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

2003 OCT 29 PM 12: 12

WERNER CHRISTEN
RECORDER

PAID DEPUTY

Assessor's Parcel Number: N/A

Date: OCTOBER 28, 2003

Recording Requested By:

✓ Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

 CONTRACT #2003.228

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

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AMENDED INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY

AND SKYLAND 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 Skyland General Improvement District; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. Skyland General Improvement District is responsible for compliance with all grant conditions and all use of granted funds in accordance with all grant conditions and requirements.
2. Skyland General Improvement District is responsible for the design, 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, Skyland 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. Skyland 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 Skyland General Improvement District's own funds.

4. Skyland 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 Amended Project total, in an amount not to exceed \$1,363,414.00, are as follows:

- \$1,020,000.00 in State Bond Erosion Control funds for Project No. TBA99-005, as those funds are made available by the State.
- \$50,000.00 in EPA 319 funds secured and to be contributed by the Skyland General Improvement District.
- \$61,534.00 Douglas County TRPA Water Quality Mitigation Funds. Any contribution of these matching funds is contingent upon approval being first received from the Tahoe Regional Planning Agency.
- \$231,880.00 in United States Forest Service funds.

6. The County will hold the Tahoe Bond Act grant and TRPA Water Quality matching funds for Skyland 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 Skyland General Improvement District. Skyland 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 Skyland General Improvement District may recover any portion of the three percent not recovered by the County and available to Skyland 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 Skyland 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

Skyland General Improvement District
Post Office Box 11590
Zephyr Cove, Nevada 89448

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 18 day of October, 2003.

SKYLAND GENERAL
IMPROVEMENT DISTRICT

APPROVED AS TO FORM:

By:

Victor Spurr
Chairman

By:

N/A
Counsel for Skyland
General Improvement District

DOUGLAS COUNTY

APPROVED AS TO FORM:

By:

Daniel Coffelt
County Manager

By:

J. J. O'Neil
Deputy District Attorney

ATTEST:

Barbara J. Reed
Douglas County Clerk

*by *Carol M. Culloch**
DEPUTY CLERK

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COPY

SEAL

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: October 28, 2003

B. REED Clerk of the 5th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Malloch Deputy

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