

Recorder's Office Cover Sheet

Recording Requested By:

Name: Geoff Bonar

Department: Community Services

Item ID/Agreement #: DC-1345-2022

Type of Document: (please select one)

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

specify: _____

DOUGLAS COUNTY, NV

This is a no fee document

NO FEE

DC/COMMUNITY SERVICES

2024-1007012

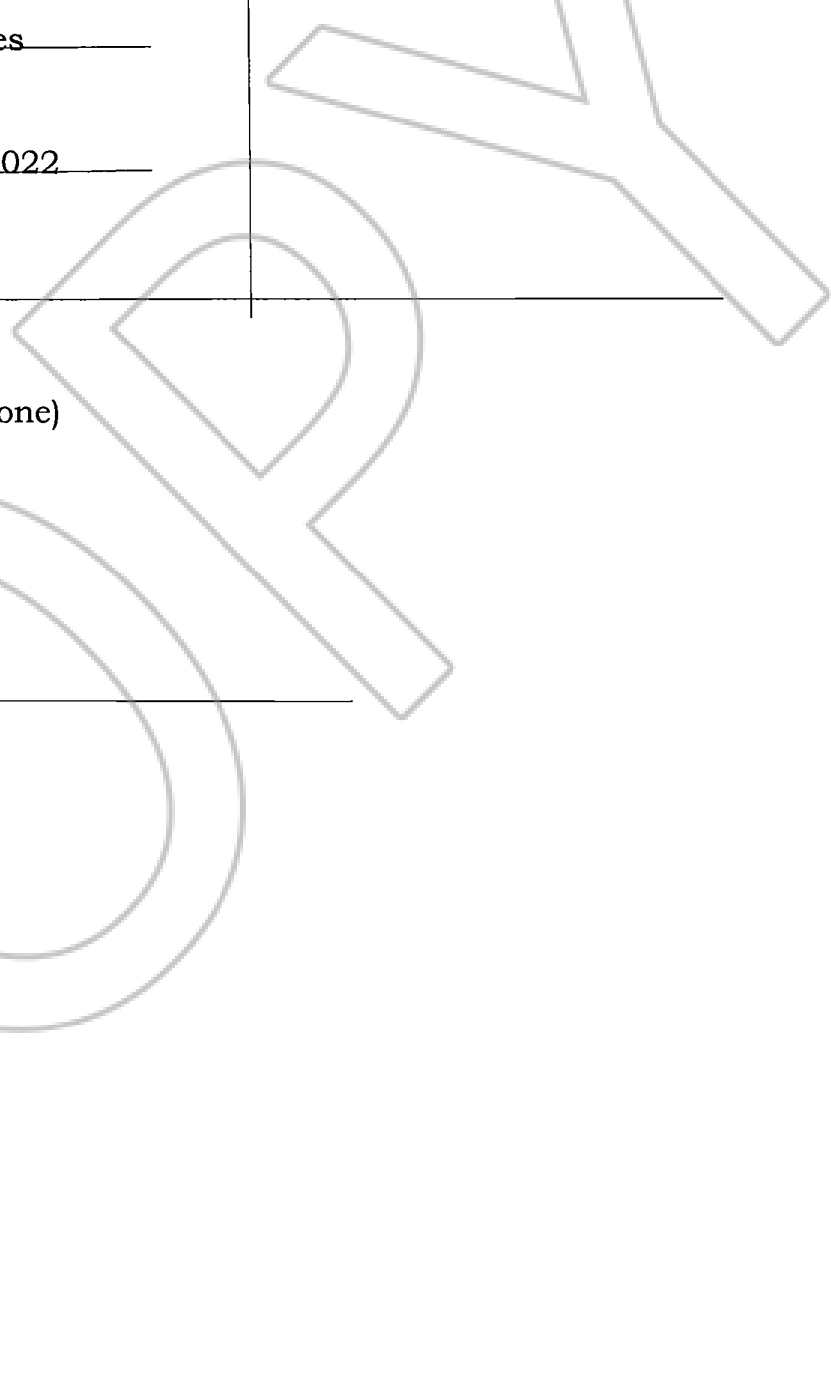
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SHAWNYNE GARREN, RECORDER



FILED

NO. DC-1345-2022

04/24/2024

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

**INTERLOCAL AGREEMENT
BETWEEN**

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

BY DEPUTY

AND

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

This Agreement is made by and between Douglas County (County), a political subdivision of the State of Nevada, and the Indian Hills General Improvement District (IHGID), a general improvement district organized under the provisions of NRS Chapter 318.

