

NF
Comm Dev.
Lyn & Tequila

FILED
NO. 99-182

'99 NOV -4 10:55

AMENDED INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY

AND MARLA BAY GENERAL IMPROVEMENT DISTRICT

BARBARA REED
CLERK
By *[Signature]*
DEPUTY

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 Marla Bay General Improvement District; and

WHEREAS, the County and Marla Bay 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 Marla Bay General Improvement District are allowed to perform by law; and

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

NOW, THEREFORE, the parties agree as follows:

1. Marla Bay 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. Marla Bay General Improvement District agrees it is responsible for repayment of grant funds mandated by the state.
2. Marla Bay General Improvement District is responsible for the design,

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construction, and construction administration of the project, for obtaining all permits and paying all fees, and for maintenance of the improvements (including in accordance with any grant requirements). If applicable and at the County's discretion, Marla Bay General Improvement District agrees to accept ownership of United States Forest Service parcels deeded to the County and which are part of the Erosion Control Project.

3. Marla Bay General Improvement District is responsible for timely repayment of all funds expended on work found to be noneligible for grant funding. All such repayments must be made with Marla Bay General Improvement District's own funds.

4. Marla Bay General Improvement District will comply with all TRPA, federal, state, and local laws, regulations or requirements in all of its activities on the site and will be solely responsible for any non-compliance with any law, regulation, or requirement.

5. The total project cost will be \$406,100, with a local matching share of \$101,525 (Marla Bay GID contribution of \$32,025, Tahoe Douglas Sewer District contribution of \$13,584, and TRPA water quality mitigation funds contribution or \$55,916), and a state contribution of \$304,575.

6. The County will hold the grant and matching funds for Marla Bay General Improvement District and will disburse the funds for approved design, construction, and construction administration costs of the projects within a reasonable time after receiving and approving a request for payment and supporting documentation from Marla Bay General Improvement District. Marla Bay General Improvement District agrees to place appropriate provisions in all design, construction, and construction administration contracts for the projects that will provide for delay caused by this indirect payment

system.

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

General Manager
Marla Bay General Improvement District
Post Office Box 4471
Zephyr Cove, Nevada 89448

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed this 5TH day of October, 1999.

MARLA BAY GENERAL
IMPROVEMENT DISTRICT

APPROVED AS TO FORM:

By: Richard Miedler
Chairman

By: N/A
Counsel for Marla Bay
General Improvement District

DOUGLAS COUNTY

APPROVED AS TO FORM:

By: Daniel Chiller
County Manager

By: SCA
Deputy District Attorney

ATTEST:

Barbara J. Reed
Douglas County Clerk
by Carol M. Mullock
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 5, 1999
4 B. Reed Clerk of the 4th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

SEAL

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REQUESTED BY
DOUGLAS COUNTY

**IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA**

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LINDA SLATER
RECORDER

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