

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Community Services



00175767202310031030090098

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: \_\_\_\_\_

FILED

NO. 2023.277

12/12/23  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY [Signature] DEPUTY

INTERLOCAL AGREEMENT  
BETWEEN

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

AND

EAST FORK SWIMMING POOL DISTRICT  
an improvement district organized under NRS Chapter 318  
1600 NV-88 #88.  
Minden, NV 89423  
(775) 782-8840

This Interlocal Agreement is made by and between Douglas County (County), a political subdivision of the State of Nevada, and the East Fork Swimming Pool District (EFSPD), an improvement district organized under the provisions of NRS Chapter 318.

**RECITALS:**

WHEREAS, The County and the EFSPD are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180(1) 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 of the contracting agencies is authorized by law to perform; and

WHEREAS, each Party is authorized by the laws of Nevada to perform or undertake various governmental functions and responsibilities as separate legal entities; and

WHEREAS, EFSPD has various powers and authority pursuant to NRS Chapter 318, including the provision of funding for recreational facilities within its geographic boundaries; and

WHEREAS, the County owns the Topaz Ranch Estates Park and various improvements located at 3838 Carter Drive, Wellington, Nevada ("TRE Park") that is located within EFSPD geographic boundaries, and the County manages the TRE Park for public park and recreation purposes; and

WHEREAS, the County has adopted a Capital Improvements Projects Budget for Fiscal Year 2023/2024 that includes the installation of a splash pad at the TRE Park that is budgeted for a County contribution in the total amount of \$146,000 (the "TRE Park Splash Pad Project"); and

WHEREAS, EFSPD is willing to supplement the County's budgeted funding for the TRE Park Splash Pad Project in an amount not to exceed \$50,000, for a total expected Project cost of \$196,000; and

WHEREAS, the County and EFSPD desire to enter into this Interlocal Agreement to provide partial funding for the TRE Park Splash Pad Project whereby EFSPD agrees to reimburse the County an amount not to exceed \$50,000 upon Douglas County's completion of the TRE Park Splash Pad Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the County and EFSPD agree as follows:

1. REQUIRED APPROVAL. This Agreement shall be approved by the Douglas County Board of County Commissioners and EFSPD Board of Trustees

2. TERM OF AGREEMENT. This Agreement shall commence on the date the Agreement is signed by both parties, and shall continue until Douglas County completes the TRE Park Splash Pad Project as detailed Paragraph 3 entitled "County's RESPONSIBILITIES," and EFSPD has paid its contribution described in Paragraph 4, but in no event shall the term of the Agreement exceed 2 years from the commencement date.

3. County's RESPONSIBILITIES.

a. County shall complete the TRE Park Splash Pad Project, and agrees to the following responsibilities related to the Project:

- i. Plan and design
- ii. Permit if necessary
- iii. Grading and slope protection.
- iv. Utility improvements and extensions
- v. Installation of a splash pad
- vi. Signage and other park fixtures if necessary
- vii. Signage recognizing EFSPD for the contribution
- viii. Construction Management
- ix. All ongoing operation cost of the splash pad
- x. All ongoing maintenance of the splash pad
- xi. Any and all additional cost associated with construction that exceeds total expected project cost of \$196,000.

4. EFSPD'S RESPONSIBILITIES.

- a. The EFSPD will reimburse County an amount not to exceed fifty thousand dollars (\$50,000.00) upon the County's completion of the TRE Park Splash Pad Project and its delivery of an invoice in the correct amount to EFSPD.
- b. If for any reason the TRE Park Splash Pad Project costs less than the total amount of \$196,000, then EFSPD's \$50,000 contribution towards the Project shall be reduced by a proportional amount.

5. OWNERSHIP AND OPERATION OF THE TRE PARK SPLASH PAD PROJECT. The County shall solely own and operate the TRE Park Splash Pad Project and all improvements constructed in connection therewith.

6. ENTIRE CONTRACT AND MODIFICATION. This Agreement contains the entire agreement between Parties relating to the subject matter and supersedes any and all oral or written agreements previously made by and between the Parties pertaining to the same subject matter. No change, amendment, alteration or modification of this Agreement will be effective unless documented in writing and executed by both parties.

7. ASSIGNMENT. 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.

8. TERMINATION. Prior to initiation of the TRE Park Splash Pad Project by the County, either party may terminate this Agreement for any reason upon thirty days (30) written notice to the other Party.

9. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages.

10. LIMITED OBLIGATION OF EFSPD. EFSPD's obligations under this Agreement are expressly limited to EFSPD's reimbursement of the County as detailed in Paragraph 4 herein. EFSPD shall have no obligation, duty, or liability whatsoever for, arising out of, or related to the contracting for or construction of the TRE Park Splash Pad Project by the County, County's agent, or any other third party.

11. NO THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Contractor or the County.

12. INDEMNIFICATION.

- a. To the fullest extent of limited liability as set forth in Paragraph 9 of this Agreement, County shall indemnify, hold harmless and defend, not excluding EFSPD's right to participate, EFSPD from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of

any alleged negligent or willful acts or omissions of the County, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the County from EFSPD within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The County shall not be liable to hold harmless EFSPD as to any attorneys' fees and costs for EFSPD's elective right to participate with legal counsel.

13. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, wildfire, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases. In the event of an

emergency, as defined at NRS 414.0345 or NRS 455.090, either Party may make use of available water to perform any function of emergency management.

14. GOVERNING LAW: JURISDICTION. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. . In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

15. SEVERABILITY. If any provision contained in this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

16. PUBLIC RECORDS: CONFIDENTIALITY. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. Each Party shall keep confidential all information, in whatever form,



produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement to be kept confidential. The Parties will have the duty to disclose unless a particular record is made confidential by this Agreement, by law, by a common law balancing of interests, or by the order of a court of competent jurisdiction.

17. NOTICES. 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

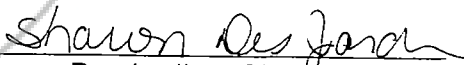
East Fork Swimming Pool District  
Attn: Director  
1600 NV-88 #88  
Minden, NV 89423  
(775) 782-8840

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS

EAST FORK SWIMMING POOL  
DISTRICT

By:   
Mark Gardner, Chairman

By:   
Sharon DesJardins, Chairman

Date: 12/08/2023

Date: 10/5/2023

ATTEST:  
Amy Burgess, Douglas County Clerk

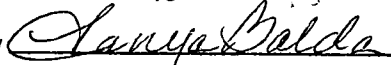
By: 

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12<sup>th</sup> day of December, 20 23

By:  Deputy