

**AMENDMENT #4 TO AGREEMENT REGARDING
NOVEMBER 2000 PARKS, TRAILS AND OPEN SPACE BONDS-
LAKE TAHOE BIKE PATH PROJECT
BETWEEN WASHOE COUNTY
AND
TAHOE TRANSPORTATION DISTRICT**

1. Amendments. All provisions of the original contract, Amendment #1 hereto as Exhibit A, Amendment #2 hereto as Exhibit B and Amendment #3 hereto as Exhibit C remain in full force and effect with the exception of the following:

1a. AMEND Section 1b of Amendment #3 Term of the Agreement in its entirety to:

This agreement shall effective until December 31, 2022 unless terminated by either Party as specified in Paragraph 15.

2. Incorporated Documents. Exhibit A (Original Contract and Amendment #1 is attached hereto, incorporated by reference herein, and made part of this amended contract). Exhibit B (Amendment #2 is attached hereto, incorporated by reference herein, and made part of this amended contract). Exhibit C (Amendment #3 is attached hereto, incorporated by reference herein, and made part of this amended contract).

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intended to be legally bound, thereby

TAHOE TRANSPORTATION DISTRICT

Carl Hasty, District Manager

COUNTY OF WASHOE

David Solaro, Assistant County Manager

Exhibit A

**AMENDMENT #1 TO AGREEMENT REGARDING
NOVEMBER 2000 PARKS, TRAILS AND OPEN SPACE BONDS-
LAKE TAHOE BIKE PATH PROJECT
BETWEEN WASHOE COUNTY
AND
TAHOE TRANSPORTATION DISTRICT**

1. Amendments. All provisions of the original contract for the term dated March 24, 2015 through June 30, 2019 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

1a. **REMOVE** the final recital: "WHEREAS, Washoe County will provide all remaining WC-1 funds dedicated to the "Trails" category, up to a maximum amount of \$1,000,000, to be used by TTD as local match for Federal Lands Access Program funds awarded to complete final design and construction of the North Demo Project;" in its entirety, it is no longer relevant.

1b. **AMEND Section 3** Authorized Funds in its entirety to:

Washoe County will provide Tahoe Transportation District (TTD) WC-1 funds, upon request, in the total amount of One Million Four Hundred Thousand (\$1,400,000) under this agreement to complete final design and construction of the North Demo Project of the Lake Tahoe Bike Path.

1c. **AMEND Section 5** Obligation of Funds in its entirety to:

The North Demo Project shall be completed no later than June 30, 2019, unless otherwise extended, in writing, by mutual agreement of the Parties. Washoe County may authorize TTD to use any remaining WC-1 funds for subsequent authorized phases of the Project.

The North Demo Project will be completed or the funding legally obligated (encumbered) within the term of this agreement. If the funding allocated to the North Demo Project has not been spent or legally obligated by the termination date, the Washoe County Board of County Commissioners may make a determination that the funds will be reallocated to another project and TTD shall transfer any unspent WC-1 funds, including any interest thereon, to Washoe County within thirty (30) days of that determination.

Washoe County further reserves the right to withhold WC-1 funds in the event that TTD, its agents, representatives, contractors or subcontractors fail to perform in accordance with applicable laws and regulations and this agreement. For any costs incurred by TTD after the execution date of this agreement that are directly related to the North Demo Project, Washoe County shall advance or reimburse TTD for those authorized costs, charges and expenses as long as the total amount advanced or reimbursed does not exceed One Million Four Hundred Thousand (\$1,400,000). TTD shall be solely responsible for any costs, charges and expenses of the North Demo Project in excess of that amount.

2. Incorporated Documents. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract).

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intended to be legally bound, thereby

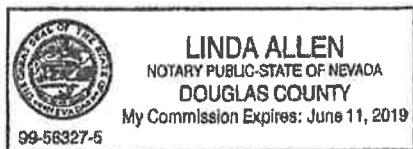
TAHOE TRANSPORTATION DISTRICT


Carl Hasty, District Manager

STATE OF NEVADA)
COUNTY OF ~~WASHOE~~) ss
 Douglas

On the 23 day of June, 2017, Carl Hasty personally appeared before me, a Notary public, and acknowledged to me that he executed the above instrument for the purpose therein contained.


