

**INTERGOVERNMENTAL FUNDING AGREEMENT REGARDING
RESIDENTIAL CONSTRUCTION TAX FOR NEIGHBORHOOD PARK
DEVELOPMENT WITHIN SUN VALLEY PARK DISTRICT 2D**

This Interlocal Agreement (the “Agreement”) is entered into this ____ day of _____ 2019, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter, “County”) and Sun Valley General Improvement District, a political subdivision of the State of Nevada, organized pursuant to the provisions of Chapter 318 of Nevada Revised Statutes, (hereinafter “SVGID”), collectively referred to as the “Parties.)

WHEREAS, the Parties are public agencies as defined in Nevada Revised Statutes (hereinafter “NRS”) 277.100(1)(a), more commonly known as the Interlocal Cooperation Act.

WHEREAS, pursuant to NRS 277.110(2) of the Interlocal Cooperation Act, any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of NRS 277.080 to 277.170, inclusive; and

WHEREAS, the County is the fiscal agent for Residential Construction Tax (hereinafter “RCT”) collected within unincorporated areas of Washoe County for neighborhood park development as authorized in NRS 278.4983 and further described in Washoe County Code Chapter 20; and

WHEREAS, RCT is to be used for neighborhood park development for public park and recreation facilities within the area that it was collected as compliant with locally adopted recreation plans; and

WHEREAS, On September 8, 2009, the County, adopted an Ordinance adding the basic power to furnish recreational facilities to the basic powers granted to SVGID; and

WHEREAS, On March 23, 2010, the County, authorized the transfer of ownership of certain neighborhood parks to SVGID within the Sun Valley Park District 2D geographic boundary as shown in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, SVGID currently seeks to utilize a portion of the RCT from Sun Valley Park District 2D to provide funding estimated at \$43,000 for the purchase of new playground equipment at Gepford Park, (hereinafter, the “Project”) outlined in Exhibit B attached here to and incorporated by reference; and

WHEREAS, SVGID may desire to utilize additional RCT from Sun Valley Park District 2D for future neighborhood park improvements (hereinafter “Future Improvements”) that are compliant with NRS 278.4983 in cooperation with the County; and

WHEREAS, the County wishes provide the RCT in Sun Valley Park District 2D to SVGID on a reimbursable basis to assist with the Project and Future Improvements in order to maximize the efficient use of funding and other resources, and to best serve the park and recreational needs of the citizens in Sun Valley, Nevada; and

NOW, THEREFORE, and in consideration of the respective promises and duties herein contained, the parties agree as follows:

RESPONSIBILITIES OF THE COUNTY

1. The County shall review plans, specifications and provide written approvals and site inspections for the Project and Future Improvements in a timely manner.
2. The County shall pay SVGID for the Project estimated at \$43,000 and, as requested by SVGID, the amounts needed for Future Improvements, but not to exceed the Residential Construction Tax Balance in Sun Valley Park District 2D, which includes interest earnings. Payment will be made only on a reimbursable basis, due within thirty (30) days of receipt of invoice on pre-approved projects determined compliant with all provisions in NRS 278.4983.

RESPONSIBILITIES OF SVGID

3. SVGID shall manage design, bidding and construction services related to the Project and Future Improvements.
4. SVGID shall provide the County with an electronic copy of drawings, details and specifications for the Project and Future Improvements. Drawings, details and specifications for shall conform to the latest "Standard specifications for public works construction, Washoe County, Nevada" (Orange Book). Park development shall meet current adopted Consumer Product Safety Guidelines, nationally accepted standards as recommended by the National Recreation and Park Association and all playground construction will be inspected and approved by a Certified Playground Safety Inspector.
5. SVGID shall provide to the County a construction timeline outlining details and milestones for completion of the Project and Future Improvements.
6. SVGID shall include in all contracts with any contractors hired for the purposes of constructing any portions of the Project or Future Improvements mentioned herein the standard County indemnification and insurance requirements for contractors, including receipt of a certificate of insurance naming Washoe County as an "additional insured" under such contractor's liability policy. Contractors shall provide proof of said coverage prior to the beginning of any construction. Such policy or policies shall be issued by a company licensed to do business in the State of Nevada, which has a Best rating of "A" or better. Such policy or policies shall further be in a form acceptable to the County.
7. SVGID shall not make any changes in the scope or amount of the insurance coverage provided under subsection (6) above unless made with the prior written approval of the County.

