

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest
District General Manager

SUBJECT: Review, discuss and possibly approve the Interlocal agreement between IVGID and Washoe County on the East/West Interpretative Parks

DATE: August 31, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve the Interlocal Agreement between IVGID and Washoe County on the East/West Interpretative Parks and have the IVGID Board Chairman execute the Interlocal Agreement on behalf of the District.

II. BACKGROUND/SUMMARY

The District (IVGID) entered into an agreement with Washoe County in January of 1990 for reimbursement to the District for the operations and maintenance of the East/West Interpretive Parks. These parks are on Washoe County property therefore it was determined that after being constructed, it would serve both agencies best to agree to apply this responsibility to the District. An agreement was executed such that Washoe County would reimburse the District annually at amount not to exceed \$4,000.

In the mid 1990's, Washoe County began allocating what was considered "community support funding to the District for not only the maintenance of East/West Interpretive Parks but also community recreation programming. At the time of this transition, Staff cannot find any evidence that the existing agreement was ever dissolved. This community support funding continued into the late 2000's including the funding of the Senior Programming Division of the Parks and Recreation Department.

The District General Manager initiated communications with Washoe County Management in July of 2021 to begin the process of regenerating the Interlocal Agreement with the goal to ensure Washoe County is appropriately funding not only the operational maintenance of the parks but also any capital maintenance and/or improvements to the parks. This was not clarified in the prior agreement.

After discussions with the Assistant Washoe County Manager it was agreed upon that Washoe County would agree to reimburse the District \$4,000 for both Fiscal Years 2021 and 2022 until the agreement is updated. Washoe County appropriately paid the District \$8,000 per the agreement.

Furthermore, Staff recommends based on the remote location in Washoe County that the District continue to maintain the parks if Washoe County agrees to reimburse IVGID for associated expenses. IVGID has the resources in the community while Washoe County has minimal resources in Incline Village/Crystal Bay.

Staff and District Legal Counsel worked with Washoe County Management Staff and their Legal Counsel to develop the agreement.

It should be noted that the Washoe County Commissioners approved this Interlocal Agreement as a consent item at the August 16, 2022 Board of County Commissioners Meeting. This agreement will not become active until the IVGID Board of Trustees formally adopts it.

The key points in the agreement are:

- Regenerated the Agreement as the original agreement was executed in 1990.
- Ensuring Washoe County provides the funding of the parks at an amount not to exceed \$8,000 without the District notifying Washoe County in advance for approval and the terms thereof.
- Ensuring that Washoe County is responsible for all expenses related to capital maintenance and improvements and the terms thereof.

Staff recommends reviewing the agreement every three to five years as the dollar threshold will need to be adjusted based on inflationary increases. This, by design, helps ensure periodic review of the agreement.

III. FINANCIAL IMPACT AND BUDGET

The terms of the Interlocal Agreement ensure that the funding from Washoe County is reimbursed in arrears after reconciliation of operating expenses at a not to exceed amount of \$8,000. In the event that the District determines that the annual operating expenses will exceed this amount, the District must notify Washoe County in advance for acceptance and approval. The estimated operating costs of the parks in fiscal year 2020 was \$5,300 and 2021 was \$6,700.

Additionally, the agreement clarifies that Washoe County must authorize, approve and fund any capital maintenance or improvements to the park. IVGID would not be responsible financially for said maintenance or improvements.

IV. ALTERNATIVE

The Board of Trustees may elect to not approve the Agreement and provide District Staff further direction.

V. ATTACHMENTS

1. Washoe County – Interpretative East and West Parks Agreement (old)
2. IVGID letter with billing dated July 6, 2021
3. Staff report from Washoe County dated August 16, 2022
4. Partially executed Interlocal Agreement for review by IVGID Board of Trustees

Date: December 19, 1994
To: Board of County Commissioners
From: Gary Goelitz

Subject: Reimbursement of IVGID For the Maintenance of Two Entry Parks

RECOMMENDATION: That the Board of County Commissioners approve a general fund contingency transfer of \$16,000 to the Parks and Recreation Department for the contractual maintenance of two entry parks for the County of Washoe. This would involve a transfer from 001-1890-7328 to 001-1403-7140.