Notary Public



COUNTY OF WASHOE


David Solaro, Director
Community Services Department

STATE OF NEVADA)
COUNTY OF WASHOE) ss

On the 7 day of August, 2017, David Solaro personally appeared before me, a Notary public, and acknowledged to me that he executed the above instrument for the purpose therein contained.


Notary Public

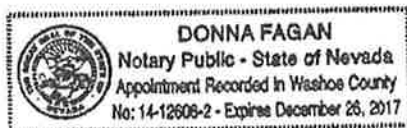


EXHIBIT A

Lake Tahoe Bike Path Project--Washoe County/TTD
WC-1 Parks, Trails and Open Space Bond proceeds

**AGREEMENT REGARDING
NOVEMBER 2000 PARKS, TRAILS AND OPEN SPACE BONDS -
LAKE TAHOE BIKE PATH PROJECT**

This agreement is dated and effective as of March 24, 2015, by and between Washoe County, a political subdivision of the State of Nevada ("Washoe County") and Tahoe Transportation District, a bi-state transportation district created by the Tahoe Regional Planning Compact ("TRP," and together with Washoe County, the "Parties").

WHEREAS, the Parties are public agencies as defined under Nevada Revised Statutes ("NRS") 277.100;

WHEREAS, NRS 277.180(1) provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized to perform by law;

WHEREAS, in the November 2000 election, Washoe County voters approved Washoe County Question No. 1 ("WC-1") authorizing the County to issue \$38,300,000 of general obligation bonds of which \$28,300,000 is to be used for the purpose of acquiring, improving and equipping parks, trails and open space;

WHEREAS, on April 25, 2000, Washoe County approved a list of WC-1 projects which includes the Incline-Sand Harbor Bike Path, which is the North Demonstration Project (the "North Demo Project") component of the Nevada Stateline to Stateline Bikeway Project (the "Project");

WHEREAS, Washoe County, Carson City and Douglas County entered into a Memorandum of Understanding on April 27, 2004, which contains the parties' commitment to work together and which names Washoe County as the lead agency to complete the Project;

WHEREAS, nine public agencies, including Washoe County and TTD, agreed to work together to implement the Project through an Interlocal Agreement dated May 11, 2006, later amended to extend the agreement to June 30, 2019;

WHEREAS, the environmental analysis document has been completed for the North Demo Project;

WHEREAS, Washoe County will provide all remaining WC-1 funds dedicated to the "Trails" category, up to a maximum amount of \$1,000,000, to be used by TTD as local match for Federal Lands Access Program funds awarded to complete final design and construction of the North Demo Project;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, the Parties covenant and agree as follows:

1. Engagement of Consultant & Construction Services and Project Funds. TTD is hereby authorized to engage necessary, qualified and competent consultant, contracts and construction services to complete the North Demo Project.
2. Consultant Service Qualifications and Requirements. By execution of this agreement, TTD covenants to perform or covenants to have a third-party perform the services necessary to complete the North Demo Project in compliance with all applicable federal, state, local laws and applicable regulations, as well as the terms and conditions of this agreement.
3. Authorized Funds. TTD understands and agrees that Washoe County shall only provide WC-1 funds dedicated to the "Trails" category that are currently available, and that may become available during the term of this agreement, and on deposit in Washoe County cash fund #4424.

Washoe County will advance TTD all currently available WC-1 funds, estimated to be approximately \$615,000, within 30 business days of the effective date of this agreement. Washoe County will advance or reimburse TTD upon request if additional WC-1 funds become available in the future, provided that the maximum amount of all advances and reimbursements shall not exceed \$1,000,000 under this agreement.

4. Term This agreement shall be effective until June 30, 2019, unless terminated by either Party as specified in paragraph 15 herein.
5. Obligation of Funds. The North Demo Project shall be completed no later than June 30, 2019, unless otherwise extended, in writing, by mutual agreement of the Parties. Washoe County may authorize TTD to use any remaining WC-1 funds for subsequent authorized phases of the Project.

The North Demo Project will be completed or the funding legally obligated (encumbered) within the term of this agreement. If the funding allocated to the North Demo Project has not been spent or legally obligated by the termination date, the Washoe County Board of County Commissioners may make a determination that the funds will be reallocated to another project and TTD shall transfer any unspent WC-1 funds, including any interest thereon, to Washoe County within thirty (30) days of that determination.

