

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR REIMBURSEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY of Sparks, Nevada**, (hereinafter called “**CITY**”) and the **Regional Transportation Commission**, (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, **RTC** is undertaking a project, referred to as Sparks Consolidated 19-01 Project for the purpose of rehabilitating portions of El Rancho Drive, 15<sup>th</sup> Street, Franklin Way, and Hulda Ct.

WHEREAS, the **CITY** desires to construct specific improvements, (hereinafter called “**IMPROVEMENTS**”), described as rehabilitation of portions of storm drain infrastructure, portions of sewer infrastructure and surface improvements related to utility work, that are within and/or adjacent to the **PROJECT**. The **IMPROVEMENTS**, as requested by the **CITY**, are described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, **RTC** is willing to incorporate the **IMPROVEMENTS** into the **PROJECT** drawings, details, and specifications 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 provide drawings, details and specifications, and construction, including but not limited to, inspection, quality assurance testing, administration and **PROJECT** management of the **IMPROVEMENTS**. Drawings, details and specifications for the **IMPROVEMENTS** shall be subject to review and approval by the **CITY**.
2. To prepare solicitation documents for the **PROJECT** that include the **IMPROVEMENTS** and, following receipt of bids, award a construction contract in accordance with Chapter 338 of Nevada Revised Statutes.
3. To provide **CITY**, upon determination of the apparent low bidder, the total cost of the **IMPROVEMENTS**, including, without limitation, the costs incurred to incorporate the **IMPROVEMENTS** in the **PROJECT** drawings, details and specifications and those costs reasonably incurred during construction. This amount shall not be exceeded unless the **CITY** agrees that the actual quantity of the **IMPROVEMENTS** exceeds the estimated quantity of the **IMPROVEMENTS** or the parties mutually agree to an additional sum.

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 execute change orders upon written approval from the **CITY** or its authorized agents.
6. To invoice the **CITY** at the completion of the **PROJECT**, for the actual costs associated with the **IMPROVEMENTS** not to exceed the awarded bid amount unless otherwise agreed to by the Parties..

**CITY AGREES:**

1. To provide an initial determination of the **IMPROVEMENTS** for estimation of the costs of the **IMPROVEMENTS** and the costs for incorporation of the **IMPROVEMENTS** into the drawings, details and specifications prepared by **RTC** and its agents.
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 **RTC** and its agents to construct **IMPROVEMENTS** in accordance with the drawings, details, and specifications.
4. To direct all questions or requests pertaining to the **IMPROVEMENTS** to the **RTC** Project Manager and designate a representative to assist **RTC** Project Manager in the administration of all issues relating to the **IMPROVEMENTS**.
5. To timely review and provide **RTC** Project Manager with prompt input relating to the approval, modification or disapproval of contract change orders related to the **IMPROVEMENTS** and to reimburse the **RTC** for costs that result from the approved contract change orders. For purposes of this Agreement, actual costs include, but are not limited to, additional engineering, inspection, testing, change orders and compensable delays caused by conditions related to such change orders.
6. To reimburse the **RTC** for actual costs it incurs that are directly related to the inclusion of constructing the **IMPROVEMENTS** in the **PROJECT**. The reimbursable costs include, but are not limited to, those costs reasonably incurred during construction as described in Exhibit A attached.
7. That the costs of the **IMPROVEMENTS**, including those referred to in item 6 above, are estimated (see Exhibit A attached) and that the **CITY** will reimburse **RTC** for all actual costs. The amount in Exhibit A amount shall not be exceeded unless the **CITY** agrees that the actual quantity of the **IMPROVEMENTS** exceeds the estimated quantity of the **IMPROVEMENTS** or the parties mutually agree to an additional sum.
8. To remit payment within thirty (30) calendar days following receipt of an invoice from **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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY: John Martini  
{Sparks} Assistant City Manager  
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 Chief Legal Counsel

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

**REGIONAL TRANSPORTATION COMMISSION**

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

State of Nevada     )  
  )  
County of Washoe    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, \_\_\_\_\_ of the Regional Transportation Commission.

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

**CITY OF SPARKS**

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

Mayor

ATTEST:

**SPARKS CITY CLERK**

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

Approved as to Form

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

**EXHIBIT A**

Description of IMPROVEMENTS:

Storm drain and sewer rehabilitation work as requested by the City of Sparks. Includes surface overlay work related to sewer rehabilitation.

Estimated costs of IMPROVEMENTS:

Construction:	\$230,000.00
TOTAL ESTIMATED AMOUNT:	\$230,000.00

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