

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN WASHOE COUNTY AND SUN VALLEY  
GENERAL IMPROVEMENT DISTRICT REGARDING  
TRANSFER OF OWNERSHIP OF CERTAIN COUNTY PARKS

WHEREAS, Washoe County ("County") and the Sun Valley General Improvement District ("Sun Valley") entered into an agreement in 2010 for the transfer of various county-owned parks and related park facilities to Sun Valley ownership; and

WHEREAS, included among said transfer of parks was APN 085-211-03, otherwise known as the Sun Valley Community Park; and

WHEREAS, not referenced in said agreement was the flood control facility, referred to as the Sidehill Detention Facility, located within said park property; and

WHEREAS, Sun Valley has no power under NRS Chapter 318 to fund and operate flood control and storm drainage facilities; and

WHEREAS, County does have and has historically exercised said power pursuant to NRS 244.146; and

WHEREAS, the parties desire to amend said 2010 agreement to provide for the operation and control of said Facility by County with general ground maintenance provided by Sun Valley.

NOW, THEREFORE, IT IS AGREED to amend the 2010 agreement between County and Sun Valley by the addition of a new section III.A. clarifying the roles of County and Sun Valley with regard to the Sidehill Detention Facility as follows:

III. A.  
TRANSFER EXCEPTION

1. County shall retain jurisdiction and responsibility for the flood control facility, otherwise referred to as the Sidehill Detention Facility (hereafter "Facility"), within the Sun Valley Community Park. More specifically, County shall be responsible for regulatory compliance of said facility, including but not limited to, the implementation of any required or updated Emergency Action Plan (EAP). County shall also retain jurisdiction over the control gate (including its operation during flood events) and the concrete-lined channel (including all inlets).

2. Sun Valley shall utilize its recreational power to fund and maintain the ground surface of the Facility. Such maintenance is to include weed control, tree removal, rodent issues and any other determined impediments to the utilization of the site as a park and the free flow of water through the Facility during a flood event.

WASHOE COUNTY

SUN VALLEY GENERAL  
IMPROVEMENT DISTRICT

\_\_\_\_\_  
Chair, Board of County  
Commissioners

\_\_\_\_\_  
Chair, Board of Trustees

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Secretary, Board of Trustees

INTERGOVERNMENTAL AGREEMENT  
BETWEEN WASHOE COUNTY AND SUN VALLEY  
GENERAL IMPROVEMENT DISTRICT REGARDING  
TRANSFER OF OWNERSHIP OF CERTAIN COUNTY PARKS

THIS AGREEMENT, is made and entered into the day and year below written, by and between Washoe County, a political subdivision chartered under the laws of the State of Nevada, and Sun Valley General Improvement District, a political subdivision of the State of Nevada, organized pursuant to the provisions of Chapter 318 of Nevada Revised Statutes.

W I T N E S S E T H:

WHEREAS, Washoe County ("County") and Sun Valley General Improvement District ("Sun Valley"), as political subdivisions of the State of Nevada (collectively "Parties"), are authorized pursuant to NRS 277.045 and 277.053 to enter into contracts between themselves upon the terms and for the purposes hereinafter stated, and the respective Parties hereby acknowledge that by this agreement the public interest, economy and general welfare will be better served thereby; and

WHEREAS, due to recent unhealthy economic times, County has been constrained in its budget requirements to continue the same high service levels in the management and maintenance of certain County public parks and improvements thereon within the County, including certain County public parks and improvements located within the boundaries of Sun Valley, Washoe County, Nevada; and

WHEREAS, Sun Valley and its citizens have expressed a desire to obtain ownership of said County parks within Sun Valley, and is willing to assess its customers directly for all or a portion of the budget amounts necessary for the maintenance and upkeep of the said parks, and

has for that purpose recently acquired the recreational power as a general improvement district from the County, to own and operate such parks on behalf of its customers and citizens of Washoe County;

NOW, THEREFORE, in consideration of the premises, the mutual promises, agreements and covenants of the Parties contained herein, it is agreed by and between the County and Sun Valley as follows:

#### ARTICLE I THE PARKS

1. The County parks the subject of this agreement (hereafter "the parks") as shown in "Exhibit A" attached hereto and incorporated by reference are located and described as follows:

a. the Sun Valley Community Park (APN 085-211-03) consisting of 26.09 acres at 115 W. 6<sup>th</sup> Avenue, including but not limited to all improvements thereon such as the Neighborhood Center building, outdoor swimming pool and adjacent building (containing dressing rooms, office, first aid, and lobby space), skateboard park, in-line hockey rink, outdoor basketball courts, playground, outdoor volleyball court, Mary E. Hansen Center building, BMX track, baseball field, soccer field, walking/jogging track, two group picnic pavilions, and parking areas as shown in "Exhibit I-A" attached hereto and incorporated within;

b. Gepford Park (APN 085-153-02) consisting of 8.35 acres, at 5350 Leon Drive, and all improvements thereon as shown in "Exhibit I-B" attached hereto and incorporated within;

c. Highland Ranch Park (APNs 083-730-11 and 083-011-16) totaling 29.21 acres, at 1200 Highland Ranch Parkway, and all improvements thereon as shown in "Exhibit I-C" attached hereto and incorporated within;

d. Sun Mesa Park on Sun Mesa Dr. (APN 504-471-15) consisting of 2.89 acres) at 570 Sun Mesa Drive and all improvements thereon as shown in "Exhibit I-D" attached hereto and incorporated within.

