

TRAFFIC SIGNAL TIMING
INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into on _____, 2017, by and between the City of Reno (hereinafter "RENO"), 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 a Signal Timing Improvement Project (hereinafter called "Project") to fund improved signal timing within the RENO jurisdictional Boundaries; and

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

WHEREAS, The Project has funds available to reimburse RENO Staff for work associated with the Project; and,

WHEREAS, RENO supports utilization of its Staff on a reimbursable basis 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:

1. Create the Project Management Team (PMT) with a RENO representative to: oversee the selection of up to one hundred (100) traffic signals located with the RENO boundaries for review; review the design of revised signal timing and assist with the implementation of field signal timing.
2. Reimburse RENO for not more than \$50,000.00 for Staff time associated with the Project.
3. Reimburse Reno monthly for eligible invoiced Project costs within thirty (30) days of receiving invoices from RENO.

B. RENO agrees to:

1. Assign a designee to represent RENO on the Project Management Team (PMT).
2. Invoice the RTC for actual Project staff costs incurred during the performance period of the Agreement for RENO personnel based on rates established on Attachment A.
3. Invoice the RTC no later than January 31, 2019, for final billing of Project eligible costs.
4. Attend regular PMT meetings.

5. As work progresses on the Project, RENO shall provide the PMT with monthly invoices for payment of eligible costs for the Project. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total agreed upon amount.
6. To provide to the RTC all reporting and project documentation, as necessary for financial management.
7. To retain ownership and maintenance responsibilities for the improvements consisting of the implemented signal timing as part of the Project.
8. Maintain all records and documents relating to the Project for at least three (3) years after final payment has been received, and to make the records available for inspection by representatives of RTC upon request.

C. It is mutually agreed that:

1. The performance period of this Agreement is January 1, 2018 to December 31, 2018. No reimbursement shall be made for work accomplished outside the performance period.
2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.
3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.
4. Communications/notices required pursuant to this Agreement shall be as follows:

If to RENO: John Flansberg, P.E., Director of Public Works
 c/o Steve Bunnell, P.E., Traffic Engineer
 City of Reno
 P.O. Box 1900
 Reno, NV 89505

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

5. 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.

6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
8. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
9. 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.
10. 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 RENO

By _____
Ron Smith, RTC Board Chair

By _____
Hillary L. Schieve, Mayor

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO FORM:

Dale Ferguson, Esq.

Deputy City Attorney

ATTEST:

Ashley D. Turney, City Clerk

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____, 2017, by Ron Smith as Chair of the Regional Transportation Commission of Washoe County.

Notarial Officer

ATTACHMENT A

Rates

<u>Description</u>	<u>Hourly Rate</u>
Traffic Engineer	\$89.21
Associate Civil Engineer	\$79.38
Traffic Signal Technician	\$58.68