

**C O P Y**

**INTERLOCAL COOPERATIVE AGREEMENT**

This Agreement is made and executed this \_\_\_ day of \_\_\_\_\_, 2011, by and between the Board of Commissioners of Washoe County, Nevada, hereinafter referred to as "County", the City Council of Reno, Nevada, hereinafter referred to as "Reno", the City Council of Sparks, Nevada, hereinafter referred to as "Sparks", and the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC".

**WITNESSETH:**

**WHEREAS**, on October 21, 2011, the RTC approved the FY 2012/2013 Fuel Tax and Sales Tax Street and Highway Program of Projects and an amendment to the FY 2012/2013 Program of Projects for Regional Road Impact Fee (RRIF), which included the following work and which are hereinafter referred to as "Projects":

**CALENDAR YEAR 2012 PAVEMENT PRESERVATION  
FUEL AND SALES TAX PROJECTS**

*The scope of work for the following projects includes pavement reconstruction and improvements to existing roadway/sidewalk elements unless otherwise indicated.*

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>
2012 Corrective Maintenance Project	Various Regional Roads
2012 Preventive Maintenance	Various Regional Roads
Bridge St	Front to 3 <sup>rd</sup> St
Caughlin Pkwy	Longknife to McCarran
Greenbrae Dr	El Rancho to Rock
Mayberry Dr	Truckee River to Canyon
Merchant St	Sullivan to Clinic
Neil Rd, Gentry Wy, and Terminal Wy	Airway to Plumb
Snider Wy	Stanford to Steneri
S Stanford Wy	Greg St to McCarran
W Huffaker	Del Monte to Spring Leaf

**CALENDAR YEAR 2012 CORRIDOR IMPROVEMENT  
FUEL TAX PROJECTS**

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>
Nichols Blvd Bicycle and Pedestrian Improvements	E Victorian to Howard
Prater Wy Enhancements	View to 22 <sup>nd</sup> St
Sutro/Kirman Complete Street	Mill to N McCarran
Plan Line, Alignment, Other Technical Studies	Various Locations

**CALENDAR YEAR 2013 PAVEMENT PRESERVATION  
FUEL AND SALES TAX PROJECTS**

*The scope of work for the following projects includes pavement reconstruction and improvements to existing roadway/sidewalk elements unless otherwise indicated.*

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>
2013 Corrective Maintenance Project	Various Regional Roads
2013 Preventive Maintenance	Various Regional Roads
Avenida de Landa	Beaumont to 865 ft. north of Valley Wood
Delucchi Ln	S Virginia to Tyrone
5 <sup>th</sup> St	Ralston to West and Center to Record
Lakeside Dr	Brinkby to Mt Rose
Liberty St	Center to Holcomb
Redrock Rd	Adobe to Argosy
Ryland St	Kirman to Mill

**CALENDAR YEAR 2013 CORRIDOR IMPROVEMENT  
FUEL TAX PROJECTS**

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>
2013 ADA Pedestrian Transition Improvement Plan	Various Regional Roads
Plumb Ln Alternatives Analysis	McCarran to Ferris
Plan Line, Alignment, Other Technical Studies	Various Locations

**REGIONAL ROAD IMPACT FEE PROJECTS**

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>
<b><u>All Benefit Districts:</u></b>	
Bicycle/Pedestrian Improvement 3 CY2012	Area wide
Bicycle/Pedestrian Improvement 4 CY2013	Area wide
Capacity Studies	Area wide
Traffic Management 1 CY 2011	Area wide
Traffic Management 2 CY2012	Area wide
UNR Transportation Research	Area wide
<b><u>Northwest Benefit District:</u></b>	
Intersection Improvement	N McCarran at N Virginia
<b><u>South Benefit District:</u></b>	
SouthEast Connector	Right of Way and Phase I

The foregoing Projects will require pavement maintenance, rehabilitation, reconstruction, new construction or engineering and environmental analysis and may require eminent domain proceedings; and

**WHEREAS**, pursuant to the requirements of NRS 373.140, NRS 377A.080 and the Regional Road Impact Fee (RRIF) Program, the County, Reno, Sparks, and RTC desire by this Agreement to authorize the Project(s) and to set forth each entity's respective responsibilities with respect to same.

**NOW, THEREFORE**, pursuant to the provisions of NRS 373.140, NRS 377A.080, NRS 278B, and the Regional Road Impact Fee (RRIF) Ordinances/Manuals, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

**RTC AGREES**

1. To provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants.

1           2.     To obtain appraisal reports for any property being considered as necessary for the  
2 implementation of the Project(s) and, if prudent, future expansions of the Project(s) identified  
3 within the Regional Transportation Plan and, if the property is determined to be necessary for the  
4 subject Project, conduct preliminary negotiations with the owners in an effort to arrive at a  
5 mutually agreeable purchase price.

