

**INTERLOCAL AGREEMENT WITH THE CITY OF SPARKS  
FOR REIMBURSEMENT TO THE CITY OF RENO FOR  
THE 2013 SEWER REHABILITATION - PHASE II**

This Interlocal Agreement for the 2013 Sewer Rehabilitation - Phase II (“Agreement”) is made and entered in to this \_\_\_\_\_ day of February, 2013 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 the 2013 Sewer Rehabilitation Phase II which involves the rehabilitation 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 Interceptors under the terms of the Truckee Meadows Water Reclamation Facility Agreement dated March 24, 1980 incorporated herein by reference;

**WHEREAS**, the City of Reno is responsible for rehabilitation of the jointly owned Reno/Sparks Interceptor and the City of Sparks has agreed to allow the City of Reno’s contractor to rehabilitate the jointly owned interceptor and to reimburse the City of Reno for reasonable costs of the rehabilitation of the Reno/Sparks Interceptor, 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 2013 Sewer Rehabilitation - Phase II Project the bidding and rehabilitation of the portion of the Reno/Sparks Interceptor located in Sparks, Nevada (2013 Sewer Rehabilitation - Phase II referred to as the “Project”);

1.2 The City of Reno's Contractor will perform all work on the Project. The City of Reno shall competitively bid the Project in accordance with Chapter 338 of the Nevada Revised Statutes.

1.3 City of Reno shall provide City of Sparks with Sanitary Sewer Project details and specifications as reasonably requested.

1.4 City of Reno shall include in the bid documents the Reno/Sparks Interceptor Rehabilitation and require the Contractor to construct, install and perform all work on the Reno/Sparks Interceptor Rehabilitation Project. City of Reno shall require Contractor to name the City of Sparks as an additional insured on all insurance policies maintained by Contractor on the Project and shall require Contractor to furnish and name the City of Sparks as an additional beneficiary on a Performance Bond and a Payment Bond (each bond equal to 100% of the Bid Price for the Reno/Sparks Interceptor Rehabilitation), covering the faithful performance of the contract, the payment of all obligations arising thereunder and completion of the Reno/Sparks Interceptor Rehabilitation Project.

1.5 City of Reno shall provide engineering quality assurance for the project. Expenses shall be proportioned in accordance with the terms of this agreement.

1.6 The City of Reno shall diligently prosecute the project 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 project without the City of Sparks' prior written consent. The City of Reno shall coordinate all work related to the project with the City of Sparks.

1.7 The City of Reno shall permit and shall require the Contractor to permit City of Sparks' officers, employees, or authorized agents to observe any of the Reno/Sparks Interceptor Rehabilitation Project. City of Reno shall take such action necessary to insure the Contractor 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 Project Manager.

1.8 City of Sparks or its authorized agents shall have the right to review and approve contract change orders. City of Reno shall not execute or approve change orders on the Reno/Sparks Interceptor Rehabilitation Project without written approval from City of Sparks or its authorized agents.

City of Reno shall invoice City of Sparks monthly for the actual City of Sparks authorized shared costs of the work associated with the Reno/Sparks Interceptor Rehabilitation Project;

1.9 All City of Reno invoices shall include supporting documentation reasonably acceptable to City of Sparks.

1.10 Upon completion of the Project and when payment from the City of Sparks to City of Reno has been received, City of Reno shall deliver to City of Sparks all records and data collected for the Project.

## **2. CITY OF SPARKS RIGHTS AND OBLIGATIONS**

2.1 City of Sparks will designate in writing a Project Manager as the sole responsible contact to assist the City of Reno Project Manager 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 the Project 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 of the City of Sparks' share of the Reno/Sparks Interceptor Rehabilitation for the Project shall not exceed \$446,512.00 unless otherwise agreed to by the Parties in writing.

2.4 City of Sparks shall provide City of Reno with its approval and/or comments to any proposed changes in the project within five 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, 8<sup>th</sup> Floor  
Reno, NV 89501  
(775) 657-4635

City of Sparks: Andrew Hummel, P.E., S.W.R.S.  
Utility Manager  
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 FORM

By: \_\_\_\_\_  
Deputy City Attorney

CITY OF SPARKS

ATTEST:

By: \_\_\_\_\_  
Geno Martini, Mayor

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Sparks City Attorney