

INTERLOCAL AGREEMENT FOR GARBAGE AND REFUSE COLLECTION
BETWEEN WASHOE COUNTY AND SUN VALLEY GENERAL IMPROVEMENT
DISTRICT

THIS AGREEMENT, made this ____ day of _____, 2018, by and between SUN VALLEY GENERAL IMPROVEMENT DISTRICT, a quasi-municipal corporation and body politic, organized pursuant to the provisions of NRS Chapter 318 of the Nevada Revised Statutes (hereinafter referred to as “SVGID”) and the COUNTY OF WASHOE, a political subdivision of the State of Nevada (hereinafter referred to as “COUNTY”).

W I T N E S S E T H

WHEREAS, in 1991, Sun Valley General Improvement District (hereafter “SVGID”) was granted by Washoe County (hereafter “COUNTY”) the power to collect and dispose of garbage and refuse pursuant to NRS 318.142; and

WHEREAS, SVGID provided said service through agreements with Independent Sanitation Company (now Waste Management, Inc.), the exclusive franchise holder for said services within Washoe County, through November 30, 2007; and

WHEREAS, SVGID and COUNTY have been operating since November 30, 2007 under an inter-local agreement executed on November 20, 2007, intended at the time as a back-up and interim agreement, that authorized COUNTY to include properties within SVGID boundaries for collection under COUNTY’s franchise agreement with Waste Management, Inc.; and

WHEREAS, said interim agreement provided that COUNTY would distribute to SVGID those franchise fees collected and attributable to SVGID properties; and

WHEREAS, NRS 277.180 provides that any 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 public agency entering into the contract is authorized to perform; and

WHEREAS, it is the desire of the parties to make the above-referenced interim arrangement for garbage and refuse collection permanent under the County’s Solid Waste

Services Franchise Agreement with Waste Management, Inc., as it may be amended from time to time.

NOW, THEREFORE, the parties hereto do agree as follows:

1. COUNTY agrees:

- a. To include all properties within the SVGID boundaries under its Solid Waste Franchise Agreement with Waste Management, Inc.
- b. To distribute to SVGID franchise fees attributable to said SVGID properties, minus a \$100 administrative fee, on a quarterly basis.
- c. To determine the quarterly payment to SVGID based upon the percentage of SVGID customers being served to the overall number of all customers being served via the COUNTY franchise agreement with Waste Management, Inc.
- d. To make said distribution to SVGID within thirty (30) days of receiving and verifying the current number and identification of SVGID accounts receiving garbage and refuse service.

2. SVGID agrees:

- a. To provide COUNTY by the 15th of the month following the end of each quarter a document indicating the number of ratepayer accounts contained within SVGID boundaries.
- b. To cooperate in any COUNTY verification process.

3. General Provisions:

- a. **Duration.** This agreement shall continue in perpetuity unless sooner terminated or amended by agreement of the parties hereto.

- b. **Termination.** Either party may terminate this agreement, with or without cause, with a six-month notice in writing to the other party.
- c. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by the court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- d. **Entire Agreement.** This agreement may from time to time be changed, altered, modified, or supplemented by and with the consent of the parties hereto in accordance with the authorization of the respective governing bodies of the parties.
- e. **Governing Laws and Venue.** This agreement shall be governed by the laws of the state of Nevada and any venue for any dispute thereon shall be in Washoe County.
- f. **Attorney's Fees/Mediation.** Any dispute under this agreement shall first be subject to mediation as agreed by the parties.
- g. **Notices.** All notices or writings pursuant to this agreement shall be in writing and may be served by sending the same by mail addressed to the following:

SVGID: General Manager
 Sun Valley General Improvement District
 5000 Sun Valley Boulevard
 Sun Valley, Nevada 89433

COUNTY: County Manager
 Washoe County
 1001 E. Ninth Street
 Reno, NV 89512

- h. **Binding Effect.** This agreement shall be binding upon and shall inure to the benefit of any successor entities to the party signatories hereto.

IN WITNESS WHEREOF, each party pursuant to the authority granted by its governing body has caused this agreement to be executed on the date indicated hereinabove.

Sun Valley General Improvement District

County of Washoe

Chair, Board of Trustees

Chair, Board of County Commissioners

Attest:

Attest:

Secretary, Board of Trustees

Washoe County Clerk

Dated: _____

Dated: _____