6           3.     To offer not less than the appraisal value for the property and property rights  
7 deemed necessary for the "Project(s)" and, where the prospect of reaching a mutually agreeable  
8 purchase price appears unlikely following reasonable negotiations, to recommend to the RTC  
9 Commission that it consider the adoption of a "Resolution of Condemnation" finding that  
10 particular properties are necessary to the success of the "Projects" and to authorize legal counsel  
11 to seek acquisition through eminent domain proceedings.

12           4.     To coordinate all activities related to Project including, but not limited to,  
13 advertising, receipt and review of construction bids, and execution of a contract with the  
14 contractor submitting the lowest responsive and responsible bid.

15           5.     To maintain necessary files on the Project.

16           6.     To pay all authorized Project costs from the Regional Street and Highway Fund,  
17 the Regional Road Impact Fee Fund, or the Transportation Sales Tax Fund. Payments for  
18 construction or engineering services will be paid to the contractor or consultant upon receipt of a  
19 claim or claims which have been certified as a true and correct account of the expenses incurred  
20 as a result of or in conjunction with the provisions of a contract entered into as a result of this  
21 Agreement. All submitted claims will have supporting documents attached which substantiate  
22 the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with  
23 the policies and procedures of the RTC.

24           7.     To not permit the payment of non-reimbursable or non-payable items established  
25 by the policies and procedures of the RTC unless expressly provided herein. The amount  
26 reimbursable or payable under this Agreement is estimated as follows:  
27  
28

**CALENDAR YEAR 2012 PAVEMENT PRESERVATION  
FUEL AND SALES TAX PROJECTS**

*The scope of work for the following projects includes pavement reconstruction and improvements to existing roadway/sidewalk elements unless otherwise indicated.*

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DESIGN</u></b>	<b><u>ROW</u></b>	<b><u>CONSTR.</u></b>
2012 Corrective Maintenance	Various Regional Roads	\$148,148	\$0	\$1,851,852**
2012 Preventive Maintenance	Various Regional Roads	\$90,000	\$0	\$5,110,000**
Bridge St	Front to 3 <sup>rd</sup> St	\$17,336	\$0	\$95,348**
Caughlin Pkwy	Longknife to McCarran	\$135,030	\$0	\$1,309,334**
Greenbrae Dr	El Rancho to Rock	\$109,237	\$0	\$1,216,208**
Mayberry Dr	Truckee River to Canyon	\$205,529	\$0	\$2,485,028**
Merchant St	Sullivan to Clinic	\$47,362	\$0	\$400,990**
Neil Rd, Gentry Wy, Terminal Wy	Airway to Plumb	\$179,465	\$0	\$2,055,156**
Snider Wy	Stanford to Steneri	\$21,392	\$0	\$235,321**
S Stanford Wy	Greg St to McCarran	\$63,864	\$0	\$402,501**
W Huffaker	Del Monte to Spring Leaf	\$99,236	\$0	\$1,091,602**

**CALENDAR YEAR 2012 CORRIDOR IMPROVEMENT  
FUEL TAX PROJECTS**

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DESIGN</u></b>	<b><u>ROW</u></b>	<b><u>CONSTR.</u></b>
Nichols Blvd Bicycle and Pedestrian Improvements	East Victorian to Howard	\$132,600	\$0	\$1,500,000**
Prater Wy Enhancements	View to 22 <sup>nd</sup> St	\$0	\$0	\$833,000**
Sutro/Kirman Complete Street	Mill to N McCarran	\$116,209	\$0	\$1,162,091**
Plan Line, Alignment, Other Technical Studies	Various Locations	\$400,000	\$0	\$0

**CY 2012 COMBINED TOTAL OF DESIGN AND ROW/CONSTRUCTION: \$21,513,839**

**CALENDAR YEAR 2013 PAVEMENT PRESERVATION  
FUEL AND SALES TAX PROJECTS**

*The scope of work for the following projects includes pavement reconstruction and improvements to existing roadway/sidewalk elements unless otherwise indicated.*

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DESIGN</u></b>	<b><u>ROW</u></b>	<b><u>CONSTR.</u></b>
2013 Corrective Maintenance	Various Regional Roads	\$148,148	\$0	\$0*/**
2013 Preventive Maintenance	Various Regional Roads	\$90,000	\$0	\$5,410,000**
Avenida de Landa	Beaumont to 865 ft. north of Valley Wood	\$63,466	\$0	\$698,137**
Delucchi Ln	S Virginia to Tyrone	\$88,435	\$0	\$972,787**
5 <sup>th</sup> St	Ralston to RR	\$76,659	\$0	\$843,252**
Lakeside Dr	Brinkby to Mt Rose	\$122,050	\$0	\$672,115*/**
Liberty St	Center to Holcomb	\$44,583	\$0	\$446,417**
Redrock Rd	Adobe to Argosy	\$202,762	\$0	\$2,787,986**
Ryland St	Kirman to Mill	\$28,395	\$0	\$268,346**

