

Assessor's Parcel Number: N/A

Date: NOVEMBER 12, 2015

Recording Requested By:



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KAREN ELLISON, RECORDER

Name: TAMMY DAVIS, COUNTY MANAGER'S OFC
 & ZACH WADLE, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A/

MEMORANDUM OF UNDERSTANDING #2015.235

(Title of Document)

Memorandum of Understanding

2015 NOV 12 AM 11:01

This Memorandum of Understanding ("MOU") is made by and between the County of Douglas, Nevada, a political subdivision of the State of Nevada, herein referred to as "County" and Indian Hills General Improvement District, a political subdivision of the State of Nevada formed and existing under NRS Chapter 318, herein referred to as "District."

DOUGLAS COUNTY CLERK

BY [Signature]

RECITALS:

- A. On 5 June 1973 County adopted Ordinance 1-H-1 pursuant to NRS Chapter 318, which provided for the creation of District.
- B. The geographic boundaries of District are wholly within the geographic boundaries of County, and the East Fork Township.
- C. County has entered into an agreement with Douglas Disposal, Inc. ("D.D.I."), dated 17 December 2003 entitled Amended Franchise Agreement. The Amended Franchise Agreement constitutes the grant of a franchise by County to D.D.I. for non-mandatory garbage collection and refuse disposal services within the East Fork Township of Douglas County, as authorized by NRS 244.187 and .188.
- D. Pursuant to both NRS 318.142 and Ordinance 1-H-1, section 3.(e), District enjoys the authority to itself provide for garbage and refuse collection or to contract therefore; and NRS 318.170(1)(b) confers upon District the authority to compel owners of inhabited property within the District to utilize the District's system for collection and disposal of garbage or refuse.
- E. Pursuant to NRS 244.188(1), County franchise agreements may not be applicable within the boundaries of general improvement districts, unless the residents choose to use the services provided.
- F. County receives all franchise fees from D.D.I. whether deriving from services provided within or without District's boundaries.
- G. The parties wish to address matters related to and arising from the foregoing facts and circumstances.

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WITNESSETH:

Now, therefore, County and District hereby enter into this MOU for the purpose of identifying and resolving both parties' respective expectations as set forth herein.

1. District:
 - a. will not enter into any contract for the collection or disposal of garbage or refuse with any third party;
 - b. will not undertake to itself provide such services for its residents;
 - c. will not adopt any ordinance or policy requiring mandatory garbage collection or refuse disposal for its residents;
 - d. will directly pay D.D.I for its services, subject to reimbursement by County; and
 - e. will not pursue any portion of the franchise fees paid to County by D.D.I. pursuant to the terms of the Amended Franchise Agreement.

2. County:
 - a. will retain all fees paid by D.D.I. to County pursuant to the Amended Franchise Agreement;
 - b. will pay all costs and fees imposed or collected by D.D.I. related to its collection and disposal of all of District's garbage and refuse. There are presently five District dumpsters located at the following three District locations, subject to this provision: James Lee Park (two dumpsters); water plant (one dumpster); and sewer plant (two dumpsters). In the event District's need for collection and disposal increases the parties will meet and confer regarding such additional services;
 - c. will pay for all garbage and refuse collection and disposal expenses incurred by District for "community cleanup campaigns" up to three times a year. This will include District resident opportunities to dispose of trash, green waste, metal, household hazardous waste and electronic waste during campaigns noticed by District; and
 - d. will reimburse District for amounts paid to D.D.I. for services rendered by D.D.I. to District.

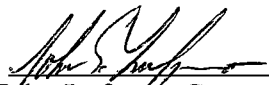
3. This MOU shall be for an indefinite term; provided, however, it may be terminated by either party upon ninety days written notice to the other party.

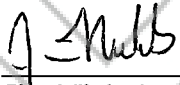
4. This MOU represents the parties' entire understanding with respect to the matters specified herein.

5. This MOU may be amended by the parties by a writing signed by the parties hereto.
6. This MOU shall be governed by and construed under and in accordance with the laws of the State of Nevada.
7. Any provision of this MOU that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
8. This MOU is hereby executed by the duly authorized representatives of the parties as set forth below, and shall be effective as of the latest date indicated.

Indian Hills General Improvement District

Douglas County

By:  10-29-15
 John Lufraño, General Manager Dated

By:  11/9/15
 Jim Nichols, County Manager Dated

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

12th day of July 2015

By:  Deputy

