

FIBER OPTIC USE  
INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into on \_\_\_\_\_, 2016, by and between the City of Sparks (hereinafter "SPARKS"), and the Regional Transportation Commission of Washoe County (hereinafter "RTC").

WHEREAS, agreements between public entities are authorized under Chapter 277.180 of the Nevada Revised Statutes for the work described herein; and

WHEREAS, RTC has developed an ITS Pilot Project (RTC Project # 247002, PWP# WA-2016-101) (hereinafter called "Project") to fund installation of fiber optic communication infrastructure within the SPARKS jurisdictional Boundaries; and

WHEREAS, RTC has entered into an Agreement with the Nevada Department of Transportation (hereinafter "NDOT") for use of existing fiber optic cable within NDOT right of way; and

WHEREAS, SPARKS owns, operates, and maintains the traffic signal central system, individual traffic signals and field signal timing plans; and

WHEREAS, SPARKS supports utilization of its Staff for work associated with Project; and

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:

A. RTC agrees to:

Allocate previously installed fiber optic within NDOT right of way for SPARKS's use for non-emergency communication to traffic operations related equipment.

B. SPARKS agrees to:

1. Only use fiber optic cable for non-emergency communications to traffic operations related equipment.
2. To retain ownership and maintenance responsibilities for the improvements consisting of the ITS equipment installed as part of the Project within Sparks's right of way.

C. It is mutually agreed that:

1. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
2. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
3. Communications/notices required pursuant to this Agreement shall be as follows:

If to SPARKS: John Martini, Community Services Director  
c/o Jon Ericson, City Engineer  
City of Sparks  
431 Prater Way  
Sparks, NV 89431

If to RTC: Lee G. Gibson, Executive Director  
c/o Blaine Petersen, Project Manager  
Regional Transportation Commission  
1105 Terminal Way, Suite 108  
Sparks, NV 89502

4. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
5. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
6. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
7. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
8. 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. 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 attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

CITY OF SPARKS

By   
Neoma Jardon, RTC Board Chair

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

APPROVED AS TO LEGALITY AND FORM:

  
Dale Ferguson, Esq.

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Teresa Gardner, City Clerk

State of Nevada  
County of Washoe

This instrument was acknowledged before me on May 20, 2016, by Neoma Jardon as Chair of the Regional Transportation Commission of Washoe County.

  
Notarial Officer

