

Recorder's Office Cover Sheet

Recording Requested By:

Name: Amanda Reid

Department: Town of Genoa



KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____

FILED

NO. 2022.115

6/16/2022
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY  DEPUTY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into this 11th day of May, 2022, by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as County; and the TOWN OF GENOA, hereinafter referred to as Genoa an unincorporated town under NRS 269.520.

WITNESSETH

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into interlocal agreements to include counties and unincorporated towns, therefore, County and Genoa are public agencies authorized to enter into an Interlocal Agreement under NRS 277.100(1); and

WHEREAS, the parties are authorized by NRS.277.180(1) to enter into interlocal agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

WHEREAS, County has the authority to conduct general administrative governmental functions and services as provided for under state law as a county government; and

WHEREAS, Genoa has the authority to provide required administrative services and governmental functions as provided for under state law and Title 18.02 of Douglas County Code and an unincorporated town; and

WHEREAS, Genoa is in need of administrative services from County, and County is ready, willing and able to provide administrative services not to exceed six months to Genoa or until a new Town Manager can be hired and begin work; and

WHEREAS, the Town Advisory Board would have oversight of services provided by County.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, it is hereby agreed by and between the parties as follows:

1. The Agreement will be affective when signed by the governing boards of both Parties. The term of this Agreement is month to month for up to six (6) months, commencing on May 11, 2022, and ending on November 11, 2022 or sooner if the position is filled. The Agreement may be renewed for additional periods of one (1) month.

2. County, working with direction from the Genoa Town Advisory Board, will provide staff and other resources necessary to provide general administrative services to ensure the essential functions and services of Genoa are maintained. This includes, but is not limited to:
 - a. Oversee office functions;
 - b. Prepare Genoa Board Meeting agenda materials, attend and participate as required in meetings; provide recommendations, and implement direction and action;
 - c. Assure Town compliance with open meeting law;
 - d. Monitor budgets;
 - e. Provide liaison services between the Town Board and Douglas County departments, outside agencies, volunteers and other required committees;
 - f. Oversee proper maintenance of all Town property, facilities and equipment;
 - g. County will provide support and assistance toward the administrative oversight and coordination of Candy Dance; and
 - h. Perform other duties necessary for the safe operation of the Town.

3. Genoa will provide the following supporting services. This includes, but is not limited to:
 - a. Maintain the office personnel to assist in the daily functions of the office including, but not limited to:
 - i. Prepare correspondence, mail, purchase orders, bids, invoices, claims and payroll reports in a proper and timely manner;
 - ii. Assist in the renting of town facilities;
 - iii. Assist in the promotion and conducting of town events
 - iv. Prepare, post, and distribute the meeting agendas in accordance with Nevada's Open Meeting Law;
 - v. Record and transcribe minutes from Town or other meetings; and
 - vi. Perform their duties as assigned and defined within their appropriate job description.
 - b. Provide confirmation of all Candy Dance Committee Chairpersons and ensure duties are performed for each Candy Dance Committee.

4. Both parties agree to the following:
 - a. Work under this Agreement is meant to maintain essential functions, operations and services. New issues, concerns, or projects not deemed related to safety, as being essential or critical, will be delayed until a new Town Manager begins employment.
 - b. County will appoint a Douglas County employee to act as the Interim Town Manager. It is anticipated that Amanda Reid will fulfill this role for the majority of this contract. The Interim Town Manager will have the authority to approve and contract for any items contained in Genoa's adopted FY 21/22 and 22/23 budget.
 - c. Only Town Board Members or the Interim Town Manager will place items on Town Board meeting agendas by following the procedure set forth in Genoa's Policies and Procedures (1 A-2). Any other requests for items to be placed on the

agenda should be referred to the Interim Town Manager who will exercise discretion as to the need for the item.

- d. Minimum office hours will be set at 9:00 a.m. - 4:30 p.m., Monday through Friday covered by office staff, Amanda Reid, or an appropriate designee. In the event of a staff emergency or shortage, the office may be closed at the discretion of the Interim Town Manager.
 - e. If available, Amanda Reid will respond to after hours emergencies and phone calls.
 - f. Should there be a County Emergency, the Community Services Director Reserves the right to utilize Amanda Reid as the Community Services Manager and locate her position in the Douglas County Community & Senior Center or another appropriate location for the duration of the emergency.
 - g. Amanda Reid has approved annual leave for May 20, June 3, 10 and 17 and will be allowed to take additional annual leave with notification to the Town of Genoa Board and the Town will provide coverage.
5. Genoa shall be charged a monthly fee of Four Thousand and Five Hundred Dollars (\$4,500) per month, to provide this service until such time as a Town Manager is hired, at which time the rate will be lowered to Two Thousand, Two Hundred and Fifty Dollars (\$2,250) per month during the transition. This cost shall be prorated for any month in which service is provided for less than 30 days. The cost charged by County to Genoa will be payable via an monthly invoice which must be paid within two months of the date of the that invoice. The total amount of this agreement shall not exceed \$50,000.
 6. The County Manager is responsible to implement, administer, renew, and terminate this Agreement.
 7. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS. Chapter 41, 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.
 8. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
 9. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the Agreement.
 10. This Agreement constitutes the full and final understanding and agreement between the Parties and shall not be modified except in writing and signed by both Parties.
 11. 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

Chairman, Genoa Town Advisory Board
P.O. Box 14
Genoa, Nevada 89411

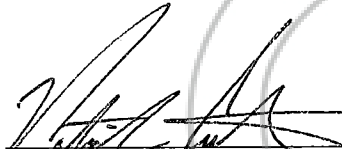
12. This Agreement may not be assigned except by an agreement in writing signed by both Parties and shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
13. County, without cause, may elect to terminate this agreement with 30 days written notice to Genoa at any time within the six-month period. Genoa may elect, without cause, to terminate this Agreement when services are determined to no longer be needed at any time within the six-month period. The Parties agree to coordinate any actions to ensure that the termination of this Agreement will not adversely affect the planning and implementation of Candy Dance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

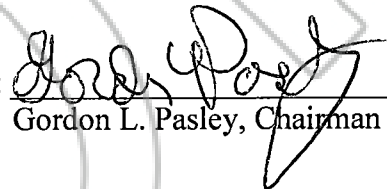
DOUGLAS COUNTY

GENOA TOWN BOARD

By: _____


Patrick Cates, County Manager

By: _____


Gordon L. Pasley, Chairman

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

16th day of JUNE, 2022

By Emmy Lombronski Deputy