

## **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 PROS Consulting, Inc., for the development of a Service Plan to investigate the formation of a park and recreation special district (the "Project") in the amount of \$223,550.00. The description of the work is set forth in Exhibit A.

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 PROS Consulting, Inc., who will perform the service for the Project and submit invoices to Reno, on a monthly basis for the work described in Exhibit A. Reno will review and verify the invoices. Reno will then submit invoices for reimbursement to County on a monthly basis.

3.1.2 Reno will, through its designated representative, provide to County any information requested relating to any 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 an 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 his approval.

3.2.2 The total amount of invoices 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: Nathan Ullyot, Director of Parks and Recreation of  
Reno  
1 East First Street,  
Reno, Nevada 89501

To County: Eric Crump, Director of Community Services Dept.  
1001 E. 9<sup>th</sup> 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 \_\_\_\_\_, 2025

Dated this \_\_\_\_day of \_\_\_\_\_, 2025

By \_\_\_\_\_  
, 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

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**PHASE ONE – DATA GATHERING & PROJECT MANAGEMENT**

PROS Consulting will submit a data request to review prior to getting started to create a situational analysis piece before moving forward to Phase Two. Items may include the following:

- A. Kick-off Meeting, Site Tour & Project Management.
- B. Data Review of the following:
  - a. Citizens Survey's completed in the last five years by any of the agencies involved in the study.
  - b. Past Master Plans completed and approved by agencies in the last ten years.
  - c. Needs Assessment completed by agencies involved in the last ten years.
  - d. Review of agency's strategic plans, business plans & maintenance management plans completed in the last ten years.
  - e. Operational budgets from agencies involved in the last five years.
  - f. Review of agency's organizational structures, staffing charts, employee classifications, compensation and allocations, and use of contract employees.
  - g. The level of service of that agency involved as it applies to land, park amenities, facilities, trails that they provide their communities now.
  - h. Review of agreements related to joint use of parks & facilities, regulatory agency permits & preserves, lease agreements etc.
- C. Conduct a SWOT Analysis of the cities and county park systems to identify existing strengths and weaknesses of three systems and future opportunities and challenges. the Park District system strengths and weaknesses including
- D. Initial memorandum of approval from each agency for expressing support of establishing a special district and the scope of service of the District to serve their respective communities.

**PHASE TWO – SITUATIONAL ANALYSIS**

PROS Consulting will complete a situational analysis for the agencies involved. Items include the following:

- A. Demographic and trends for each of the potential agencies involved into one overall all district population. As well as demographics and trends for jurisdictions surrounding the potential agencies involved, including park and recreation systems of these surrounding jurisdictions.
  - a. BLM surrounding the agencies that are interested in the area.
- B. Meet with agencies (including elected officials) who have a real interest in being a part of the district and what elements they want to keep and what elements they would like to include in the district from their system. These meetings will include up to forty (40) one-on-one meetings. Write a vision report from the results of those meetings into a potential district implementation plan.
- C. We will develop a level of service and mapping program of the agencies who want to be involved and what elements potentially could be included in the district as a baseline. This would include the land they want included and facilities, trails, programs, staffing, equipment, financial resources available by participating agencies.
- D. Evaluate existing funding options used by existing agencies that could be extended into the new district and all other funding options available to the district such as CFD's, Lighting and Landscape Districts, and other special assessments and private

partnerships, park foundations, conservancy, TOT taxes, sales taxes and other funding sources that are available in Nevada. Describe how the funding would work and the benefit to taxpayers in the newly formed district by using identified funding sources and total impact in order of magnitude.

- E. Determine if there have been bond issues and/or tax initiatives such as maintenance districts approved for parks in the agencies involved over the last 20 years, and what those bonds and or tax initiatives can be used for, what they funded and what future obligations there are.
- F. Evaluate the existing organizational charts from the agencies involved that would include staffing levels, classifications of employees, salaries and salary ranges of each position, and use of contract services so a new functional organizational chart could be presented on what the organization could look like for the future. This would include who is responsible for managing the district based on the potential size of land involved and the level of amenities and programs involved that would be the responsibility of the newly formed district.
- G. Convert this information into a framework for a Service Plan that is consistent with State of Nevada requirements and/or similar to what California requires to establish a special district for recreation and parks.
- H. Propose the structure & makeup of a governance board for the district based on the powers available in Nevada.
- I. Seek memorandum of understanding to establish the Truckee Meadows Park District from the City of Reno, City of Sparks and Washoe County and identify the framework and component parts and functional scopes of the service plan to be included for each jurisdiction.
- J. Develop a statistical valid survey of district residents of unmet needs and priorities the district should address in the next 10 years.
- K. OPTIONAL: Review each of the pieces that could be included in the district with a lifecycle assessment of those amenities to determine the level of quality of each park and amenities that would be included in the district.

