

## INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement (“Agreement”) is entered into between Washoe County by and through its duly constituted Board of County Commissioners (“County”), and the Tahoe Regional Planning Agency (“TRPA”). Where both parties have been referenced, the plural (“the parties”) has been used.

2. RECITALS

2.1 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.

2.2 By this Agreement the parties intend to address compliance issues concerning the use of Lake Tahoe area residences located in Washoe County as vacation rentals, a use that is escalating throughout the Lake Tahoe basin.

2.3 The parties have common objectives in maintaining the residential character of neighborhoods and ensuring the peaceful enjoyment of property, to which ends the parties have implemented policies and regulations pertaining to land use and management, occupancy, noise, parking, lighting, garbage and signage.

2.4 The parties acknowledge that cooperation will be mutually beneficial in achieving these common objectives and that TRPA is best suited to educate and coordinate the various public entities and peoples of the entire Tahoe basin about these common objectives, while the County, with its police powers, is best suited to seek compliance within the Washoe County area of the Lake Tahoe basin with laws governing vacation rental matters like occupancy, noise, parking, lighting, garbage and signage.

3. COUNTY AGREES TO:

3.1 Work with individual property owners and property management firms located within or doing business within the Washoe County portion of the Lake Tahoe Basin in order to promote understanding and compliance with the County’s policies and regulations regarding residential occupancy, noise, parking, lighting, garbage and signage matters.

3.2 Enforce its policies and regulations listed below, as amended from time to time, to vacation rentals (residences that are rented for periods less than thirty days) located in the Washoe County portion of the Lake Tahoe basin, and correct violations thereof.

Occupancy -	WC Development Code Section 110.902, Definitions: Dwelling, Family
Noise	WC Development Code 110.414
Lighting	WC Development Code 110.414
Parking -	WC Development Code 110.410 - Parking and Loading
Garbage -	Incline Village General Improvement District Ordinance 1 (amd. 8/13/03) County Health Department Solid Waste Management Code Section 40

4. TRPA AGREES TO :

4.1 Educate and coordinate the various public entities and peoples of the entire Lake Tahoe basin concerning the importance of proper management of vacation rentals and compliance with related laws in order to ensure the residential character of neighborhoods and the peaceful enjoyment of property.

4.2 As requested, assist local governments located within the Lake Tahoe basin in the development, promotion and enforcement of laws concerning vacation rentals and residential occupancy, noise, parking, lighting, garbage and signage matters.

5. IT IS MUTUALLY AGREED THAT:

5.1 Any party may withdraw from this Agreement by giving sixty (60) days written notice to the other stating the reasons for withdrawal.

5.2 County's withdrawal from this Agreement may, under TRPA law, render vacation rentals an illegal activity.

5.3 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The Parties consent to the personal jurisdiction of any state court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by such state court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be in the state court of Washoe County, Nevada.

5.4 In the event either party brings any action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs and attorneys' fees incurred in said action.

5.5 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.6 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified mail, addressed to the parties as follows:

If to County: Director of Community Development Department  
County of Washoe  
1001 E. Ninth St., Bldg. A (if by personal service)  
Post Office Box 11130 (if by mail)  
Reno, Nevada 89520

And to TRPA: Executive Director  
TRPA

Any person may change its address for notice by written notice given in accordance with the foregoing provisions.


5.7 This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

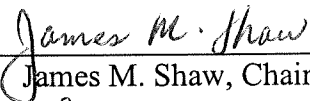
5.8 This Agreement is effective upon the date the last signing party signs this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TAHOE REGIONAL PLANNING AGENCY

WASHOE COUNTY COMMISSION

By:   
John Singlaub, Executive Director

By:   
James M. Shaw, Chairman

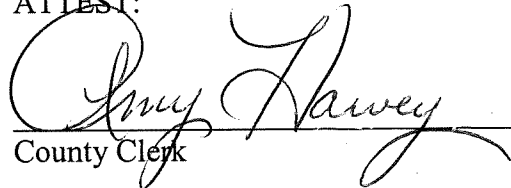
Date: 10-5-2004

Date: Sept. 28, 2004

ATTEST:

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ATTEST:

  
County Clerk