8. SVGID shall permit County staff to inspect the construction progress at all reasonable times.
9. SVGID agrees to perform or have others perform all work in compliance with all applicable laws and permit requirements.
10. By execution of this Agreement, SVGID certifies, acknowledges and agrees that any subcontractors performing work relating to or arising from either the use of the RCT or the Project and Future Improvements themselves shall be governed by all other applicable federal, state and local laws. SVGID further acknowledges that this certification is a material representation of fact, which the County has relied upon when entering into this Agreement. This certification and acknowledgement must be included, without modification, in all contracts with subcontractors and in all solicitations for contracts with subcontractors to perform work related to the use of these funds and the Project and Future Improvements. The County reserves the right to withhold RCT funds in the event SVGID, its employees, agents, representatives or subcontractors fail to perform work hereunder in accordance with the terms and conditions as set forth herein, and all applicable federal, state and local laws.
11. In accordance with NRS Chapter 239, SVGID agrees to maintain all records relevant to use of RCT for which funds were allocated from the County. Additionally, SVGID must keep records at least six (6) years from the end of the County fiscal year (July-June) in which the Project and Future Improvements were completed. If any litigation concerning the Project or Future Improvements have begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must contact the County to obtain and verify final disposition instructions. This requirement also applies to SVGID's contractors and any subcontractors.

JOINT RESPONSIBILITIES

12. **TERMINATION.** Either party may, with thirty (30) days advance written notice to the other, terminate this Agreement at any time before the date of expiration.
14. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. If applicable, full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
15. Both Parties agree to coordinate and use their best efforts to complete the Project and Future Improvements and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

16. **INDEMNIFICATION.** The County and SVGID agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party 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.

The parties further agree, to the extent allowed by law pursuant to Chapter 41 of NRS, to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected 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 employees, agents or servants of the other.

17. Both Parties agree to coordinate on the design and construction of the Projects and in a collaborative and timely manner in order to maximize the efficient use of funding and other resources.
18. Both Parties further agree to comply with applicable requirements of any federal, state, or local grant programs associated with the funding of design, construction, operation, and maintenance of improvements and programs within Sun Valley Park District 2D.

GENERAL PROVISIONS

19. **Entire Agreement:**

This Agreement represents the full and complete understanding by all of the parties and changes may be made only with the approval of the parties.

20. **Assignment:**

This Agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.

21. **Modification:**

This Agreement may be modified in writing and signed by both parties.

22. **Severability:**

Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions of this Agreement are declared invalid, the remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.

23. **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the parties hereto may be or may become a resident of a different country, state, or jurisdiction. Any suit or

action arising out of this Agreement shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The parties hereby consent to the personal jurisdiction of such courts within Washoe County, State of Nevada. The parties hereby waive any objections to venue in such courts within Washoe County, State of Nevada.

24. Notices:

All notices required by this Agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:

Director
Washoe County Community Services Department
P.O. Box 11130
Reno, NV 89520-0027

General Manager
Sun Valley General Improvement District
5000 Sun Valley Blvd.
Sun Valley, NV 89433

This section left blank intentionally.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2019.

SUN VALLEY GENERAL IMPROVEMENT DISTRICT, a political subdivision of the State of Nevada, by and through its Board of Trustees:

Sandra Ainsworth, Chair

STATE OF NEVADA
COUNTY OF WASHOE

On the _____ day of _____, 2019, _____,
personally appeared before me, a Notary Public, and acknowledged to me that he
executed the above instrument for the purpose therein contained.

