

**AGREEMENT REGARDING
NOVEMBER 2002 STATE QUESTION 1:
PARKS AND OPEN SPACE BOND ISSUE - TRUCKEE RIVER
ONE TRUCKEE RIVER RESTROOM PROJECT IMPLEMENTATION FUNDING**

This Agreement is entered into this ____ day of _____, 2019, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter, "Washoe County or Grantor") and Truckee Meadows Water Authority, a joint powers authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada, and Washoe County, Nevada, pursuant to NRS Chapter 277 (hereinafter, the "Grantee"), collectively referred to as the "Parties."

WHEREAS, In 2001, The Nevada Legislature (AB 9 of the 17th Special Session) proposed and in November 2002, the voters of Nevada (State Question 1) approved a bond measure which included the allocation of \$10,000,000 for the enhancement of the Truckee River corridor, authorizing the use of funds to acquire and develop land and water rights, provide recreational facilities, provide parking for and access to and along the river, or restore the Truckee River Corridor. Washoe County has designated the Project, as described below, as being eligible for AB9-SQ1 money and has entered into a memorandum of understanding with the State of Nevada Department of Conservation and Natural Resources regarding such use.

WHEREAS, the One Truckee River Corridor Management Plan-One River Initiative Phase I is complete and the parties as part of and in collaboration with the One Truckee River Partnership wish to begin the One Truckee River Restroom Project (the "Project") to address high priority Action Items from the Master Plan including 1.3.c (Ensure adequate public restrooms along the Truckee River. Initiate a pilot study of temporary restroom facilities in priority areas along the river corridor.), and 2.1.e (Enhance Truckee River visitor safety, access, public facilities (bathrooms) and education.)

WHEREAS, the State of Nevada Department of Conservation and Natural Resources approved the Project Application and Work Plan on July 10, 2019 to use \$286,937 of remaining Washoe County AB9-SQ1 funds for the One Truckee River Restroom Project.

WHEREAS, the parties desire to document, by this Agreement, a funding arrangement pursuant to which Washoe County will reimburse Grantee for the Project;

NOW, THEREFORE, be it resolved the parties agree as follows:

1. Project Scope of Work ("the work")

The Project will consist of the purchase and installation of "Portland Loo" style restrooms at priority sites along the Truckee River identified through the One Truckee River Partnership. Phase I of the project includes the pilot restroom installation which is planned to occur at Brodhead Park. Subsequent installations may occur as part of Phase II at any other identified priority site with permission from the managing agency. Installing the "Portland Loo" style restroom is

recommended by the One Truckee River's Housing and Sanitation Working Group, but other styles of restroom may be purchased and installed by Grantee based on site conditions.

2. Exhibits

Attached hereto and incorporated herein are the following Exhibits

Exhibit A –Draft 9-27-19 River Restroom Project – Proposed Phases I through IV

Exhibit B – Approved SQ1 Project Application and Work Plan

3. Term

This Project Funding Agreement shall be effective from _____, 2019, to June 30, 2020, unless sooner terminated by either party as specified in paragraph 8 herein.

4. Purchase and Installation of Restrooms

- a. Grantee is hereby authorized to purchase “Portland Loo” or other approved restrooms for current or future installation as part of Phases I through II of the Project. Grantee is further authorized to perform or have another perform necessary, qualified, and competent consulting, data gathering, design, survey, engineering, permitting, geotechnical, site preparation including installing additional utility lines, construction, and any other related work for restroom installation as part of the Project subject to the terms and conditions herein.
- b. General Project Administration. Grantee shall perform or have performed, without limitation, Project schedules, coordination, notices, meeting space, planning, design, contract preparation, and financial administration, including, obtaining any required permitting, conducting environmental assessments and National Environmental Policy Act (NEPA), Commission on Cultural Affairs (CCA), Nevada Department Environmental Protection (NDEP and EPA), review processes advertising and bid award. Grantee shall follow its own established procurement procedures for all Project purchases and contract awards.
- c. By execution of this Agreement, Grantee covenants with Grantor, through its Community Services Department, to perform the Work pursuant to and in accordance with the terms and conditions of this Agreement, as set forth in Exhibits A and B, and any future developed and approved Scope of Work. Grantee further covenants to perform or covenants to have another perform the Work in compliance with all applicable federal, state, local laws and applicable regulations, including, without limitation, competitive bidding laws, prevailing wage requirements and United States Army Corps of Engineers' ("USACE") Section 104 cost credit requirements. Grantee shall select consultants and award bids to contractors who can perform with the requisite skill, judgment, and experience required by the Work under this Agreement or any future Scope of Work approved by Washoe County.

