

INTERLOCAL AGREEMENT

This Agreement, made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of SPARKS, 1701 Prater Way, Sparks, Nevada 89434, acting by and through the POLICE DEPARTMENT, hereinafter called the "ORGANIZATION". Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

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 agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the purpose of this Agreement is to improve data collection and analysis, herein after called the "PROJECT;" and

WHEREAS, the Fixing America's Surface Transportation Act (FAST-Act) under (23 U.S.C. 148(a)(4)(B)(xiv), provides funding for non-infrastructure activities for the collection, analysis, and improvement of safety data; and

WHEREAS, the Federal Highway Administration (FHWA) approved the PROJECT for Federal highway safety funds Code of Federal Domestic Assistance (CFDA) Number 20.205; and

WHEREAS, the services of the ORGANIZATION will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the ORGANIZATION is willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - ORGANIZATION AGREES

1. To perform the services as specified in the Scope of Services (SOS), hereinafter referred to as Attachment A, attached hereto and incorporated herein.

2. The dollar amount that the ORGANIZATION shall match is Three Thousand Two Hundred Twenty-Nine and No/100 Dollars (\$3,229.00) which is five percent (5%) of the total PROJECT cost.

3. To invoice the DEPARTMENT monthly according to the SOS and budget. The invoice shall be one hundred percent (100%) of the cost incurred for the actual work performed.

The DEPARTMENT will reimburse the ORGANIZATION ninety-five percent (95%) of the one hundred percent (100%) total cost billed. The ORGANIZATION will provide supporting documentation to be audited demonstrating that work performed conforms to the DEPARTMENT's and the Federal Highway Administration's guidelines.

4. To coordinate with the DEPARTMENT's Coordinator, hereinafter called the "Coordinator," and provide information as needed to review the strategies implemented by the PROJECT which includes, but not limited to, the scope of services incorporated herein, as outlined in Attachment A - Scope of Services, attached hereto and incorporated herein.

5. To keep in good standing the contract with state-contracted vendor responsible for developing a program to accomplish the work specified in the SOS.

6. To advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to, meetings and interim reports. The ORGANIZATION shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, reports, and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

7. The ORGANIZATION shall be responsible for conducting and certifying the pre-payment audit and maintaining the backup documents for the entities to which the ORGANIZATION sub-grants activities for the PROJECT pursuant to this Agreement. The pre-payment audit by the ORGANIZATION of the entities receiving such sub-grants shall contain an itemization of the payments made to each sub-grantee with corresponding descriptions, including the reason for such payments and the entity's name who received such payments. It is expressly understood that the ORGANIZATION is responsible for those payments deemed necessary by any subsequent audit findings of sub-grantees' payments.

8. The ORGANIZATION shall, at its own expense, obtain and pay for all licenses, permits, and/or fees and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

9. The ORGANIZATION shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility, unless illness or termination or reassignment requires his/her replacement.

10. The ORGANIZATION and all successors, executors, administrators, and assigns of the ORGANIZATION's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

11. No member, officer or employee of the ORGANIZATION during his or her tenure, and for a period of one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE II - DEPARTMENT AGREES

1. The total project cost is Sixty-Four Thousand Five Hundred Seventy-Seven and No/100 Dollars (\$64,577.00), which includes ninety-five percent (95%) federal funding in an amount not to exceed Sixty-One Thousand Three Hundred Forty-Eight and No/100 Dollars (\$61,348.00), and five percent (5%) ORGANIZATION funding in an amount not to exceed Three Thousand Two Hundred Twenty-Nine and No/100 Dollars (\$3,229.00).

2. To reimburse the ORGANIZATION ninety-five percent (95%) of one hundred percent (100%) of the actual total cost billed by the ORGANIZATION.

3. To establish and maintain a budget for the PROJECT. This budget will be maintained by the Traffic Safety Engineering Division of the DEPARTMENT, and all invoices shall be submitted to the Traffic Safety Engineering Division for approval and reimbursement.

