

**INTERLOCAL AGREEMENT
BETWEEN WASHOE COUNTY AND THE INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT REGARDING MAINTENANCE OF THE EAST
AND WEST ENTRANCE PARKS**

This Interlocal Agreement (“Agreement”) is entered into by and between the County of Washoe (“County”) and the Incline Village General Improvement District (“IVGID”). County and IVGID may be referred to as a “Party” or collectively as the “Parties” in this Agreement.

RECITALS:

A. The Parties previously entered into an Interpretative Parks Agreement between IVGID and Washoe County dated January 11, 1990 (“Prior Agreement”).

B. Under the Prior Agreement, IVGID constructed, at the County’s cost, entrance parks at the east and west ends of Lakeshore Boulevard within IVGID (the “East Park” and “West Park” collectively referred to as the “Parks”). The East Park is located on the real property described in Exhibit A, and the West Park is located on the real property described in Exhibit B.

C. Under the Prior Agreement, IVGID agreed to maintain the Parks at the County’s expense estimated not to exceed \$4,000 per year.

D. IVGID has continued to maintain the Parks, but its costs have exceeded the prior estimate.

E. The County and IVGID wish to enter into this Agreement to clarify and update their respective obligations for performing and funding the maintenance of the Parks.

NOW, THEREFORE, IT IS AGREED:

1. IVGID Operation and Maintenance of the Parks. During this Agreement, IVGID shall operate and maintain the Parks. IVGID shall ensure that the Parks are maintained at a level comparable to other IVGID parks and recreational facilities and considering the age of the Parks. The County may notify IVGID if it identifies any deficiency in the operation or maintenance of the Parks. IVGID shall promptly correct such deficiency consistent with the level of funding provided by the County or inform the County is writing why such condition is not a deficiency.

2. Cost of Operations and Maintenance. The County shall reimburse IVGID annually for its operation and maintenance of the Parks. Reimbursement shall include (i) any direct, internal labor costs incurred at then current direct labor rate plus benefits and overhead or (ii) if IVGID utilizes a third-party to provide operations and maintenance services, such costs incurred by IVGID and any internal direct or indirect costs (not to

exceed 10% of the total Agreement), including administrative and project management costs. IVGID shall provide the calculation of any costs at County's request. IVGID shall provide County with an invoice for reimbursement no less than quarterly on a July 1 thru June 30 fiscal year. Invoices shall include detailed documentation of expenses to be reimbursed such as receipts, invoices and payroll statements. Total reimbursements for the fiscal year may not exceed \$8,000 without prior written approval from the County. County shall pay the annual invoice within thirty (30) days of receipt from IVGID.

3. Capital Improvements. The County shall always hold title to the Parks during this Agreement. The County may construct any improvements to the Parks that it believes are necessary or advisable. In addition, IVGID may recommend potential improvements to the Parks to the County. The County may elect to construct any improvements in its sole discretion. Any such improvements may be constructed by the County. Alternatively, the County may request that IVGID construct such improvements at County's cost. IVGID shall not construct any such improvements without a written agreement with the County. All improvements constructed under this section shall be constructed by the Party or by a contractor under the direction of such Party and in compliance with applicable laws, including competitive bidding and prevailing wage. The Parties shall require any third-party contractor to indemnify and add both Parties as additional insured on any insurance policies required by the contractor under the construction contract for such improvements.

4. Liability Insurance; Indemnity.

a. IVGID shall obtain and maintain general liability insurance or equivalent self-insurance for the Parks. The County shall be included as an additional insured for such insurance.

b. The Parties hereby agree to indemnify and hold the other Party harmless from and against all claims, losses, liabilities, obligations, costs, expenses and damages, whether incidental, consequential or special, including legal fees and expenses, arising out of (i) any breach or default on their part in the performance of any of their obligations under this Agreement or (ii) any act or negligence of the Party or of any of their agents, contractors, servants, employees or licensees with respect to the performance of this Agreement. This indemnity shall survive termination of this Agreement.