5. Project Funding

- a. Funding Sources. The total estimated Project costs for Phases I and II are \$254,974 and \$510,504 respectively, as identified in Exhibit A. Grantee has identified cash match of \$150,000 for Phases I and II as outlined in Exhibit A. Grantor has allocated the amount of \$286,937 from the State Question 1 Parks and Open Space Bond funds for Phase I and II elements identified in paragraphs 1 and 2 herein. If the total cost of Phases I and II does not exceed \$286,937, Grantee shall not be reimbursed above the value of actual cost. Grantee is solely responsible to obtain funding for any Project costs that exceed Grantor's total SQ-1 contribution amount of \$286,937.
- b. Grantor shall not be responsible for any increased Project costs caused by Grantee's negligence, including but not limited to, material errors and omissions in all application and permitting processes, plans, specifications and contract documents, material defects in scope of work or plans and specifications matters; material failure to meet the Project's performance or hydrologic/hydraulic standards; change orders not accepted by Washoe County; and contractor claims of any kind or nature.
- c. State Question 1 Policies. Grantee covenants to comply with all policies and procedures adopted by the State for State Question 1 projects and Grantor has provided a complete and current copy of such policies and procedures to Grantee or shall provide online internet access to such policies and procedures. Grantee shall submit Project and budget information on forms, and within specified deadlines, prescribed by Grantor and State. It is Grantee's responsibility to be aware of and adhere to all policies and procedures required by the State. In the event of any inconsistency between this Agreement and the State policies and procedures, the State policy and procedures shall govern.
- d. Obligation of Funding. The State Bond Funds must be spent by the Grantor prior to June 30, 2020. All invoices must be submitted to the Grantor for reimbursement by June 1, 2020. If the State Bond Funds have not been spent by June 30, 2020, all funds will go back to the State of Nevada Department of Conservation and Natural Resources.
- e. Grantee understands and agrees that the Grantor shall only reimburse Grantee for authorized expenses after Grantor reviews and approves invoices submitted by Grantee for compliance with this Agreement, plans and specifications for the Work and any future Scope of Work approved by Grantor. For any up-front costs incurred by Grantee after the execution of the agreement that are directly related to the Project, Grantor shall reimburse Grantee for those authorized costs, charges and expenses, as long as the total amount reimbursed, including such up-front costs, does not exceed the total amount of \$286,937. Grantee shall be solely responsible for any costs, charges, and expenses of the Project that exceed the amount of \$286,937.
- f. Authorized Reimbursements. Funding for the Project will be disbursed by Grantor to Grantee on a reimbursement basis. Reimbursement of Grantee expenses will be paid as

invoices, accompanied by supporting documentation, are received by Grantor. Final invoices are due to Grantor by June 1, 2020. Supporting documentation includes an exact itemization of project expenditures for the period of the invoice, a listing of check numbers, amounts and payees for the period, copies of itemized invoices for all expenditures and copies of properly documented timesheets or labor reports. Grantor shall cause payment to be made within thirty (30) days of receipt of complete, undisputed reimbursement requests.

- g. The State Question One Program prohibits reimbursement of Project funds for the following expenses:
 - a. Secretarial or word processing services (normal, temporary, or overtime);
 - b. Other staff charges, such as filing, proofreading, regardless of when;
 - c. Indirect and administrative overhead costs such as salaries and benefits;
 - d. Photocopy expenses; and
 - e. Computer time.
- h. Notwithstanding those unauthorized reimbursements contained in Section 5(g) above, the State allows reimbursement of Project Funds for the following:
 - a. Local telephone expenses or office supply costs; and
 - b. The cost of first-class travel not to exceed the Government Standard Approved Rate.
- i. Project Funding Match. As required by Assembly Bill 9, eligibility to receive the bond proceeds is contingent upon meeting the required matching contribution of project related expenditures. The Nevada State Department of Conservation and Natural Resources determined that the Grantor has already met the match requirements for the original amount of \$10,000,000 SQ-1 funds received as documented in Exhibit B. The Grantee is not required to provide additional matching funds for the Project.

