

INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between Washoe County, a Political Subdivision of the State of Nevada,
hereinafter "County",
by and through the

Washoe County Planning and Building Division

Contact: Director of Planning and Building
1001 East 9TH Street
Reno, NV 89520

and the

North Lake Tahoe Fire Protection District,

hereinafter "NLTFPD"
Contact: Fire Chief
866 Oriole Way
Incline Village, NV 89451

WHEREAS, the parties entered into an Interlocal Agreement for the acceptance of NLTFPD permit submittals and for fee collection for NLTFPD's review of Washoe County building permits on March 27, 2018 ("2018 Interlocal"). The parties now wish to enter into this Interlocal Agreement for fee collection for NLTFPD's review of Washoe County building and planning permits, which shall repeal and replace the 2018 Interlocal in its entirety.

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

TERM. This Agreement is made and entered into as of the date last signed by a party hereto. This Agreement shall be effective sixty (60) days from the date of signing, and shall continue until terminated in accordance with the terms set forth in this Agreement or otherwise by mutual written agreement of the parties.

TERMINATION. This Agreement may be terminated by either party at any time, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party of its intent to terminate the Agreement. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause.

NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the address above personally in hand, by regular mail, or by certified mail with return receipt requested.

DEFINITIONS.

- 1) "Fire Fees" shall mean the fees assessed at the time of application submission for Washoe County permits that require the expenditure of North Lake Tahoe Fire Protection District (NLTFPD) staff time for review, approval, inspection, or documentation under applicable fire codes. These fees apply in connection with Washoe County permits that necessitate NLTFPD involvement to ensure compliance with fire code requirements and to establish conditions necessary to achieve and maintain such compliance under applicable fire codes in connection with the issuance of a building or planning permit.

SCOPE OF WORK . The parties agree that the services to be performed shall be the following:

- 1) The Washoe County Planning and Building Division, acting through its Programs within the Community Services Department, shall collect Fire Fees on behalf of NLTFPD for its review of Washoe County planning permits and building permits. These Fire Fees include, but are not limited to, charges for Fire Plan Reviews, Fire Inspections, review of Short-Term Rental Permits, and review of Washoe County Discretionary Permits, such as Special Use Permits (SUPs), Administrative Permits, Variances, Tentative Subdivision Maps, and Abandonments. All fees shall be adopted by NLTFPD's Board by Resolution, and shall be collected in accordance with the most recent Resolution adopted by the Board.

FIRE FEES FOR WASHOE COUNTY PERMIT REVIEWS AND INSPECTIONS		
<i>Permit Type</i>	<i>Fee*</i>	<i>Applicability</i>
Washoe County Building Permit - Fire Plan Review and Inspections Fee	12% of the permit fee collected by Washoe County, with a minimum of a one-hour inspection fee.	Applies to all permits requiring NLTFPD review in conjunction with a Washoe County Building Permit. Inspections exceeding six (6) site visits trigger additional NLTFPD Inspection Fees, to be charged at NLTFPD's hourly inspection fee rate.
Washoe County Building Permit - Fire Fee for 4 th Re-Submittals and Revisions	Flat fee per hour of plan review, with a minimum of one-hour.	Applies to all permits requiring NLTFPD review in conjunction with a Washoe County Building Permit.
Washoe County Discretionary Permits - Fire Review and Comments	One (1) hour of plan review time.	Applies to reviews routed to NLTFPD for Washoe County discretionary permits, including but not limited to: Special Use Permits (SUPs), Administrative Permits, Variances, Tentative Subdivision Maps, and Abandonments.
Short Term Rentals: Initial Permit	One (1) hour of plan review time and one (1) hour of inspection time.	Applies to reviews for initial STR permits routed to NLTFPD.
Short Term Rentals: 4th Year Renewals	One (1) hour of inspection time.	Applies to reviews for Year 4 STR renewal permits, and every 4 years thereafter, routed to NLTFPD.

*All Fire Fees are based on the NLTFPD Fee Schedule in effect at the time of invoicing.

- 2) NLTFPD shall inform the Planning and Building Division Director when NLTFPD fees are in the process of being updated by the NLTFPD Board and once adopted. Within 60 days of the notice of adoption of new NLTFPD fees, Washoe County will make the necessary changes within its permitting system to collect these updated fees.
- 3) NLTFPD shall have access to Accela to download reports of payments received for NLTFPD Fire Fees as needed to verify transactions.
- 4) The Washoe County Community Services Finance Administration will map all fees received to the proper NLTFPD GL accounts (as provided and updated by NLTFPD) to transfer funds within the Accela Program.
- 5) When Washoe County determines that a building or planning permit was routed to NLTFPD in error, it will notify NLTFPD as soon as possible. If Fire Fees have already been distributed to NLTFPD but no work has yet occurred, NLTFPD will process a refund of Fire Fees directly to the customer within 30 days of receiving the refund request from Washoe County.
- 6) For Washoe County Building Permits, Discretionary Permits and Short-Term Rental Permits NLTFPD will endeavor to complete the review and approval of initial permit submittals and revisions within 10 working days from the date of receipt. Corrections will also be reviewed within the same timeframe. In cases of incomplete submissions or periods of high volume, this timeline may be extended to allow for operational flexibility for both parties.

All Fire Fees collected by the County pursuant to this Agreement are collected on behalf of NLTFPD. NLTFPD shall bear the risk of any determination that amounts charged and amounts actually collected are correct and accurate, and the County shall have no liability to NLTFPD for any such discrepancies. NLTFPD shall be responsible for verifying accuracy and correctness of amounts charged and amounts actually collected and shall notify the County of any perceived inaccuracies immediately in order that any problems can be corrected going forward.

BREACH: REMEDIES. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages.

LIMITED LIABILITY. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626. Furthermore, in the event that the governing bodies of either the County or NLTFPD fails to obligate the funds necessary to perform any services required hereunder beyond that particular body's current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

INDEMNIFICATION. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to

any party or person, described in this paragraph.

FORCE MAJEURE. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, power outages, any software problems that impair the ability of County to carry out the obligations of this agreement and are not the responsibility of the County, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose relevant records unless a particular record is made confidential by law or a common law balancing of interests.

CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Agreement.

ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed

consistently with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

WASHOE COUNTY, NEVADA
Acting by and through its
Board of County Commissioners

By: _____
Chair

ATTEST:

By: _____
County Clerk

**NORTH LAKE TAHOE FIRE PROTECTION
DISTRICT**

By: _____