

## **INTERLOCAL AGREEMENT**

### **1) PARTIES**

This Interlocal Agreement ("Agreement") is entered into between the City of Sparks ("SPARKS"), a municipal corporation and Washoe County School District ("WCSD"), a political subdivision of the State of Nevada, collectively the "Parties". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### **2) RECITALS**

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 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.

2.3 SPARKS retained a traffic expert to evaluate car and pedestrian traffic, and safety issues related thereto on Baring Blvd in Sparks, Nevada. The expert recommended that SPARKS modify two of the crosswalks, lighting and install crosswalk RFB's on Baring Blvd in the area adjacent to Reed High School while eliminating two other existing crosswalks. Based upon the expert's recommendations SPARKS, is undertaking the modifications to Baring Blvd.

2.4 WCSD has agreed to reimburse SPARKS for fifty percent (50%) of the actual total costs associated with the Baring Blvd Project as defined in Exhibit A attached hereto and incorporated herein.

### **3) RIGHTS & DUTIES**

3.1 SPARKS

3.1.1 SPARKS will in conformance with Nevada Revised Statutes and Sparks Municipal Code submit this capital improvement project for bid and award. The contractor awarded the bid will perform the Services and complete the Project as

described in Exhibit A and submit invoices to SPARKS. SPARKS will review and verify the invoices. SPARKS will then submit the approved invoices for reimbursement to WCSD.

3.1.2 SPARKS will, through its designated representative, provide to WCSD information requested relating to any invoice submitted for payment including but not limited to Project expenditures and itemized invoices at the completion of the project.

3.1.3 SPARKS has issued a construction contract for this scope of work in the amount of \$185,600.00.

### 3.2 WCSD

3.2.1 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, WCSDs' representative shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.2 The total amount of invoices to be paid by WCSD pursuant to this Agreement shall not exceed fifty percent (50%) of the total actual costs of the project.

3.2.3 It is anticipated that WCSD's 50% share of this contract cost will not exceed \$92,800.00, unless agreed to by the parties in writing.

## 4) INDEMNIFICATION

4.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 The Parties further agree, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of

another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees.

**5) MISCELLANEOUS PROVISIONS**

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event a party fails to appropriate or budget funds for the purposes as specified in this Agreement, SPARKS and WCSD hereby consents to the termination of this Agreement. In such event, the terminating party shall notify the other in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event any Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or in such action or proceeding shall reimburse the prevailing Party therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or

unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party (by personal delivery to an officer or authorized representative of a corporate Party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To SPARKS: Jon R. Ericson, City Engineer  
431 Prater Way  
Sparks, NV 89431

To WCSD: Pete Etchart, Chief Operations Officer  
14101 Old Virginia Road  
Reno, NV 89521

5.9 This Agreement is effective upon the date the last signing Party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY OF SPARKS


Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

By \_\_\_\_\_  
RONALD E. SMITH, MAYOR

ATTEST:

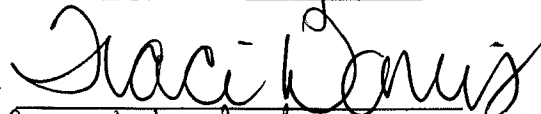
\_\_\_\_\_  
Sparks City Clerk

APPROVED AS TO FORM:

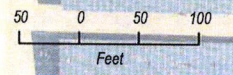
  
Sparks City Attorney

WASHOE COUNTY SCHOOL DISTRICT

Dated this 13 day of May, 2019

By   
Superintendent, WCSD

# Baring Blvd Safety Project



Reed High School

Baring Village Shopping Center

BARING BLVD

SORENSEN WAY

Install Type 5 Electrical Pullbox

(2) - 3" Electrical Conduit

Install Meter Pedestal 100 Amp

Remove Yield Striping

R & R Driveway

R & R Landscape (TYP.)

Remove Yield Striping

Remove Crosswalk Striping & Signing (Both Directions)

Install Type 5 Electrical Pullbox

Install RRFB System  
Signing (Side & Overhead)  
RRFB (Side & Overhead)  
Type 35 Pole  
Mast Arm  
20 LUX LED Light Fixture  
Pedestrian Push Button

Install RRFB System  
Signing (Side & Overhead)  
RRFB (Side & Overhead)  
Type 35 Pole  
Mast Arm  
20 LUX LED Light Fixture  
Pedestrian Push Button

Remove Yield Striping

R & R Crosswalk Striping

Gate to be locked by WCSD

Remove Ramp  
Replace C & G, Sidewalk

Remove Yield Striping

Remove Crosswalk Striping & Signing (Both Directions)