BACKGROUND: In January 1990, the County of Washoe entered into an agreement with the Incline Village General Improvement District (IVGID) for the construction and ongoing maintenance of two entry parks. As part of this agreement, IVGID agreed to maintain two County-owned parks (the east and the west entrance parks located on Lakeshore Drive). The County agreed to reimburse IVGID for this park maintenance in an amount not less than \$4,000 per year. Since both organizations entered into this agreement, IVGID has never "billed" the County for these services until this year. IVGID is seeking reimbursement not only for this year, but also the previous three years. In fiscal year 1995-96, moneys will be allocated within the Parks and Recreation Department budget to reimburse IVGID for this service.

The County also provides community support moneys to IVGID. This has historically included moneys for the cost of maintaining parks in Incline Village (i.e., Incline Village Park, Preston Park, Visitor Center Park, Village Green) as well as recreation programs. These parks and the recreation programs are maintained and operated by IVGID at their own expense. The amount of community support funding has increased somewhat from \$37,521 in 1984-85 to \$45,000 in 1994-95. The Finance Division, prior to adoption of the 1995-96 budget, will attempt to combine the community support funding and the reimbursement of IVGID for park maintenance into a single agreement.

FISCAL IMPACT: This will reduce the amount of general fund contingency moneys from \$333,598 to \$317,598.

*Interesting - re must bill them
for amount fixed by contract for them
to budget*

INTERPRETATIVE PARKS AGREEMENT

between

Incline Village General Improvement District

and

Washoe County

Executed by:

**Roberta Gang, Chairman
Board of Trustees, IVGID**

**Robert C. Wolf, Secretary
Board of Trustees, IVGID**

**Dianne Cornwall, Chairman
Board of County Commissioners, Washoe County**

Executed: January 11, 1990

AGREEMENT - WASHOE COUNTY AND IVGID
FOR INCLINE VILLAGE INTERPRETATIVE PARKS

This Agreement, entered into this 11th day of January, 1988, between Incline Village General Improvement District, a local public agency established under NRS Chapter 318 (herein referred to as "IVGID") and Washoe County, a political subdivision of the State of Nevada (herein referred to as "COUNTY")

W I T N E S S E T H:

WHEREAS, County has moneys available from the Residential Construction Tax Fund which it desires to use for construction of two parks located at the East and West ends of Lakeshore Drive at Incline Village; and

WHEREAS, IVGID has the experience and expertise needed to construct, operate and maintain the Parks and has agreed to accept such responsibilities; and

WHEREAS, the parties wish to establish an understanding of their rights and obligations with respect to the Parks.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The Project

The project consists of construction, including site improvements, parking, one gazebo, interpretative signage, path systems and landscaping, and the subsequent operation and maintenance of two Interpretative Parks on land located at the East and West ends of Lakeshore Drive described in Exhibits A

and B, attached hereto and incorporated herein.

IVGID may, with prior County approval, add additional features at its sole expense.

2. Project Costs

The estimated cost of construction of this project is One Hundred Thirty One Thousand Five Hundred Dollars (\$131,500). This figure is IVGID's best estimate of all costs of manpower, materials, supplies, and equipment necessary to complete the project according to the plans and specifications incorporated herein as Exhibit "C." These funds shall be provided by the County.

The parties further agree that said project costs shall not exceed the aforementioned estimated amount without prior approval of County. In the event that IVGID reasonably anticipates that said project costs will exceed the estimated amount, it shall promptly notify County in writing of such fact, so that the parties may promptly meet to negotiate and agree upon the cost of any additional construction required for the project.

3. Disbursement of Funds

Trust Account. IVGID shall establish an independent, interest bearing trust account for the exclusive purpose of receiving and disbursing District 9 funds, and, if applicable, other County funds for the Project. Non-County Project funds, if any, shall not be deposited in the Project trust account and shall not be commingled with County funds.

Receipts. County shall make payment to IVGID of such sums at such times as necessary to meet County funding requirements. County may aggregate several monthly payments, or pay lump sums by phase, at its discretion, provided that it shall at a minimum make timely payments sufficient to meet IVGID's requirements. IVGID shall deposit all payments received from County in the trust account. Under no circumstances shall County make payments to IVGID in a total amount exceeding the County's funding commitments.

Disbursements. IVGID shall disburse funds from the trust account to pay Project costs, and for no other purpose. IVGID shall remit to County all funds in the trust account at the completion of the Project.