5. Term; Termination. This Agreement shall be effective as of _____, 2022, and shall continue in effect indefinitely for as long as the Parks are in existence. This Agreement may be terminated without penalty, charge, or sanction by either Party effective June 30th each year with at least ninety (90) days' prior written notice to the other Party.

6. Interlocal Agreement. This Agreement is an interlocal agreement under NRS 277.110.

7. Notice. Notices under this Agreement shall be given in writing, by personal delivery or first class mail, addressed to:

Jennifer Hoekstra, Fiscal Compliance Officer
Washoe County Community Services Department
1001 E. Ninth Street Bldg A 2nd Floor
Reno, Nevada 89512

Indra Winqest
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, Nevada 89451

The Parties shall also provide email courtesy copies of any such notice to the following:

Jennifer Hoekstra, Fiscal Compliance Officer
jhoekstra@washoecounty.gov

Indra Winqest
ISW@ivgid.org

Upon receipt of the email, either Party may waive personal delivery or first-class mail delivery. Such waiver shall be in writing, through email or other means of written communication.

Either Party may change the person or address to which notices shall be given by providing written notice to the other Party in accordance with the aforementioned notice provision.

8. Complete and Final Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and represents the complete and final expression of the parties and supersedes any prior written or oral discussions, negotiations, understandings or agreements between the Parties, including the Prior Agreement. The above recitals and attached exhibits are incorporated into this Agreement by reference.

9. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Party. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the Parties, or their respective successors, assigns, heirs and legal representatives any interest or rights (including without limitation any third-party beneficiary rights) with respect to or in connection with any Agreement or provision contained herein or contemplated hereby.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

12. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Nevada. Any litigation related to this Agreement shall be brought in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. IVGID and the County do not waive and intends to assert any and all available limitation of liability remedies in NRS Chapter 41.

13. Severability. If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have approved the execution of this Agreement by their duly authorized representatives as of the date of the last Party to sign below (“Effective Date”).

COUNTY OF WASHOE

Chair, Washoe County Commission

Dated: _____, 2022

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By:

Dated: _____, 2022

EXHIBIT “A”

EAST PARK

[Insert Map]

EXHIBIT "A"

WEST PARK

Beginning at a Point 21.10 ft. Left of Engineers Station "04" 197+40.07 (Centerline P.T.) said point being on a 978.90 ft. radius curve to the Right, the radius point of which bears S 31°45'07"E;

THENCE 184.71 ft. along the arc of said curve to the Right through a central angle of 10°48'40", the chord of which bears N 63°39'13"E 184.43 ft. to a point;

THENCE S 34°30'28"E 34.91 ft. to a point;

THENCE S 19°36'19"W 56.82 ft. to a point;

THENCE S 07°22'48"E 40.01 ft. to a point;

THENCE S 36°42'53"E 52.32 ft. to a point;

THENCE S 01°53'30"E 69.35 ft. to a point;

THENCE S 85°36'10"W 222.70 ft. to a point on a 135.00 ft. radius curve to the Right;

THENCE 127.91 ft. along the arc of said curve to the Right through a central angle of 54°17'09", the chord of which bears N67°15'16"W 123.18 ft., to a point on a 20.00 ft. radius curve to the Right;

