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Comm Dev
Lynda Teglia

FILED

2001.004

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INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY

AND KINGSBURY GENERAL IMPROVEMENT DISTRICT

WHEREAS, Douglas County (County) has previously entered into a cooperative  **DERUTY**

agreement with the Nevada Division of State Lands concerning the receipt and disbursement of bond monies for erosion control and SEZ restoration at Lake Tahoe, including to a local governmental entity such as the Kingsbury General Improvement District (KGID); and

WHEREAS, the County and KGID 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 KGID are allowed to perform by law; and

WHEREAS, the County and KGID desire to enter into an agreement which will provide for the disbursement of bond monies to KGID for the Lower Kingsbury Erosion Control Project.

NOW, THEREFORE, the parties agree as follows:

1. KGID 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. KGID agrees it is responsible for repayment of grant funds mandated by the state.

2. KGID is responsible for the design, construction, and construction administration of the projects, for obtaining all permits and paying all fees, and for maintenance of the improvements (including in accordance with any grant requirements). KGID, at the County's discretion, agrees to accept ownership of United

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States Forest Service parcels deeded to the County and which are part of the Lower Kingsbury Erosion Control Project.

3. KGID 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 KGID's own funds.

4. KGID 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. Funds for the project are \$1,330,340 in State Grant Funds, \$350,000 in United States Forest Service Erosion Control Grant Funds, and \$119,056 in 319 Nonpoint Source Grant Funds-EPA. Any contribution of matching funds is contingent upon approval being first received from the appropriate controlling agency. KGID will provide and administer the 319 Nonpoint Source Grant Funds. \$25,609 out of the \$350,000 in USFS Erosion Control Grant Funds will be set aside for monitoring of the project.

6. The County will hold all grant and matching funds for KGID, except for the 319 Nonpoint Source Grant Funds-EPA which will pass directly to KGID, 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 KGID. KGID 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 KGID may recover any portion of the three percent not recovered by the County and available to KGID under the terms of the grant.

8. This agreement shall become effective upon approval by the Douglas County Board of County Commissioners and the Kingsbury 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
Kingsbury General Improvement District
Post Office Box 2220
Stateline, Nevada 89449

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed this 27th day of December, 2000.

KINGSBURY GENERAL
IMPROVEMENT DISTRICT

APPROVED AS TO FORM:

By: [Signature]
Chairman

By: [Signature]
Counsel for KGID

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

By: [Signature]
Chairman Manager

By: [Signature]
Deputy District Attorney

ATTEST:

[Signature]
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: January 4, 2001
[Signature] Clerk of the [Signature] Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

COPY

REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2001 JAN -5 AM 8:44

LINDA SLATER
RECORDER

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