2. This Agreement excludes the Sun Valley Regional Park (APN 508-020-55) located at 5905 Sidehill Drive, and all other County owned open space properties located within Park District 2D, Sun Valley Nevada, which shall remain under the County's ownership and control.

## ARTICLE II TRANSFER OF THE PARKS

1. The County shall, at such time as valid legal descriptions of the lands encompassing the parks are available, and in no event later than 60 days from the date of full approval hereof, transfer ownership of the Sun Valley Community Park from the County to Sun Valley. In light of the timing of the approval of this Agreement, Sun Valley will have collected sufficient funds from its customers only to fund the operation and maintenance of the Sun Valley Community Park and its amenities commencing with the spring/summer season in 2010 and thereafter. The transfer of the balance of the parks listed herein to Sun Valley shall not occur before December 1, 2010, but shall be accomplished no later than April 1, 2011.

2. There shall be no monetary consideration charged to Sun Valley for such transfers, other than the covenants and agreements herein to be performed by Sun Valley as to such parks.

3. A Deed restriction will be inserted in the said Deeds to ensure that the use of said property transferred shall continue in its current use as public parks, in perpetuity, unless the consent of the County to any other such use or transfer is first had and obtained. In addition, should Sun Valley cease to exist, the parks shall revert back to County ownership.

4. Such transfers shall be accomplished by use of a Deed prepared by counsel for Sun Valley and approved by counsel for the County, the Grantor being such entity as a title search through First American Title Company (or other title company approved by the Parties) shows as the current holder of valid legal title to the lands encompassing each park, to the Grantee as "Sun Valley General Improvement District, a political subdivision of the State of Nevada." The parties shall divide equally any title fees charged in pursuit of the appropriate descriptions for said deeds, except that the initial preliminary title report for the Sun Valley Community Park has been earlier paid for by Sun Valley.

5. A separate Deed shall be utilized for each park.

6. An appropriate Bill of Sale, if deemed necessary by Sun Valley, shall be utilized to transfer any personal property conveyed with the said parks.

### ARTICLE III TRANSFER OF EXISTING PARK OBLIGATIONS

1. Sun Valley shall take ownership of such parks subject to any and all legal agreements that the County now has with other entities for the use of such parks, except as noted below. The obligations and agreements now existing between the County and other entities are as follows:

a. a Lease Agreement dated August 26, 2008 with the Community Services Agency, a Nevada non-profit corporation, covering premises at the Sun Valley Neighborhood Center.

b. a Lease Agreement dated June 10, 2008 with the Boys and Girls Club of the Truckee Meadows, a Nevada non-profit corporation, covering premises at the Mary E. Hansen Center.

c. an Interlocal Agreement dated on or about June 10, 2008 with the Washoe County

School District, acting for the Sun Valley Family Resource Center, a Nevada Local Education Agency, covering premises at the Sun Valley Neighborhood Center.

d. a Memorandum of Understanding ("MOU") between Washoe County Senior Services and Washoe County Regional Parks and Open Spaces dated August 4, 2009, currently is in effect. This MOU covers management of the Sun Valley Neighborhood Center and describes activities in such Center including the Washoe County Sheriff's substation. Since Sun Valley desires to undertake full management of the Sun Valley Neighborhood Center, this MOU will terminate upon the effective date of this Agreement. Sun Valley does not intend to change the current arrangements as to the Sheriff's substation, and will cooperate fully with the Washoe County Senior Services in continuation of its services to the senior citizens wherever possible and consistent with Sun Valley's management goals for the Neighborhood Center.

e. a Lease Agreement dated April 13, 2009 between Washoe County and Bighorn BMX Incorporated for operation of the BMX track located in the Sun Valley Community Park.

2. Copies of such Agreements have been supplied by the County to Sun Valley. Such Agreements are incorporated herein by reference.

3. County shall execute appropriate assignments of such Agreements to Sun Valley, and Sun Valley shall thereby agree to take up and comply with all obligations of the County therein, and hold the County harmless therefrom.

#### ARTICLE IV OTHER PROVISIONS

1. Current and Future Grant Funding: The County and Sun Valley were co-sponsors of a successful Community Development Block Grant for monies to be used for rehabilitation to the swimming pool located at Sun Valley Community Park described above. Some of such grant

funds have been expended in pursuit of such improvements to date, and yet additional expenditures of such grant monies are still forthcoming. See "Exhibit IV-A" attached hereto and incorporated within. The parties agree that they shall continue to use such grant funds, on the existing schedule of improvement, exclusively for the purposes intended in improving the pool and its related facilities until all such monies have been expended. Further, in the event grants are available in the future for improvements of any of the parks herein or the improvements thereon, and the assistance of the County would improve the ability to obtain such grants, the County agrees to continue such cooperation in obtaining such grants.

2. Future County Funding: The Parties hereto recognize that some of the parks and their amenities here transferred are County-wide resources, often used by a variety of Washoe County residents, and not solely by residents of Sun Valley. Sun Valley does not intend to restrict use of such facilities only to Sun Valley GID ratepayers. At such time as County becomes more financially stable, Sun Valley may consider requesting funds from the County to assist with management and improvements of the parks as appropriate, through a separate agreement, with final approval required by the Board of County Commissioners.

3. Residential Construction Tax Funds: The Residential Construction Tax (RCT) is a fee collected by County to be utilized for neighborhood parks in the area from which the tax is collected. The tax is only collected for new construction, at the rate of 1% of the valuation of each building permit issued by County, or \$1,000 per residential dwelling unit, whichever amount is less. Existing law restricts the use of the proceeds of the tax to the acquisition, improvement and expansion of neighborhood parks, or the installation of facilities in existing neighborhood parks as required to serve the residents residing in the new construction. Under



existing law, the proceeds of the tax cannot be used for maintenance or reconstruction of existing facilities.

