

COOPERATIVE AGREEMENT

Between

DOUGLAS COUNTY, NEVADA

And

THE DOUGLAS COUNTY SCHOOL DISTRICT

This Agreement is made and entered into by and between Douglas County, Nevada (hereinafter "County") and the Douglas County School District (hereinafter "School District"), political subdivisions of the State of Nevada.

WHEREAS, the County employs a public works project manager to oversee construction of various projects; and

WHEREAS, School District desires to have a project manager to oversee several projects that are in progress or scheduled to begin construction; and

WHEREAS, it would be an efficient utilization of government resources to have the County's project manager oversee the various School District projects; and

WHEREAS, Nevada Revised Statute 277.180 authorizes the County and the School District to enter into a Cooperative Agreement to provide such services.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County will temporarily assign their public works project manager, Scott McCullough, to the School District on an as-needed, part-time, and hourly basis, provided that such assignment does not unreasonably interfere with County projects. The County will provide the project manager with a vehicle and other tools, including an office and computer, necessary to complete his duties for the County and the School District.
2. The School District will pay to the County all costs associated with the project manager's salary and benefits while he is working on behalf of the School District. The hourly rate payable by the School District to the County shall be an hourly rate mutually agreed upon by the parties based on actual hours worked by the project manager on behalf of the School District with a maximum of 40 hours per week. This hourly rate will be a pass through rate payable to the County which includes salary, benefits, and overhead. The County will submit quarterly billings to the School District at the hourly rate mutually agreed upon by the parties pursuant to this section. The School District shall pay all such invoices within 45 days of receipt. Any hours/days that the project manager spends on County projects will not be charged to the School District.

3. The Superintendent of the School District or his/her designee will serve as a contact person for the project manager.
4. The parties acknowledge that the School District's assignment(s) for the project manager is not a special assignment which would make the project manager eligible for additional compensation.
5. This Agreement is not intended to affect the legal liability of the County or the School District by imposing any standard of care other than the standard of care imposed by law. The County and the School District agree that neither party to this Agreement, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that the other party to this Agreement, or its respective officers or employees, does or fails to do that is related to or in connection with any work performed under this Agreement. The County and the School District also agree that each party to this Agreement shall fully indemnify and hold harmless the other party from any damage or liability whatsoever, including attorney's fees, court costs, and expert fees, occurring by reason of an act or omission of it or its respective officers or employees, including the project manager while working in the capacity of other party, related to or in connection with any work performed under this Agreement.
6. This Agreement will be effective when signed by both parties and shall terminate on June 30, 2016. This Agreement may be renewed annually for a 12 month term after June 30, 2016 with the consent of both the County and the School District. A written notice of "Intent to Renew Cooperative Agreement" by the School District shall be sufficient under the provisions of this Agreement to extend it, unless the County provides written notification to School District that it does not consent to the extension. The written notice of "Intent to Renew Cooperative Agreement" must be delivered to the County no later than June 1st of the year in which the Agreement is scheduled to expire. The parties further agree that either party may, at any time, with or without cause, by 120 days written notice, terminate this Agreement. In the event of such termination, the County shall be paid for any hours completed by the project manager on behalf of the School District but not yet billed by the County.
7. If any written notice of intent to terminate this Agreement is delivered pursuant to Paragraph 6 of this Agreement after March 2nd of any year, the Agreement will be deemed terminated at the end of the fiscal year on June 30th.
8. This Agreement constitutes the entire Agreement between the parties and may not be changed except by an instrument in writing signed by both parties. In the event any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the enforceability of the other remaining provisions.
9. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Agreement shall be resolved by binding arbitration, with an arbitrator to be mutually selected by the parties from a list maintained by the Nevada Supreme Court of Senior Judges, with both parties to pay an equal share of the Senior Judge's fees and any other related

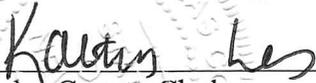
fees. Each party is responsible for their own attorney's fees in any such arbitration. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

DOUGLAS COUNTY, NEVADA

June 18, 2015
Date


Chairman, Douglas County Board of Commissioners

Attest: 
Douglas County Clerk

DOUGLAS COUNTY SCHOOL DISTRICT

7/14/15
Date


President, Douglas County School Board of Trustees

Attest: 
Douglas County School Board of Trustees, Clerk

