

**AMENDED INTERLOCAL COOPERATIVE AGREEMENT**

**TO REFLECT ADDITIONAL FUNDS AWARDED AS OF JULY 2013**

**BETWEEN**

**THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT, AND  
THE CITY OF SPARKS, ON BEHALF OF THE SPARKS POLICE DEPARTMENT  
FOR THE MANAGEMENT AND DISPOSITION OF**

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA)  
MCSAP HIGH PRIORITY GRANT PROGRAM**

WHEREAS, the City of Reno and the City of Sparks respective police departments are committed to making the roads safer for all drivers through their efforts to enforce Commercial Vehicle safety with the purpose of the grant award being amended as of July 2013 to a total of \$181,305 (\$88,422 awarded approved May 8, 2013) in funding that will allow the Reno and Sparks Police Departments to support the FMCSA mission to reduce crashes, injuries and fatalities involving large trucks and buses within the Reno/Sparks area.

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the City of Reno and the City of Sparks has been awarded this grant funding to allow both the Reno and Sparks Police Departments to promote and maintain national programs to improve Commercial Motor Vehicle safety, increase compliance with CMV regulations, and increase public awareness about CMV safety to create a safer street community where passenger vehicles respect commercial vehicles and where commercial vehicles are operated safely thereby reducing accidents and fatalities; and

WHEREAS, the City of Reno and the City of Sparks have agreed that the City of Reno should be the fiscal agent for the 2013 Federal Motor Carrier Safety Administration High Priority Grant program (MCSAP); and

NOW THEREFORE, the parties agree as follows:

1. **Fiscal Agent.** The City of Reno shall be the fiscal agent for the 2013 MCSAP grant awarded in the total amended amount of \$226,632 as of July 2013 (\$110,528 previously approved). Federal portion: now \$181,305 (from \$88,422) and Match portion: now \$45,327 (from \$22,106).
2. **Allocation of Amended Total Funds and In-Kind Match Requirements awarded as of July 2013.** MSCAP High Priority funds will be allocated in the following manner:
  - a. City of Reno, Reno Police Department \$ 121,555.00
  - b. City of Sparks, Sparks Police Department \$ 59,750.00

Each party agrees to provide in-kind match amounts as set forth below

- c. City of Reno, Reno Police Department \$37,897.00
- d. City of Sparks, Sparks Police Department \$ 7,430.00

3. **Expenditure of Funds.** MCSAP funds are anticipated to be expended as set forth in the High Priority Grant Proposal “Budget Narrative” section. A copy of the MCSAP proposal is attached hereto as Exhibit “A” and incorporated herein by reference.
4. **Approval.** Any reallocation of the funds from that stated in this Agreement will be submitted to the fiscal agent for approval.
5. **Compliance.** All parties agree to comply with all terms required under the grant application, grant requirements and all laws related to the receipt of funds pursuant to the grant terms. Any failure to comply by a party may adversely affect that party’s right to receive funds under the grant.
6. **Receipts.** The parties will be required to provide receipts to the City of Reno for the purchases prior to reimbursement. Receipts shall be provided to:  
  
Bridget Pincolini  
Reno Police Department  
P.O. Box 1900  
Reno, Nevada 89505
7. **Quarterly Reports.** All parties will abide by the reporting requirements of the MCSAP and will provide quarterly reports to the fiscal agent in order to meet the ten day after quarter deadlines.
8. **Program and Financial Reporting.** The City of Reno will be responsible for program and financial reporting. The City of Sparks will assist to the extent necessary by providing any requested information required to be reported.
9. **Defenses.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of all parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
10. **Indemnification.** Each party shall indemnify, hold harmless and defend, not excluding the other’s right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys’ fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as

to any party or person described in the Agreement.

The indemnification obligation under paragraph 9 is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. **Successors and Assigns.** The parties agree to bind themselves and their successors and assigns to the other party and to the successors and assigns of said party with respect to the performance of this Agreement. Except as otherwise set forth herein, none of the parties shall assign or transfer interest in this Agreement without the written consent of the other.
12. **Authority.** Each party acknowledges that the person signing this Agreement is authorized or has been authorized to enter into this Agreement on behalf of his principal.
13. **Attorney's Fees.** In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.
14. **No Third-Party Rights.** The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the City and the parties to this Agreement.
15. **Severability.** If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. Enforcement of this Agreement shall be in a court of appropriate jurisdiction in Reno, Nevada.
17. **Entire Agreement.** This Agreement contains the entire agreement of the parties on the matters covered. There are no verbal agreements, representations, or understandings affecting this Agreement.
18. **Transfer or Assign.** Neither party shall transfer, assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.

- 19. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20. **Termination.** This Agreement may be terminated with or without cause by any party upon thirty (30) days written notice to the other parties. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.
- 21. This Amended Interlocal Cooperative Agreement amends and supercedes the previous Interlocal Cooperative Agreement that was signed by the parties in May, 2013.

APPROVED this \_\_\_\_\_ day of August 2013

**RENO POLICE DEPARTMENT**

**SPARKS POLICE DEPARTMENT**

\_\_\_\_\_  
Stephen Pitts, Chief

\_\_\_\_\_  
Brian Allen, Chief

**CITY OF RENO**

**CITY OF SPARKS**

BY: \_\_\_\_\_  
Robert A Cashell, Sr., Mayor

BY: \_\_\_\_\_  
Geno Martini, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Deputy City Attorney (Reno)

BY: \_\_\_\_\_  
Assistant City Attorney (Sparks)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_