

DOC # 0715958  
01/09/2008 01:38 PM Deputy: SD  
OFFICIAL RECORD  
Requested By:  
DC/HUMAN RESOURCES

Assessor's Parcel Number: N/A

Date: JANUARY 9, 2008

Recording Requested By:

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 0.00  
BK-0108 PG- 1683 RPTT: 0.00



Name: DARCY WORMS, HUMAN RESOURCES

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2008.002  
(Title of Document)

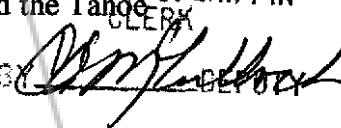
FILED

NO. 2008.002

2008 JAN -9 AM 8:57

**INTERLOCAL CONTRACT**

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

BARBARA J. GRIFFIN  
CLERK  
BY 

**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; and

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 paragraph 3 or unless renewed in accordance with paragraph 4.
2. The County agrees to allow TDSD employees to participate in the County medical, vision, dental and basic life insurance coverage as long as that



coverage is available through the County. TDSD agrees that it shall not 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, TDSD agrees to make payment on the first of each month for that month's coverage of all costs 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), including a 10% surcharge added to the premium in exchange for the County's processing and handling the program for TDSD. The County reserves the right to increase the surcharge fee on an annual basis. TDSD agrees to comply with the conditions and requirements of each program, including, but not limited to, enrollment periods, processing of claims, and plan coverage. TDSD further agrees to obtain other services, including legal advice and personnel administration from its own providers.
4. Either party, without cause, may terminate this contract upon ninety (90) days written notice to the other party.
5. This contract shall automatically be extended for an additional two (2) year period on the same terms and conditions unless either party, at least thirty (30) days prior to the expiration of the initial two (2) year term, notifies the other party in writing of its decision to not renew the contract for an additional five (5) 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 address stated:

County Manager  
P.O. Box 218  
Minden, NV 89423

Tahoe Douglas Sewer District  
P.O. Box 1160  
Zephyr Cove, NV 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 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: *Doug N. Johnson*  
Chairperson

By: *[Signature]*  
Chairperson

COPY

**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: *January 9, 2008*  
*B. BRITTON* Clerk of the *9th* Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By: *Carol M. Mullock* Deputy

SEAL