Statement. Until completion of the Project, IVGID shall provide County a monthly statement of the trust account. Such statement shall include a copy of the bank's statement of transactions and balances; a schedule of all expenses supporting each disbursement from the account; and copies of the bills and other documents supporting each expense.

Records. IVGID shall maintain adequate financial and nonfinancial records pertaining to the Project, including records pertaining to Project design and construction, sufficient to demonstrate compliance with this Agreement, generally accepted accounting principals, and applicable laws and regulations. All such records shall be available at

reasonable time for inspection by County and its agents.

4. Inspections - Permits

Whenever deemed necessary the County shall conduct inspections of the work to determine compliance with the plans and specifications. Any defects or unacceptable variations will be reported to IVGID who shall take appropriate action to remedy the problem. It is understood that this shall not act as an assumption by the County of the owner's duty to inspect construction as is normal in construction projects and does not relieve IVGID of such responsibilities.

County will provide plan checks and such other checks and inspections that are normally provided to any person who is subject to the County's building permit requirements.

County will waive any fees to the extent that they are waived on the County's own projects.

5. Plan Approval, Change Orders

Attached hereto as Exhibit C are the Plans and Specifications for the parks. Either party may request a change of the agreed upon plans or specifications either prior to or during construction.

Any such request will be submitted to the other party for review and will be considered and a decision made within 10 days of receipt. The parties will negotiate any differences and change, add, or delete any items necessary to achieve mutual agreement of the plans and specifications, provided that the County will make the final decision.

6. Construction Contracts

IVGID shall be the contractor for the project and shall comply with the Nevada Revised Statutes provisions for local government spending with respect to any materials or labor contracts including, without limitation, bidding or purchasing and disbursement or retention of moneys.

IVGID shall submit copies of all bid requests or proposals for County review and approval prior to dissemination thereof.

7. Management of Facilities

Following completion of construction, IVGID shall have full and complete operational responsibilities. The facilities shall be open to the public subject only to such restrictions as are necessary to ensure the safety of users and the property, provided that any such restrictions must be approved by the County as consistent with the operation of other County facilities.

8. Maintenance of Facilities

IVGID shall maintain the facilities at a level at least equal to that provided other IVGID facilities and County facilities. County may conduct periodic or random inspections and demand correction of any deficiencies.

County shall provide funding for the operation and maintenance of the facilities at a level sufficient to cover IVGID's direct and indirect costs of such operation and maintenance. County shall provide an annual operational budget

of at least Four Thousand Dollars (\$4,000), in the form of either money or services, to be paid to IVGID at the beginning of each fiscal year. Should IVGID reasonably anticipate that its operating costs will exceed this minimum amount, it shall submit a revised budget to County and County and IVGID shall meet to negotiate and agree upon said revised budget. Notwithstanding statutory requirements to the contrary, such revised budget may be adopted by mutual agreement of the parties, without a formal modification of this agreement by letter, resolution or other documentation.

The parties further agree that any monies expended or services provided by County to correct problems deemed hereunder to be the responsibility of IVGID, which problems IVGID fails to resolve after the serving of proper notice to IVGID by County, may be credited against said budgeted or applied funds.

9. Ownership

It is acknowledged that the County shall be the owner of all improvements except those which may be constructed by IVGID under separate contract funded entirely by non-County money, provided that the money or supplies or labor was donated specifically to IVGID and not to the County.

10. Indemnification - Hold Harmless - Insurance

A. Insurance. For any contract for construction or installation, the contractor shall be required to provide owner's and contractor's protective insurance in an amount not

less than the contract amount. IVGID and Washoe County shall each be named as an additional insured, and each shall receive a certificate of insurance.

If IVGID elects to procure commercial property insurance for the Project, such insurance shall name Washoe County as an additional insured, and a copy of the insurance certificate shall be provided by IVGID to County. If IVGID elects not to procure commercial property insurance for the Project, the Project shall be covered in a self-insurance program or other risk financing technique acceptable to County.

