

**3rd Amendment to Amended Joint Community Facilities
Agreement dated as of July 11, 2000 (the “3rd Amendment”), by
and among the City of South Lake Tahoe (the “City”), the County
of El Dorado (the “County”), the Tahoe Paradise Recreation and
Park District (“the Park”), and the South Lake Tahoe Recreation
Facilities Joint Powers Authority (the “Authority”)**

Recitals: All recitals in the Amended Joint Facilities Agreement of July 11, 2000 shall remain unchanged. The following additional recitals shall be added:

WHEREAS, the Tahoe Paradise Resort Improvement District was reorganized under Community Services District law as Tahoe Paradise Recreation and Park District under Local Agency Formation Commission legislation in 2017; and

WHEREAS, the legislation was specific to Resort Improvement Districts in the State of California, and had provisions that established that the reorganization did not in any way affect the entitlements and all other conditions that Tahoe Paradise Resort Improvement District had enjoyed as a Resort Improvement District.

NOW THEREFORE, in all locations of this Agreement in which “Improvement District” is employed, that will now be referred to as the “Park.”

Section 1, Section 2 and Section 3 remain unchanged.

Section 4: The following provisions will take effect on July 1, 2030, if at that time the Authority is still assessing Special Taxes for Community Facilities District No. 2000-1 of the South Lake Tahoe Recreation Facilities Joint Powers Authority (the “CFD”):

“In each fiscal year that the Special Tax is levied, the Authority shall cause the CFD to pay the following amounts from the special taxes collected in such fiscal year:

- (a) to the City the sum of \$90,000 per fiscal year to be used for the maintenance and improvement of the existing or new community play fields and related support facilities located on or adjacent to Lake Tahoe Community College and operated by the Community Play Consortium and for no other purpose;
- (b) to the Park the sum of \$135,000 per fiscal year to be used for the maintenance and improvement of public recreation and support facilities located on property currently owned by the Park and for no other purpose;
- (c) to the Lake Tahoe Unified School District the sum of \$90,000 per fiscal year to be used for the maintenance and improvement of the existing or new community play fields and support facilities located on property owned and operated by the Lake Tahoe Unified School District and for no other purpose;
- (d) to the City and to the County the sum of \$10,000 per mile per fiscal year for maintenance and improvement of each mile of existing or new shared use or Class 1 bicycle trail that is located in the CFD and is owned or operated by the City or County, respectively; and

(e) to the extent Special Taxes collected in such fiscal year remain after paying for the administration of the CFD and the Authority, after payment to the City, County, Park and Lake Tahoe Unified School District pursuant to (a) through (d) above, and upon approval by the Authority after consultation with the Bicycle Advisory Committee, all other available amounts per fiscal year may be used by the City and County to pay for Facilities, Services, and Incidental Expenses (as defined in Resolution No. 2025-01, adopted by the Governing Board of the Authority on December 18, 2025) related to maintenance and improvement of the bicycle trail network located in the CFD that is owned and operated by the City or County, respectively, and for other bicycle related facilities, services and/or programs within the CFD, and for no other purpose.

The allocation of special taxes available after payment of the expenses of administering the CFD and the Authority can be modified by the Governing Board of the Authority if the Governing Board determines that the modified allocation is reasonable in light of the then current circumstances. Prior to the Authority making the changed allocation, the proposed change shall have been submitted to and approved by the governing boards of the Authority's member agencies. Special taxes allocated to the City, the County, the Park, and the Lake Tahoe Unified School District shall be used for the purposes specified above and for no other purpose.

In the event insufficient Special Tax revenues are collected to pay the amounts described in (a) through (d), the payments in (a) through (d) will be reduced proportionally."

Section 5 and Section 6 remain unchanged.

This 3rd Amendment shall become effective upon the approval by the voters in the CFD of the Changes described in the Resolution of Consideration adopted by the Authority on December 18, 2025, and the Resolution Calling An Election scheduled for January 22, 2026.

In witness whereof, the parties hereto have executed this Agreement as of the day and date as now noted:

SOUTH LAKE TAHOE RECREATION
FACILITIES JOINT POWERS AUTHORITY

By: _____
President

CITY OF SOUTH LAKE TAHOE

COUNTY OF EL DORADO

By: _____
City Manager

By: _____
Chief Administrative Officer

TAHOE PARADISE RECREATION AND PARK DISTRICT

By: _____, Chairman