INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made and executed this ____ day of _____, 2019, by and between the Board of Commissioners of Washoe County, Nevada (the "County"), the Regional Transportation Commission of Washoe County (the "RTC"), and the City Council of Reno, Nevada (the "City").

W I T N E S E T H:

WHEREAS in 1979, the RTC was created by County ordinance through the consolidation of the Regional Street and Highway Commission, the Regional Transit Commission, and a previously existing metropolitan transit planning organization; and

WHEREAS, the RTC is responsible for the Regional Street & Highway Program, the Public Transportation Program, and Transportation Planning; and

WHEREAS, the RTC funds the Regional Street & Highway Program from a variety of local, state and federal funding sources, and expends money from a variety of funds including the Regional Street and Highway Fund (the "Fuel Tax Fund"), the Transportation Sales Tax Fund (the "Sales Tax Fund"), and the Regional Road Impact Fee Fund (the "RRIF Fund"); and

WHEREAS, pursuant to NRS 373.140(2), if a project is proposed to be financed in whole or in part from the Fuel Tax Fund, the RTC must evaluate the project based on the criteria set forth in NRS 373.140(2) before it approves the project; and

WHEREAS, pursuant to NRS 373.140(2), if the RTC approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the County must authorize the project; and

WHEREAS, pursuant to NRS 373.140(2), if the County approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work and the performance of other duties related to the acquisition of the project must be specified in written agreement executed by the County and the governing bodies of the City of Reno and the City of Sparks, as appropriate; and

WHEREAS, on January 18, 2019, the RTC approved its FY 2020 Program of Projects for the Regional Street & Highway Program which includes certain projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

WHEREAS, on April 9, 2019, the County approved the FY 2020 Program of Projects, which authorized the projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

WHEREAS, the projects listed in Exhibit A are projects located within the jurisdiction of the City that are proposed to be financed in whole or in part from the Fuel Tax Fund and which require a written agreement pursuant to NRS 373.140(2).

NOW, THEREFORE, in compliance with statutory requirements, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

I. PROJECT AUTHORIZATION

A. The County and the City authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. This authority shall be for all continued work by or on behalf of the RTC as necessary to complete the Project and for any later fiscal year.

B. The RTC may expend money from one or more than one of the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, or any other eligible fund. The total estimated cost to complete each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional money as necessary from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund, or any other eligible fund, as such additional expenditures are reviewed and approved by the RTC pursuant to the RTC's policies and procedures.

C. The County and the City authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their respective jurisdictions as the RTC

deems necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

II. RTC RESPONSIBILITIES AND DUTIES

RTC agrees to perform the followings tasks and the County and the City hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct preliminary negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a "Resolution of Condemnation" finding that particular properties are necessary to the success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, and any other eligible fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the provisions of a contract entered into as a result of this Agreement. All submitted claims

will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

III. COUNTY AND CITY RESPONSIBILITIES AND DUTIES

The County and the City shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

E. Coordinate development and administration of the Project with the RTC.

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This Agreement is effective from and after the date first above written.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BY: _____
EXECUTIVE DIRECTOR

APPROVED AS TO LEGALITY AND FORM

BY: _____
RTC CHIEF COUNSEL

BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

By: _____
CHAIRMAN

ATTEST:

BY: _____
WASHOE COUNTY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
ATTORNEY

CITY COUNCIL OF RENO, NEVADA

By: _____
MAYOR

ATTEST:

BY: _____
RENO CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DEPUTY CITY ATTORNEY

Exhibit A
City of Reno
New Projects

Project Name	**Description**	**RTIP Cost Estimate**
Forest Street Bike Facility	Construct bike facilities along Forest Street between California and Mount Rose	$4.1 Million Design, Construction CY2021
Lemmon Drive	Widen Lemmon Drive 4 to 6 Lanes from US395 to Military and widen Lemmon Drive 2 to 4 lanes from Fleetwood to Chickadee	$15.3 Million Design, Construction CY2023-2024
Sierra Street Improvements	Multi Modal Improvements between California and 9th Street	$4.4 Million Design, Construction CY2021
West 4th Street	Multi Modal Improvements between Keystone and Evans with enhanced sidewalks, bus, and bike lanes and intersection improvements	$8.0 Million Design, Construction CY2022
2020 Preventative Maintenance (2019/2020)*	Patching and slurry seals on regional roads	$7.5 Million Design, Construction
2020 Roadway Reconstruction/Rehab 92019/2020)*	Reconstruction/rehabilitation of failing segments of regional roads	$8.5 Million Design, Construction
TE Spot 9 Intersection Improvements*	Intersection improvements throughout the region	$3.5 Million Design, Construction
Traffic Management Program/ITS/LiDAR*	Improvements to regional facilities using new technology to manage traffic	$1.45 Million Design, Construction
ADA Access Transit/Pedestrian Connectivity*	Improve access to multimodal choices including transit following ADA guidance (sidewalks, ramps, pads)	$2.0 Million Design, Construction

*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.