Subject to the above restrictions, Sun Valley reserves the right to apply for access to these tax funds collected for new construction in Sun Valley, to use for specific projects for the parks in Sun Valley, Park District 2D, consistent with the criteria established in NRS 278.4983. If use for specific Sun Valley projects consistent with approved Park Master Plans (as described in Article IV, Subsection 4 below) is approved by County, County will manage the distribution and use of such funds, through a separate design and construction agreement, and will maintain approval and oversight of any such project utilizing these funds.

4. PARK IMPROVEMENTS & PARK MASTER PLANS: Park improvements shall comply with approved Park Master Plans, attached hereto and incorporated within as "Exhibits IV-B, IV-C, IV-D, and IV-E." Proposed revisions to any Park Master Plans shall involve a public review process with input and recommendations from Sun Valley residents, Sun Valley Citizen Advisory Board, Washoe County Regional Open Space and Park Commission, with final approval by the Board of County Commissioners. Park Improvements shall conform to the latest "Standard specifications for public works construction, Washoe County, Nevada" (Orange Book) and Washoe County "Standard specifications for parks and open space construction" (Green Book). Park equipment should be placed based upon standards set by the U.S. Consumer Product Safety Commission. A Certified Playground Safety Specialist shall supervise installation of all playground equipment included in the Park Improvements.

#### ARTICLE V MISCELLANEOUS PROVISIONS

1. Notices: All notices or other communications required or permitted hereunder shall be

in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of posting by the United States Post Office; or (iii) if given by electronic facsimile, when received by the other party.

2. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and supercedes any and all prior agreements, arrangements or understandings regarding the same subject matter as this Agreement, which are null and void.

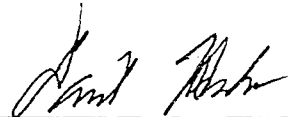
3. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada and venue for any such action shall be in Washoe County, Nevada.

4. Written Amendments: This Agreement may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

5. Future Cooperation: Each party shall, at the request of another, at any time execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

6. Headings: Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this agreement.

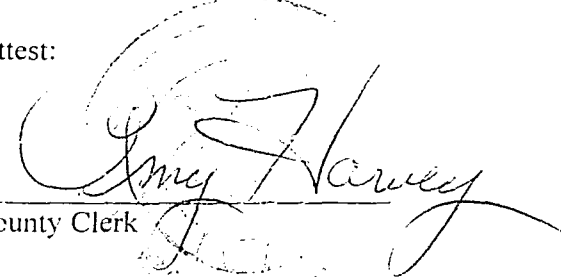
WASHOE COUNTY

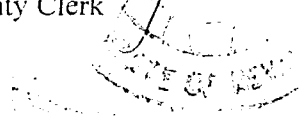


Chairperson, Board of  
County Commissioners

Dated: 3.23.10

Attest:

