

**INTERLOCAL AGREEMENT BETWEEN THE TRUCKEE MEADOWS WATER
AUTHORITY AND THE CITY OF RENO**

This Interlocal Agreement dated _____, 2023 (Effective Date) is between the Truckee Meadows Water Authority, a joint powers authority under the laws of the State of Nevada (TMWA) and the City of Reno, a municipal corporation (City).

RECITALS

- A. 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.
- B. The City and TMWA seek to promote public health and safety and improve water quality in the Truckee River by providing a sanitary restroom facility on the City's City Plaza Park property for use by the public. The purpose is to provide the public with a sanitary restroom to reduce the amount of human waste created near the Park and along the Truckee River and thereby improve public health and safety in the area around the Park and water quality in the Truckee River.
- C. The use of a portion of the Park for a restroom facility is an acceptable park use and related to the public purpose for which the Park was established. The Parties desire TMWA to install a Portland Loo restroom, which has been used successfully in other urban areas, or another restroom facility of a similar nature and functionality. The Portland Loo was developed by Madden Fabrication with City of Portland, Oregon staff and officials and is specifically designed to prevent the type of problems encountered with other public restrooms such as cleanliness, crime, and upkeep.

AGREEMENT

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

1. Grant of Access and Use Rights. The City hereby grants TMWA, its successors, assigns, agents, and licensees, a revocable license to access and use a portion of the City Plaza Park property, as more particularly described in Exhibit A (Site Layout), to construct, install, operate, and maintain, a restroom and related facilities (Restroom Facilities) for use by the public. TMWA may install within the License Area minimally intrusive signs and symbols to identify the Restroom Facilities, however, TMWA must consult with the City regarding the design and location of such signs before they are installed. TMWA shall be solely responsible for the design, construction, and installation of the Restroom Facilities. City shall have no responsibility for the operation and maintenance of the Restroom Facilities, it being the intention that TMWA or third parties (such third party(ies) referred to as "O&M Party") be responsible for operation and maintenance of the Restroom Facilities as such duties may be delegated by TMWA from time to time. The City reserves the right to remove or exclude from the License Area any persons who

are engaged in illegal activities, including, but not limited to, violation of the City's park rules and regulations as set forth in Reno Municipal Code Ch. 8.23. The City reserves the right to close City Plaza Park and prohibit access to the License Area to protect the public health, safety, and welfare or for any other purpose within its sole discretion.

2. Cooperation. TMWA and the City shall cooperate with each other and the O&M Party as applicable regarding the operation and maintenance of the Restroom Facility to maximize the benefits to the public and the Truckee River including public outreach and working with various stakeholders to ensure that the Restroom Facility is a success and achieves the objectives described in the Recitals.

3. City Disclaimers and Liability Limitations. City disclaims any obligation or no duty of care: i) to keep the License Area safe for entry or use by others for any purpose; ii) to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering the License Area; iii) for defects in the location, design, construction, installation, maintenance or repair of the Restroom Facilities; iv) for any unsafe conditions within the License Area or for failure to inspect for or warn against possibly unsafe conditions; and v) to close the Restroom Facilities when unsafe conditions may be present. The City does not assume responsibility for or incur liability for any injury to person or property caused by any act of such person to whom permission has been granted except to the extent provided by applicable law. Use of the License Area is at the risk of the user. Nothing in this Agreement limits, reduces, or otherwise impairs the right and ability of the City or TMWA to avail itself of the protections offered by any applicable law affording immunity or limited liability to the City or TMWA.

4. No Dedication for Public Use. The Parties covenant and agree that nothing herein is intended to be nor shall be construed to be a dedication or offer of dedication of land to public use, and that all rights granted herein and use of the License Area is expressly authorized by permission of the City.

5. Liability Limitation. TMWA and City specifically reserve the right to assert and do not waive any liability limitations and immunities conferred by NRS Chapter 41 with respect to any claims, damages, liabilities or actions asserted by any person in connection with the rights and obligations set forth in this Agreement.

