

INTERLOCAL AGREEMENT

[Washoe County]

1. **PARTIES** This Interlocal Agreement ("Agreement" is entered into between Sun Valley General Improvement District ("District") and Washoe County hereafter ("Washoe").
2. **RECITALS**
 - 2.1 The Parties are public agencies under NRS 277.100. Washoe County provides services, including recreational services, for senior citizens of Sun Valley.
 - 2.2 District desires to provide recreational opportunities for the citizens of Sun Valley.
 - 2.3 District has facilities that are available to programs that serve the community, including the elderly.
 - 2.4 Washoe County desires to utilize District's facilities to provide services to seniors in the community.
 - 2.5 NRS 277.050 provides the governing body of a public agency may sell, lease, use or exchange to another public agency real property without advertising for public bids.
3. **USE, POSSESSION AND COOPERATION**
 - 3.1 The use of the Sun Valley Neighborhood Center for senior services shall be non-exclusive and shall recognize other existing program agreements. The Sun Valley Neighborhood Center shall hereafter be referred to as "Building".
 - 3.2 The Parties agree to collaborate in a pilot project where:
 - A. District will attempt to develop a volunteer group of citizens to provide services and activities in the Building, which services and activities will be guided by District policies and procedures;
 - B. Washoe will provide support to the volunteer group through the distribution of informational materials and the sharing of resources, such as speakers, class instructors and the planning of special events.
 - C. The collaboration, and any activity that is undertaken pursuant to said collaboration, is agreed must be cost neutral to both Parties.
 - 3.3 District will recognize partnerships Washoe establishes with non-profit and community groups that provide activities for seniors and will allow access to Building and surrounding Park facilities in accordance with District policies either for no charge or at a fee as determined by the District Board of Trustees. Washoe shall provide notice to the District of any proposed agreements or proposed changes to agreement with said non-profit and community groups seeking access to Building and/or surrounding park

facilities, which proposed activity may be approved, conditionally approved or refused by District.

- 3.4 Washoe regular operation hours are 8 am to 1pm; Washoe reserves the ability to utilize the Building during any times of regular operation that are not otherwise reserved by another entity. These additional uses will not be subject to any additional fees.

4. CONSIDERATION

In addition to the pro-rated amounts for utilities referenced in paragraph 8.4 herein, Washoe agrees, beginning July 1, 2026, to compensate the District \$1.00 (one dollar) per square foot of space utilized by Washoe (as of the date of this agreement 2,738 square feet) which amount shall remain fixed for the initial term of this Agreement.

The annual rent shall be \$32,856 (Thirty-Two Thousand Eight Hundred Fifty-Six Dollars). Together with Washoe's pro-rated share of utilities as provided in Section 8.4, the total annual combined charges are anticipated not to exceed \$45,000 (Forty-Five Thousand Dollars). Notwithstanding the foregoing, if Washoe's actual pro-rated utility costs, as determined pursuant to Section 8.4, cause the total annual combined charges to exceed \$45,000 (Forty-Five Thousand Dollars) in any year, Washoe shall remain responsible for such additional utility costs.

5. TERM

The initial term of this Agreement shall commence July 1, 2026 and continue for forty-eight (48) months, concluding June 30, 2030, with the option for one (1) forty-eight (48) month term upon mutual assent of both Parties and unless terminated by a Party pursuant to Paragraph 15.5.2.

Upon renewal, monthly rental fees will remain a flat fee calculated upon square footage, as agreed upon by both Parties. Utilities will continue to be reimbursed pro-rata as described in paragraph 8.4 herein.

Upon termination of this Agreement or Washoe vacating the Building, Washoe shall within ten (10) days remove all personal property that is located in the Building and return all keys to the District.

6. ALTERATIONS AND IMPROVEMENTS

- 6.1 Washoe agrees not to alter the Building without the prior written consent of the District. In the event that Washoe desires to alter the Building, Washoe shall prepare plans and specifications of any work it plans to perform upon or in the Building and submit the same to the District for its written approval prior to making such alterations or improvements.

- 6.2 The erection, construction, installation or making of any alterations or

improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state, county and municipal laws and regulations. Washoe shall keep the Building free from any liens arising out of any and all work that it may perform, or materials furnished, or obligations incurred by Washoe. Washoe shall have thirty (30) days from the date of notice of any lien, as provided by the District, within which to remove said encumbrance without breaching the provisions of this Agreement.

- 6.3 The Parties agree that all of Washoe personal property, which can be removed without affecting the Building, shall remain the property of Washoe. All personal property that is attached to the Building shall remain with the District and the District shall be entitled to take possession of the same and remove it at District's sole cost.