B. Indemnification of County. IVGID shall indemnify and hold County and its officers, employees, agents, contractors, and subcontractors harmless from any claims, demands, losses, defense costs, or liability of any kind or nature which County, its officers, employees, agents, contractors or subcontractors may sustain or incur or which may be imposed upon them, including but not limited to physical or emotional injury to or death of persons, or damage to property, arising out of actions by, or the negligence of, IVGID or IVGID's officers, employees, agents, contractors, or subcontractors in connection with this Project or this Agreement, excepting only liability arising out of actions of, or negligence by, County, its officers, employees, agents, contractors, and subcontractors.

Should County employees be required to respond to any such claims or actions IVGID shall reimburse County for the

time involved.

In assessing the nature of the claim against the County and its obligation to respond, the underlying incident shall be determinative notwithstanding the form of the allegations against the County.

C. Indemnification of IVGID. County shall indemnify and hold IVGID and its officers, employees, agents, contractors and subcontractors harmless from any claims, demands, losses, defense costs, or liability of any kind or nature which IVGID, its officers, employees, agents, contractors or subcontractors may sustain or incur or which may be imposed upon them, including but not limited to physical or emotional injury to or death of persons, or damage to property, arising out of actions by, or the negligence of, County or County's officers, employees, agents, contractors or subcontractors in connection with this Project or this Agreement, excepting only liability arising out of actions of or negligence by, IVGID, its officers, employees, agents, contractors, and subcontractors.

11. Term of Agreement

This Agreement shall remain in effect for as long as the Parks are in existence unless terminated as herein provided.

12. Resolution of Disputes

Any dispute which may arise will be submitted to the County Manager and the IVGID General Manager. If it cannot be resolved at that level it shall be presented to their governing

boards. If a satisfactory compromise cannot be reached the decision of the Board of County Commissioners shall be final.

13. Termination

IVGID and County each reserves the right, upon the giving of at least ninety (90) days written notice to the other party, to terminate this agreement or to suspend or abandon the project and all work connected with the project, for any cause or reason whatsoever.

On the termination of this agreement, or the suspension or abandonment of the project by County, County shall pay IVGID as full payment for all services performed and expenses incurred, all sums owing to IVGID on the day written notice is received by IVGID, plus the reasonable value of all work performed under this agreement by IVGID up to the time it receives such notice. Additionally, IVGID may remove from park grounds its own personal property and other materials and supplies not provided with County funds or provided for specific use in the parks, provided that such removal can be accomplished without creating a dangerous condition for persons or property otherwise.

In the event that County has advanced funds to IVGID for services which are not yet performed at the time of termination of this agreement, IVGID, at County's request, shall return such unused funds to County.

14. Litigation - Attorneys Fees and Costs

If either party is compelled to institute, prosecute, execute, defend, or enforce any action or proceeding pertaining to this Agreement, the total of such sums, expenses, and losses, including attorneys fees and costs, shall be due and payable to the prevailing party from the nonprevailing party within 30 days after such award.

15. Amendments

This Agreement may be amended by mutual agreement of the parties in writing. No action by IVGID shall be deemed an amendment of this Agreement unless approved by motion of IVGID's Board of Trustees. No action of County shall be deemed an amendment of this Agreement unless approved by motion of County's Board of Commissioners.

16. Assignment

Neither party may assign any part of this Agreement without the prior written consent of the other party's governing body. All terms hereof shall be binding on the heirs, successors, and assigns of the parties.

17. Waiver

No term or condition of this Agreement may be waived, except by written consent. Forbearance or indulgence by either party, in any regard whatsoever, shall not constitute a present or future waiver of that or any other term, covenant, or condition unless expressly stated.

18. Severability

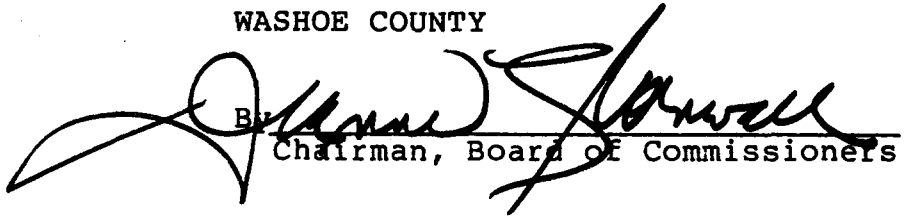
If any provision of this Agreement or the application thereof to either party or to any other person or circumstance is found or declared invalid, void, or unenforceable, the remaining provisions, or the application of such provisions to the other party, or to any other person or circumstance, shall remain in full force and effect.

