

Recorder's Office Cover Sheet

Recording Requested By:

Name Jeremy Hutchings



00162430202209917850030033

KAREN ELLISON, RECORDER

Department: Community Development/Engineering

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other** **specify:** _____

NO. 2022.267
11/21/22
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
[Signature]
DEPUTY

Amendment No. 5 to
Cooperative (LPA) Agreement No. PR656-15-063

This Amendment is made and entered into on 11/18/2022, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Douglas County, 1594 Esmeralda Avenue, Minden, NV 89423, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, on October 23, 2015, the Parties entered into Agreement No. PR656-15-063 to design, acquire right-of-way, adjust and/or relocate utility facilities, advertise, award and manage construction of a multi-use path along Martin Slough, in Douglas County (hereinafter "PROJECT"); and

WHEREAS, on November 20, 2017, the parties entered into Amendment No. 1 to Agreement No. PR656-15-063 to extend the termination date; and

WHEREAS, on November 13, 2018, the parties entered into Amendment No. 2 to Agreement No. PR656-15-063 to increase the funding and extend the termination date; and

WHEREAS, on May 1, 2020, the parties entered into Amendment No. 3 to Agreement No. PR656-15-063 to extend the termination date and allocate additional funding to right-of-way purposes; and

WHEREAS, on April 12, 2022, the parties entered into Amendment No. 4 to Agreement No. PR656-15-063 to extend the termination date and allocate additional funding for construction purposes; and

WHEREAS, the agreement must be amended to increase the amount of funding due to the award of additional Transportation Alternatives Program (TAP) funding for the project in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), along with an increase to the required local match of Twenty-Six Thousand Three Hundred Sixteen and No/100 Dollars (\$26,316.00) due to high construction costs caused by the delays in acquiring right-of-way for the project; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR656-15-063.

NOW, THEREFORE, the parties agree as follows:

A. Article I, Paragraph 3, is amended by increasing the dollar amount from One Million Two Hundred Eighty-Five Thousand, Two Hundred Thirty-Eight and No/100 Dollars (\$1,285,238.00) to One Million Seven Hundred Eighty-Five Thousand, Two Hundred Thirty-Eight and No/100 Dollars (\$1,785,238.00).

B. Article II, Paragraph 22, is amended by deleting it in its entirety and inserting in its place,

"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Ninety-Three Thousand Nine Hundred Sixty and No/100 Dollars (\$93,960.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the COUNTY's budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."

C. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place,

"The following is a summary of PROJECT costs and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
DEPARTMENT Right-of-Way Costs:	\$ 15,000.00
COUNTY Right-of-Way Costs:	\$ 61,307.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
Construction Costs:	<u>\$1,792,891.00</u>

Total Estimated PROJECT Costs: \$1,879,198.00

AVAILABLE FUNDING SOURCES:

Federal TAP Funds:	\$1,785,238.00
COUNTY Match Funds:	<u>\$ 93,960.00</u>

Total PROJECT Funding: \$1,879,198.00"

F. All of the other provisions of Agreement No. PR656-15-063 dated October 23, 2015, Amendment No. 1 dated November 20, 2017, Amendment No 2 dated November 13, 2018, Amendment No 3 dated May 1, 2020 and Amendment No 4 dated April 12, 2022 shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Douglas County

Mark Gardner, Chairman

Board of County Commissioners

Approved as to Form:

Amy Burgans
Douglas County Clerk/Treasurer

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Jeff Lund
Director

Approved as to Legality and Form:

DocuSigned by:

Shane Chesney
Deputy Attorney General

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 21st day of November, 20 22

By Deputy

P656-15-063