INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENO, THE REGIONAL TRANSPORTATION COMMISSION, THE CITY OF SPARKS, WASHOE COUNTY, AND THE UNIVERSITY OF NEVDA RENO REGARDING IMPLEMENTING A REGIONAL BIKE SHARE SYSTEM

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between the City of Sparks, Nevada (hereinafter "Sparks"), Washoe County, Nevada (hereinafter "Washoe County"), the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (hereinafter "UNR"), and the City of Reno, a political subdivision of the State of Nevada (hereinafter "City"), collectively referred to as the "Parties".

RECITALS

A. WHEREAS, bike share systems have been expanding rapidly in communities across the United States to serve as an alternative mode of transportation that better connects people to places;

B. WHEREAS, the Parties each have established goals for reducing vehicle miles traveled within the community and encouraging use of alternative modes of transportation;

C. WHEREAS, bike share systems provide a range of economic, environmental, health and safety, and mobility benefits to communities, including but not limited to: business recruitment and retention, reduced greenhouse gas emissions and improved air quality, reduced single occupant vehicle use through first mile and last mile connections, and improved health and wellness;

D. WHEREAS, the City of Reno Council, City of Sparks Council, and Washoe County Commission have voted to support implementation of a regional dockless bike share pilot program;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

1. RIGHTS & DUTIES. Parties agree to collaborate on design and implementation of a limited term Truckee Meadows dockless bike share pilot program, including the following duties:

   a. Collaborate to design and implement a unified bike share system that serves the region;

   b. Collaborate on development of an RFQ, franchise agreement, and code amendments to support a regional bike share pilot program;

   c. Confirm the overarching goals are to create a well-managed connected, accessible, and sustainable regional dockless bike share system that connects people to places and services;

d. Cooperate in a limited term, six to eight month, regional pilot to test dockless bike share in the region with the option to extend the pilot program for an additional twelve-month period;

e. Sparks, Washoe County, and the City to contract with one bike share vendor that can demonstrate a long-term commitment, and operational and equipment reliability;

f. Authorize the City to draft an agreement for the pilot program that establishes the rights, responsibilities and requirements of the bike share vendor and Parties for review and approval by the Parties;

g. Review local bicycle, zoning and business licensing ordinances and if approved by the governing body amend ordinances as appropriate to facilitate implementation of the bike share pilot;

h. Develop and implement a coordinated communication campaign to inform and prepare residents and businesses for the dockless bike share pilot; and,

i. Support an application for Transportation Alternatives Set-Aside (TA Set-Aside) funding for Federal Fiscal Years 2019-2020. The TA Set-Aside funding would be utilized to support the regional dockless bike share program. The TA Set Aside may be used for bicycle parking area treatments, transit integration, bike helmet and safety program, and other identified needs.

2. TERM OF AGREEMENT. By execution of this Agreement, Parties agree to proceed with the Rights & Duties described in Section 1 of this Agreement, which shall continue until conclusion of duties, or until December 31, 2018, whichever comes first.

3. NOTICE. Notices required under this Agreement shall be given as follows:

To CITY: City Manager
City of Reno
P. O. Box 1900
Reno, NV 89505

To SPARKS: City Manager
City of Sparks
431 Prater Way
Sparks, NV 89431

To WASHOE COUNTY: County Manager
Washoe County
PO Box 11130
Reno, NV 89520-0027

To UNR: General Counsel
University of Nevada, Reno
Mail Stop 0550
Reno, Nevada 89557-0550

4. NO THIRD-PARTY RIGHTS. The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement, and with any rights under this Agreement, are the City and Sparks, Washoe County, and UNR.

5. SEVERABILITY. If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement.

6. JURISDICTION. This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

7. ENTIRE AGREEMENT. This Agreement is the entire Agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement. No purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement the day and year first written above.

THE CITY OF RENO
a municipal corporation of the State of Nevada

By: _____
Hillary Schieve
Mayor

Attest:

By: _____
Ashley Turney
City Clerk

APPROVED AS TO FORM ONLY

By: _____
City Attorney's Office

THE CITY OF SPARKS
a municipal corporation of the State of Nevada

By: _____
Geno Martini
Mayor

Attest:

By: _____
City Clerk

APPROVED AS TO FORM ONLY

By: _____
City Attorney's Office

WASHOE COUNTY, by and through its

BOARD OF REGENTS OF THE NEVADA

Board of County Commissioners

By: _____
Marcia Berkbigler
Chair

ATTEST:

By: _____
County Clerk

By: _____
Deputy District Attorney

SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

By: _____
Marc Johnson
President

APPROVED AS TO LEGALITY

By: _____
Office of General Counsel