4. To continue conducting the pre-payment audits and collect the necessary backup documentation for any expenditure directly made by the ORGANIZATION under this Agreement. The DEPARTMENT and FHWA shall have access to such records of the ORGANIZATION as pertain to all matters arising under this Agreement, and the ORGANIZATION shall retain all records, subject to audit, for three (3) years from the date of the final voucher's acceptance.

### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the September 30, 2019, or until completion of Project, whichever occurs first.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The ORGANIZATION shall not proceed with said work until a written "Notice to Proceed" has been issued from the DEPARTMENT. If ORGANIZATION does commence said work prior to receiving said Notice to Proceed, ORGANIZATION shall forfeit any and all right to reimbursement for that portion of the work performed prior to its receipt of such Notice. Furthermore, the ORGANIZATION shall not rely on the terms of this Agreement in any way, including, but not limited to, any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to receipt of the Notice to Proceed. In the event ORGANIZATION violates the provisions of this Section, it waives any and all claims and damages against the DEPARTMENT, its employees, agents and/or affiliates, including, but not limited to, monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

4. This Agreement may be terminated by either Party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature or local funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director  
Attn.: Ken Mammen, P.E.  
Nevada Department of Transportation  
Division: Traffic Safety Engineering  
1263 South Stewart Street  
Carson City, Nevada 89712

Phone: (775) 888-7335  
Fax: (775) 888-7401  
E-mail: [kmammen@dot.nv.gov](mailto:kmammen@dot.nv.gov)

FOR ORGANIZATION:

Sparks Police Department  
Pete Krall, Deputy Chief  
1701 E. Prater Way  
Sparks, NV 89434  
Phone: (775) 353-2223 - Office  
E-mail: [pkrall@cityofsparks.us](mailto:pkrall@cityofsparks.us)

7. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing Party's reasonable attorney's fees and costs.

9. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the 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 herein. This indemnification obligation is conditioned upon service of written notice to the other Party within thirty (30) calendar days of the indemnified Party's notice of actual or pending claim or cause of action. The indemnifying Party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified Party due to said Party exercising its right to participate with legal counsel.

12. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this

Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

13. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach, including another breach of the same provision.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

16. Except as otherwise provided by this Agreement, all or any property presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

18. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

19. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

20. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. Should this Agreement be terminated by the ORGANIZATION prior to completion of the PROJECT, the ORGANIZATION will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

22. The ORGANIZATION agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

23. Any alteration considered extra work shall be addressed through a written amendment to this Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in such amendment.

24. Any recipient of ORGANIZATION funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

25. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

26. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Sparks Police Department

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

*PETER KRALL - DEPUTY CHIEF*

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name and Title (Print)

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Name and Title (Print)

ATTACHMENT A  
Scope of Services

Sparks PD (SPPD) Crash Data Collection Improvement

- Replace the law enforcement officers' devices use as they transition to state sponsored crash and citation software (please refer to attached list).
- After installation of the new hardware, the officers will quickly load software already written for these devices; and can write citations and respond to area crashes.
- The data produced for the state will be completed and robust for decision making.

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	3	\$419	\$0	\$1,257	\$0	\$0	\$0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	3	\$15	\$0	\$45	\$0	\$0	\$0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	3	\$57	\$0	\$171	\$0	\$0	\$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	30	\$588	\$0	\$17,640	\$0	\$0	\$0
SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack	10	\$26	\$0	\$260	\$0	\$0	\$0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	3	\$8	\$0	\$24	\$0	\$0	\$0
CHG-TC7X-CLA1-01 / Zebra EVM, TC7X, Auto Charger-Cigarette Adapter	30	\$68	\$0	\$2,040	\$0	\$0	\$0
TC75EK-2MB22AB-US / Zebra EVM, TC75X, w/GMS	30	\$1,409	\$0	\$42,270	\$0	\$0	\$0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	30	\$29	\$0	\$870	\$0	\$0	\$0
<b>TOTAL:</b>				<b>\$64,577</b>			<b>\$0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$64,577	\$0
<b>Summary Total</b>	<b>\$64,577</b>	<b>\$0</b>