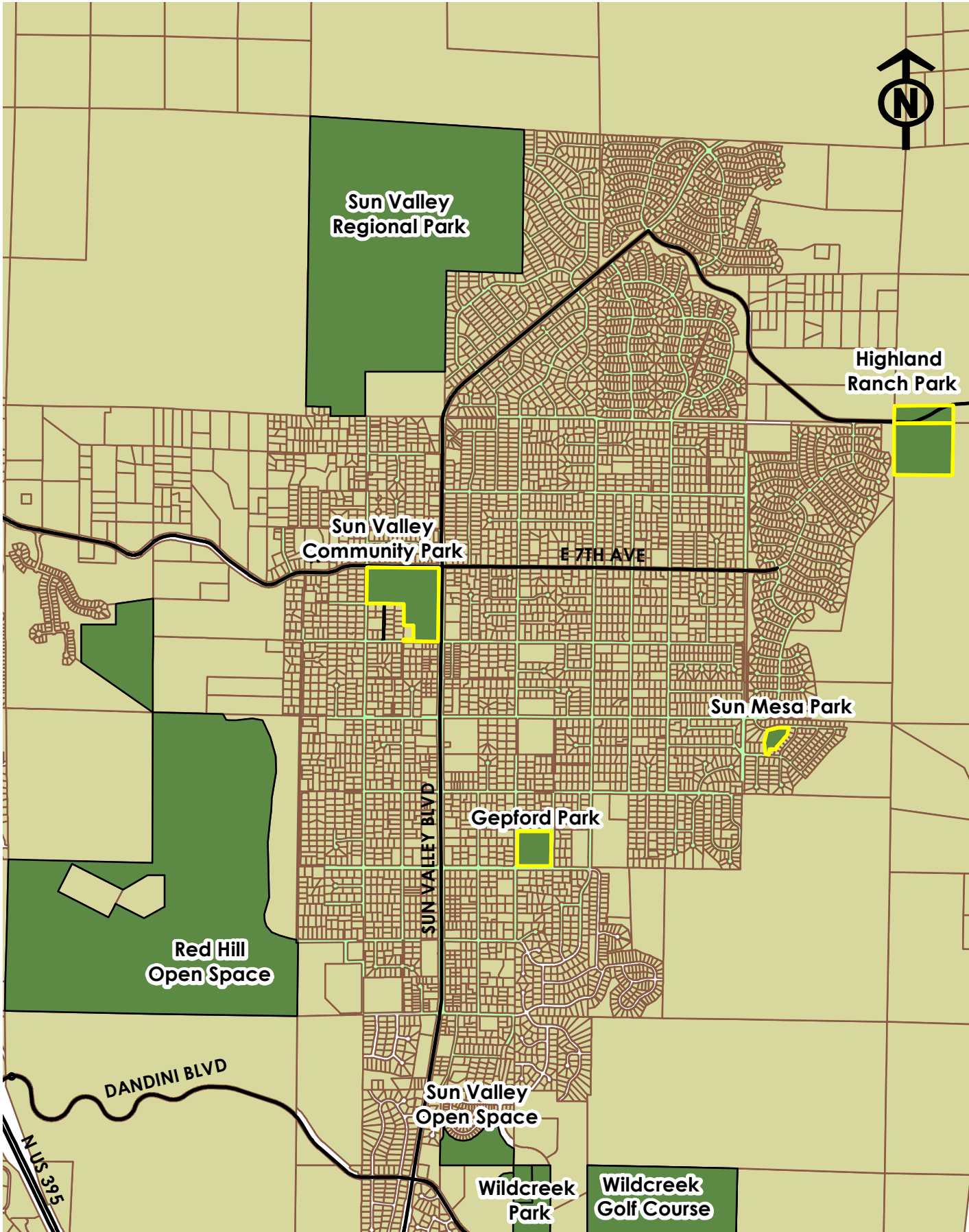
Notary Public

COUNTY OF WASHOE, a political subdivision of the State of Nevada, by and through
its Board of County Commissioners

