

INTERLOCAL AGREEMENT

1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between the City of Reno ("Reno"), a municipal corporation and Washoe County ("County"), a political subdivision of the State of Nevada, collectively the "Parties". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency entering into the contract is authorized to perform.

2.3 Reno is entering into an agreement with Dig Studio, Inc. for river corridor planning services for the Truckee River Plan (the "Project") in the amount of \$329,606.00.

2.4 County has agreed to reimburse Reno the amount of \$100,000.00 for the Project.

3) RIGHTS & DUTIES

3.1 Reno

3.1.1 Reno has contracted with Dig Studio, Inc., who will perform the service for the Project and submit invoices to Reno, on a monthly basis for the Project. Reno will review and verify the invoices. Reno will submit an invoice for reimbursement to County at the conclusion of the Project for the sum of \$100,000.00.

3.1.2 Reno will, through its designated representative, provide to County any information requested relating to the invoice submitted for payment.

3.1.3 Reno will set up a separate account for the Project, if not already existing, so that check numbers along with copies of cancelled checks for all expenditures can be

submitted, as well as an exact itemization of Project expenditures, and copies of itemized invoices.

3.2 County

3.2.1 Upon the submission of the invoice for payment, pursuant to Paragraph 3.1.1 above, the County representative shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following approval.

3.2.2 The total amount of the invoice to be paid pursuant to this Agreement by the County is the sum of \$100,000.00.

4) INDEMNIFICATION

4.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 The Parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees.

5) MISCELLANEOUS PROVISIONS

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all

prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event a party fails to appropriate or budget funds for the purposes as specified in this Agreement, Reno hereby consents to the termination of this Agreement. In such event, the party shall notify Reno in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party (by personal delivery to an officer or authorized representative of a corporate Party) or, if mailed, three (3) business days after

deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To Reno: Kerrie Koski, P.E., Public Works Director
City of Reno
1 East First Street, 8th Floor
Reno, Nevada 89501

To County: Gabrielle Enfield, MPA, CGMS, GPC
Community Reinvestment Manager
Office of the County Manager
1001 E. 9th Street
Reno, NV 89512

5.9 This Agreement is effective upon the date the last signing Party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WASHOE COUNTY

CITY OF RENO

Dated this ____ day of _____, 2023

Dated this ____ day of _____, 2023

By _____
Alexis Hill, Chair
Board of County Commissioners

By _____
Hillary L. Schieve, Mayor

ATTEST:

ATTEST:

Washoe County Clerk

Mikki Huntsman, Reno City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

District Attorney

Deputy City Attorney