

OFFICIAL RECORD

Requested By:
D C/COUNTY MANAGER

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 0.00
BK-1105 PG- 9771 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: NOVEMBER 21, 2005

Recording Requested By:

Name: DAN HOLLER, COUNTY MANAGER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2005.233

(Title of Document)

FILED

2005. 233

2005 NOV 21 AM 9:33

INTERLOCAL CONTRACT

This Agreement is made by and between Douglas County (County) and the Tahoe
Douglas Sewer District (TDSD).

CARRIE REED
[Signature]

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 TDSD 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 TDSD 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 two years, unless sooner terminated in accordance with ¶ 4 or unless renewed in accordance with ¶ 5.

2. The County agrees to allow TDSD employees to participate in the County medical, vision, and dental coverage during this period so long as that coverage is available through the

County. TDSO agrees that it shall not be able to modify, change or receive any different plan or benefit structure than is provided through the County's program.

3. For any benefit program that includes a County contribution, TDSO agrees to pay one month in advance of the provider's due date all costs of the contribution (e.g., for an employee with dependent coverage, the cost of the employee's coverage), including a 10% surcharge added to the premium to cover costs related to the County's processing and handling the program for TDSO. The County reserves the right to increase the surcharge fee on an annual basis. TDSO agrees to comply with the conditions and requirements of each program, including, but not limited to, enrollment periods, processing of claims, plan coverage. TDSO further agrees to obtain other services, such as legal advice and personnel administration, from its own providers.

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 two year term on the same terms and conditions unless either party, at least thirty days prior to the expiration of the initial two 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

Tahoe Douglas Sewer District
Post Office Box 1160
Zephyr Cove, Nevada 89448

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

TAHOE DOUGLAS
SEWER DISTRICT

By:


Chairman

By:


Chairman



Approved as to form:

By: [Signature]
Deputy District Attorney

COPY

CERTIFIED COPY SEAL

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: November 21, 2005
[Signature] Clerk of the 94 Judicial District Court
of the State of Nebraska, in and for the County of Douglas.

By: [Signature] Deputy