6. Indemnification. To the fullest extent permitted by law, TMWA shall defend, indemnify and hold harmless the City and its officers, employees and agents (collectively "Indemnitee") from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of TMWA or the employees or agents of TMWA in the performance of this Agreement.

7. Insurance. Prior to the use of the License Area, and at all times thereafter during the term of this Agreement, TMWA shall, at TMWA's expense, maintain a commercial general liability insurance policy as provided in this Section to cover the use of the Restroom Facilities on the License Area. The commercial general liability insurance policy shall have a limit of liability of not less than \$2,000,000 each occurrence. The liability insurance policy shall be primary with any insurance or self-insurance which may be carried by the City and shall name the City as an

additional insured. To the extent TMWA is self-insured, TMWA may satisfy the foregoing insurance obligations through such self-insurance, and TMWA agrees that all the foregoing insurance requirements apply to and will be covered by TMWA's self-insurance program.

8. Compliance with Laws. All work by or on behalf of TMWA within the License Area shall be conducted in compliance with all applicable Federal, state and local laws, rules, regulations, and ordinances, including but not limited to all rules, regulations and procedures of the applicable utility and local government with jurisdiction over such work. The City shall not be responsible for obtaining any permits and approvals required to install and maintain the Restroom Facilities, but must cooperate with TMWA to obtain any approvals required to be issued by the City or which require the City's acceptance or action.

9. Default. If City staff determine that the Restroom Facility is, or is becoming, a detriment to the public health, safety, and welfare, then City staff must use reasonable efforts to work in good faith with TMWA staff to reach a mutually agreeable solution. If any Party defaults on their obligations under this Agreement, then the other Party shall send written notice of such default, which notice must clearly describe the default and the steps to take to cure it. If the defaulting Party (i) fails to cure the default within 30 days of receiving the notice of default or (ii), for defaults that cannot reasonably be cured within 30 days, fails to take all necessary steps to cure the default within 30 days of receiving notice and diligently work to cure the default within a reasonable time period, then the non-defaulting Party may, at its option, terminate this Agreement by providing 60 days prior written notice.

10. Termination; Restroom Removal. The City, by action through the Reno City Manager, may terminate this Agreement at any time so long as it provides TMWA with 90 days advance notice of such termination and provides TMWA a reasonable time period to remove the Restroom Facilities. TMWA must restore the License Area, as near as reasonably possible, to the condition it was in before the Restroom Facilities were installed.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:	City of Reno Attn: City Manager 1 East First Street, 15 th Floor Reno, Nevada 89501
With a copy to:	Lori Miles, SR/WA 1 East First Street, 12 th Floor Reno, Nevada 89501
To Grantee:	Truckee Meadows Water Authority Attn: General Manager 1355 Corporate Blvd. Reno, Nevada 89502

With a copy to: Daniel Nubel, Esq.
Truckee Meadows Water Authority
1355 Capital Blvd. Reno, Nevada, 89502
dnubel@tmwa.com

or such other address specified in written notice to the other party. Notice, if mailed, shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which the notice is mailed.

12. Severability; Modification; No Third-Party Beneficiaries. If any term, provision, covenant, condition, or restriction of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. This Agreement constitutes the entire contract between the Parties and shall not be modified unless in writing and signed by the parties. 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.

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

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

Mikki Huntsman, Reno City Clerk

APPROVED AS TO FORM:

Ryan McElhinney, Deputy City Attorney II

TRUCKEE MEADOWS WATER AUTHORITY

APPROVED AS TO FORM:

John Zimmerman, General Manager

Daniel Nubel

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me this _____ day of _____, 2023, by John Zimmerman, General Manager of the TRUCKEE MEADOWS WATER AUTHORITY, on behalf of said Joint Powers Authority therein named.

Notary Public