

**AMENDMENT TO INTERLOCAL GOVERNMENTAL
AGREEMENT – SPARKS SENIOR CITIZENS CENTER**

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This Amendment to the Interlocal Governmental Agreement – Sparks Senior Citizens Center dated July 23, 1990 (“Agreement”), between the City of Sparks (“Sparks”), a municipal corporation, and the County of Washoe (“County”), a political subdivision of the State of Nevada, is premised upon the following recitals:

RECITALS

WHEREAS, the parties’ Agreement established a facility and operation to serve senior citizens at a location presently occupied and used by the parties as a senior citizens center on East Richards Way (“Center”); and

WHEREAS, the parties desire to amend Sections 4 and 5 of the Agreement concerning responsibilities and facility use in order to update and adjust their respective roles and obligations; and

WHEREAS, the parties do not desire that this Amendment will amend any other provisions of the Agreement.

NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS WHICH ARE INCORPORATED HEREIN AND IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS TO BE EXCHANGED AND PROVIDED, THE PARTIES AGREE AS FOLLOWS:

1. Operational Responsibilities. Section 4 of the Agreement is hereby amended in full to read as follows:

The parties will collaborate on the operation of the Center. The Center will be open to the public for information, services and programs with a primary use for and on behalf of Washoe County’s senior citizens. Sparks shall be solely responsible for the Center at all times, including staff coverage, opening, closing, and access. Sparks shall supervise scheduling of activities and oversee events and daily activities at the Center. Sparks shall provide regular maintenance to the Center’s exterior, its grounds and parking lot. Sparks shall negotiate and administer use agreements regarding the Center. County shall provide, or cause to be provided through its contractors, at County’s sole expense certain senior services, including without limitation congregate meals and social services. County shall be solely responsible for and pay costs of utilities, maintenance and janitorial for the Center’s interior only, excluding major improvements and capital items.

2. Use of Facility. Section 5 of the Agreement is hereby amended in full to read as follows:

The Center will be used primarily but not exclusively by the County to provide senior services to the senior citizens of Washoe County. Sparks shall ensure that other uses do not interfere with County's intended use hereunder and scheduled programs. Sparks shall recognize County's contractors and partnerships with non-profits and community groups that provide programs and activities for seniors, consistent with policies and procedures of Sparks.

3. All other remaining provisions of the Agreement shall remain in force and effect and shall not be altered by this Amendment.

IN WITNESS WHEREOF, the parties execute this Amendment on the day and year below noted.

CITY OF SPARKS

By: _____

Title: _____

Dated: _____

ATTEST:

City Clerk

WASHOE COUNTY

By: _____

Title: _____

Dated: _____

ATTEST:

County Clerk