

OFFICIAL RECORD

Requested By:

DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: OCTOBER 5, 2009

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: 0.00  
BK-1009 PG- 1206 RPTT: 0.00



Name: SCOTT MORGAN, RECREATION

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

AGREEMENT #2009.276

(Title of Document)

FILED

NO. 2009.276

2009 OCT -5 AM 9:34

INTER-LOCAL AGREEMENT  
BETWEEN

DOUGLAS COUNTY,  
a political subdivision of the State of Nevada  
P.O. Box 218  
Minden, Nevada 89423  
(775) 782-9821

FED THUAN  
CLERK

*Fed Thuan*  
DEPUTY

AND

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT  
3394 James Lee Park Drive  
Carson City, Nevada 89705  
(775) 267-2805

This Inter-Local Agreement (Agreement) is made and entered into by and between Douglas County ("County") and Indian Hills General Improvement District ("IHGID"), as follows:

RECITALS:

IHGID is a general improvement district created pursuant to Chapter 318 of the Nevada Revised Statutes, and has various powers and authority, including the provision of recreational facilities within its boundaries; and

The County has been collecting a Residential Construction Tax, District 2 (North County) for the purpose of providing neighborhood parks and facilities for parks for its residents, pursuant to Chapter 3.26 of the Douglas County Code; and

IHGID was deeded unimproved property pursuant to Document #614008, Book 0504, Page 11314, known as Valley Vista Park (Park), APN 1420-07-502-005. IHGID is willing to fund, plan, install and maintain improvements to Valley Vista Park so the area can function as a neighborhood park; and

The County and IHGID desire to enter into this Agreement as authorized by NRS 277.180 to provide for phase one improvements to Valley Vista Park and partial reimbursement by the County with Residential Construction Tax funds for phase one improvements based upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE the County and IHGID agree as follows:

1. IHGID is responsible for the development of design plans, specifications, bidding, bid award, contract development for construction, construction management, supervision and inspections for phase one improvements to Valley Vista Park.
2. IHGID is responsible for obtaining and approving a site master plan for Valley Vista Park APN 1420-07-502-005, after public review by the residents of the Indian Hills General Improvement District, with the final review and approval by Douglas County Parks & Recreation Commission.
3. IHGID will maintain and own all phase one improvements and will not seek any reimbursement from the County, except as stated in paragraph 13 of this Agreement.
4. IHGID Board of Trustees will commit to the total cost of maintenance for the phase one improvements and the Valley Vista Park.
5. IHGID is responsible for obtaining all permits, licenses and paying all fees associated with this project.
6. All improvements will be constructed to County standards based on the Douglas County Parks & Recreation Commission approved plans and specifications. All improvements must be inspected and approved by Parks and Recreation Department staff before reimbursement will be issued.

7. IHGID will comply with all applicable federal, local, and state laws, regulations or requirements; including Nevada Revised Statutes Chapter 278B in all of its activities on the site and will be solely responsible for any non-compliance on the part of IHGID with any applicable law regulation or requirement.

8. IHGID will meet all conditions placed on the project by other departments throughout the permitting process.

9. IHGID will develop a cost estimate for constructing and maintaining these improvements including labor, supply and cost prior to construction.

10. IHGID will fund at least fifty-five thousand dollars (\$55,000.00) for phase one improvements to Valley Vista Park from sources other than monies provided by the Residential Construction Tax District 2 (North County).

11. IHGID, prior to the release of funds, will develop an operating and use policy for Valley Vista Park, including if applicable, fees and charges for various uses of the Park. The established fee schedule will not differentiate between Indian Hills' residents and Douglas County residents.

12. IHGID will award bid for the first phase improvement by December 31, 2009.

13. The County will reimburse IHGID for the following phase one improvements up to, but no more than fifty-five thousand dollars (\$55,000.00) from monies collected pursuant to the Residential Construction Tax District 2 (North County):

- a. Grading and slope protection.
- b. Utility improvements and extensions.
- c. Playground equipment and picnic facilities.

d. Landscaping, signage and other park fixtures to be constructed on Valley Vista Park.

e. Up to five thousand dollars (\$5,000) towards construction of a dog park.

14. All reimbursements will be based on the availability of Residential Construction Tax funds generated within the Residential Construction Tax District 2 (North County). This area does not include special collection area 2a, Sunridge Collection Area.

15. IHGID will prepare requests for reimbursement and submit them to the County. The County will, within thirty (30) days after receiving the request disburse funds to IHGID in accordance with the terms in this Agreement. If necessary, IHGID agrees to place appropriate provisions in all design, construction, and construction administration contracts for Valley Vista Park phase one improvements that will allow ample time for payment under this indirect payment system.

16. This Agreement shall become effective upon approval by both the Douglas County Board of County Commissioners and IHGID Board of Trustees.

17. In the event that plans and specifications are not completed, or a bid award has not been made by the IHGID by December 31, 2009, this agreement shall be terminated.

18. Once the terms of paragraph 17 have been met, this Agreement will remain in effect until the improvements are complete or until the County has expended \$55,000 for improvements to Valley Vista Park as outlined in this agreement, whichever occurs first.

This agreement may be terminated without cause by either party, upon giving the other party ninety (90) days advanced, written notice of its intent to terminate this agreement.

19. This Agreement constitutes the full and final agreement between the County and IHGID and shall not be modified except in writing and signed by both parties.

20. This Agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

21. IHGID agrees to indemnify, hold harmless and defend the County, its officers, employees, and agents from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the IHGID, its officers, employees and agents.

22. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

23. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement. The recitals shall be an integral part of this contract.

24. All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

Douglas County  
Attn: County Manager  
Post Office Box 218  
Minden, Nevada 89423

Indian Hills General Improvement District  
Attn: Chairman of the Board of Trustees  
3394 James Lee Park Drive

Carson City, Nevada 89705  
(775) 267-2805

INDIAN HILL GENERAL IMPROVEMENT DISTRICT

Date: 8-19-09

By: *Dianne Humble*  
Chairman

Attest: *B. R. H.*  
Secretary

DOUGLAS COUNTY, NEVADA

Date: October 1, 2009

By: *Nancy McDermid*  
Nancy McDermid  
Chairman, Board of Commissioners  
Douglas County

*Ted Toran*

ATTEST:  
Ted Toran, Douglas County Clerk  
By: *Luaine Sudacli*  
Clerk to the Board

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 5 2009

777809 Clerk of the 4th Judicial District Court  
of the State of Nevada, and for the County of Douglas.

By: *David M. ...* Deputy