Vaughn Hartung, Chairman

Attest:

Nancy Parent, County Clerk



PARK DISTRICT 2D - SUN VALLEY
Residential Construction Tax - Exhibit A



Sun Valley General Improvement District Gepford Park

Proposal # 907-115939-1
March 01, 2019

Presented by
Buell Recreation



Burke®

Design Summary

Buell Recreation is very pleased to present this Proposal for consideration for the Gepford Park located in Sun Valley. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Sun Valley General Improvement District. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Gepford Park
- Project Number: 907-115939-1
- User Capacity: 39
- Age Groups: Ages 5-12 years
- Dimensions: 28' 5" x 38' 10"
- Designer Name: Cara Osborne

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Gepford Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-115939-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Gepford Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

830 SQ.FT.
PERIMETER
112 FT.

STRUCTURE SIZE
28' 5" x 38' 10"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered to ISO 9001
Registered to ISO 14001

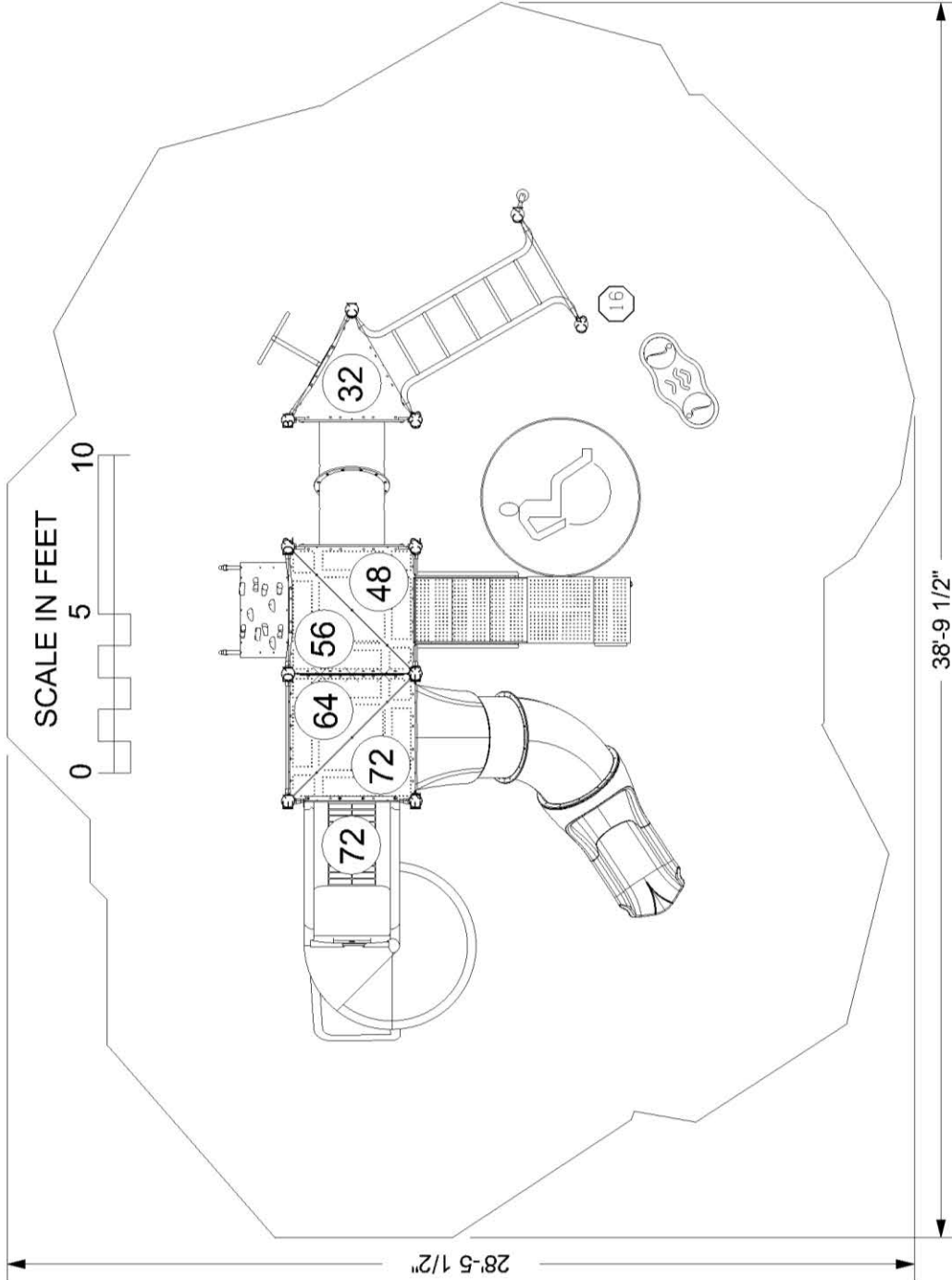


To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	9	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS:	6	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	RECD: 6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 6	RECD: 3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 3	RECD: 2
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 3	RECD: 2
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 2	RECD: 2

