

TRAFFIC SIGNAL TIMING 4
INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into on _____, 2014, by and between the City of SPARKS (hereinafter "SPARKS"), and the Regional Transportation Commission of Washoe County (hereinafter "RTC").

WHEREAS, agreements between public entities are authorized under Chapter 277.180 of the Nevada Revised Statutes for the work described herein; 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. The agreement between RTC and NDOT is set to expire on December 31, 2015; 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, not to exceed \$30,000, 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. Create the Project Management Team (PMT) with SPARKS representatives to: oversee the selection of up to 48 traffic signals located within the SPARKS boundaries; 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, \$30,000.00 for SPARKS Staff direct salary and benefit hourly rates associated with the Project.
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, 2015 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. Invoice the RTC for actual SPARKS Project staff costs incurred during the performance period of the Agreement for SPARKS personnel based on rates established on Attachment A.
3. Invoice the RTC no later than October 31, 2015, 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 monthly 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.
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.
9. SPARKS agrees to provide SPARKS Staff at the reimbursable hourly rate set forth in Attachment A until the Project is complete; reimbursements have reached the \$30,000 limit; or October 31, 2015 whichever occurs first
10. The Direct Benefit Rate is effective until October 31, 2014. An updated rate will be provide and applied for reimbursement for any SPARKS Staff time after the aforementioned effective date
11. SPRAKS agrees to review and approve proposed signal timing submitted by RTC and revised signal timing

C. It is mutually agreed that:

1. The performance period of this Agreement is April 1, 2014 to October 31, 2015. 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: Neil Krutz, Deputy City Manager
c/o Jon Ericson, Transportation Manager
City of Sparks
P.O. Box 857
Sparks, NV 89432

If to RTC: Lee G. Gibson, Executive Director
c/o Blaine Petersen, 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.

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 _____
Bonnie Weber, RTC Board Chair

By _____
Geno Martini, Mayor

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO FORM:

Dale Ferguson, Esq.

City Attorney

ATTEST:

Teresa Gardner, City Clerk

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____, 2014, by Bonnie Weber as Chair of the Regional Transportation Commission of Washoe County.

Notarial Officer

ATTACHMENT A

<u>Job Description</u>	Direct Salary and Benefit Hourly Rate
Transportation Manager.....	\$78.42
Transportation Services Coordinator.....	\$67.87
Crew Supervisor.....	\$48.52
Electrician III.....	\$47.66

SAMPLE