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Lynda Teslign

FILED  
NO. 97-036

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**INTERLOCAL CONTRACT**

This Agreement is made by and between Douglas County (County) and the  
Incline Village General Improvement District (IVGID).

BARBARA REED  
CLERK  
BY *[Signature]* DEPUTY

**RECITALS**

WHEREAS, the parties are public agencies under NRS 277.100 and NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each party is authorized by the laws of this state to perform or undertake the function of ensuring safe and adequate treatment of wastewater; and

WHEREAS, NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment and facilities for the promotion of the health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities which are parties to the contract; and

WHEREAS, IVGID owns and operates a facility for the disposal of effluent situated in Douglas County, Nevada, identified as APN 21-010-36, and being more fully described on Exhibit A, attached and incorporated by reference (the Property); and

WHEREAS, County needs to locate a temporary site for the disposal of effluent generated by the North Valley Wastewater Treatment Facility;

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

### **IVGID AGREES:**

1. IVGID agrees to lease short term effluent disposal capacity at Property to Douglas County not to exceed 100,000 gallons per day.
2. Effluent discharge quality to Property will be monitored with the same frequency as IVGID's flows and must fall within the same parameters. IVGID will have the right to discontinue acceptance and terminate this agreement upon compliance failure.
3. IVGID will provide monitoring laboratory services under this agreement at a cost of \$181.75 per month (Exhibit B), beginning when such services commence.
4. User charges will be billed to Douglas County by IVGID on a quarterly basis.

### **THE COUNTY AGREES:**

5. Douglas County agrees to pay IVGID \$0.40 per 1,000 gallons actually discharged to property. Douglas County will also pay any and all fees for any new permit, permit modification or compliance monitoring directly resulting from this agreement.
6. Douglas County shall be responsible for delivery of treated effluent to Property under the terms hereof.

**IT IS MUTUALLY AGREED:**

7. This agreement shall be effective June 1, 1997, for a period of one year, with the option to renew, as hereinafter set forth.

8. Reporting of flow and water quality data will be required monthly. Data collected by IVGID will be provided to Douglas County and data collected by Douglas County will be provided to IVGID.

9. Provided that Douglas County is in full compliance with the terms and conditions of this Contract, it may renew this Contract for a period of up to three (3) years, on an annual basis, by providing written notice thereof of its intent to renew at least sixty (60) days before June 1st, of each such year.

10. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, Nev. Rev. Stat. ch. 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.

11. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

12. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.

13. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

14. All written notices under this agreement shall be delivered to the following officials at the addresses stated:

Community Development Director  
Post Office Box 218  
Minden, Nevada 89423

General Manager  
Incline Village General Improvement District  
1220 Sweetwater Road  
Incline Village, Nevada 89451

15. This agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

16. This agreement may be terminated according to the terms hereof, upon mutual agreement of the parties, or when it lapses by its terms.

17. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. Any litigation that may arise hereunder relative to the interpretation or enforcement of this Agreement, shall be tried in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas, unless the parties hereafter agree in writing that they desire that any such dispute be subject to binding arbitration through the American Arbitration Association.

18. In the event that suit is brought to enforce the provisions of this Agreement or to collect damages for any breach of this Agreement, the prevailing party shall be entitled to recover its litigation costs, including reasonable attorney's fees. Such shall include any appeals, and shall be applicable in any arbitration process.

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

DOUGLAS COUNTY

Approved as to legal form:

By: *Jaques Zibey*

By: *[Signature]*  
Deputy District Attorney

INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT

Approved as to legal form:

By: *Joseph Marson*  
Joseph Marson  
Vice Chairman

By: *[Signature]*  
Noel E. Manoukian, Esq.  
General Counsel, IVGID

*Sam Waldman*  
Sam Waldman  
Treasurer

**EXHIBIT A**

**LEGAL DESCRIPTION OF IVGID WETLAND PROPERTY  
PARCEL #21-010-36**

Situate in the County of Douglas, State of Nevada, as follows, to-wit:

All that real property being a portion of Sections 16, 17, 20, & 21, T14N., R20E., M.D.B. & M., more particularly described as follows:

Commencing at the South west section corner of Section 21, T14N., R20E., as shown on G.L.O. resurvey accepted March 20, 1918; thence N 89° 59' 00" E 2652.13 feet; thence N 0° 04' 20" W 1322.79 feet to the True Point of Beginning; thence S 89° 55' 15" W 2648.89'; thence S 89° 04' 59" W 2319.98 feet; thence N 8° 42' 12" E 7760.13 feet; thence N 89° 51' 05" E 3810.01 feet; thence S 0° 07' 04" W 7639.88 feet to the True Point of Beginning.

Containing 770.0 acres more or less.

EXHIBIT B

LABORATORY ANALYSIS COST

ANALYSIS/FREQUENCY/SAMPLE TYPE	CHEM/COST	LABORS	OVERHEAD	COST/SAMPLE	SAMPLES	TOTAL COST
BIOCHEM OXYGEN DEMAND 1/wk comp	\$0.30	0.5	\$6.00	\$12.00	4	\$73.20
SUSPENDED SOLIDS 1/wk composite	\$0.10	0.15	\$1.80	\$3.60	4	\$22.00
TOTAL PHOSPHORUS 1/month comp	\$0.75	0.5	\$6.00	\$12.00	1	\$18.75
TTL DISSOLVED SOLIDS 1/month comp	\$0.00	0.2	\$2.40	\$4.80	1	\$7.20
TOTAL CHLORINE RESID 1/wk discrete	\$0.25	0.1	\$1.20	\$2.40	4	\$15.40
FECAL COLIFORM 1/month discrete	\$1.00	0.2	\$2.40	\$4.80	1	\$8.20
AMMONIA NITROGEN 1/month comp	\$0.25	0.4	\$4.80	\$9.60	1	\$14.65
NITRATE NITROGEN 1/month comp	\$0.25	0.4	\$4.80	\$9.60	1	\$14.65
DISSOLVED OXYGEN 1/month discrete	\$0.25	0.1	\$1.20	\$2.40	1	\$3.85
pH 1/month discrete	\$0.25	0.1	\$1.20	\$2.40	1	\$3.85
<b>TOTAL</b>						<b>\$187.75</b>

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COPY

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

'97 MAR 24 AM 11:15

DATE: March 24 1997  
B. REED Clerk of the 4th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol McCulloch Deputy

0408961

LINDA SLATER  
RECORDER

BK 0.397 PG 3536 \$ 0 PAID k2 DEPUTY

**SEAL**