19. Notice

Notice pursuant to this Agreement shall be given in writing to IVGID at P.O. Drawer P, Incline Village, Nevada 89450, or delivered personally to IVGID's offices at 893 Southwood Boulevard, Incline Village, Nevada. Notice to County pursuant to this Agreement shall be given in writing to Washoe County Parks and Recreation Department, P.O. Box 11130, Reno, Nevada 89520-0027 or delivered personally to County's offices at 2601 Plumas Street, Reno, Nevada 89509.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above noted.

WASHOE COUNTY

By 
Chairman, Board of Commissioners

ATTEST:

County Clerk

July 6, 2021

Washoe County
Post Office Box 11130
Reno, Nevada 89520

Attention of Mr. Dave Solaro
Assistant County Manager

Subject: East and West Interpretative/Entrance Parks
Agreement dated January 11, 1991

Dear Dave,

Thank you for discussing the above agreement with me. We both understand that this agreement was not managed effectively by either of our organizations and that this is our opportunity to make it right going forward. Just as some factual background, IVGID has been maintaining the above parks since this agreement was executed and we received payment up until around 1994 to 1996. Recently, the issue has surfaced and the agreement is clear in what the responsibility of Washoe County is as shown below:

County shall provide funding for the operation and maintenance of the facilities at a level sufficient to cover IVGID's direct and indirect costs of such operational and maintenance. County shall provide an annual operational budget of at least Four Thousand Dollars (\$4,000) in the form of either money or services to be paid to IVGID at the beginning of each fiscal year.

During our conversation, we agreed that IVGID would invoice Washoe County for Fiscal Year 2020/2021 in the full amount of \$4,000 and that IVGID would invoice Washoe County, in accordance with the agreement, for Fiscal Year 2021/2022. Total for both years combined will be \$8,000.; please refer to the attached invoice. I truly appreciate your processing of this invoice in an expedited manner such that we can both solidify our intentions to work together closely on this matter moving forward. I believe it's in the best interest of both of our respected organizations to work together to amend and/or update the interlocal agreement to reflect current times and financial resources required to maintain both East and West Parks. This would include both operational and capital maintenance costs.

Dave, we do this in an effort to cooperate compassionately and fairly with our neighboring agencies and in the spirit of true collaboration for our future.

With much respect,

Indra S. Winquest
District General Manager





IVGID
 893 Southwood Blvd
 Incline Village, NV 89451

Invoice No.	EastWest 1
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INVOICE

Bill To:

Washoe County
Attn: Dave Solaro
Post Office Box 11130
Reno, NV 89520

Date 6/30/2021

Submit Payment to:
IVGID
Attn: Indra Winquest
893 Southwood Blvd
Incline Village, NV
89451

Date	Description	Unit Price	Total
MAKE CHECK PAYABLE TO: <u>Incline Village General Improvement District</u>			
	East and West Entrance Parks Labor and Materials Billing for the period of July 1, 2020 to June 30, 2021		\$ 4,000.00
	East and West Entrance Parks Labor and Materials Billing for the period of July 1, 2021 to June 30, 2022		\$ 4,000.00
	* Per Agreement between Washoe County & IVGID for Incline Village Interpretative Parks		
		Subtotal	\$ 8,000.00
		Shipping & Handling	
		Taxes	
		TOTAL	\$ 8,000.00

Please submit payment upon receipt. Reference invoice # on check.



WASHOE COUNTY

Integrity Communication Service

www.washoecounty.gov

STAFF REPORT

BOARD MEETING DATE: August 16, 2022

DATE: July 20, 2022

TO: Board of County Commissioners

FROM: David Solaro, Arch., P.E., Assistant County Manager
(775) 328-3623, dsolaro@washoecounty.gov

THROUGH: Eric Brown, County Manager

SUBJECT: Recommendation to approve an Interlocal Agreement between Washoe County and the Incline Village General Improvement District, effective upon date of last signature and in effect indefinitely for as long as the Parks are in existence, to clarify and update the responsibilities for operation, maintenance, and funding for the "East Park" and "West Park" located at 893 Southwood Blvd, Incline Village, Nevada [not to exceed \$8,000.00 annually]. (Commission District 1.)