**CALENDAR YEAR 2013 CORRIDOR IMPROVEMENT**

**FUEL TAX PROJECTS:**

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DESIGN</u></b>	<b><u>ROW</u></b>	<b><u>CONSTR.</u></b>
2013 ADA Pedestrian Transition Improvement Plan	Various Regional Roads	\$65,000	\$0	\$435,000**
Plumb Ln Alternatives Analysis	McCarran to Ferris	\$566,450	\$0	\$0*
Plan Line, Alignment, Other Technical Studies	Various Locations	\$400,000	\$0	\$0

\* Partial funding, balance of construction funds to be included in future year fuel tax program of projects  
 \*\* No property acquisition activities or funds scoped for this project

**CY 2013 COMBINED TOTAL OF DESIGN AND ROW/CONSTRUCTION:    \$14,429,988**

**REGIONAL ROAD IMPACT FEE PROJECTS:**

<b><u>PROJECT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DESIGN</u></b>	<b><u>ROW</u></b>	<b><u>CONSTR.</u></b>
<b><u>All Benefit Districts:</u></b>				
Bike/Pedestrian Improvement 3 CY2012	Area wide	\$90,000	\$0	\$510,000
Bike/Pedestrian Improvement 4 CY2013	Area wide	\$90,000	\$0	\$510,000
Capacity Studies	Area wide	\$300,000	\$0	\$0
Traffic Management 1 CY2011	Area wide	\$584,000	\$0	\$2,336,000
Traffic Management 2 CY2012	Area wide	\$219,000	\$0	\$1,241,000
UNR Transportation Research	Area wide	\$150,000	\$0	
<b><u>Northwest Benefit District:</u></b>				
Intersection Improvement	N McCarran at N Virginia	\$1,000,000	\$0	\$3,000,000
<b><u>South Benefit District:</u></b>				
SouthEast Connector	Right of Way/Phase I	\$4,000,000	\$16,000,000	\$5,000,000

**COMBINED TOTAL OF DESIGN AND ROW/CONSTRUCTION: \$35,030,000**

**ESTIMATED GRAND TOTAL PROJECT COSTS: \$70,973,827**

**THE CITY OF RENO, THE CITY OF SPARKS,  
AND THE COUNTY OF WASHOE AGREE**

1. To cooperate with RTC and its consultants in all phases of the Project(s) located within their respective jurisdictions.

2. By the execution of this Agreement, that the RTC is, upon the adoption of an appropriate "Resolution of Condemnation" by the RTC Board of Commissioners, authorized to initiate such eminent domain proceedings as may be necessary for the acquisition of such property within its respective jurisdictions as the RTC deems necessary for the construction and/or maintenance of the Project(s) and, if prudent, future expansions of the Project(s) identified by the Regional Transportation Plan.

3. To assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions.

1           4.       To accept and maintain the Project(s) located within their respective jurisdictions  
2 upon completion of construction.

3           5.       Upon notification from the RTC, to require utilities having franchise agreements  
4 that require relocation to relocate their facilities prior to award of the project in accordance with  
5 the franchise agreement. For utilities that do not address the issue of relocation in the franchise  
6 agreement, to require relocation of the subject facilities prior to the award of the project if state  
7 law provides authority to do so.

8           6.       To jointly coordinate development and administration of the Project.

9           7.       That the RTC may issue a warrant drawn on the Regional Street and Highway  
10 Fund, the Regional Road Impact Fee Fund, or the Transportation Sales Tax Fund for Project  
11 costs which exceed the estimated reimbursable amounts set forth in this Agreement if written  
12 documentation for the additional cost has been reviewed and approved in accordance with the  
13 policies and procedures of the RTC.  
14

15           This Agreement is effective from and after the date first above written.

16 APPROVED AS TO LEGALITY AND FORM

17 BY: \_\_\_\_\_  
18       RTC GENERAL COUNSEL

19   **REGIONAL TRANSPORTATION COMMISSION**  
20   **OF WASHOE COUNTY**

21   BY: \_\_\_\_\_  
22   RON SMITH, CHAIRMAN

23 State of Nevada  
24 County of Washoe

25           This FY 2012/13 Interlocal Cooperative Agreement was acknowledged before me this  
26 \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Ron Smith, as Chairman of the  
27 Regional Transportation Commission of Washoe County.

28 \_\_\_\_\_  
Notary Public



**BOARD OF COMMISSIONERS,  
WASHOE COUNTY, NEVADA**

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST:

APPROVED AS TO FORM AND  
CONTENT:

BY: \_\_\_\_\_  
WASHOE COUNTY CLERK

BY: \_\_\_\_\_  
ATTORNEY

**CITY COUNCIL OF RENO, NEVADA**

BY: \_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM AND  
CONTENT:

BY: \_\_\_\_\_  
RENO CITY CLERK

BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

**CITY COUNCIL OF SPARKS, NEVADA**

BY: \_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM AND  
CONTENT:

BY: \_\_\_\_\_  
SPARKS CITY CLERK

BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY