

INTERLOCAL AGREEMENT
BETWEEN WASHOE COUNTY AND SUN VALLEY
GENERAL IMPROVEMENT DISTRICT PROVIDING FOR COUNTY
ASSISTANCE IN FUNDING PARKS AND RECREATION SERVICES

THIS AGREEMENT, made this ___ day of _____, 2026, 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 2010, Sun Valley General Improvement District (hereafter “SVGID”) was granted by Washoe County (hereafter “COUNTY”) the power to provide, manage and maintain recreational facilities pursuant to NRS 318.143; and

WHEREAS, consistent with said power, COUNTY transferred its county-owned recreational facilities located within the SVGID district boundaries to SVGID by agreement dated March 23, 2010; and

WHEREAS, the 2010 agreement between SVGID and COUNTY provided for assistance by COUNTY of future funding via potential co-sponsored grants, residential construction tax collected within the Sun Valley area, and potential future county funding in recognition that the transfer provided the recreational facilities were to be open for access and utilization by all COUNTY residents and not just those of Sun Valley; and

WHEREAS, COUNTY has provided funding assistance for the management and maintenance of said transferred recreational facilities to SVGID, by separate annual agreements, for many years; 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 transform the above-referenced annual agreement funding assistance process into a multi-year agreement for funding assistance.

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

ARTICLE I
INITIAL FUNDING BY COUNTY

COUNTY agrees, for fiscal years 2026-27 to provide SVGID the base amount of One Hundred Fifty Thousand (\$150,000) Dollars for the operation and maintenance of the recreational facilities transferred by COUNTY to SVGID in 2010. SVGID shall invoice COUNTY on July 1st of each year, and COUNTY shall have 30 days to make payment.

ARTICLE II
SUBSEQUENT FUNDING BY COUNTY

COUNTY agrees, for each subsequent year commencing with fiscal year 2027-28, to increase the amount of monetary assistance provided to SVGID for the operation and maintenance of said facilities thereafter by the adjusted CPI-U (Urban) averaged over the 12 month period ending December yearly . SVGID shall invoice COUNTY on July 1st of each year, and COUNTY shall have 30 days to make payment.

Pursuant to NRS 244.320, the parties agree that in the event Washoe County fails to appropriate budget funds specifically for the purpose of this Agreement, the Agreement may be cancelled or modified upon written notice by COUNTY to SVGID .

ARTICLE III
CONTINUED JOINT FUNDING EFFORTS

COUNTY and SVGID agree to continue working together, where opportunity exists and legal authority allows, to seek potential grants and other monetary sources that may add to or enhance the recreational facilities operated or maintained by SVGID for county residents.

ARTICLE IV
MISCELLANEOUS PROVISIONS

1. Notices: All notices or other communications required or permitted hereunder shall be in writing and may be served by sending the same by mail addressed to the following:

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

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

2. 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.
3. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a 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 unless the provision found illegal, invalid or unenforceable goes to the essence of the Agreement.
4. 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.
5. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of any successor entities to the party signatories hereto.
6. Termination or Modification of Agreement.
 - a. Any termination or modification of this Agreement by COUNTY or SVGID is subject to written notification of said intent to the other party no later than March 15th of any given year.

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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: _____