SUMMARY

The purpose of this interlocal agreement is to re-establish responsibilities for operation, maintenance, and funding for the entrance parks commonly know as East Park and West Park in Incline Village at the east and west ends of Lakeshore Boulevard between Washoe County and the Incline Village General Improvement District (IVGID).

Washoe County Strategic Objective supported by this item: Fiscal Sustainability - Efficient delivery of regional services.

PREVIOUS ACTION

December 19, 1994 – The Board of County Commissioners approved a general fund contingency transfer of \$16,000 to the Parks and Recreation Department for the contractual maintenance of the east and west parks in Incline Village.

January 1990 – Washoe County entered into an Interpretive Parks Agreement with the Incline Village General Improvement District to construct and operate the East Park and West Park.

BACKGROUND

In January of 1990 Washoe County entered into an agreement with the Incline Village General Improvement District (IVGID) for the construction and ongoing maintenance of two entry parks. As part of the agreement, IVGID agreed to maintain the two parks and the County agreed to reimburse IVGID for the park maintenance in an amount not less than \$4,000 per year, and not to exceed actual costs.

Over the years through the 1990's and into the mid-2000's the payment for maintenance in practice was provided through community support payments to IVGID. During the economic downturn in the late 2000's Washoe County ended community support payments, and neither Washoe County nor IVGID staff recalled the agreement for payment of maintenance of the east and west park through agreement.

Washoe County and IVGID both look to honor the original agreement for payment of maintenance necessary for the operation of the parks and a new interlocal agreement has been crafted to define those responsibilities.

FISCAL IMPACT

There is sufficient budget authority in FY23 for the Interlocal Agreement with IVGID in Parks Administration (140100), Payments to Other Agencies (710400) to reimburse IVGID in an amount not to exceed \$8,000.00 for the East Park and West Park locations.

RECOMMENDATION

It is recommended the Board of County Commissioners to approve an Interlocal Agreement between Washoe County and the Incline Village General Improvement District, effective upon date of last signature and in effect indefinitely for as long as the Parks are in existence, to clarify and update the responsibilities for operation, maintenance, and funding for the "East Park" and "West Park" located at 893 Southwood Blvd, Incline Village, Nevada [not to exceed \$8,000.00 annually].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between Washoe County and the Incline Village General Improvement District, effective upon date of last signature and in effect indefinitely for as long as the Parks are in existence, to clarify and update the responsibilities for operation, maintenance, and funding for the "East Park" and "West Park" located at 893 Southwood Blvd, Incline Village, Nevada [not to exceed \$8,000.00 annually]."

**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 in 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.

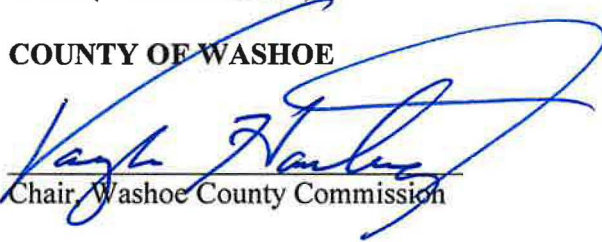
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

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: August 16, 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

"04" 197+47.07
PT.

TAHOE BLVD.

S 34° 30' 28" E
34.91

A - 184.71
R = 978.90
A = 10° 48' 40"

S 19° 36' 19" W
56.28

HWY # 28

21.10

S 07° 22' 48" E
40.01

N 58° 14' 53" E
112.16

S 36° 42' 53" E
52.32

A - 54.78
R = 110.00
A = 28° 32' 04"

S 01° 53' 30" E
69.35

R = 20.00
A = 69° 49' 30"
A = 24.37

R = 135.00
A = 54° 17' 09"
A - 127.91

S 85° 36' 10" W
222.70

LAKESHORE DR.