Washoe County further reserves the right to withhold WC-1 funds in the event that TTD, its agents, representatives, contractors or subcontractors fail to perform in accordance with applicable laws and regulations and this agreement. For any costs incurred by TTD after the execution date of this agreement that are directly related to the North Demo Project, Washoe County shall advance or reimburse TTD for those authorized costs, charges and expenses as long as the total amount advanced or reimbursed does not exceed available WC-1 funds dedicated to the "Trails" category. TTD shall be solely

responsible for any costs, charges and expenses of the North Demo Project in excess of that amount.

6. TTD's Representations and Warranties. TTD represents and warrants to Washoe County as follows:

6.1 Status, Power and Authority. TTD is a bi-state transportation district created by the Tahoe Regional Planning Compact, duly organized and validly existing with all requisite power and authority to enter into and carry out its obligations under this agreement.

6.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this agreement by the persons executing the same on behalf of TTD have been duly and validly authorized.

6.3 Legal, Valid, Binding and Enforceable. This agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TTD, enforceable in accordance with their respective terms, except as limited by applicable laws of federal, state and local applicability.

7. Indemnification. Washoe County and TTD agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents or servants in connection with the performance of obligations assumed pursuant to this agreement.

The Parties further agree, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees, agents, contractors, subcontractors or servants of the other.

8. Auditing/Reporting Requirements. TTD shall provide Washoe County with quarterly status reports, quarterly full-cost accounting reports, periodic cash flow projections, any other documentation as reasonably required, and a final report within sixty (60) days after completion of the North Demo Project. The final report shall provide brief statements addressing any problems encountered, time delays, if any, expected and any adjustments to the anticipated completion date. Quarterly reports shall be due on April 15, July 15, October 15 and January 15 of each year.

9. Records Retention. In accordance with NRS Chapter 239, TTD agrees to maintain all records relevant to the Project. Additionally, TTD must keep records at least six (6) years from the end of the State's fiscal year (July-June) in which the Project was completed. If any litigation concerning the Project is begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must

contact the State Department of Conservation and Natural Resources to obtain and verify final disposition instructions. This requirement also applies to TTD's contractors and any subcontractors.

10. Entire Agreement. This agreement represents the full and complete understanding by the Parties and changes may be made only with the approval of the Parties.

11. Assignment. This agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by the Parties.

12. Modification. This agreement may be modified in writing and signed by the Parties.

13. Severability. Each paragraph and provision of this agreement is severable, and if one or more paragraphs or provisions of this agreement are declared invalid, the remaining paragraphs and provisions of this agreement will, if possible, remain in full force and effect.

14. Notices. All notices required by this agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:

Washoe County Community Services Department
David Solaro, Director
P.O. Box 11130
Reno, NV 89520-0027
775-823-6500

Tahoe Transportation District
Carl Hasty, District Manager
P.O. Box 499
Zephyr Cove, NV 89448
775-589-5500

15. Termination. Any of the Parties, in writing, may terminate this agreement at any time with thirty (30) days advance written notice to the other party.

16. Covenants of Further Assurance. The Parties covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the Parties.

17. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the Parties may be or may become a resident of a different country, state, or jurisdiction.

Any suit or action arising out of this agreement shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The Parties hereby consent to the personal jurisdiction of such courts within Washoe County, State of Nevada. The Parties hereby waive any objections to venue in such courts within Washoe County, State of Nevada.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates written below.

TAHOE TRANSPORTATION DISTRICT



Carl Hasty, District Manager

2/25/15
Date

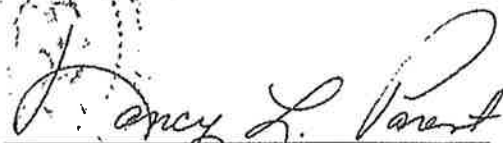
COUNTY OF WASHOE



David Solaro, Director
Community Services Department

2.25.2015
Date:

ATTEST:



Nancy Parent, County Clerk

**AMENDMENT #2 TO AGREEMENT REGARDING
NOVEMBER 2000 PARKS, TRAILS AND OPEN SPACE BONDS-
LAKE TAHOE BIKE PATH PROJECT
BETWEEN WASHOE COUNTY
AND
TAHOE TRANSPORTATION DISTRICT**

1. Amendments. All provisions of the original contract and Amendment #1 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

1a. **AMEND Section 1c.** of Amendment #1 Obligation of Funds in its entirety to:
The North Demo Project shall be completed or legally obligated no later than June 30, 2020, unless otherwise extended, in writing, by mutual agreement of the Parties.
Washoe County may authorize TTD to use any remaining WC-1 funds for subsequent authorized phases of the Project.

