

**AGREEMENT WITH THE COUNTY OF WASHOE
AND THE CITY OF RENO
SWAN LAKE LAND APPLICATION
AMERICAN FLAT ROAD SITE**

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2019, by and between the County of Washoe (“County”), a political subdivision of the State of Nevada, and the City of Reno, a municipal corporation (“City”).

W I T N E S S E T H:

WHEREAS, 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.

WHEREAS, the County and City are concerned on behalf of county and city residents about stormwater and flood impacts to closed hydrobasins located in the North Valleys area (hereafter referred to as “Closed Basins”); and

WHEREAS, the City of Reno desires to implement a temporary project anticipated to span two to three years that will allow for the conveyance and application of stormwater and treated effluent from Swan Lake to the surface of the ground on two County owned parcels (hereafter referred to as the “Temporary Project”); and

WHEREAS, County owns two parcels, APN 079-332-36 and APN 079-332-37, (the “Site”), that are situated in the area and are available for the purposes of the Temporary Project; and

WHEREAS, The City commits to securing the necessary and required permits and easements from the State of Nevada, Washoe County, City of Reno, Reno Tahoe Airport Authority, and any other permit and approval as necessary; and

WHEREAS, County grants access and the use of the Site for the Temporary Project, which includes, but is not limited to, installation of irrigation/land application equipment such as spray heads, conveyance piping, pumps and controls, and surface water run-off prevention elements; and

WHEREAS, The City commits to performing additional testing and monitoring as required to assure stakeholders including, but not limited to, Washoe County, the State of Nevada, regional water purveyors, and area residents, of the approach to identify and mitigate any impacts from the surface application of stormwater and/or treated effluent.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and City agree as follows:

1. CITY RIGHTS AND OBLIGATIONS.

1.1 City will be responsible for the design, installation, operation, and maintenance of all necessary infrastructure and appurtenances for the Temporary Project including but not limited to temporary conveyance piping, valves, pumps and controls, and equipment to convey water from Swan Lake to the two County owned parcels.

1.2 City will obtain any required permits, easements or rights of entry as required.

1.3 City will properly remove all equipment and appurtenances associated with the Temporary Project and return the Site to pre-project conditions, in the future, as may be required.

1.4 City will be responsible to acquire and maintain all required permits necessary to divert water from Swan Lake to the Site.

2. COUNTY RIGHTS AND OBLIGATIONS

2.1 County grants to the City access to and a temporary license to use portions of the Site for the Temporary Project for the duration of the project, including any additional extensions.

2.2 County agrees to provide information, data and cooperation to City to assist with City's duty to obtain permits required for the Temporary Project.

2.3 County will perform quarterly arsenic and nitrate sampling from area monitoring wells and will continue to perform sampling and testing of water from Swan Lake and provide copies of results to City.

3. MISCELLANEOUS

3.1 Each party will cooperate with the other party to this agreement and their agents in carrying out their respective responsibilities under this agreement.

3.2 That all communications/notices required pursuant to the Agreement shall be given in person or by registered or certified mail, postage prepaid, to the other parties, as follows:

CITY: For personal delivery:
John Flansberg, Director of Public Works
City of Reno
1 East First Street, 7th Floor
Reno, NV 89501
For mailing:
PO Box 1900
Reno, NV 89505

COUNTY: David Solaro, Interim County Manager
1001 E. 9th Street
Reno, NV 89512

3.3 The designated representative may be changed by written notice as provided herein. Notice by mail shall be deemed to have been received three (3) days after mailing.

3.4 Subject to the limitation of chapter 41 of Nevada Revised Statutes, each party agrees to indemnify, defend and to hold the other parties harmless from and against any liability, including but not limited to, property damage, personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.

3.5 The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

3.6 The invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

3.7 This Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

3.8 This Agreement shall not be construed to provide any person or entity not a party to this Agreement with any benefits or cause of action arising from the performance of this Agreement.

3.9 Notwithstanding the provisions of Section 2.1, above, this Agreement may be terminated by either party upon 6 months prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

CITY OF RENO

ATTEST:

By: _____
Hillary L. Schieve, Mayor

Ashley D. Turney, Reno City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

COUNTY OF WASHOE

ATTEST:

By: _____
Vaughn Hartung, Chair
Washoe County Commission

Nancy Parent, Washoe County Clerk

APPROVED AS TO FORM:

Paul Lipparelli, Assistant District Attorney