

NF  
CO Mgr  
Deanne

FILED  
NO. 99.178

INTERLOCAL AGREEMENT

'99 NOV -4 NO 54

This Agreement is made by and between Douglas County (County), a political subdivision of the State of Nevada and the Tahoe Regional Planning Agency (TRPA), a political subdivision created under Tahoe Regional Planning Compact P.L. 96-551, 94 Stat. 3233.

BARBARA REED  
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, TRPA, pursuant to the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233; Cal. Govt. Code 66801; NRS 277.200) regulates certain activities within the Lake Tahoe Basin; and

WHEREAS, the County provides land use planning and development related services in the Tahoe Basin and the purpose of this agreement is to provide for the joint and cooperative use of County expertise in land use planning and related services; and

WHEREAS, the County and TRPA share a common interest in providing efficient and effective service to the public in processing land use and development project applications; and

WHEREAS, all activities described in this Cooperative Agreement shall be in accordance with the Regional Plan package of TRPA as adopted by Ordinance No. 87- 9, as amended from time to time, and Douglas County's development code and related ordinances as amended from time to time; and

WHEREAS, by entering into this agreement the parties will all be able to provide more effective and coordinated land use planning and related services to the Tahoe area of Douglas County.

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**NOW, THEREFORE, the parties agree as follows:**

1. This agreement shall become effective upon approval by the County Board of Commissioners and signature of the TRPA executive Director and shall remain in effect as stated in Paragraph 2 unless sooner terminated in accordance with Paragraph 9 or unless renewed in accordance with Paragraph 10.

2. Douglas County shall provide the services of a planner to review applications for and respond to inquiries regarding properties within the Douglas County portion of the Lake Tahoe Region pursuant to applicable TRPA and Douglas County regulations for the period of May 1, 1999 through April 30, 2000.

3. A formal review of the work of the shared position shall be completed prior to October 31, 1999, at that, time the continuation of the shared position shall be extended or terminated as provided for in Paragraphs 9 and 10.

4. TRPA shall pay County a sum not to exceed \$10,000 to offset planning personnel costs for Fiscal Year 1999-2000. If the agreement is renewed pursuant to Paragraph 10, TRPA and the County will negotiate any additional cost sharing. A first installment of \$5,000 shall be paid by TRPA to the County for the period of May 1, 1999 through October 31, 1999. A second payment of \$5,000 shall be paid by TRPA to the County for the period of September 1, 1999 through April 30, 2000. The County shall manage and provide for all personnel costs including salary and benefits. The employee shall be considered and treated as a County employee and has all rights provided under any applicable employee association agreement.

5. TRPA shall provide direct supervision and assignment of day to day work duties of the planner regarding TRPA projects. TRPA shall provide all necessary office space, equipment, secretarial, and other overhead requirements for the planner. TRPA shall provide all necessary training for the planner as related to TRPA regulations, Code of Ordinances and practices. Staff of Douglas County and TRPA shall cooperatively provide other training, technical review and comments to each other, upon request, for any applications reviewed under this Agreement. The

TRPA staff will coordinate with Douglas County Planning Manager for personnel evaluations of the Douglas County planner. The personnel evaluations of the planner will be finalized by the Douglas County Planning Manager in accordance with Douglas County policies and procedures.

6. The Douglas County Planner shall report to the Project Review Division Chief on a daily basis for assigned duties and projects in coordination with the Douglas County Planning Manager. All correspondence relating to actions taken on permit applications on behalf of TRPA shall be on forms and letterhead as determined by TRPA. Actions specifically for County approvals will be on forms and letterhead as appropriate for Douglas County.

7. The County may require the County Planner to attend County staff meetings, not more than once per week, to provide information and updates on work and related items. The County Planner may be invited to participate in other county activities, training, etc. which shall be coordinated between the Planner, County Planning Manager and TRPA Project Review Division Chief. The planner may be required to work on specific County projects including but not limited to, CDBG applications, projects and programs; development code updates, master plan, and special projects as may be assigned. Work assignments will be coordinated between the Douglas County Planning Manager and TRPA Project Review Division Chief.

8. Nothing in this Cooperative Agreement shall be construed to limit the authority of either Douglas County or TRPA to administer its own regulations or to impose reasonable conditions of approval on any application, or to take enforcement action as necessary to ensure compliance with its environmental standards and regulations.

9. Either party, without cause, may terminate this contract upon approval by the TRPA Executive Director or the County Board of Commissioners upon 30 days written notice to the other party.

10. This contract may be renewed for an additional 1 year term by the TRPA Executive Director and the County Board of Commissioners, unless one or the other determines to not renew the agreement in accordance with Paragraph 9.

11. 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.

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

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

14. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties. The Douglas County Manager and Planning Manager are authorized to implement, manage and make modifications to this agreement as may be necessary for practical operation of the intent of the agreement.

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.

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 BOARD OF COUNTY COMMISSIONERS

By: James M. Bratton  
Executive Director

By: Jacques Z. Adney  
Chairman

Approved as to form:

By: W. W. Dege  
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: November 4, 1989  
B. Reed Clerk of the 4th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: Carl M. Nelson Deputy

ATTEST:

Burland Reed  
Douglas County Clerk

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SEAL

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

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