

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR REIMBURSEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY of Sparks, Nevada**, (hereinafter called “**CITY**”) and the Regional Transportation Commission of Washoe County, a special purpose unit of Government of the State of Nevada (hereinafter called “**RTC**”).

**W I T N E S S E T H:**

WHEREAS, agreements between RTC and public entities are authorized under Chapter 277 of the Nevada Revised Statutes for the work described herein; and

WHEREAS, the RTC is undertaking a project to perform preventative maintenance on roadways within the region. The scope of the project will include the application of slurry seal, new pavement markings and associated traffic control, (herein after called “**PROJECT**”); and

WHEREAS, the **CITY** desires to include approximately 2 million square feet of slurry seal quantity to the RTC’s **PROJECT** for **CITY** residential streets identified in Attachment A, including the required pavement markings and traffic control, (herein after called “**IMPROVEMENTS**”); and

WHEREAS, RTC is willing to incorporate the **IMPROVEMENTS** into the **PROJECT** and subsequently cause the **IMPROVEMENTS** to be constructed;

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:

**RTC AGREES:**

1. To assign a Project Manager to be responsible for the administration of the design and construction of the **PROJECT** including the **IMPROVEMENTS**.
2. To provide plans, specifications, estimates, construction contract administration, material and labor for the construction of the **PROJECT** and **IMPROVEMENTS**.
3. To allow the **CITY** to perform quality assurance and quality control inspection and testing of the **IMPROVEMENTS** at no cost to the RTC.
4. To allow the **CITY** or its authorized agents to review and approve contract change orders associated with the construction of the **IMPROVEMENTS**.
5. To invoice the **CITY** at the completion of the **PROJECT**, for the actual costs of the construction of the **IMPROVEMENTS** not to exceed \$220,000.00 (Two Hundred Twenty Thousand Dollars and no/100).

**CITY AGREES:**

1. To provide an initial determination of the scope of the IMPROVEMENTS for estimation of the costs for the construction of the IMPROVEMENTS as set forth in “Exhibit A”.
2. To perform quality assurance and quality control inspection and testing of the IMPROVEMENTS at no cost to the RTC.
3. To notify the RTC’s project manager immediately of any quality or quantity issues identified by the CITY during the construction of the IMPROVEMENTS.
2. To invoke any authority available under State law or existing permits to have impacted utilities relocated at the utility owner's expense.
3. To acquire all additional right-of-way, easements and/or entry permits from adjacent property owners, as necessary, to allow the RTC and its agents to construct IMPROVEMENTS in accordance with the plans, specifications and estimates.
4. To direct all questions or requests pertaining to the IMPROVEMENTS to the Project Manager and designate a CITY representative to assist the Project Manager in the administration of all issues relating to the IMPROVEMENTS.
5. To review and provide comments on issues relating to the construction of the IMPROVEMENTS within two working days.
6. To reimburse the RTC for the actual costs of the construction of the IMPROVEMENTS, an amount not to exceed \$220,000.00 (Two Hundred Twenty Thousand Dollars and no/100).
8. To remit payment within thirty (30) calendar days following receipt of an invoice from the RTC and, if not timely paid, to pay interest as provided in NRS 99.040.

**IT IS MUTUALLY AGREED:**

1. That each party will cooperate with the other party to this agreement and their 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: Lee Gibson, Executive Director  
Regional Transportation Commission  
1105 Terminal Way, Suite 108  
Reno, Nevada 89502  
(775) 348-0171

CITY: Neil Krutz, P.E.  
{Sparks} Director of Public Works  
City of Sparks  
P.O. Box 857  
Sparks, Nevada 89432-0857  
(775) 353-2330

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, agents and employers 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.

9. That 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 attorney fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

BY: \_\_\_\_\_  
RTC Legal Counsel

Date: \_\_\_\_\_

**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**

BY: \_\_\_\_\_  
Ron Smith, Chairman

State of Nevada        )  
                                  )  
County of Washoe     )

This instrument was acknowledged before me this \_\_\_\_\_ day of June, 2011, by Ron Smith, Chairman of the Regional Transportation Commission of Washoe County.

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

**CITY OF SPARKS**

BY: \_\_\_\_\_  
Mayor

ATTEST:

**SPARKS CITY CLERK**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
City Attorney