Assessor's Parcel Number: __N/A__

Date: __NOVEMBER 12, 2015__

Recording Requested By:

Name: __TOWN OF MINDEN__

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: $__N/A__

_____

__INTERLOCAL AGREEMENT #2015.236__
(Title of Document)

INTERLOCAL AGREEMENT
(Cost Allocation for Administrative Services performed by Douglas County)

This Interlocal Agreement is made by and between Douglas County ("County") a political subdivision of the State of Nevada, and the Town of Minden ("Town") an unincorporated town and a political subdivision of the State of Nevada, collectively referred to herein as the "Parties."

RECITALS

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal agreement to include counties and unincorporated towns; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each Party is authorized by the laws of Nevada to perform or undertake numerous governmental functions and responsibilities as separate legal entities; and

WHEREAS, the Town was created pursuant to NRS chapter 269, and provides services to its residents, including without limitation, drainage; solid waste disposal; parks; recreation; streets, alleys, sidewalks; street lights; water distribution; acquisition, disposal, annexation or de-annexation, maintenance and improvement of town property provided the town advisory board presents any proposed acquisition, disposal, annexation or de-annexation, maintenance and improvement of town property to the Board of County Commissioners for review and approval. Said services are of value to the County and its citizens; and

WHEREAS, but for the provision of the services provided by the Town , the same would otherwise be provided by the County, such that the Town's provision of such services is of inherent value to the County; and

WHEREAS, the County provides administrative support services to the Town, which allows the Town to keep staffing, equipment, and facilities at a manageable level, and is a benefit to both the Town and County; and

WHEREAS, by entering into this Agreement, the County and the Town, intend to formalize the County's provision of administrative support services to the Town;

NOW, THEREFORE, in consideration of the mutual covenants, hereinafter set forth, the Parties agree to the following:

1.   **Terms of the Agreement:** This Interlocal Agreement will be affective when approved by the governing bodies of the Parties and properly executed in accordance with such approval. This

Interlocal Agreement is designed to be perpetual, and shall remain in full force and effect unless terminated as provided herein or amended or restated by mutual agreement of the Parties.

2. **Services to be provided:** The County shall provide administrative services identified in the County's Cost Allocation Plan to the Town, including the following·

   a. **Treasurer:** Banking services, investment management services.
   b **Finance:** Accounting and financial reporting, coordination of independent annual financial audit, operating and capital budget development and management, debt management, payroll and accounts payable.
   c. **Human Resources**: General Human Resources services, recruitments, employee services/benefits administration, and risk management.
   d. **Geographic Information Systems:** Creation and maintenance of spatial and tabular data, development of customized applications, and production of custom digital or hard copy maps for internal and public use. GIS Services shall also include support of the Town's use of GIS software, data, and solutions.
   e. **Technology:** Centralized technology projects; server, desktop PC, and workstation support; software applications; data network infrastructure; and security and maintenance

Additionally, other departments providing administrative support services to the Town shall be deemed to be added to this non-inclusive listing, as appropriate, based on the study.

3. **Determination of the costs associated with services being provided:** The County shall identify the costs of these services in the annual Cost Allocation Plan (the "Cost Allocation Plan"). An independent Certified Public Accountant, in accordance with the policies and procedures contained in Federal Office of Management and Budget (OMB) Circular A-87, will prepare the County's Cost Allocation Plan. The plan shall be updated annually with actual expenditure information from the County's audited financial statements from the prior fiscal year. The Town shall have the opportunity to review and comment upon the Cost Allocation Study, including the data used to calculate the costs of services, each year prior to its annual update and approval by the County, to evaluate the cost effectiveness of each service provided, evaluate the appropriateness of each service provided, and to make appropriate adjustments thereto.

4. **Payment of Services:** The Town shall only pay for the administrative services provided to the Town's enterprise funds[1] as indicated in the Cost Allocation Plan. Further, in recognition of the value of the services provided by the Town, the County shall not require payment of the Town's General Fund accounts within the Cost Allocation Plan.

5. **Level of Service:** Any concerns the Town has with the level of any service provided by the County shall be addressed directly to the respective department head of each department providing the respective service to the Town, and if said department head does not address such concern(s) to the satisfaction of the Town, the Town may take the concern to the County Manager, and then finally to the Board of County Commissioners if the County Manager is

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[1] Presently Funds 635, 639, and 640

unable to resolve the Town's concern(s). The County will be given at least sixty (60) calendar days to address any concern expressed by the Town before bringing the matter to the attention of the Board of County Commissioners.

6.   **Termination of the Agreement:** Either Party may, without cause, terminate this Agreement effective July 1 of the immediately following fiscal year, upon providing at least one hundred twenty (120) days' advance written notice to the other Party. The notice of termination may provide for termination of some or all of the services provided to the Town. If only some of the services are to be terminated, the County may elect to provide notice of termination of any or all remaining services. Because both Parties are public agencies, a joint public meeting of the Parties' respective governing Boards to discuss and appropriately plan for service termination shall be held within sixty (60) days of notice of termination.

7.   **Personnel Policies and Procedures**: With respect to the provision of Human Resources services, the Parties agree that the provision of such services is dependent upon the Town substantially complying with the County Personnel Ordinance, and Personnel Policies and Procedures, as well as the Town coordinating with the Douglas County Human Resources Department on personnel matters. To the extent reasonably practical, the Town agrees to use the County's existing job positions and, where necessary, to place newly created job titles within the County's existing job classification system. The Town shall be solely able and responsible to compensate its employees and contractors independently, and to implement any compensation and/or classification study adopted by the County as the Town determines is appropriate. The Parties also agree that Town employees are not eligible to participate in the County's collective bargaining units.

8.   **County Authority:** The County Manager is expressly delegated the authority, by the Douglas County Board of County Commissioners, to terminate this Agreement. Notwithstanding such delegation, the Town may request the Board of County Commissioners to review and modify any decision made by the County Manager relative to the termination of this Agreement, pursuant to this delegation of authority.

9.   **Notice:** Each respective Party agrees to indemnify and hold harmless the other Party, to the extent provided by law, from and against any liability arising out of the performance of the Agreement, proximately caused by any act or omission of its own officers, agents, and employees, if such conduct occurs in the proper execution of their duties as a representative of their employer.

  a.   The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

  b.   The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

  c.   This Agreement constitutes the full and final agreement between the Parties and shall not be modified except in writing and signed by both Parties.

d.   All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

County Manager
Post Office Box 218
Minden, Nevada 89423

Town Manager
1602 Highway Esmeralda Avenue
Minden, Nevada 89423

e.   This Agreement may not be assigned except by writing signed by both Parties and shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed.

Dated this __5th__ day of ____November____, 2015.

DOUGLAS COUNTY

TOWN OF MINDEN

By: _____
Doug N. Johnson, Chairman
Douglas County Board of Commissioners

By: _____
Roxanne Stangle, Chairwoman
Town of Minden Board

ATTEST: _____
Douglas County Clerk

Douglas County   State of Nevada
CERTIFIED COPY
I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this _____ day of _____, 20____
By _____ Deputy