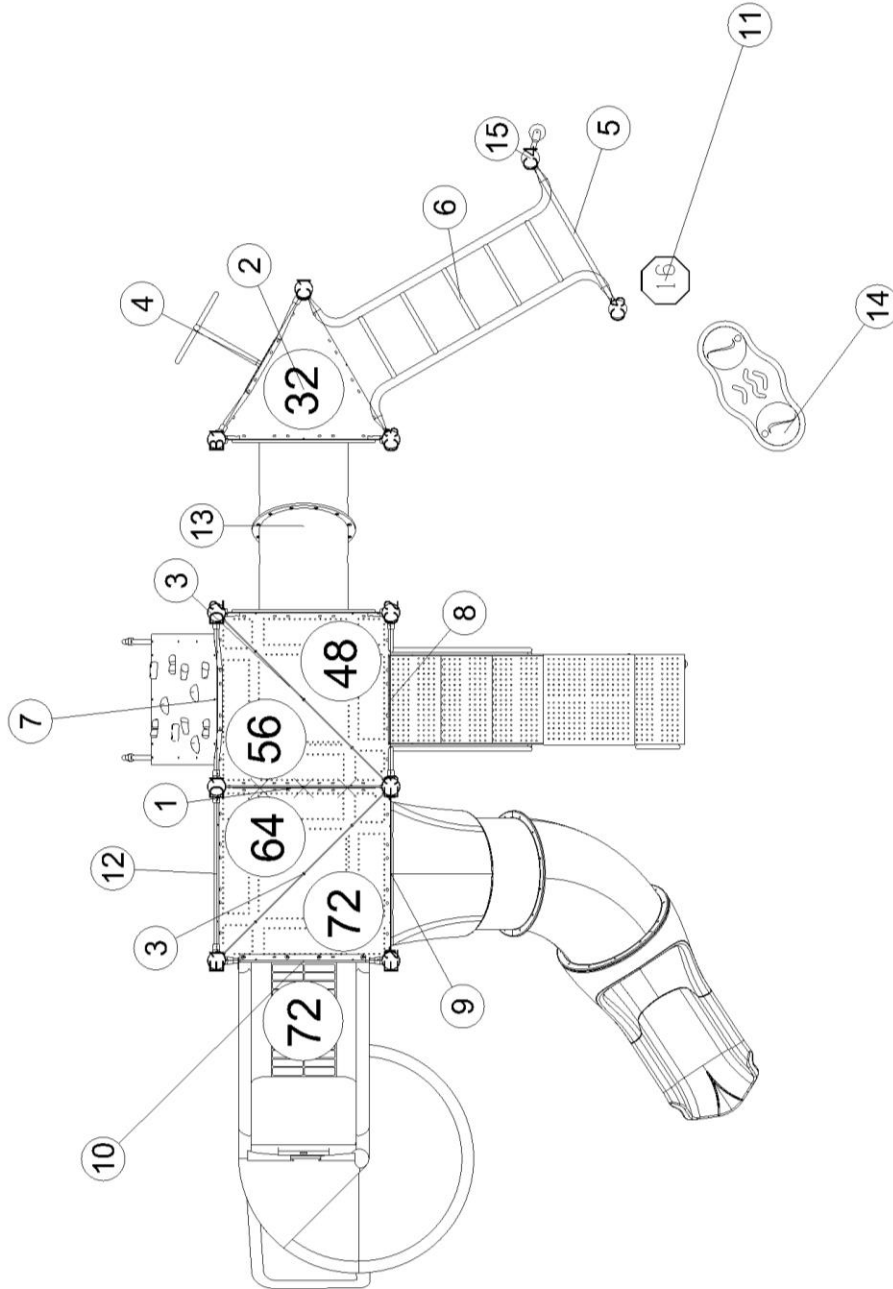


SERIES: Basics, Nucleus
SITE PLAN
DRAWN BY: Cara Osborne

Gepford Park
305 E Gepford Parkway NV 89433
Sun Valley, NV 89433

March 01, 2019
Buell Recreation
907-115939-1

ITEM	COMP.	DESCRIPTION
1	270-0050	8" CLOSURE PLATE
2	270-0129	TRIANGLE PLATFORM
3	270-0136	SPLIT SQUARE PLATFORM
4	370-0149	SNAKE CLIMBER 32" - 48"
5	370-0247	END RUNGS
6	370-0339	SHORT HORIZONTAL OVERHEAD
7	370-0632	STONE SLOPE CLIMBER 56"
8	370-0720	TRANSFER STATION, HANDRAIL
9	470-0105	COBRA SLIDE CURVED 72"
10	470-0495	SPIRAL SLIDE 72"
11	560-0526	SINGLE POD WALK 8"-16"
12	570-0394	PIPE WALL
13	570-0560	UP-DOWN TUNNEL, 16" OFFSET
14	570-0770	DYNAMIC SURFER
15	670-0156	POST MOUNTED BELL

