

**INTERLOCAL AGREEMENT
(Flood Response Action Plan Funding Agreement)**

THIS AGREEMENT is by and between

County Washoe County, a political subdivision of the state of Nevada
1001 E. Ninth Street; P.O. Box 11130
Reno, Nevada 89520-0027

TRFMA Truckee River Flood Management Authority,
a body corporate and politic and a public agency
9635 Gateway Dr., Suite A
Reno, Nevada 89521
Attn: Executive Director

Article 1 Definitions

¶1.01 **Flood Response Action Plan (FRAP)** means the plan compiled by the Washoe County Regional Partners that serves as the operational document to guide those governmental entities in responding to and recovering from flooding incidents.

¶1.02 **Washoe County Regional Partners** means Washoe County, the City of Reno, the City of Sparks, TRFMA, Reno-Sparks Indian Colony, and the Pyramid Lake Paiute Tribe.

Article 2 Recitals

¶2.01.A The Regional Partners have developed and maintain a Flood Action Response Plan. The FRAP serves as the overarching operational document to guide the regional partners through the response to and recovery from flood incidents.

¶2.01.B Because of recent flooding events it is necessary to update the FRAP, and Washoe County has engaged the services of Ecology and Environment, Inc. to conduct that work.

¶2.01.C TRFMA wishes to contribute to efforts to update the FRAP as one of the Washoe County Regional Partners.

NOW THEREFORE in exchange for the mutual covenants contained herein, and pursuant to the provisions of NRS Chapter 277B, the parties agree as follows:

Article 3 Duties

§3.01 Contribution by TRFMA

TRFMA shall contribute \$25,000 toward the update of the FRAP. Those funds will be made in a single payment to Washoe County within 10 working days of the last signature on this agreement. TRFMA is not in contractual privity with Ecology and Environment, Inc., and has no liability for any breach of the agreement between Washoe County and Ecology and Environment, Inc. TRFMA has no obligation or right to oversee the work of Ecology and Environment, Inc. or assure that its work complies with any requirements of the agreement with Washoe County.

§3.02 Washoe County is Lead Agency

Washoe County shall be the lead agency for the completion of the FRAP and shall function as the administrator for the FRAP per NRS 277.120(2)(b). Washoe County shall be the sole contracting party with Ecology and Environment, Inc., and shall be responsible to oversee its work.

Article 4 Obligations; Relationship of Parties; Indemnifications.

§4.01 Books, records, inspection and audit; access.

¶4.01.A Washoe County agrees to keep adequate and accurate books and records as to aspects of its performance under this Agreement and the administration of the agreement between Washoe County and Ecology and Environment, Inc.

¶4.01.B Washoe County will provide TRFMA with such records and documents as may be needed by TRFMA to verify that the contributed funds are used for the purposes agreed upon in this agreement.

§4.02 Status of Parties, Officials and Employees.

¶4.02.A Nothing in this Agreement creates or implies a partnership, joint venture or similar association. The parties are independent of one another, and neither is an agent of or obligated to the other except as specifically provided herein.

¶4.02.B No official or employee of any party to this Agreement shall be personally liable to any other party or any successor in interest, in the event of any default or breach by the party or for any amount which may become due to any other party or its successor, or as a result of any representation (except any representation regarding the authority to execute this Agreement), warranty or obligation under the terms of this Agreement.

§4.03 Indemnifications.

To the fullest extent allowed by law, and without waiving any immunities (except as provided under the law of Nevada, including NRS 41.0305 through NRS 41.039, as amended from time to time) that may be available, each party (the “Indemnifying Party”) shall indemnify, hold harmless and defend the other party (the “Indemnified Party”) from and against all claims or liability to the extent caused by an act, error or omission of the Indemnifying Party or a Related Party arising out of the administration of this Agreement.

Article 5 Timing; performance; breach and remedies.

§5.01 Time schedule and Termination.

This Agreement expires on February 28, 2019, unless sooner terminated or discharged, or unless extended by written agreement of the parties. Either party may terminate this agreement upon 30 days written notice. Any funds not spent or committed at the time of notice of termination shall be returned to TRFMA.

§5.03 Default and Remedies.

¶5.03.A Default. A default occurs when (i) a party repudiates, breaches or fails to perform any material obligation, term or provision in this Agreement including a failure to perform any requirement in accordance with any schedule attached hereto; (ii) a party who is responsible to cause a material event to occur fails to have such event occur by the time required; (iii) any representation of a material fact expressed herein was false at the time it was made, or, if a continuing representation, becomes false as a result of a subsequent event or occurrence; (iv) any event occurs that is otherwise described in this Agreement as a breach or default.

¶5.03.B Notice and Right to Cure. Unless otherwise specified in this Agreement, and unless prohibited by law, in the event of the default, the non-defaulting party shall provide written notice of such default and the specific action required to cure such default and the defaulting party shall have thirty (30) days from the date that the notice is deemed given to cure the default; provided however, that in the event such default is not capable of being cured within said time period but is capable of being cured, the defaulting party has substantially commenced to cure said default and diligently pursues cure, the defaulting party shall be granted an additional period not to exceed sixty (60) days to so cure said default

¶5.03.C Remedies

1. In general. If the event of a material default is suffered or caused by any party and not cured within the period of time specified, the non-defaulting party may, subject to any specific provision regarding remedies herein, (i) suspend any counter-performance due hereunder until the default is cured; (ii) terminate this Agreement; (iii)

pursue any other remedy specifically provided in this Agreement, and/or (iv) bring an action for damages or equitable relief.

2. Remedies cumulative. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

¶5.03.D Waivers Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future.

Article 6 General Provisions.

§6.01 Assignment; Delegation; Binding Effect

¶6.01.A Accept as provided elsewhere in this Article, neither TRFMA or Washoe County shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, which consent may be withheld for any reason, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

¶6.01.B This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

§6.02 Applicable Law

This Agreement shall be construed under and governed by the laws of the State of Nevada, and any action to enforce it shall be brought in the Second Judicial District Court for the State of Nevada

//////////Nothing follows on this page//////////

Truckee River Flood Management Authority,

By _____
Jay Aldean, Executive Director

Date _____

Washoe County

By _____
Marsha Berkbigler, Chair of the
Board of County Commissioners

Date _____