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 "O³" 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;

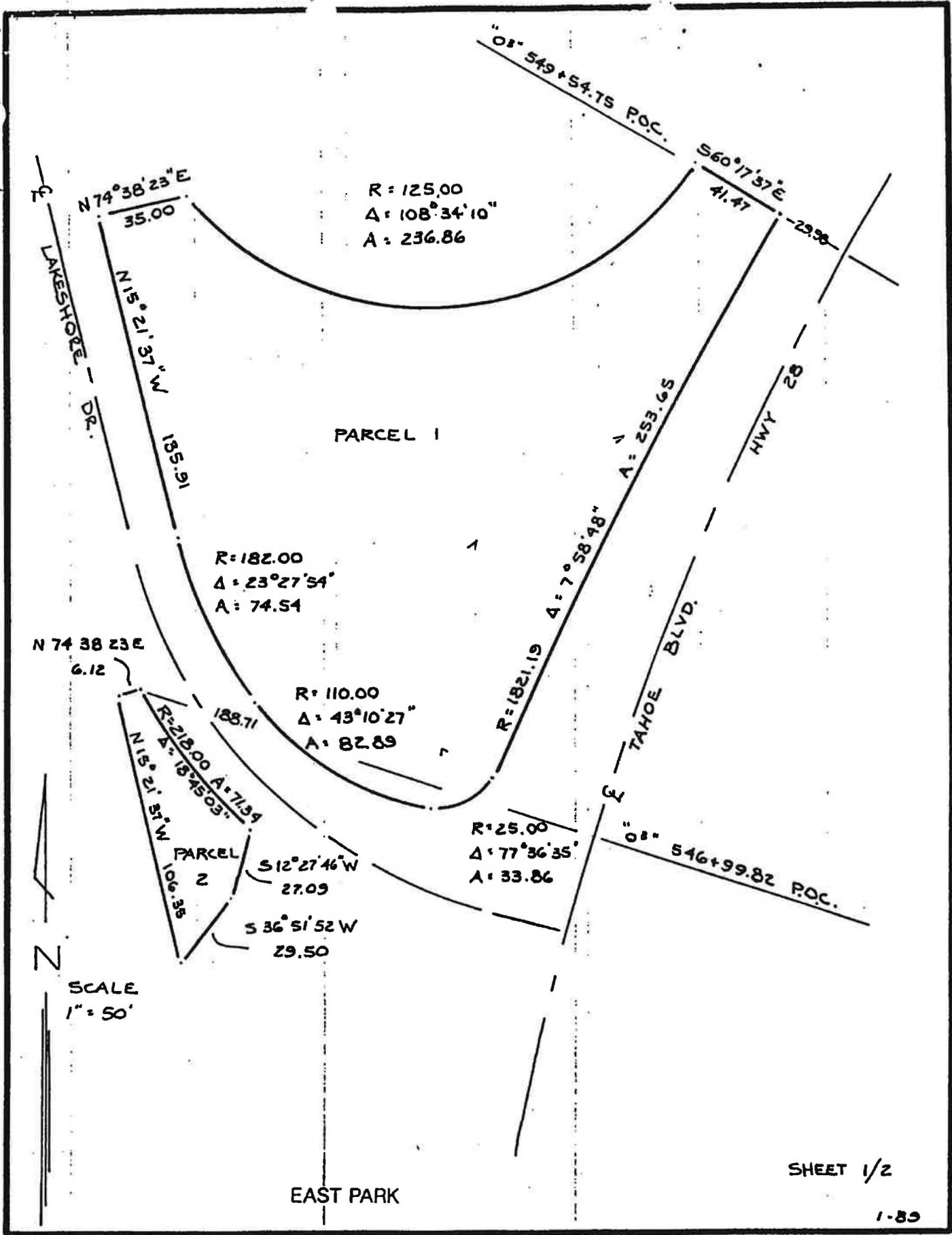
THENCE N 81°18'01"E 5.97 ft. to a point;

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.



SHEET 1/2

1-89

- ① S 74° 38' 23" W 42.75
- ② N 11° 07' 00" E 37.57
- ③ N 26° 17' 37" E 21.11
- ④ N 42° 52' 54" E 9.19
- ⑤ N 81° 18' 01" E 5.97
- ⑥ S 58° 48' 53" E 12.72
- ⑦ S 47° 35' 01" E 21.29
- ⑧ S 33° 48' 25" E 20.94

LAKESIDE DR.

PARCEL 3

35.08

"03" 546 + 19.99 P.O.C.

A = 399.23
A = 408.66

R = 1354.60 Δ = 76° 53' 02"

R = 1330.60 Δ = 17° 35' 40"

S 79° 26' 32" W
24.00



EAST PARK

SHEET 2/2