RECITALS:

WHEREAS, The County and the IHGID 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 numerous governmental functions and responsibilities as separate legal entities; and

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

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

WHEREAS, IHGID owns property in its district and manages it for public Park purposes.

WHEREAS, IHGID is willing to fund, plan, install and maintain improvements to South Sunridge Park and James Lee Park so the area can function as a neighborhood park; and

WHEREAS, the County and IHGID desire to enter into this Agreement to provide for IHGID's completion of neighborhood Dog Parks installation and improvements to South Sunridge Park and James Lee Park and for IHGID to be reimbursed by the County with Residential Construction Tax funds for the Dog Park installation and improvements.

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

1. REQUIRED APPROVAL. This Agreement shall be approved by the Douglas County Board of County Commissioners and IHGID 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 IHGID complete the Dog Parks installation and improvements referenced herein Paragraph 3, but in no event shall the term of the Agreement exceed 2 years from the commencement date.

3. IHGID'S RESPONSIBILITIES.

a. IHGID shall complete the following Dog Park improvements to the South Sunridge Park and James Lee Park:

i. Grading and slope protection.

ii. Utility improvements and extensions.

iii. Fencing.

iv. Landscaping, hardscaping, signage and other park fixtures to be constructed within South Sunridge Park and James Lee Park to enhance Dog Park facilities.

b. IHGID will prepare written requests for reimbursement and submit them to the County.

c. IHGID agrees to place appropriate provisions in all design, construction, and construction administration contracts for South Sunridge Park and James Lee Park improvements that will allow ample time for payment under the reimbursement system contemplated by this Agreement.

- d. IHGID shall provide a copy of all contracts between IHGID and any third party for construction of the South Sunridge and James Lee Dog Park improvements.

4. COUNTY'S RESPONSIBILITIES.

- a. The County will reimburse IHGID an amount not to exceed fifty thousand dollars (\$50,000.00) from monies collected pursuant to the Residential Construction Tax District 2 (North County) for the following South Sunridge and James Lee Dog Park improvements completed by IHGID:

- i. Grading and slope protection.
- ii. Utility improvements and extensions.
- iii. Fencing.
- iv. Landscaping, hardscaping, signage and other park fixtures to be constructed within South Sunridge Park and James Lee Park to enhance Dog Park facilities.

- b. All reimbursements are contingent on the availability of Residential Construction Tax funds generated within the Residential Construction Tax District 2 (North County). The County will, within thirty (30) days after receiving a reimbursement request from IHGID, disburse funds to IHGID in accordance with the terms in this Agreement.

5. ENTIRE CONTRACT AND MODIFICATION. This Agreement contains the entire agreement between Parties relating to the subject matter and supersedes any and all 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.

6. 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.

7. TERMINATION. Either Party, without cause, may terminate this Agreement upon thirty days (30) written notice to the other Party.

8. 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.

9. LIMITED OBLIGATION OF DOUGLAS COUNTY. Douglas County's obligations under this Agreement are expressly limited to Douglas County's reimbursement of IHGID as detailed in Paragraph 4 herein. Douglas County shall have no obligation, duty, or liability whatsoever for, arising out of, or related to the contracting for or construction of the South Sunridge and James Lee Dog Park improvements by IHGID, IHGID's agent, or any other third party.

10. 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 IHGID.

11. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in Paragraph 8 of this Agreement, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 Party, 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 indemnifying party from the indemnified Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless the indemnified Party as to any

attorneys' fees and costs for the indemnified Party's elective right to participate with legal counsel.

12. 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.

13. 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.

14. 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.

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.

15. 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.

[CONTINUED ON NEXT PAGE]

16. 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

Indian Hills General Improvement District
Attn: Chairman of the Board of Trustees
3394 James Lee Park Drive
Carson City, Nevada 89705
(775) 267-2805

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

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

By: *Mark Gardner*

By: *Kathryn Clark-Ross*

~~Mark Gardner, Chairman~~
Wesley Rice

Kathryn Clark-Ross, Chairman

Date: 04/23/24

Date: 9-30-22

ATTEST: Burgess
Amy Burgess, Douglas County Clerk

By: *Amy Burgess*

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 24th day of April, 2024

By: *[Signature]* Deputy