

Regional Flood Response Action Plan (FRAP) Donation

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 County has engaged the services of Ecology and Environment, Inc. to update the Flood Response Action Plan ("FRAP").

2.4 As a Regional Partner, Reno wishes to contribute the sum of \$10,000.00 for the updating of FRAP.

3) RIGHTS & DUTIES

3.1 County

3.1.1 County has contracted with Ecology and Environment, Inc., who will update the FRAP.

3.1.2 County will, through its designated representative, provide to Reno the invoice for payment.

3.2 Reno

3.2.1 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, Reno will process the invoice for payment within 10 working days.

3.2.2 The total amount paid pursuant to this Agreement by Reno is the sum of \$10,000.00.

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, the Parties hereby consent to the termination of this Agreement. In such event, such party shall notify the other party 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: John Flansberg, P.E., Director of Public Works
City of Reno
1 East First Street, 7th Floor
Reno, Nevada 89501

To County: Aaron R. Kenneston, CEM
Washoe County Emergency Management
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 _____, 2018

Dated this ____ day of _____, 2018

By _____
John Slaughter, City Manager

By _____
Sabra Newby, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

District Attorney

Deputy City Attorney