Install Type 5 Electrical Pullbox

Install Type 5 Electrical Pullbox

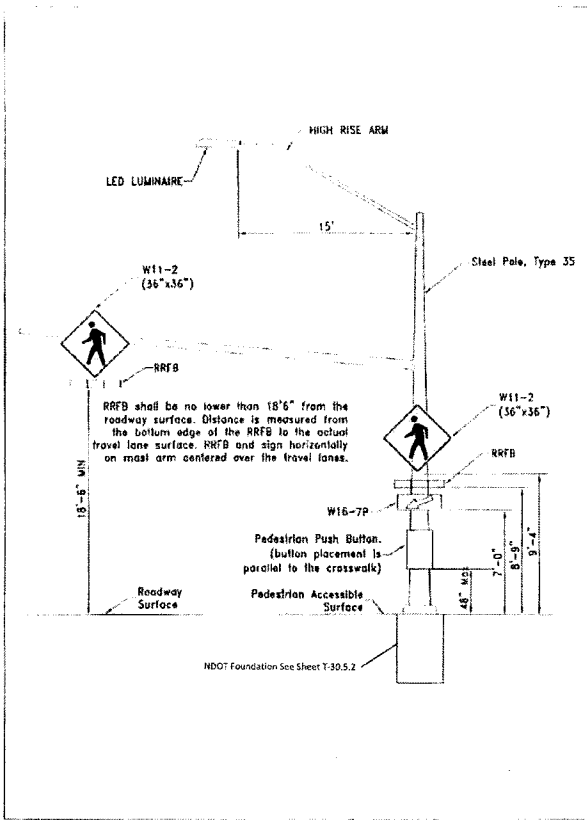
(2) - 3" Electrical Conduit

Install RRFB System  
Signing (Side & Overhead)  
RRFB (Side & Overhead)  
Type 35 Pole  
Mast Arm  
20 LUX LED Light Fixture  
Pedestrian Push Button

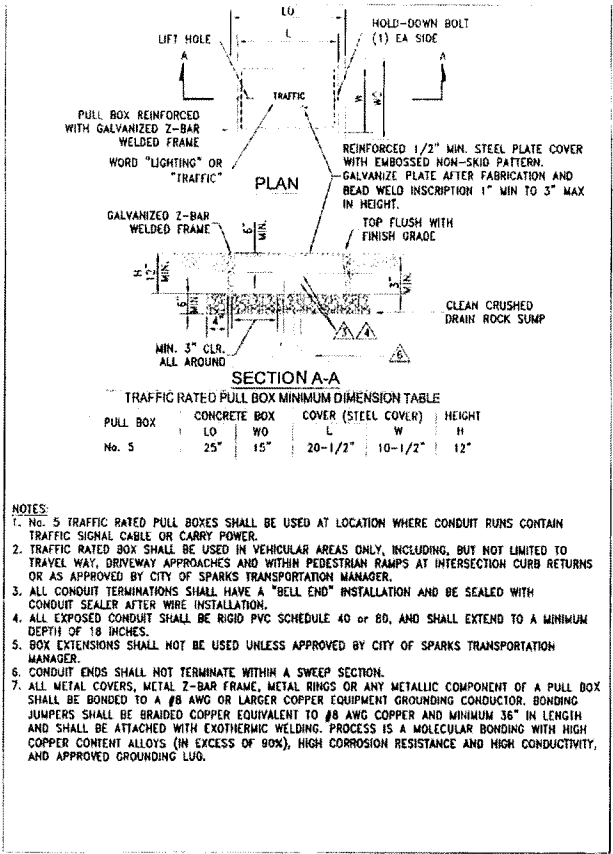
Install RRFB System  
Signing (Side & Overhead)  
RRFB (Side & Overhead)  
Type 35 Pole  
Mast Arm  
20 LUX LED Light Fixture  
Pedestrian Push Button

