

N.F.  
CommDev  
Lynda Taylor

FILED  
NO. 99.179

'99 NOV -4 AIO 55

INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY

AND CAVE ROCK GENERAL IMPROVEMENT DISTRICT

BARBARA REED  
CLERK

BY *[Signature]*  
CLERK

WHEREAS, Douglas County (County) has previously entered into a cooperative agreement with the Nevada Division of State Lands concerning the receipt and disbursement of bond monies for the erosion control and SEZ restoration at Lake Tahoe, including to a local governmental entity such as the Cave Rock General Improvement District; and

WHEREAS, the County and Cave Rock General Improvement District are authorized by Nev.Rev.Stat. § 277.180 to enter into interlocal contracts to perform any governmental service, activity or undertaking which the County or Cave Rock General Improvement District are allowed to perform by law; and

WHEREAS, the County and Cave Rock General Improvement District desire to enter into an amended agreement which will provide for the disbursement of bond monies to Cave Rock General Improvement District for the Cave Rock Erosion Control Project.

NOW, THEREFORE, the parties agree as follows:

1. Cave Rock General Improvement District is responsible for compliance with all grant conditions, including maintenance for twenty years, and all use of granted funds in accordance with all grant conditions and requirements. Cave Rock General Improvement District agrees it is responsible for repayment of grant funds mandated by the state.

2. Cave Rock General Improvement District is responsible for the design,

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7. Administrative costs of up to three percent of the grant amount may be recovered by the County. The County agrees that Cave Rock General Improvement District may recover any portion of the three percent not recovered by the County and available to Cave Rock General Improvement District under the terms of the grant.

8. This agreement shall become effective upon approval by the Douglas County Board of County Commissioners and the Cave Rock General Improvement District.

9. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

10. 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.

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. The recitals shall be an integral part of this contract.

14. All written notices under this agreement shall be delivered to the following officials at the addresses stated:

Community Development Director  
Post Office Box 218  
Minden, Nevada 89423

Chairman  
Cave Rock General Improvement District  
Post Office Box ~~40246~~ 10426  
Zephyr Cove, Nevada 89448

IN WITNESS WHEREOF, the parties have caused this Agreement to be  
executed this 28 day of October, 1999.

CAVE ROCK GENERAL  
IMPROVEMENT DISTRICT

APPROVED AS TO FORM:

By: W. W. Fox  
Chairman

By: Jay Raltbech  
Counsel for Cave Rock  
General Improvement District

DOUGLAS COUNTY

APPROVED AS TO FORM:

By: Daniel C. Holler  
County Manager

By: [Signature]  
Deputy District Attorney

ATTEST:

Barbara J Reed  
Douglas County Clerk

[Signature]  
DEPUTY CLERK

**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 1999  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

SEAL

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REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 NOV -5 PM 12: 21

LINDA SLATER  
RECORDER

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