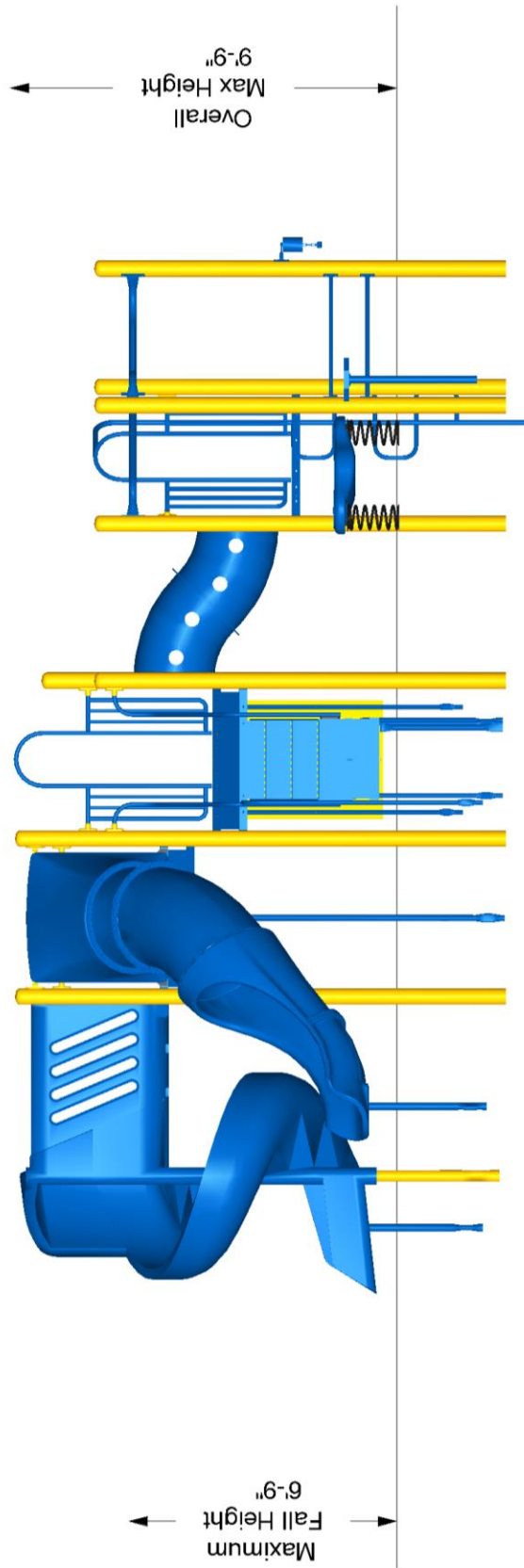


SERIES: Basics, Nucleus
 COMPONENT PLAN
 DRAWN BY: Cara Osborne

Gepford Park
 305 E Gepford Parkway NV 89433
 Sun Valley, NV 89433

