

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of _____, 2023, by and between the City of Reno, Nevada (“CITY”) and the Regional Transportation Commission of Washoe County (“RTC”).

W I T N E S S E T H:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, CITY and RTC have constructed or intend to construct micro-mode specific infrastructure including protected bicycle lanes, multi-use paths, and raised cycle tracks; and

WHEREAS, CITY provides equipment and staffing for the operations and maintenance of the City of Reno infrastructure; and

WHEREAS, CITY desires to procure and purchase specialized multi-use path maintenance equipment (the “Equipment”); and

WHEREAS, RTC identified funding for a one-time purchase of the Equipment in the RTC Regional Transportation Improvement Program (“RTIP”); and

WHEREAS, RTC will reimburse CITY for ninety-five percent (95%) of actual costs of the Equipment, in an amount not-to-exceed \$190,000; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

CITY AGREES:

1. To procure and purchase the Equipment in accordance with the Nevada Revised Statutes and City of Reno Municipal Code.

2. To engage in a competitive procurement process in order to obtain the Equipment at the lowest reasonable price, and to provide all interested vendors with the opportunity to offer their products to the CITY.

3. To invoice RTC within 60 days of delivery of the Equipment, in an amount not-to-exceed ninety-five percent (95%) of the actual costs of the Equipment or \$190,000, whichever is less. City shall submit the invoice to accountspayable@rtcwashoe.com.

RTC AGREES:

1. To reimburse CITY for ninety-five percent (95%) of the actual costs of the Equipment in an amount not-to-exceed \$190,000.
2. To remit payment within forty-five (45) calendar days following receipt of an invoice from CITY.

IT IS MUTUALLY AGREED:

1. That each party will cooperate with the other party and their employees and agents in carrying out their respective responsibilities under this agreement.
2. That each party will assist the other party in communicating with the public regarding the provisions of this agreement.
3. That all communications/notices required pursuant to the Agreement shall be given as hereinafter provided, unless written notice of a new designee is sent certified or registered mail, to the other party, as follows:

RTC: Dale Keller
Director of Engineering
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, Nevada 89502
(775) 335-1827

CITY: Kerrie Koski
Director of Public Works/City Engineer
City of Reno
1 East First Street
Reno, NV 89501
Phone: (775) 334-3304

4. Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees and agents arising out of the performance of this Agreement.
5. That the laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
6. That the legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

7. That this Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

8. That it is not intended, and 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 or to obligate the parties to this Agreement to any entity or person not a party to 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.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Bill Thomas, AICP, Executive Director

CITY COUNCIL OF RENO, NEVADA

By: _____
Hillary L. Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
Deputy City Attorney