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AMENDED INTERLOCAL CONTRACT

This Agreement is made by and between Douglas County (County) and the Nevada
Tahoe Conservation District (NTCD).
BY Barbara Reed CLERK DEPUT

RECITALS

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include counties and districts, and the County and NTCD are public agencies under NRS 277.100; and

WHEREAS, 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 Nevada to perform or undertake the function of hiring employees and performing services; and

WHEREAS, by entering into this contract the County and NTCD will be able to provide more effective and efficient services;

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

1. The term of this agreement shall commence upon approval of this agreement by the governing boards of both parties and shall continue for a period of five years, unless sooner terminated in accordance with ¶ 4 or unless renewed in accordance with ¶ 5.
2. The County agrees to to allow NTCD employees to participate in the County medical, vision, and dental coverage (and, if an arrangement between the County and Hartford that is

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acceptable to both the County and Hartford can be arrived at, the County's 457 deferred compensation program).

3. For any benefit program that includes a County contribution, NTCD agrees to pay in a timely manner the cost of the contribution (e.g., for an employee with dependent coverage, the cost of the employee's coverage and the County's additional dependent coverage contribution). NTCD agrees to comply with the conditions and requirements of each program. NTCD further agrees to obtain other services, such as legal advice and personnel administration, from Carson City or Washoe County, the other two representative agencies for NTCD.

4. Either party, without cause, may terminate this contract upon ninety days written notice to the other party.

5. This contract shall automatically be extended for an additional five year term on the same terms and conditions unless either party, at least thirty days prior to the expiration of the initial five year term, notifies the other party in writing of its decision to not renew the contract for an additional five year term.

6. The County Manager is expressly delegated the authority by the Board of County Commissioners to implement, administer, renew, and terminate this contract on behalf of the County.

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. 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.

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 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

Nevada Tahoe Conservation District
Post Office Box ~~10529~~ 4605
~~South Lake Tahoe, California 96158~~
State line, NV 89449

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.

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

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

NEVADA TAHOE
CONSERVATION DISTRICT

By: [Signature]
Chairman

By: [Signature]
Chairman

Approved as to form:

By: [Signature]
Deputy District Attorney

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.

DATE: April 16, 2003
B. RENO Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy

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

2003 APR 17 AM 11:45

WERNER CHRISTEN
RECORDER

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