

**INTERLOCAL AGREEMENT BETWEEN WHITE PINE COUNTY & CITY OF ELY FOR
PERPETUAL OPERATION & MAINTENANCE OF SNPLMA FUNDED PROJECTS**

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, pursuant to NRS 277.100 *et. seq.*, by and between the County of White Pine, State of Nevada, by and through its Board of County Commissioners, hereinafter referred to as “COUNTY” and the City of Ely, an incorporated Municipality in the County of White Pine, State of Nevada, by and through the Mayor and City Council, hereinafter referred to as “CITY”.

WITNESSETH:

WHEREAS, COUNTY and CITY desire to afford all citizens of White Pine County and visitors the use and enjoyment of all current and future projects funded by the Southern Nevada Public Land Management Act of 1998 (SNPLMA), including, but not limited to Parks, Trails and Natural Areas (PTNA); and,

WHEREAS, although all current and future SNPLMA funded projects are situated in White Pine County, some of the projects are or will be situated within the incorporated area of CITY; and,

WHEREAS, even though SNMPLA funded projects applied for by COUNTY but situated within the incorporated area of CITY require the COUNTY to be ultimately responsible for carrying out said projects, managing the project funds, and long-term operations and maintenance, including perpetuity of the project accomplishments, SNPLMA does not prohibit COUNTY and CITY entering into an interlocal agreement that CITY shall, in perpetuity, operate and maintain only those current and future SNPLMA funded projects situated on land, right-of-way, and/or other interests, solely owned by CITY and/or jointly owned by CITY and a third party, such as, but not limited to, the Nevada Northern Railway Foundation (a non-profit organization); and,

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

Section 1.0. Purpose. The purposes of this Agreement are:

- (a) To insure long-term, perpetual operation and maintenance services of all current and future SNMPLA funded projects situated on land, right-of-way, and/or other interest, solely owned by CITY and/or jointly owned by CITY and a third party, such as, but not limited to, the Nevada Northern Railway Foundation (a non-profit organization), shall, be operated and maintained by CITY in perpetuity.
- (b) For the parties to work together in a cooperative and comprehensive manner in order to coordinate and maximize the deployment of resources to perpetually operate and maintain all current and future SNPLMA funded projects within White Pine County, wherever the project is or will be situated.
- (c) To optimize all current and future public access, use and enjoyment of SNPLMA funded projects within White Pine County.
- (d) To provide assurances to SNPLMA Program Management that all current and future SNPLMA funded projects within White Pine County are perpetually operated and maintained.

ARTICLE II

NOTIFICATION

Section 2.0. Notification to COUNTY by CITY.

- (a) If CITY becomes unincorporated, files for bankruptcy or otherwise is declared insolvent by a Court of Law (of competent jurisdiction) or by the State of Nevada, and thereby unable to operate and/or maintain any or all current or future SNPLMA funded projects (such as, but not limited to: Jack Caylor Park, Broadbent Park, Bianchi Park, and Railroad Trail), then CITY must immediately notify the COUNTY Clerk of the un-incorporation, bankruptcy filing, and/or declaration of insolvency by the Court of Law or State of Nevada; and, as soon as reasonably practicable, file a certified copy of the

written proof of the un-incorporation, bankruptcy filing and/or declaration of insolvency by the Court or State, with the COUNTY Clerk and COUNTY Recorder. Upon receipt of such notification, CITY agrees to assist and work cooperatively with COUNTY during a transitional phase, in order for COUNTY to begin providing continuing operation and maintenance services for the impacted SNPLMA funded project(s).

ARTICLE III

TERM

Section 3.0. Term.

(a) The terms of this Agreement shall commence upon execution by both COUNTY and CITY and shall not terminate. This Agreement contemplates a term of in perpetuity.

(b) Either party may enter into discussion with the other party to discuss modification of this Agreement.

ARTICLE IV

PERFORMANCE

Section 4.0. Commencement of Performance. Performance under this Agreement by COUNTY and CITY shall commence upon execution of this agreement.

ARTICLE V

OTHER CONTRACT TERMS

Section 5.0. Amendments. Amendments or modifications to this Agreement may be made from time to time in writing as approved by the Parties hereto and pursuant to NRS 241.

Section 5.1. Termination. Termination of this contract may only occur by mutual agreement of the parties or Court order.

Section 5.2. Execution of Additional Instruments. Each Party at the request of the other party, shall execute, acknowledge, and deliver any document, instrument, or conveyance that is or may be necessary to carry out the provisions of this Agreement.

Section 5.3. Use of Pronouns. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa in any place in which the context may require such substitution.

Section 5.4. Clause Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

Section 5.5. Notices. All notices given under this Agreement shall be in writing, and shall be sent by registered mail to the Parties at their respective business addresses as follows:

COUNTY:

White Pine County Commission
C/O County Clerk
1785 Great Basin Blvd., Suite 3
Ely, Nevada 89301

CITY:

City of Ely
C/O City Clerk
501 Mill Street
Ely, NV 89301

Section 5.6. Preservation of Original Agreement. This Agreement shall be executed by the Parties with an original copy, which shall be filed with both the Official Clerk of the Board of County Commissioners and the City Council Clerk of the City of Ely. An executed copy of this Agreement shall also be provided by COUNTY to SNPLMA Program Management as soon as practicable.

Section 5.7. Assignment. This Agreement shall inure to the benefit of the successors in office of the Parties.

Section 5.8. Application of Open Meeting Law. This Agreement and any amendment, modification, alteration, or change of the provisions of this Agreement may only be made in an open meeting, unless a specific statutory provision allows or requires the discussion of negotiations to be held

in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.

Section 5.9. Contract Documents. This document comprises the entire Agreement between the Parties. There are no attachments hereto and/or made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.

Section 5.10 Severability. If any provision of this Agreement is held to be invalid, such invalidity shall not affect other provisions and each provision is declared to be severable.

Section 5.11 Entire Agreement. It is hereby expressly agreed and understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties to the subject matter hereto.

Section 5.12. Drafter. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

Section 5.13. Dissolution of Interlocal Agreement for perpetual operation and maintenance of SNPLMA funded projects between COUNTY and CITY. If during the term of this agreement there legally ceases to be an interlocal agreement between the COUNTY and CITY for perpetual operation and maintenance of SNPLMA funded projects, then any and all terms in this agreement relating to the provision of operation and maintenance of SNPLMA funded projects by the CITY shall, if permitted by then current law and/or Court order, become binding upon the COUNTY, unless or until the interlocal agreement is declared, in writing, by the parties and/or a Court of Law, to be enforceable, and/or the CITY reincorporates as CITY (or other like form of an incorporated municipality with the same or similar area of incorporation) and/or CITY becomes solvent; at which time, CITY'S obligation to perpetually operate and maintain SNPLMA funded projects would automatically revert back to CITY (or other like form of an incorporated municipality with the same or similar area of incorporation).

Section 5.14. Incorporation and Recitals. The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF the Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

**ON BEHALF OF THE BOARD OF COUNTY
COMMISSIONERS OF WHITE PINE
COUNTY**

ON BEHALF OF THE CITY OF ELY

CHAIRMAN

DATED this ____ day of _____,
20____

MAYOR

DATED this ____ day of _____,
20____

ATTESTED TO BY:

CLERK OF THE BOARD

ATTESTED TO BY:

CITY CLERK

Approved as to Form and Content by:

Deputy District Attorney, White Pine County

Approved as to Form and Content by:

City Attorney, City of Ely