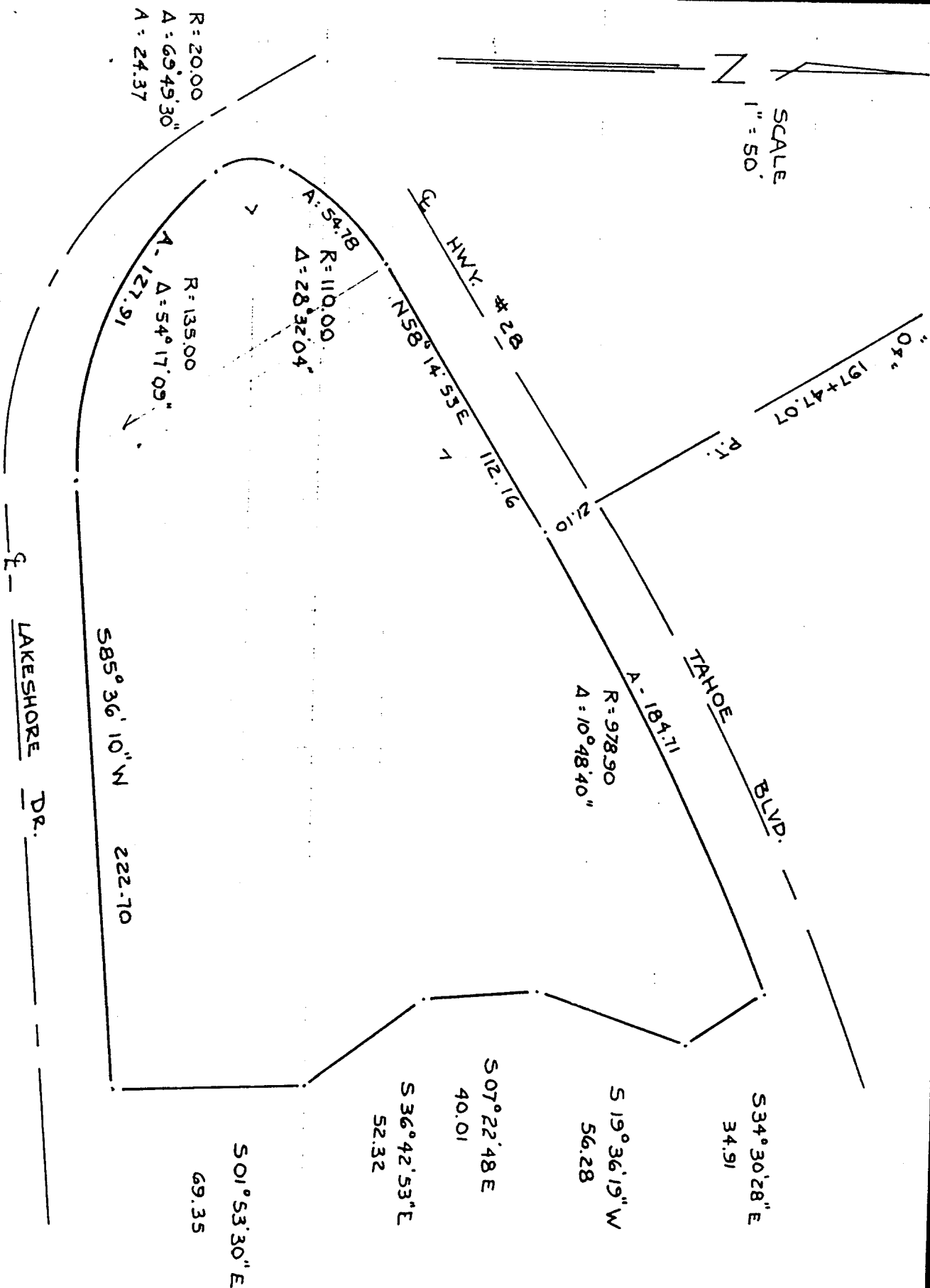
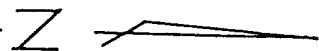
THENCE 24.37 ft. along the arc of said curve to the Right through a central angle of 69°49'30", the chord of which bears N 05°11'56"W 22.89 ft., to a point on a 110.00 ft. radius curve to the Right;

THENCE 54.78 ft. along the arc of said curve to the Right through a central angle of 28°32'04", the chord of which bears N 43°58'51"E 54.22 ft. to a point;

THENCE N 58°14'53"E 112.16 ft. to the Point of Beginning.

Said Parcel as described contains 53,661 sq. ft. or 1.232 Acres more or less.

