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INTERLOCAL CONTRACT

'98 APR 14 A9:35

This Agreement is made between the Douglas County (County) and Tahon Regional Planning Agency (TRPA).

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, TRPA is seeking matching funds from the County to support a report concerning potential regional revenue sources and funding strategies for implementation, maintenance, and operations of the environmental improvement program for the Tahoe region.

AGREEMENT

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

- The County will provide funding for matching purposes in the amount of \$1,000 to TRPA.
- 2. TRPA will devote the funding received from the County to the local match for other funding for support of a report concerning potential regional revenue sources and funding strategies for implementation, maintenance, and operations of the environmental improvement program for the Tahoe region. If the required local match is not obtained, TRPA agrees to return the County funds to the County or to seek

written permission to use the funds for another purpose.

- 3. 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.
- 4. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.
- 5. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.
- 6. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.
- 7. 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.
- 8. This agreement may be terminated without cause by either party upon thirty days written notice.

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

TAHOE REGIONAL PLANNING AGENCY DOUGLAS COUNTY

Jacques Etchegoyen Chairman

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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

Deputy