The North Demo Project will be completed or the funding legally obligated (encumbered) within the term of this agreement. If the funding allocated to the North Demo Project has not been spent or legally obligated by the termination date, the Washoe County Board of County Commissioners may make a determination that the funds will be reallocated to another project and TTD shall transfer any unspent WC-1 funds, including any interest thereon, to Washoe County within thirty (30) days of that determination.

Washoe County further reserves the right to withhold WC-1 funds in the event that TTD, its agents, representatives, contractors or subcontractors fail to perform in accordance with applicable laws and regulations and this agreement. For any costs incurred by TTD after the execution date of this agreement that are directly related to the North Demo Project, Washoe County shall advance or reimburse TTD for those authorized costs, charges and expenses as long as the total amount advanced or reimbursed does not exceed One Million Four Hundred Thousand (\$1,400,000). TTD shall be solely responsible for any costs, charges and expenses of the North Demo Project in excess of that amount.

1b. **AMEND Section 4** Term of the agreement in its entirety to:
This agreement shall be effective until June 30, 2020, unless terminated by either Party as specified in paragraph 15 herein.

2. Incorporated Documents. Exhibit A (Original Contract and Amendment #1 is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

For Washoe County:

By: 
Dave Solaro
Assistant County Manager
Date: 7.1.2019

For Tahoe Transportation District:

By: 
Carl Hasty
District Manager
Date: 7/8/19

**AMENDMENT #3 TO AGREEMENT REGARDING
NOVEMBER 2000 PARKS, TRAILS AND OPEN SPACE BONDS-
LAKE TAHOE BIKE PATH PROJECT
BETWEEN WASHOE COUNTY
AND
TAHOE TRANSPORTATION DISTRICT**

1. Amendments. All provisions of the original contract, Amendment #1 hereto as Exhibit A and Amendment #2 hereto as Exhibit B remain in full force and effect with the exception of the following:

1a. AMEND Section 1c. of Amendment #2 Obligation of Funds in its entirety to:

The North Demo Project shall be completed no later than June 30, 2021, unless otherwise extended, in writing, by mutual agreement of the Parties. Washoe County may authorize TTD to use any remaining WC-1 funds for subsequent authorized phases of the Project.

The North Demo Project will be completed or the funding legally obligated (encumbered) within the term of this agreement. If the funding allocated to the North Demo Project has not been spent or legally obligated by the termination date, the Washoe County Board of County Commissioners may make a determination that the funds will be reallocated to another project and TTD shall transfer any unspent WC-1 funds, including any interest thereon, to Washoe County within thirty (30) days of that determination.

Washoe County further reserves the right to withhold WC-1 funds in the event that TTD, its agents, representatives, contractors or subcontractors fail to perform in accordance with applicable laws and regulations and this agreement. For any costs incurred by TTD after the execution date of this agreement that are directly related to the North Demo Project, Washoe County shall advance or reimburse TTD for those authorized costs, charges and expenses as long as the total amount advanced or reimbursed does not exceed One Million Four Hundred Thousand (\$1,400,000). TTD shall be solely responsible for any costs, charges and expenses of the North Demo Project in excess of that amount.

1b. AMEND Section 4 Term of the agreement in its entirety to:

This agreement shall be effective until June 30, 2021, unless terminated by either Party as specified in paragraph 15 herein.

2. Incorporated Documents. Exhibit A (Original Contract and Amendment #1 is attached hereto, incorporated by reference herein, and made part of this amended contract). Exhibit B (Amendment #2 is attached hereto, incorporated by reference herein, and made part of this amended contract).

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intended to be legally bound, thereby

TAHOE TRANSPORTATION DISTRICT



Carl Hasty, District Manager

COUNTY OF WASHOE



David Solaro, Assistant County Manager