SCALE
1" = 50'



WEST PARK

EXHIBIT “B”

WEST PARK

[Insert Map]

EAST PARK

Parcel 1,

Beginning at a Point 29.98 ft. Left of Engineers Station "03" 549+54.75 (Centerline P.O.C.), Said point being on a 1821.19 ft. radius curve to the Left, the radius point of which bears S 61°37'45"E;

THENCE 253.65 ft. along the arc of said curve to the Left through a central angle of 7°58'48", the chord of which bears S 24°22'51"W 253.44 ft., to a point on a 25.00 ft. radius curve to the Right;

THENCE 33.86 ft. along the arc of said curve to the Right through a central angle of 77°36'35", the chord of which bears S 59°11'45"W 31.33 ft., to a point on a 110.00 ft. radius curve to the Right;

THENCE 82.89 ft. along the arc of said curve to the Right through a central angle of 43°10'27", the chord of which bears N 60°24'44"W 80.94 ft., to a point on a 182.00 ft. radius curve to the Right;

THENCE 74.54 ft. along the arc of said curve to the Right through a central angle of 23°27'54", the chord of which bears N 27°05'34"W 74.02 ft., to a point;

THENCE N 15°21'37"W 135.91 ft. to a point;

THENCE N 74°38'23"E 35.00 ft. to a point on a 125.00 ft. radius curve to the Left, the radius point of which bears N 48°16'33"E;

THENCE 236.86 ft. along the arc of said curve to the Left through a central angle of 108°34'10", the chord of which bears N 83°59'28" 202.98 ft., to a point being 71.42 ft. Left of Engineers Centerline Station "03" 549+56.96 P.O.C.;

THENCE S 60°17'37"E 41.47 ft. to the Point of Beginning.

Said Parcel as described contains 37,832 sq. ft. or 0.87 Acres more or less.

Parcel 2,

Beginning at a Point 188.71 ft. Left of Engineers Station "0³" 546+99.82 (Centerline P.O.C.), said point being on a 218.00 ft. radius curve to the Left, the radius point of which bears N 59°03'02"E;

THENCE 71.34 ft. along the arc of said curve to the Left through a central angle of 18°45'03", the chord of which bears S 40°19'30"E 71.03 ft. to a point;

THENCE S 12°47'26"W 27.09 ft. to a point;

THENCE S 36°51'52"W 29.50 ft. to a point;

THENCE N 15°21'37"W 106.35 ft. to a point;

THENCE N 74°38'23"E 6.12 ft. to the Point of Beginning.

Said Parcel as described contains 2141 sq. ft. or 0.049 Acres more or less.

Parcel 3,

Beginning at a Point 35.08 ft. Left of Engineers Station "0³" 546+19.99 (Centerline P.O.C.), said point being on a 1330.80 ft. radius curve to the Left, the radius point of which bears S 82°57'48"E;

THENCE 408.66 ft. along the arc of said curve to the Left through a central angle of 17°35'40", the chord of which bears S 01°45'38"E 407.06 ft. to a point;

THENCE S 79°26'32"W 24.00 ft. to a point on a 1354.80 ft. radius curve to the Right, the radius point of which bears N 79°26'32"E;

THENCE 399.23 ft. along the arc of said curve to the Right through a central angle of 16°53'02", the chord of which bears N 02°06'57"W 397.79 ft. to a point;

THENCE S 74°38'23"W 42.75 ft. to a point;

THENCE N 11°07'00"E 37.57 ft. to a point;

THENCE N 26°17'37"E 21.11 ft. to a point;

THENCE N 42°52'54"E 9.19 ft. to a point;

