FILED 2000.089

AN INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY PI2:11

AND THE City of South Lake Tahoe

WHEREAS, the Interlocal Cooperation Act (NRS 277.180) and the Joint Exercise of Powers Act (California Government Code § 6500 et seq.) authorize public agencies to enter into interlocal contracts; and

WHEREAS, Douglas County (County) and the City of South Lake Tahoe (City) mutually desire to enter into an interlocal contract for the purposes set forth below; and

WHEREAS, it is deemed that entry into this interlocal contract is both necessary and desirable and in the best interests of the County and the City;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. The purpose of this contract is to provide the parties with the capability to share and exchange nonsensitive spatial data information developed through the individual efforts of both parties, to avoid duplication of geographic coordinate data information, and to increase operating efficiency and cost savings.
 - 2. The County shall:
 - a) Provide the City with spatial files on a medium and in a format mutually identified and agreed upon.
 - b) Provide written documentation describing the contents of the files in accordance with County policies.
 - c) Provide nonsensitive verified spatial data files.
 - 3. The City shall:
 - a) Provide the County with spatial files on a medium and in a format mutually identified and agreed upon.
 - b) Provide written documentation describing the contents of the files in accordance with Douglas County policies.
 - c) Provide nonsensitive verified spatial data files.
 - 4. The County and the City mutually agree:

- a) That it is the receiving entity's responsibility to convert shared data to a usable format and medium for their automated environment. The entity providing data is under no obligation to perform a conversion for the receiving entity.
- That nothing contained in this contract obligates any entity to an exclusive or b) sole source relationship for the data being shared.
- 5. Data to be shared includes land boundary information, legal land description information, and other spatial data, all as mutually agreed upon by the County and the City, including related attributes.
- 6. Data will be transferred to the receiving entity in a mutually agreed upon manner.
- 7. Fees for the reproduction and transfer of data under this agreement will not be assessed by any party to the agreement.
- 8. This contract shall not become effective until and unless approved in accordance with the laws of Nevada and California.
- 9. This contract shall be effective, from the date of approval by all parties, for five years, unless sooner revoked by either party as set forth in ¶ 10.
- 10. This contract may be revoked without cause by either party prior to the date set forth in ¶ 9, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other parties.
- 11. This contract constitutes the entire agreement between the parties and may only be modified by a written agreement signed by the parties.

DOUGLAS COUNTY

CITY OF SOUTH LAKE TAHOE

Jacques P. Etchegoyen

Chairman

Chairman

ATTEST:

Douglas County Clerk

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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 offica.

CERTIFIED COPY

Judicial District Court

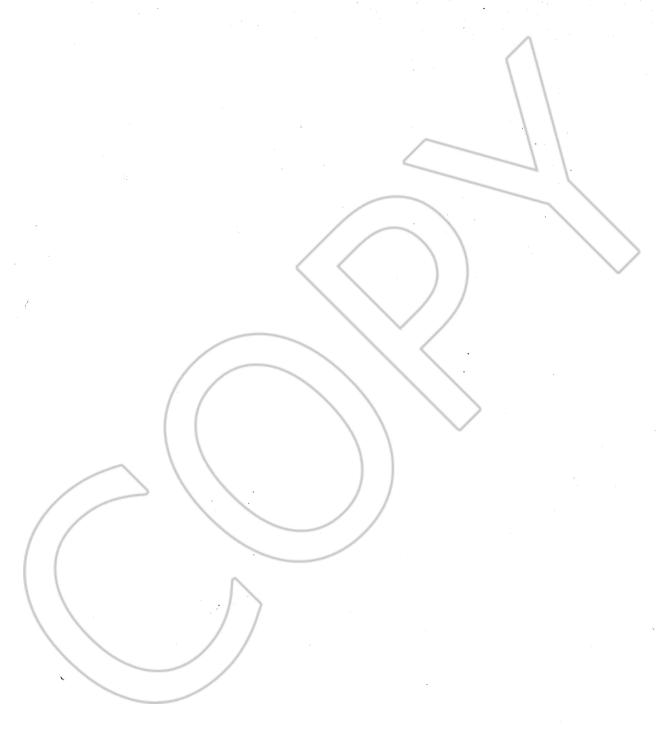
B. REPD Clerk of the Judicial District Court of the State of Newada, in and for the County of Douglas.

Deputy

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REQUESTED BY

DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JUN 21 AM 11:00

LINDA SLATER RECORDER

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