March 01, 2019

Buell Recreation
 907-115939-1



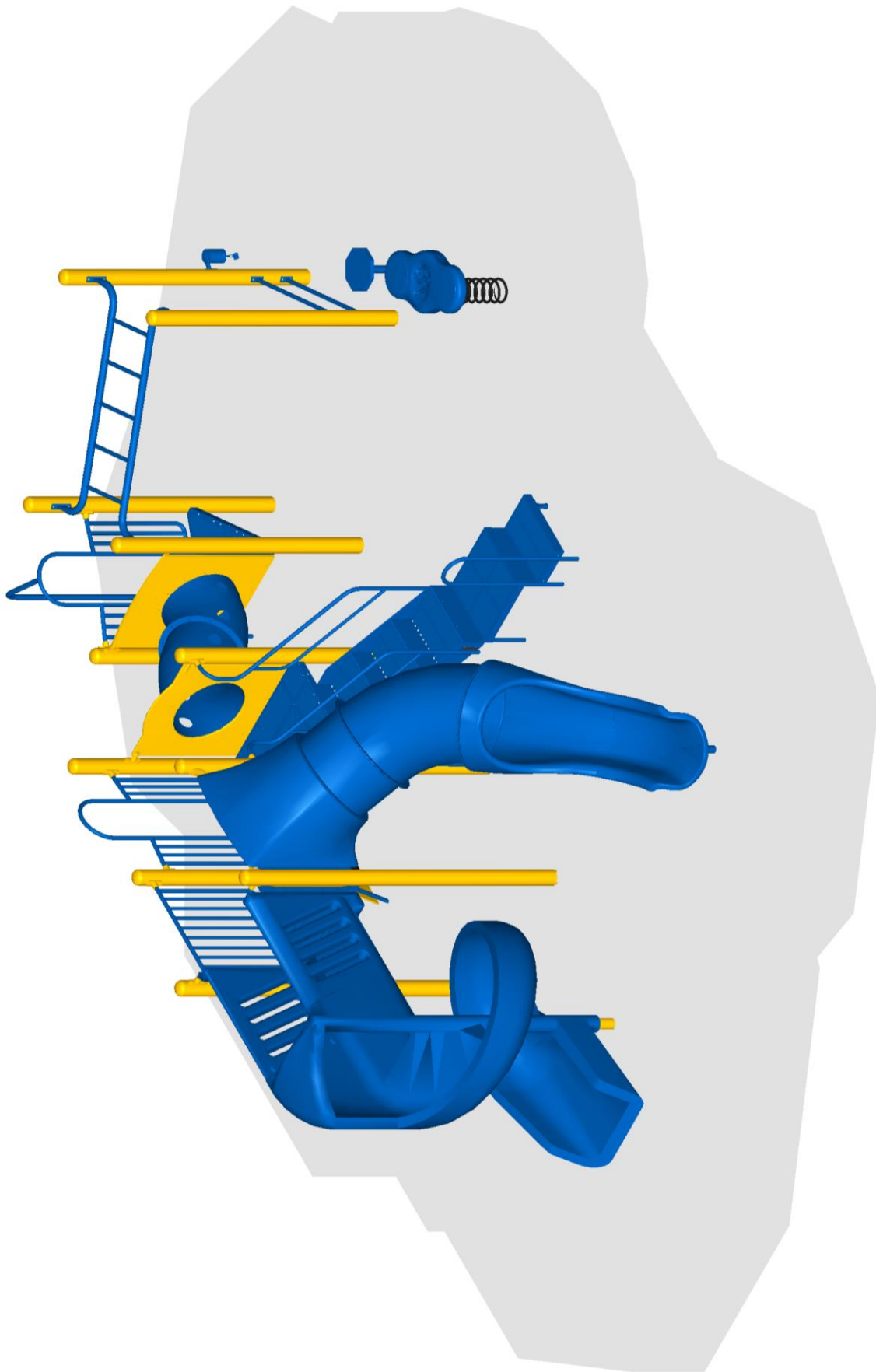
The protective surfacing for this design must accommodate the critical fall height.