### **PHASE THREE – ACTION PLAN DEVELOPMENT**

PROS Consulting will complete an action plan for the agencies involved. Items include the following:

- A. Build a system master plan for land, facilities, programs, operations, staffing, funding, and organizational design to move the district forward. Work with the District governing body to authorize and hire key staff positions for implementation of the Park District and work with staff and board to prioritize the implementation process.
- B. Identify level of service through park and planning maps and areas that are served adequately by parks, trails, facilities, programs, natural areas, and those that are not served adequately.
- C. Build a planning document of what the needs of each park and what the needs of the park are for the future that incorporates responses from the statistically valid survey and what elements need to be updated as well as what type of parks and amenities are missing that need to be added to keep a fair and equitable access to and provision of amenities and services across the system. Items Include:
  - a. Prioritize needs and capital costs to meet the community expectations.
  - b. Identify partners who can support the district.

- c. Create operational framework and policy document on how to manage the district forward for the future.
- d. Develop a 10-year action plan to implement the plan.
- D. Present to the community and District Board and staff for approval.
- E. District Boards move forward with implementation process guided by the planning document.

## **PHASE FOUR - SERVICE PLAN NEVADA REVISED STATUTE (NRS) SECTION**

### **318A.090**

The communities of Reno, Sparks and Washoe County desire to engage PROS to evaluate the potential of forming a parks district to serve the jurisdictions. As part of this work PROS reached out to Baker Tilly to provide sub-consultant assistance in developing a service plan for the hypothetical parks district as required under Nevada State law. The service plan as outlined in the relevant statutes must document how the services to be provided by the parks district will be delivered and financed and what role the underlying local government agencies will have in providing the services.

Baker Tilly has expertise and experience with this type of local governmental organizational analysis and will work with PROS to complete the required service plan. This will facilitate Reno, Sparks and Washoe County being able to create a parks district should they choose to do so. which provides for the following:

Specifically, Baker Tilly will complete the service plan as specified in NRS section 318A.090 for any new parks trails and open space districts. The service plan must include the following elements:

1. Consist of a financial survey and, if applicable, a preliminary engineering or architectural survey showing how the proposed services are to be provided and financed.
2. Include a map of the boundaries of the proposed district and an estimate of the population and assessed valuation of the proposed district.
3. Provide three Service Plan options based on data collected, funding options and community and civic leader support that includes options for River Specific, Reno Specific and Regional.
4. Describe the facilities, improvements or projects to be constructed, the standards of such construction, the services to be provided by the district, an estimate of costs, including, without limitation, the cost of acquiring land, engineering services, legal services, proposed indebtedness, including, without limitation, proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued and their type or character, annual operation and maintenance expenses and other major expenses related to the formation and operation of the district.
5. Outline the details of any arrangement or proposed agreement with any county or city for the performance of any services between the proposed district and such county or city. The form of any such contract to be used, if available, must be attached to the service plan.

We will work with representatives of the involved local governments and PROS to gather the necessary information and / or make informed estimates from other information sources regarding operational and maintenance costs for parks improvements and facilities.

Once all elements of the service plan have been completed, we will provide a final report to PROS for inclusion in an appropriate deliverable to the local governments. Baker Tilly will also prepare

appropriate materials for presentation to the city councils / board of commissioners and participate in the presentations to the elected officials.



	Task	Budget
<b>Phase One - Data Gathering</b>		
	Kick Off Meeting, Site Tour & Project Management	\$ 16,000.00
	SWOT Analysis	\$ 8,000.00
	Data Review & Analysis	\$ 8,000.00
	Memorandum of Approval	\$ 9,600.00
<b>Phase Two - Situational Analysis &amp; Development of Draft Service Plan</b>		
	Demographic & Recreation Trends Analysis	\$ 10,150.00
	Stakeholder Interviews with Elected Officials	\$ 12,000.00
	Level of Service & GIS Analysis	\$ 14,900.00
	Funding & Finance Analysis & Plans	\$ 6,400.00
	Review of Bond History	\$ 4,800.00
	Staffing & Functional Organizational Review	\$ 8,000.00
	Service Plan Elements	\$ 6,400.00
	District Governance Board Proposal	\$ 6,400.00
	Statistically-Valid Survey (600 Surveys)*	\$ 23,200.00
	*Optional: Lifecycle Review of Fixed Assets	\$ -
<b>Phase Three - Action Plan Development</b>		
	Implementation Plan	\$ 11,050.00
	Finalize Level of Service & Operational Plan	\$ 9,100.00
	Planning Document Development	\$ 15,400.00
	Presentations - Community & Elected Officials	\$ 8,000.00
	Final Report Development	\$ 9,000.00
<b>Phase Four - Nevada Revised Statute Service Plan</b>		
	Nevada Revised Statute Service Plan	\$ 30,900.00
	<b>Total Fee:</b>	<b>\$ 217,300.00</b>
	<b>Total Expenses (4 Trips)</b>	<b>\$ 6,250.00</b>
	<b>TOTAL PROJECT AMOUNT:</b>	<b>\$ 223,550.00</b>

**\* OPTIONAL ITEMS****Option 1: 600 surveys total - \$20,000**

300 from Reno residents  
 150 from Sparks residents  
 150 from unincorporated Washoe County

**Option 2: 800 surveys total - \$25,000**

400 from Reno residents  
 200 from Sparks residents  
 200 from unincorporated Washoe County

**Option 3: 1,000 surveys total - \$30,000**

500 from Reno residents  
 250 from Sparks residents  
 250 from unincorporated Washoe County

**\*Optional: Lifecycle Review of Fixed Assets - \$120,000**