R & R Crosswalk Striping

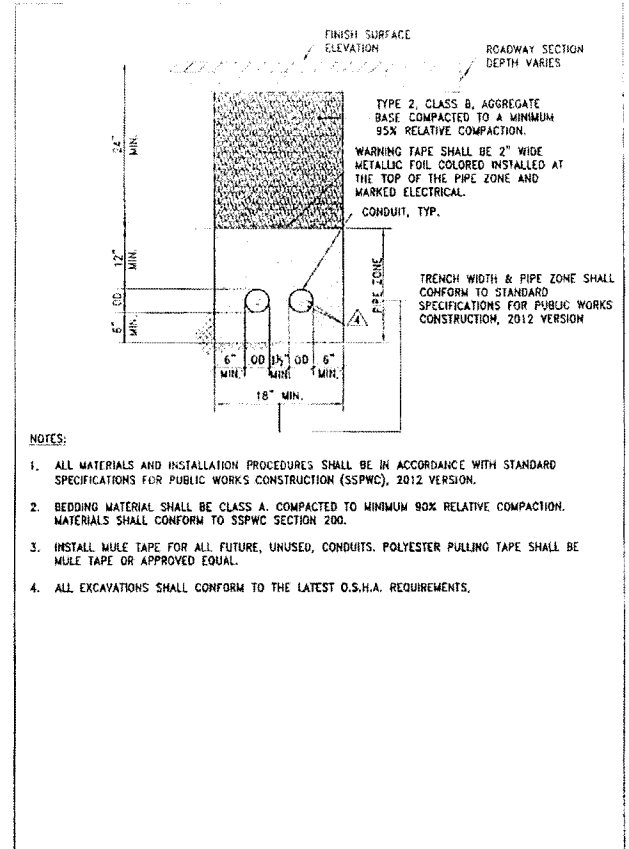
EXHIBIT A



RRFB Detail



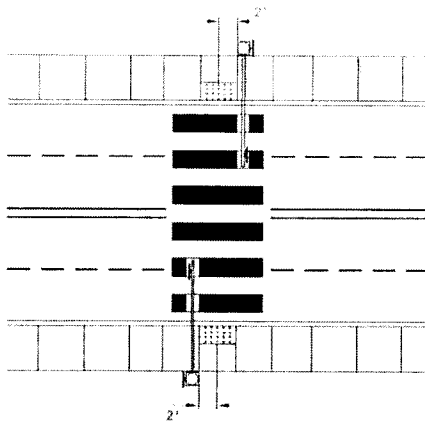
Pull Box Detail



Trenching Detail

**NOTES**

1. Locate RRFB vertically on mast arm no lower than 38 feet 6 inches from the roadway surface. Distance is measured from the bottom edge of the RRFB to the actual travelway surface. Locate RRFB and sign horizontally on mast arm centered over the travel lanes.
2. RRFB must include a pedestrian indication side flasher that faces crosswalk.
3. See sheet T-31.5.2 for connection and base plate details.
4. See sheet T-30.5.2 for foundation details.
5. Install push button on side of pole facing pedestrian ramp.



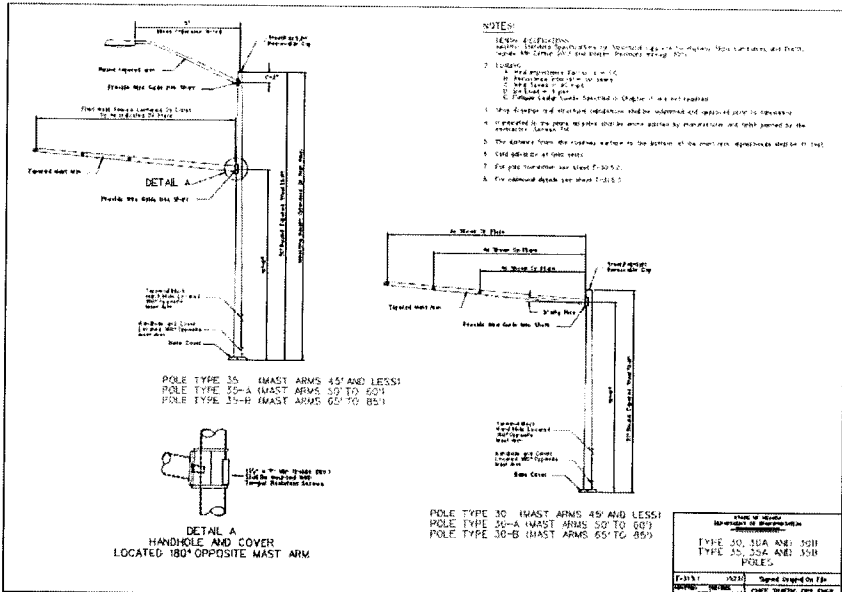
FRONT FACE OF PEDESTRIAN  
PUSH BUTTON

Size Dimensions to be per MUTCD

RRFB Placement Detail

Pedestrian Push Button Detail





- NOTES:**
1. See specifications for material and finish.
  2. Lubricate.
  3. The distance from the center of the handhole to the center of the mast arm shall be as shown.
  4. The distance from the center of the handhole to the center of the mast arm shall be as shown.
  5. The distance from the center of the handhole to the center of the mast arm shall be as shown.
  6. The distance from the center of the handhole to the center of the mast arm shall be as shown.
  7. The distance from the center of the handhole to the center of the mast arm shall be as shown.
  8. The distance from the center of the handhole to the center of the mast arm shall be as shown.