SERIES: Basics, Nucleus
 ELEVATION PLAN
 DRAWN BY: Cara Osborne

Gepford Park
 305 E Gepford Parkway NV 89433
 Sun Valley, NV 89433

March 01, 2019
 Buell Recreation
 907-115939-1



Burke

March 01, 2019

SERIES: Basics, Nucleus
ISOMETRIC PLAN
DRAWN BY: Cara Osborne

Gepford Park
305 E Gepford Parkway NV 89433
Sun Valley, NV 89433

Buell Recreation
907-115939-1



Proposal # 907-115939-1

March 01, 2019
2019 Pricing

Proposal Prepared for:

Sun Valley General Improvement District
Sun Valley General Improvement District
5000 Sun Valley Blvd, NV 89433
Sun Valley, NV 89433
Phone:

Project Location:

Gepford Park
305 E Gepford Parkway NV 89433
Sun Valley, NV 89433

Proposal Prepared by:

Buell Recreation
7327 SW Barnes Rd. #601
Portland, OR 97225
Phone: 503-922-1650
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doug@buellrecreation.com

Rachel Gora
Phone: 503-922-1650
Fax: 866-597-0033
Rachel@buellrecreation.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
560-0526	SINGLE POD WALK 8"-16"	1	1	1	27	27
570-0770	DYNAMIC SURFER	1	2	2	96	96
Nucleus						
270-0050	8" CLOSURE PLATE	1	0	0	10	10
270-0129	TRIANGLE PLATFORM	1	2	2	48	48
270-0136	SPLIT SQUARE PLATFORM	2	4	8	103	206
370-0149	SNAKE CLIMBER 32" - 48"	1	3	3	70	70
370-0247	END RUNGS	1	1	1	10	10
370-0339	SHORT HORIZONTAL OVERHEAD LAD...	1	3	3	55	55
370-0532	STONE SLOPE CLIMBER 56"	1	2	2	106	106
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
470-0105	COBRA SLIDE CURVED 72"	1	2	2	203	203
470-0495	SPIRAL SLIDE 72"	1	4	4	535	535
570-0394	PIPE WALL	1	0	0	36	36
570-0560	UP-DOWN TUNNEL, 16" OFFSET	1	4	4	119	119
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0002	POST ASSEMBLY 5" OD X 107"	1	0	0	58	58
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0156	POST MOUNTED BELL	1	1	1	5	5
670-0165	POST ASSEMBLY 5" OD X 123"	5	0	0	66	330
670-0166	POST ASSEMBLY 5" OD X 139"	2	0	0	74	148
670-0167	POST ASSEMBLY 5" OD X 147"	3	0	0	78	234

Total User Capacity: 39
Total Weight: 2,537 lbs.

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble™ cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2019

BCIBURKE.COM

Burke

800.266.1250