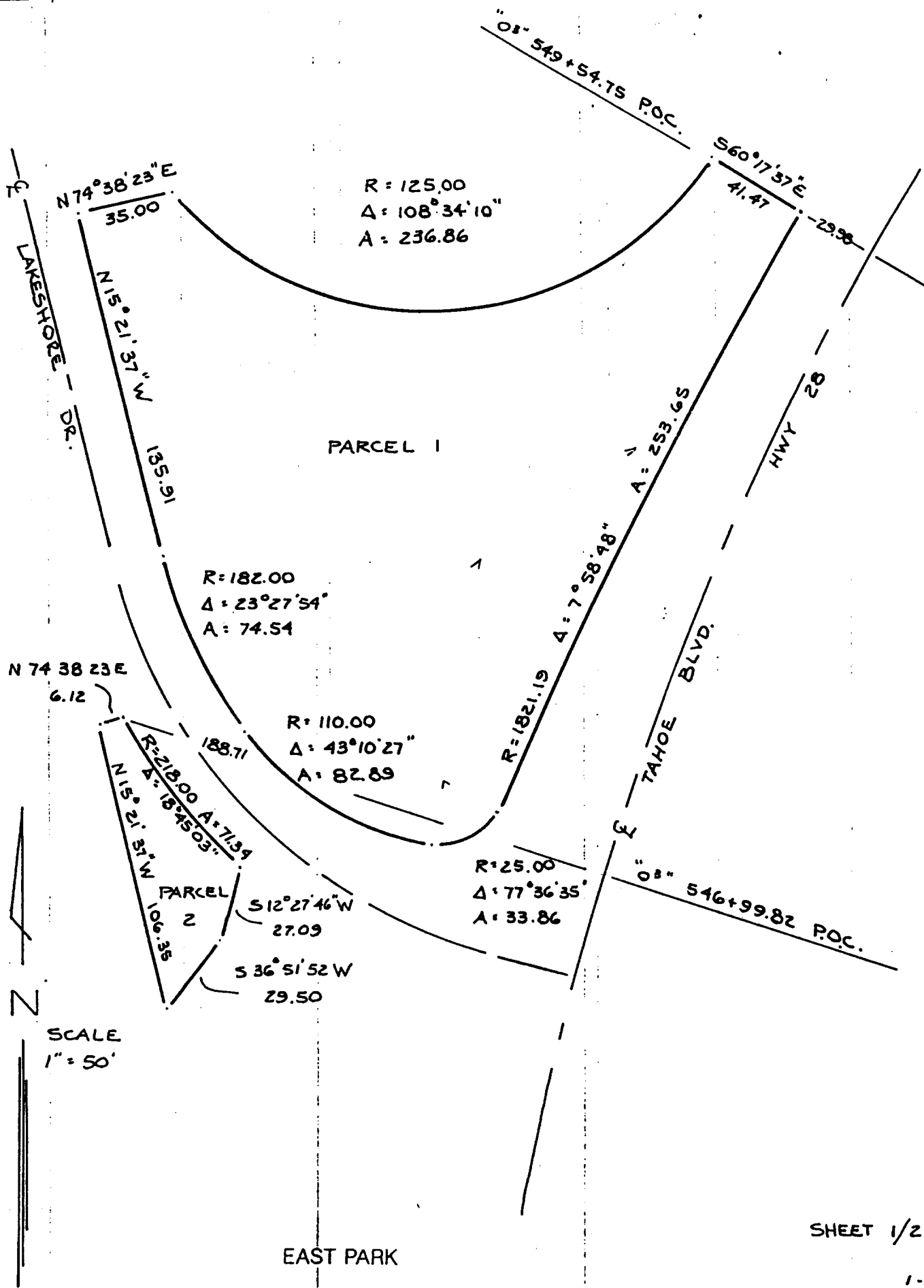
THENCE N 81°18'01"E 5.97 ft. to a point;

THENCE S 58°48'53"E 12.72 ft. to a point;

THENCE S 47°35'01"E 21.29 ft. to a point;

THENCE S 33°48'25"E 20.94 ft. to the Point of Beginning.

Said parcel as described contains 12,128 sq. ft. or 0.278 Acres more or less.



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579° 26' 32" W
24.00

SHEET 2/2

~~EAST PARK~~