7. MAINTENANCE, REPAIRS AND INSPECTIONS

- 7.1 The District shall perform periodic maintenance to the Building, its mechanical systems and common areas, in a reasonable and timely manner, and maintain the same in a safe and clean condition at the District's sole expense. Washoe agrees that all damage done to the Building by Washoe or its invitees or any person because of the Washoe occupation of the Building, shall be paid for by Washoe.
- 7.2 The District shall maintain at its sole expense, the roof, exterior wall and windows of said building.
- 7.3 The District shall provide keys to the Building and Washoe shall return all keys to the District. Upon termination of this agreement or in the event the keys have been issued to an individual and that individual terminates and fails to return the keys, Washoe shall be responsible for re-keying of the Building.
- 7.4 The common area is non-exclusive in use and all rules and regulations shall be determined by the District. It is understood that the alarm system shall be set and all doors locked by the last person vacating the building each day. In the event that District personnel are required to respond after hours to secure the building due to Washoe not complying with this section, all costs including overtime and alarm company fees shall be charged and paid by Washoe, within thirty (30) days of receipt.

8. UTILITIES, JANITORIAL SERVICE, WASTE DISPOSAL, TELEPHONE AND TAXES

- 8.1 The District shall provide, ensure and maintain utilities service to the Building. It is mutually understood and agreed that the District shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of the utilities when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of the District.
- 8.2 Washoe is responsible for the installation and payment of all telephone service, including fax and computer lines, specifically incident to its business.

- 8.3 The District shall pay any and all taxes and/or sewer assessment fees applicable to the Building.
- 8.4 Washoe shall reimburse District for a pro-rata share of gas, electric, water, sewer, garbage, and janitorial costs monthly for the 2,738 square feet of space used and occupied by Washoe, which pro-rata share shall be determined by District monthly. District will pay 50% (fifty percent) of the utility bills stated above. The remaining 50% (fifty percent) will be paid for by District partners. Washoe shall reimburse District for up to 45% (forty-five percent) of the partner share of each invoice proportionate to actual use. The District will mail to Washoe a particular month's pro-rata utility billing, with supporting documentation, after the District has been billed therefor, and Washoe shall pay District within thirty (30) days.

9. INDEMNIFICATION

- 9.1 The Parties agree that any claim, demand, cost, or judgment made against a party hereto arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement, shall be the sole responsibility of the party against whom such claim, demand, cost or judgment is made.
- 9.2 The Parties further agree, to the extent allowed under Nevada law regulating limits upon liability of a political subdivision, to hold harmless, indemnify and defend the other from their respective losses, liabilities, or expenses of any nature incurred as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of their respective employees, agents, and servants.
- 9.3 The indemnification obligation set forth above is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. INSURANCE

- 10.1 Each party hereto shall provide for their financial responsibilities regarding their respective liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to their respective laws. The District reserves the right to approve any retention and may request additional documentation, financial or otherwise for review, prior to the signing of this agreement. If privately purchased, Washoe will provide District with a copy of a declaration showing a minimum \$1,000,000 liability per occurrence, coverage prior to execution of this agreement. Equivalent coverage must be similarly shown if self-insured.
- 10.2 Washoe hereby expressly waives and releases any cause of action or

right of recovery that Washoe may have hereafter against the District for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance.

- 10.3 If Washoe fails to maintain any of the insurance coverage required, the District reserves the right, after notice, to purchase such insurance to cover any damages which said District may be liable to pay through any of the operations under this Agreement and the amount of any such premium shall be the responsibility of Washoe.

11. HAZARDOUS SUBSTANCES

- 11.1 Washoe shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Washoe's permitted use.
- 11.2 If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building, or if the Building becomes contaminated in any manner for which Washoe is legally liable, Washoe shall indemnify, defend and hold the District harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation, and restoration mandated by federal, state and local governments, together with District's attorney fees.
- 11.3 "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive Substances regulated by federal, state or local governments.

12. TERMINATION

- 12.1 Upon termination of this Agreement, Washoe shall quit the Building peaceably, with no damage to the Building, normal wear and tear and damage excepted, and shall remove all of Washoe personal property from the Building.
- 12.2 Either party may terminate this Agreement without penalty or charge, upon delivery of ninety (90) day written notice.
- 12.3 The failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after delivery of thirty (30) days written notice of such default, shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

13. MISCELLANEOUS PROVISIONS

- 13.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.
- 13.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The Parties consent to the personal jurisdiction of any state court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by such state court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.
- 13.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.
- 13.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the parties.
- 13.5 In the event either party brings any action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs and attorney's fees incurred in said action.
- 13.6 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.
- 13.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to District: Sun Valley General Improvement District
Attn: General Manager
5000 Sun Valley Boulevard
Sun Valley, NV 89433

And to Washoe: Washoe County Human Services Agency
Attn: Contracts Manager
350 S. Center Street
Reno, NV 89502

Any party may change its address for notice by written notice given in accordance with the foregoing provisions.

- 13.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.
- 13.9 This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

BY: _____
Clara Andriola, Chairperson

Attest:

Washoe County Clerk

**SUN VALLEY GENERAL
IMPROVEMENT DISTRICT**

By: _____
Susan Severt, Chairperson

Attest:

Carmen Ortiz, Secretary