  
County Clerk



SUN VALLEY GENERAL  
IMPROVEMENT DISTRICT



Chairperson, Board of Trustees

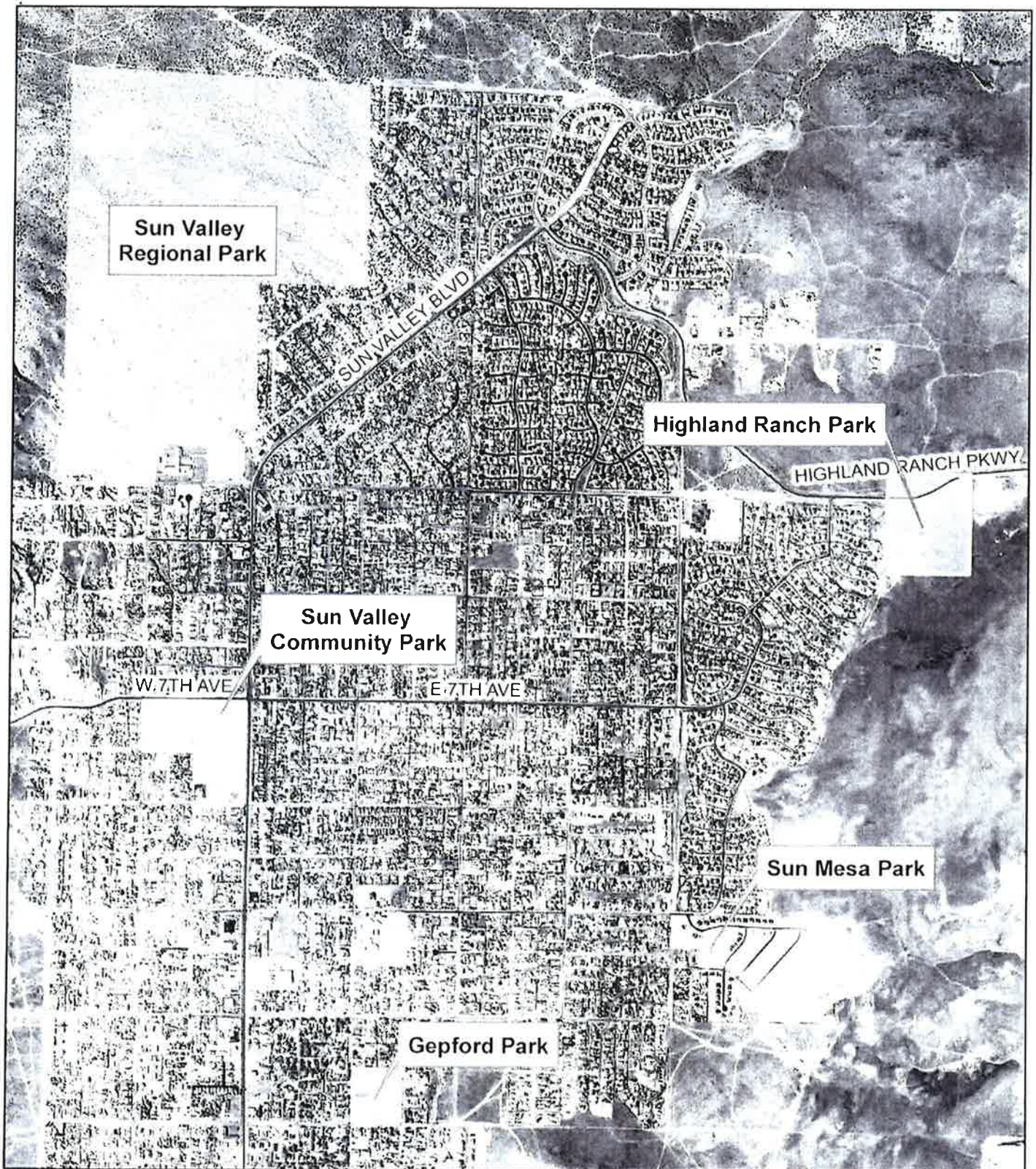
Dated: 3/10/2010

Attest:

  
Secretary, Board of Trustees

10-234





**Washoe County Parks - Sun Valley  
Park District 2D**

SVGID proposed ownership

**EXHIBIT A**



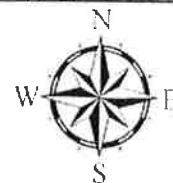


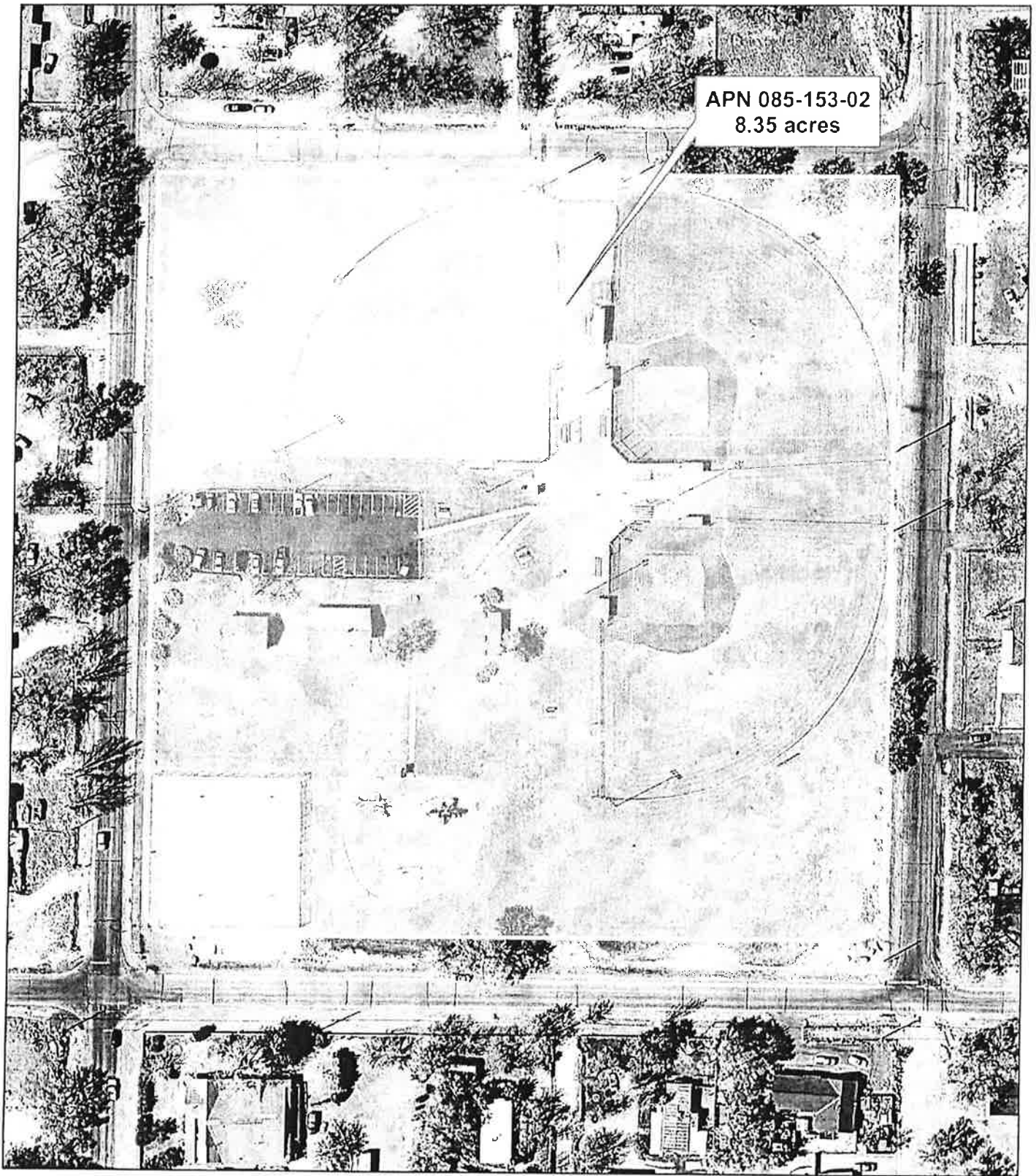


## SUN VALLEY COMMUNITY PARK

SVGID proposed ownership

EXHIBIT I-A





SVGID proposed ownership

## GEPFORD PARK EXHIBIT I-B







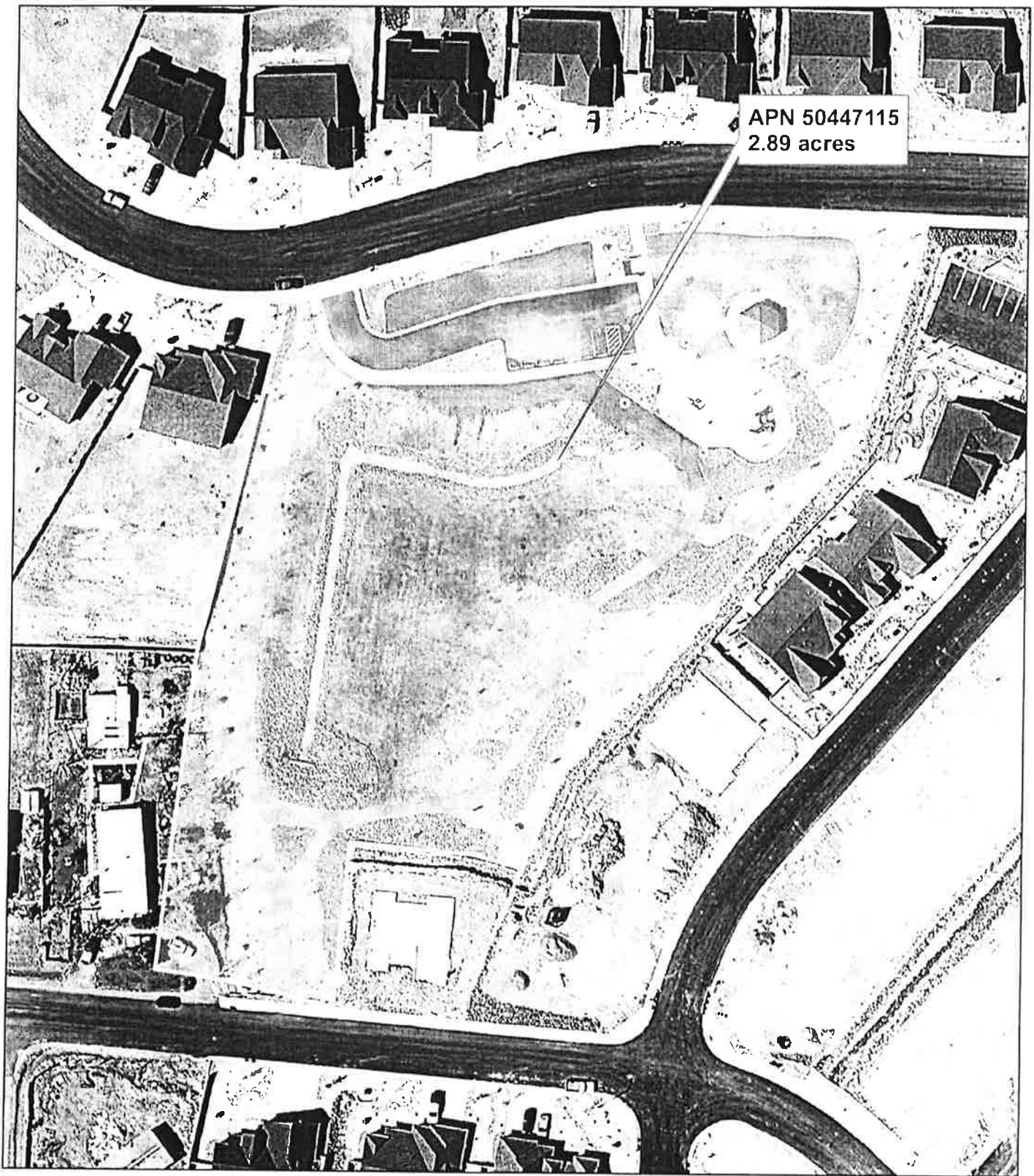
## HIGHLAND RANCH PARK

SVGID proposed ownership

EXHIBIT I-C







## SUN MESA PARK

SVGID proposed ownership



EXHIBIT I-D





Sign and return one copy to CED

**2. Recipient of these funds agrees to the Financial Assurances and Program Assurances per the Annual Participation Statement.**

TYPED NAME OF CED OFFICER :	<u>Des Craig, CDBG Director</u>
SIGNATURE: 	(775) 687-1812 DATE: <u>7.14.09</u>
TYPED NAME OF CED DIRECTOR:	<u>Mike Skaggs, CED Executive Director</u>
SIGNATURE: 	DATE: <u>7/14/09</u>
TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL:	<u>David Humke, Chair</u>
SIGNATURE: _____	DATE: _____

ORIGINAL



## Office of the Governor

JIM GIBBONS  
GOVERNOR

July 8, 2009

Mr. David Humke  
Chair  
Washoe County Board of Commissioners  
PO Box 11130  
Reno, NV 89520

Dear Commissioner Humke,

I am pleased to award \$223,739.94 from the Nevada Community Development Block Grant (CDBG) Program to Washoe County. CDBG funding will assist with the renovation of the Sun Valley swimming pool.

Recently, rural communities submitted nineteen applications requesting \$3,111,349.00 in funding from the state-wide rural CDBG program. With only \$1,270,969.94 in this round available, fifteen of the projects were recommended for funding.

