

**INTERLOCAL COOPERATIVE AGREEMENT
FOR REIMBURSEMENT**

This Agreement is dated and effective as of _____, 2022, by and between Washoe County, Nevada (“COUNTY”) and the Regional Transportation Commission of Washoe County (“RTC”).

W I T N E S S E T H:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, in Spring 2018, RTC completed construction of the “South East Connector Project” (the “PROJECT”); and

WHEREAS, an unforeseen dangerous situation has developed with people living in the culverts that were constructed as part of the Project and unauthorized entry into the culverts needs to be prevented; and

WHEREAS, COUNTY will design and construct grates for all the culverts and each barrel of the culverts outside of the City limits along Veterans Parkway north of Pembroke Road to prevent public entry. (the “IMPROVEMENTS”); and

WHEREAS, COUNTY is in the process of completing design of the IMPROVEMENTS; and

WHEREAS, upon completion of design, COUNTY will select a contractor to purchase, construct and otherwise install the IMPROVEMENTS; and

WHEREAS, RTC will reimburse COUNTY for the cost to construct the IMPROVEMENTS, in an amount not-to-exceed \$350,000; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

COUNTY AGREES:

1. To provide drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration, and project management of the IMPROVEMENTS.
2. To select a third-party contractor to furnish and construct the IMPROVEMENTS.
3. To provide RTC the cost to construct the IMPROVEMENTS upon execution of a contract with the third-party contractor.
4. To allow RTC to review and approve any contract change orders associated with the construction of the IMPROVEMENTS.
5. To execute change orders upon written approval from RTC.
6. To invoice RTC within 60 days of the completion of the IMPROVEMENTS.

RTC AGREES:

1. To reimburse COUNTY for the actual construction costs of the IMPROVEMENTS in an amount not-to-exceed the amount set forth in the contract with the third-party contractor as reflected in Exhibit A.
2. To direct all questions or requests pertaining to the IMPROVEMENTS to the COUNTY Project Manager.
3. To remit payment within forty-five (45) calendar days following receipt of an invoice from COUNTY.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.
2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.
3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Brian Stewart, P.E.
 Engineering Director
 Regional Transportation Commission
 1105 Terminal Way, Suite 108
 Reno, Nevada 89502
 (775) 335-1880

COUNTY: Dwayne Smith, P.E.
Community Services Department
Division Director Engineering and Capital Projects
Washoe County
1001 E. 9th Street
Reno, Nevada 89512
(775) 328-2043

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.

5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and this Agreement shall not be construed, to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Bill Thomas, AICP, Executive Director

WASHOE COUNTY, NEVADA

BY: _____
Chair

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
Washoe County Clerk

BY: _____
Attorney

EXHIBIT A

Description of IMPROVEMENTS:

Furnish and installation of grates to prevent people from entering equalization culverts north of Pembroke within Washoe County.

Reimbursable costs:

Furnish and install culvert grates and appurtenances	\$350,000
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TOTAL MAXIMUM REIMBURSABLE AMOUNT	\$350,000
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