

NF
Comm Dev
Lynda Teglia

FILED

2002.142

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INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY
AND KINGSBURY GENERAL IMPROVEMENT DISTRICT

[Signature]
DEPUTY

WHEREAS, Douglas County (County) has previously entered into a cooperative agreement with the Kingsbury General Improvement District (KGID) for the disbursement and use of United States Forest Service (USFS) grant funds for erosion control project; 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 further USFS grant 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 any required maintenance, and all use of grant funds in accordance with all grant conditions and requirements. KGID agrees it is responsible for any USFS mandated repayment of grant funds.
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).

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. Upon approval of use of the funds by USFS, KGID agrees to invoice the County directly for work completed, and the County will then invoice the USFS, with the County receiving the payment from USFS and reimbursing 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.

6. This agreement shall become effective upon approval by the Douglas County Board of County Commissioners and the Kingsbury General Improvement District.

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

8. 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.

9. 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.

10. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

11. 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.

12. 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 21st day of MAY, 2002.

KINGSBURY GENERAL
IMPROVEMENT DISTRICT

APPROVED AS TO FORM:

By: WR Hayes By: _____
Chairman

[Signature]
Counsel for KGID

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

By: [Signature] By: [Signature]
Chairman Deputy District Attorney

ATTEST:

[Signature]

Douglas County Clerk

by [Signature]
DEPUTY CLERK

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

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LINDA SLATER
RECORDER

\$ 00 PAID KV DEPUTY

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: June 6, 2002
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy

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