Since 1982, CDBG funds have proven beneficial to communities throughout the state. Nevada's rural counties and small cities have been able to improve their quality of life by upgrading infrastructure, constructing facilities, and promoting economic development. Your project continues the worthwhile utilization of CDBG funds.

A staff member from the CDBG program will contact you soon to provide information on proceeding with this grant.

I wish you success with this project, which I know will benefit the people of Washoe County.

Sincerely,

A handwritten signature in cursive script that reads "Jim Gibbons".

JIM GIBBONS  
Governor

101 N. CARSON STREET • CARSON CITY, NEVADA 89701 • TELEPHONE: (775) 684-5670 • FAX: (775) 684-5683  
555 E. WASHINGTON AVENUE, SUITE 5100 • LAS VEGAS, NEVADA 89101 • TELEPHONE: (702) 486-2500 • FAX: (702) 486-2505



**Jim Gibbons**  
*Governor*

**Brian K. Krolicki**  
*Lieutenant Governor*  
*Chair*

**Michael E. Skaggs**  
*Executive Director*

- Business Development
- Global Trade & Investment
- Office of Diplomatic Relations & Protocol
- Procurement Outreach
- Community Development Block Grants
- Nevada Film Office
- Made in Nevada
- Rural Economic Development

108 East Proctor Street  
Carson City, Nevada  
89701-4240  
775.687.4325  
775.687.4450 (Fax)

555 East Washington Avenue  
Suite 5400  
Las Vegas, Nevada  
89101-1083  
702.486.2700  
702.486.2701 (Fax)

expand2Nevada.com  
800.336.1600



July 15, 2009

Mr. David Humke, Chair  
Washoe County Board of Commissioners  
PO Box 11130  
Reno, NV 89520

Dear Commissioner Humke:

We are pleased to award a \$223,739.94 public facilities grant from the State of Nevada Community Development Block Grant Program to rehabilitate the Sun Valley pool.

Enclosed are the Notice of Grant Award and a letter from the Governor of the State of Nevada regarding this grant.

Please sign the original and conformation copy of the Notice of Grant Award and prepare a Certification Letter on county stationery (see sample attached). Send the originals to CDBG and retain copies in your grant file. (The Certification Letter serves to identify who is authorized to sign the CDBG account. Please note, if any of the signatories on the CDBG account change during project implementation, the Certification Letter should be updated and forwarded to us to avoid delays in processing your draw requests.)

The environmental review requirements need to be met for this project and the prescribed documentation must be received and approved by CDBG staff prior to issuance of the Notice to Proceed.

Please ensure that your grant administrator is familiar with the contents of the Program and Financial Assurances contained in your Annual Participation Statement. This document provides lists of many of the important, but often overlooked, requirements of the grant.

Further, please note the following additional grant conditions:

1. Grant funds cannot be spent or otherwise obligated by the grantee until the Director for Rural Community Development issues a Notice to Proceed.

Any expenses incurred prior to the issuance of the Notice to Proceed are ineligible for payment from grant funds, unless approved in advance by the Director of Rural Community Development.

2. The first draw down of funds must be made within nine months from the date of the grant award. Spending grant monies expeditiously is of significance to HUD and ensures the project is underway in a timely manner. As a general rule, the funds are only available within the specified grant period unless an extension is requested and received.

3. Please ensure the requirements for Non Discrimination/Equal Opportunity are met.

4. The Minority Business Enterprise Report, the Grantee's Notification of Contracts and Subcontracts Awarded, the Project Benefits Report, Final Financial documents, and Job Creation information are critical components of HUD's reporting requirements and necessary for grant closure. Please ensure that these forms are completed and submitted to CDBG on completion of the project.

We look forward to working closely with you towards the successful and timely completion of your project. The Rural Community Development staff are available for assistance should any problems arise. Feel free to contact them at (775) 687-4325/1812.