6. Reporting and Auditing Requirements

- a. Grantee shall be responsible to Washoe County for providing a final Project status report within sixty (60) days after final invoices are submitted or by June 30, 2020, whichever comes first.

The final report shall provide a description of work completed to date, future planned work, and what was accomplished with SQ1 funding. Attached to final report shall be a final accounting and exact itemization of total project revenue and expenditures, with a list of all check numbers, amounts and payees.
- b. All accounting documentation must be maintained by Grantee and is subject to audit by any of Grantor's agents. Grantee must maintain and make available its books, files and records to facilitate any such audit. Grantee must comply with and fully

participate with any federal, state or local audit requirements. Grantor reserves the right to request additional documentation from Grantee regarding revenues or expenditures. Grantor reserves the right to reject all or part of any proffered documentation of recipient's expenditures that does not materially comply with State policies and procedures.

- c. Grantee agrees to maintain all records relevant to its SQ1 One Truckee River Restroom Project for which funds were allocated in accordance with NRS Chapter 239; additionally, Grantee must keep records at least six (6) years from the end of the state fiscal year (July-June) in which the project was completed. If any litigation concerning the project is 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 Grantee must contact the State Department of Conservation and Natural Resources to obtain and verify final disposition instructions. This requirement also applies to the Grantee's contractors and any subcontractors.

7. Termination

- a. In the event Grantee fails to perform any duty or satisfy any term or condition contained in this Agreement, Grantor shall provide Grantee with written notice thereof and Grantee shall thereafter have thirty (30) days or other reasonable time period to cure or diligently commence to cure such failure. If Grantee fails to cure, or fails to diligently pursue curing, any defect in performance to the reasonable satisfaction of Grantor, Grantor may terminate this Agreement with thirty (30) days advance written notice to Grantee.
- b. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for the payments due to Grantee under this Agreement, the County will immediately notify Grantee of such occurrence. In such event, this Agreement shall immediately terminate, without penalty or expense to the County, except for any such funds, which are due and payable to Grantee hereunder, for which services have been rendered on or before the date of said notice from the Grantor. County acknowledges that \$286,937 have been appropriated and are budgeted for this Project for fiscal year 2019-2020.
- c. Grantee may terminate this Funding Agreement prior to commencement of construction upon 30 days written notice to Grantor if (i) final design plans are not approved; or (ii) required permits, agreements, or subcontracts cannot be secured upon terms reasonably satisfactory to Grantee, and in that event, all unexpended funds shall promptly be returned to Grantor.

8. Insurance

- a. Grantee's contracts with any consultants or subcontractors hired for the purposes of designing or constructing any phase or element of the Project mentioned herein

shall require each consultant or subcontractor to provide evidence of insurance for:

- (1) General liability;
- (2) Automobile liability; and
- (3) Professional liability (if the contract involves any design work).

- b. All policies of general liability and automobile liability insurance shall be endorsed to add Grantor and Grantee as additional insureds.

9. General Provisions

- a. Entire Agreement. This Agreement represents the full and complete understanding by all of the parties and changes may be made only with the written approval of the parties.
- b. 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.
- c. Modification. This Agreement may be modified in writing and signed by both parties.
- d. 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.
- e. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.
- f. 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:

Grantor
Washoe County
Attn: Director Community Services Dept.
1001 E. Ninth St.
Reno, NV 89512

Grantee
Truckee Meadows Water Authority
Attn: General Manager
1355 Capital Blvd.
Reno, NV 89502

- g. Choice of law; venue. This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the Nevada State Courts located in Washoe County, Nevada and to the service of process by any means authorized by rules of Court or under the laws of the

State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2019

TRUCKEE MEADOWS WATER AUTHORITY

MARK W. FOREE, GENERAL MANAGER

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

WASHOE COUNTY

DAVID SOLARO, ASSISTANT COUNTY MANAGER

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