

**INTERLOCAL AGREEMENT WITH THE CITY OF SPARKS
FOR REIMBURSEMENT TO THE CITY OF RENO FOR
2012 SEWER INTERCEPTOR CONDITION ASSESSMENT PROJECT**

This Interlocal Agreement with the City of Sparks for reimbursement to the City of Reno for 2012 Sewer Interceptor Condition Assessment Project (“Agreement”) is made and entered in to this _____ day of _____, 2011 by and between the City of Sparks, a municipal corporation and the City of Reno, a municipal corporation.

WITNESSETH:

WHEREAS, the parties are public agencies as defined in NRS 277.100(1)(a);

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency entering into the contract is authorized to perform;

WHEREAS, the City of Reno is undertaking a Sewer Interceptor Condition Assessment Project to inspect and assess the physical condition of the sanitary sewer interceptor known as the Reno/Sparks Interceptor located in Sparks, Nevada;

WHEREAS, the Cities of Sparks and the City of Reno are jointly responsible for the maintenance of shared Sanitary Sewer Interceptor under the terms of the Truckee Meadows Water Reclamation Facility Agreement dated March 24, 1980;

WHEREAS, the City of Reno is responsible for the inspection and performing a condition assessment of the jointly owned Reno/Sparks interceptor and the City of Sparks is willing to allow the City of Reno’s Consultant to perform this inspection and assessment and to reimburse the City of Reno for reasonable costs to perform this work, on the terms and conditions set forth herein;

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Sparks and the City of Reno agree as follows:

1. CITY OF RENO RIGHTS AND OBLIGATIONS.

1.1 City of Reno is including in the scope of the 2012 Sewer Interceptor Condition Assessment Project the inspection and condition assessment of the portion of the Reno/Sparks Interceptor located in Sparks, Nevada.

1.2 The City of Reno's Consultant will perform all work on the 2012 Sewer Interceptor Condition Assessment Project including joint inspection and condition assessment within the City of Sparks.

1.3 City of Reno shall provide City of Sparks with the scope of the 2012 Sewer Interceptor Condition Assessment Project and project inspection schedule related to the portion of the Reno/Sparks Interceptor located in Sparks, Nevada.

1.4 City of Reno shall provide engineering quality assurance for joint inspection and condition assessment. Expenses shall be proportioned in accordance with the terms of this agreement.

1.5 The City of Reno shall diligently prosecute the inspection and condition assessment within the City of Sparks. In no event shall the City of Reno take any action or fail to take any action in connection with the project which has an adverse, material impact on or which causes any delay or increase in the cost of the joint inspection and condition assessment without the City of Sparks' prior written consent. The City of Reno shall coordinate all work related to the inspection and condition assessment of the portion of the Reno/Sparks Interceptor located in Sparks, Nevada with the City of Sparks.

1.6 The City of Reno shall permit and shall require the Consultant to permit City of Sparks officers, employees, or authorized agents to observe any of the inspection or condition assessment work performed on the Reno/Sparks Interceptor located in Sparks, Nevada. City of Sparks shall have the right to stop the Consultant's work if an unsafe practice is observed that is not immediately corrected. City of Reno shall take such action necessary to insure the Consultant complies with any reasonable request or other questions or concerns from City of Sparks. City of Sparks shall direct general questions and concerns to the City of Reno Interceptor Condition Assessment Project Manager and not to the Consultant.

1.7 City of Sparks or its authorized agents shall have the right to review and approve contract supplemental service work related to the inspection and condition assessment of the portion of the Reno/Sparks Interceptor located in Sparks, Nevada. City of Reno shall not execute or approve supplemental service work on the portion of the Reno/Sparks Interceptor located in Sparks, Nevada without written approval from City of Sparks or its authorized agents.

1.8 City of Reno shall invoice City of Sparks monthly for the actual City of Sparks authorized costs of performing the inspection and condition assessment of the portion of the Reno/Sparks Interceptor located in Sparks, Nevada. All City of Reno invoices shall include supporting documentation reasonably acceptable to City of Sparks.

1.9 Upon completion of the joint inspection and condition assessment of the portion of the Reno/Sparks Interceptor located in Sparks, Nevada and payment from the City of Sparks to City of Reno has been received, City of Reno shall deliver all inspection and condition assessment records and data collected on the portion of the Reno/Sparks Interceptor located in Sparks, Nevada to the City of Sparks.

2. CITY OF SPARKS RIGHTS AND OBLIGATIONS

2.1 City of Sparks will designate in writing a Project Engineer as the sole responsible contact to assist the City of Reno Condition Assessment Project Engineer and render decisions on behalf of the City of Sparks.

2.2 City of Sparks shall reimburse City of Reno for the actual City of Sparks authorized costs of inspecting and performing a condition assessment on the portion of the Reno/Sparks Interceptor located in Sparks, Nevada, subject to the limitations in Section 2.3. Payment of all bills properly submitted shall be due within 30 days after City of Sparks receipt.

2.3 The cost to inspect and perform a condition assessment on the portion of the Reno/Sparks Interceptor located in Sparks, Nevada will be \$107,100. In addition, supplemental services in the amount of \$100,000 will be budgeted in case the Consultant is required to provide specialty sewer interceptor and siphon cleaning that can not be performed by City of Reno Maintenance Staff. The area identified for cleaning is the portion upstream of the triple barrel siphon located at the Greg Street/Sparks Boulevard intersection to the intake at the Truckee Meadows Water Reclamation Facility (TMWRF). The total cost to clean, inspect, and perform a condition assessment on the portion of the Reno/Sparks Interceptor located in Sparks, Nevada shall not exceed \$207,000. City of Sparks is committing \$66,240 for this work based on the Reno/Sparks Interceptor 32% Share. This amount shall not be exceeded unless the City of Sparks agrees to pay a greater amount in writing due to unforeseen conditions that arise during the inspection and condition assessment process.

2.4 City of Sparks shall provide City of Reno with its approval and/or comments to any proposed supplemental services relating to the inspection and condition assessment work within two calendar days of notice given pursuant to this Agreement.

3. MISCELLANEOUS

3.1 Each party will cooperate with the other party to this agreement and their agents in carrying out their respective responsibilities under this agreement.

3.2 Each party will assist the other party in communicating with the public regarding the provisions of this agreement.

3.3 That all communications/notices required pursuant to the Agreement shall be given in person or by registered or certified mail, postage prepaid, to the other party as follows:

City of Reno: Mike Stram.
Collection System Program Manager
City of Reno
1 East First Street, 8th Floor
Reno, NV 89501
(775) 657-4635

City of Sparks: Andy Hummel, P.E., S.W.R.S.
Civil Engineer II
431 Prater Way
Sparks, NV 89432-0857
(775) 353-2375

The designated representative may be changed by written notice as provided herein. Notice by mail shall be deemed to have been received three (3) days after mailing.

3.4 Subject to the limitation of Chapter 41 of the Nevada Revised Statutes, each party agrees to indemnify, defend and to hold the other party harmless from and against any liability, including but not limited to, property damage, personal injury or death, proximately caused by the negligence acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.

3.5 The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

3.6 The invalidity of any provisions or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

3.7 This agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by both parties.

3.8 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 arising from the performance of this Agreement.

CITY OF RENO

ATTEST:

By: _____
Robert A. Cashell, Sr., Mayor

Reno City Clerk

APPROVED AS TO LEGALITY AND FORM

By: _____
Deputy City Attorney

CITY OF SPARKS

ATTEST:

By: _____
Geno Martini, Mayor

City of Sparks Clerk

APPROVED AS TO LEGALITY AND FORM

By: _____
Sparks City Attorney