Sincerely,



Mike E. Skaggs  
Executive Director

cc: Gabrielle Enfield, Grant Administrator, Washoe County  
CED Business Office

Encl: Grant Award Documents  
Sample Certification Letter

SEVENTH AVENUE

SUN VALLEY DRIVE

SIDEHILL DRIVE

SIXTH AVENUE

BABE RUTH BASEBALL FIELD

FUTURE  
PLAY AREA

BMX RACE TRACK

FLOOD  
DETENTION  
BASIN

SHELTER

PARKING

INLINE HOCKEY

SKATEBOARD PARK

TEEN CENTER

PARKING

PARKING

PARKING

SHELTER

SOCCER LAWN AREA

NEIGHBORHOOD CENTER

SWIMMING POOL

PARKING

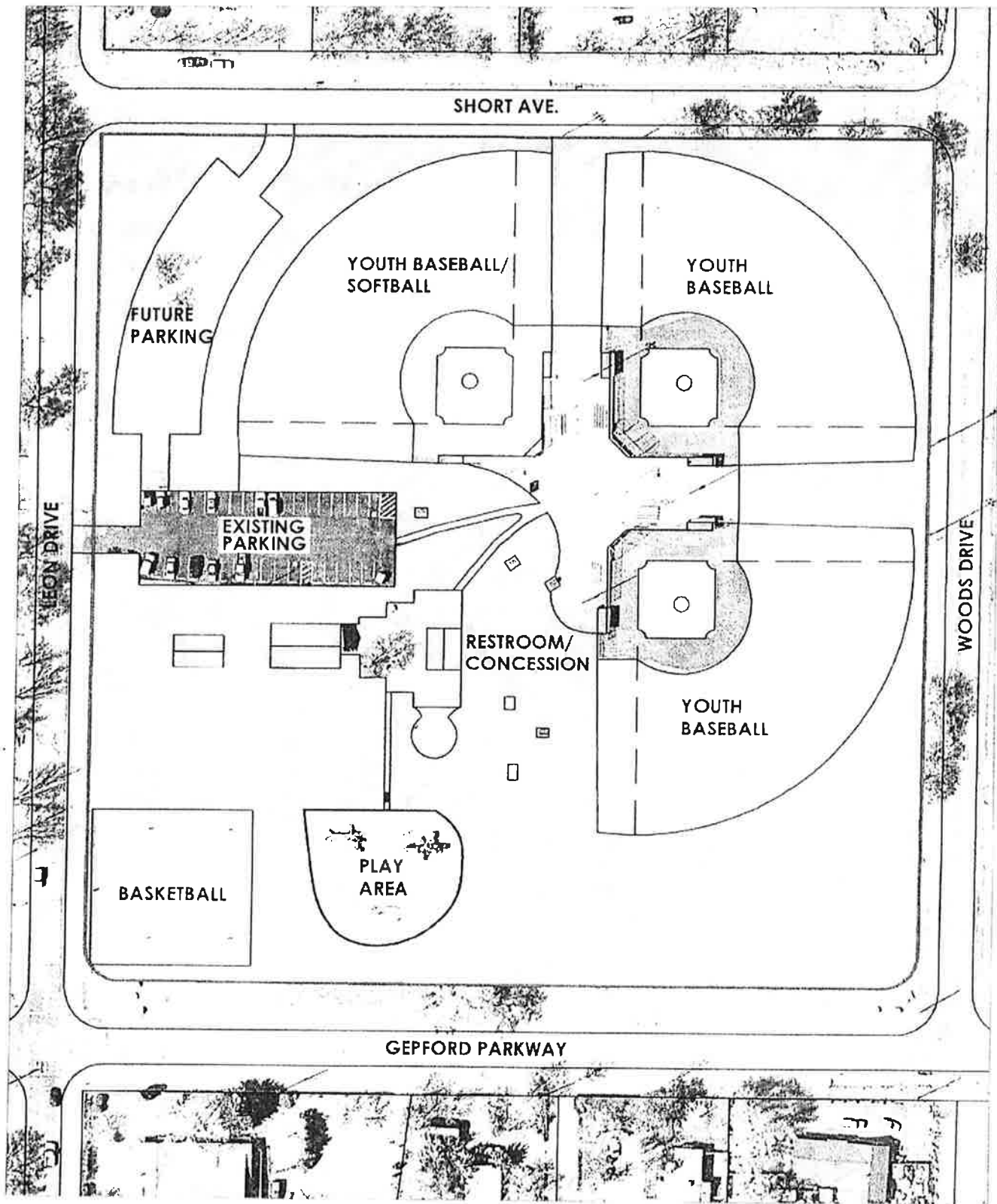
POST  
OFFICE

SLOPE DR

# SUN VALLEY COMMUNITY PARK MASTER PLAN

EXHIBIT IV-B



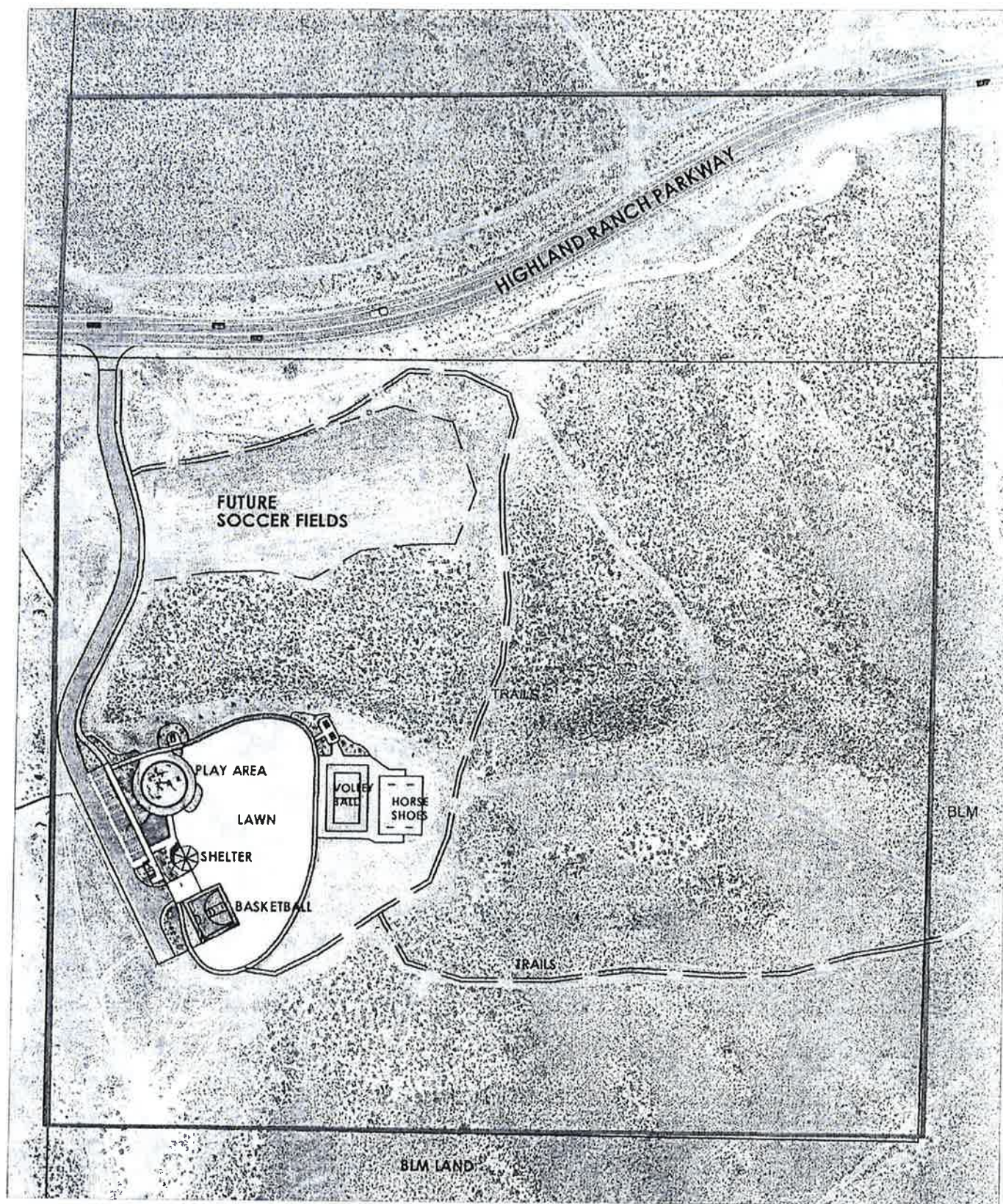


## GEPFORD PARK MASTER PLAN

Exhibit IV-C







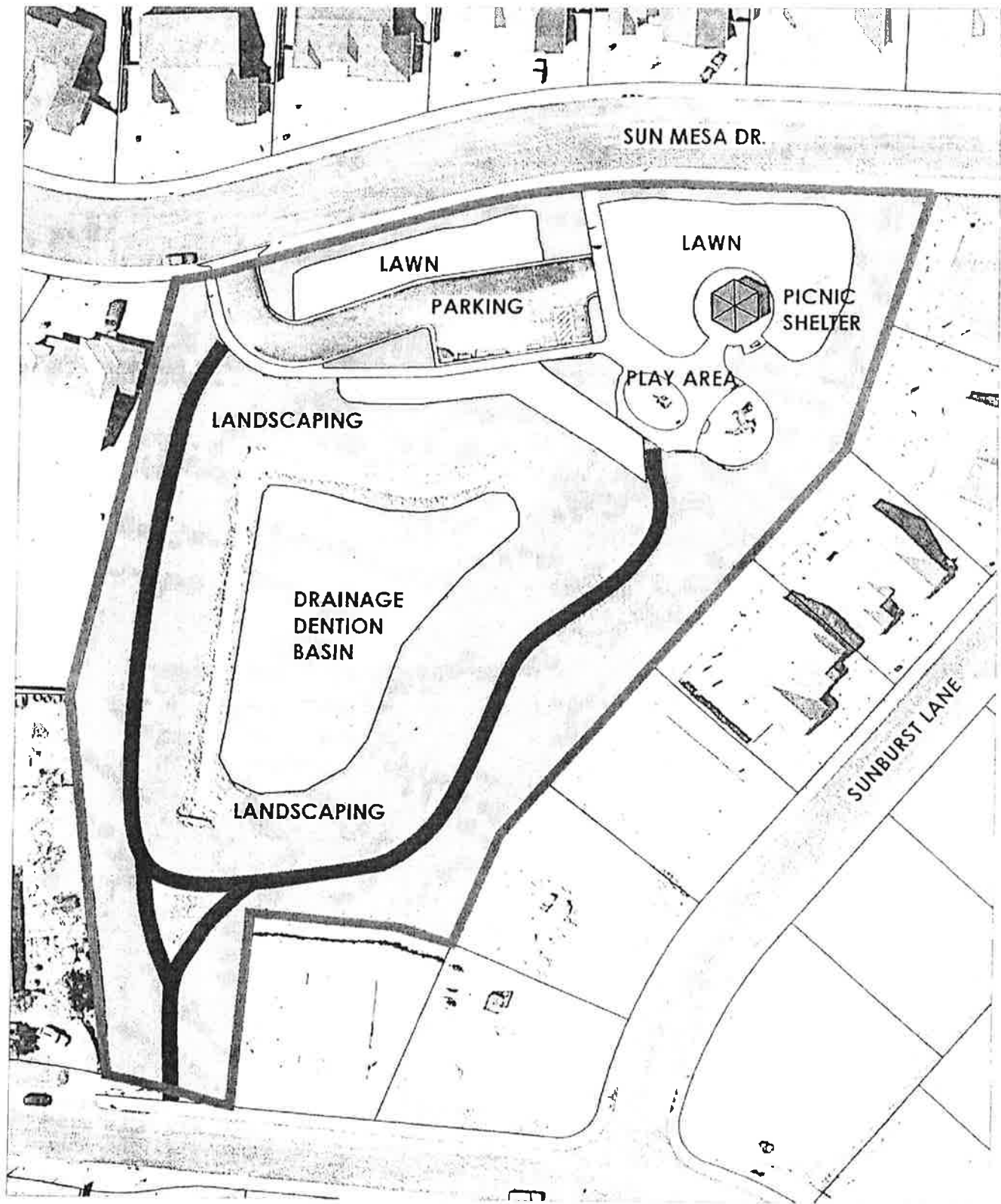
## HIGHLAND RANCH PARK MASTER PLAN

Exhibit IV-D



North





**SUN MESA PARK  
MASTER PLAN**  
Exhibit IV-E

