

TRAFFIC SIGNAL TIMING 5 – PHASE 3
INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into on January 1, 2019, by and between the City of Sparks (hereinafter “Sparks”), and the Regional Transportation Commission of Washoe County (hereinafter “RTC”).

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC has developed a Signal Timing Improvement Project (hereinafter called “Project”) to fund improved signal timing within the Sparks jurisdictional Boundaries; and

WHEREAS, Sparks owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, RTC has entered into an agreement with the Nevada Department of Transportation (NDOT) to fund the Project through December 31, 2019; and

WHEREAS, The RTC has funds available for reimbursement of direct salary and benefit hourly rates for Sparks Staff working directly on the Project; and

WHEREAS, Sparks supports utilization of its Staff on a reimbursable basis for work associated with Project; 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:

A. RTC agrees to:

1. Continue work with the Project Management Team (PMT) with Sparks representatives to: oversee the selection of up to one-third of all traffic signals located within the Sparks boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing changes.
2. Reimburse Sparks in the amount, not to exceed, \$25,000.00 for staff direct salary and benefit hourly rates associated with the Project at the rates listed in Attachment A (subject to automatic adjustment on November 1, 2019).
3. Reimburse Sparks monthly for eligible invoiced Project costs within 30 days of receiving invoices from Sparks.

4. RTC shall direct RTC Staff to complete the work on the Project by December 31, 2019 to the satisfaction of Sparks Staff. The Project will be completed in compliance with current Institute of Transportation Engineers (ITE) practices.
5. RTC will submit proposed signal timing to Sparks for review and approval.

B. Sparks agrees to:

1. Assign a designee to represent Sparks on the Project Management Team (PMT).
2. Unless an updated rate is provided to the RTC, Sparks shall invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for personnel based on rates established on Attachment A (subject to automatic adjustment on November 1, 2019).
3. Invoice the RTC no later than January 31, 2020, for final billing of Project eligible costs.
4. Attend regular PMT meetings.
5. As work progresses on the Project, Sparks shall provide the RTC with quarterly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is January 1, 2019 to December 31, 2019. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
4. Communications/notices required pursuant to this Agreement shall be as follows:

If to Sparks: Stephen W. Driscoll, Deputy City Manager
c/o Jon Ericson, City Engineer
City of Sparks
P.O. Box 857
Sparks, NV 89432

If to RTC: Lee G. Gibson, AICP, Executive Director
c/o Andrew Jayankura, P.E., Project Manager
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502

5. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. 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.
10. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

CITY OF SPARKS

By 

Ron Smith, RTC Board Chair

By _____
~~Gene Martini, Mayor~~
Ronald E. Smith, Mayor

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO FORM:



RTC Chief Counsel



City Attorney

ATTEST:

Teresa Gardner, City Clerk

ATTACHMENT A

<u>Job Description</u>	<u>Direct Salary and Benefit Hourly Rate</u>
Transportation Manager.....	\$80.62
Transportation Services Coordinator.....	\$77.59
Crew Supervisor.....	\$57.29
Signal Technician.....	\$55.27