

Item # 4-3

**City of Carson City
Agenda Report**

Date Submitted: October 19, 2006

Agenda Date Requested: November 2, 2006

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works Department

Subject Title: Action to re-approve an agreement by and between Carson City and Lyon County for technical support and maintenance of the NDOT traffic signal at the intersection of Highway 50 and Dayton Valley Road and associated lighting.

Staff Summary: This is re-approval of the agreement brought to the Board of Supervisors on September 2, 2004. At the time of the approval, Attachments A and B were left out (labor and equipment costs). By re-approving this agreement, Carson City will provide services and maintenance of the NDOT traffic signal at the intersection of Highway 50 and Dayton Valley Road and associated lighting for pedestrian and vehicular safety. The agreement will be effective from the date of the last approving official and will expire on June 30, 2010.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Status Report)

Does This Action Require A Business Impact Statement: ☐ Yes (XX) No

Recommended Board Action: I move to re-approve an agreement by and between Carson City and Lyon County for technical support and maintenance of the NDOT traffic signal at the intersection of Highway 50 and Dayton Valley Road and associated lighting.

Discussion: The previous agreement was valid until June 30, 2008, however neither party was in possession of Attachment A or Attachment B, the agreed upon equipment and labor costs to be applied during a response by Carson City. The attachments have been updated to reflect current operating costs. By re-approving this agreement, Carson City will provide services and maintenance of the NDOT traffic signal at the intersection of Highway 50 and Dayton Valley Road and associated lighting for pedestrian and vehicular safety.

Fiscal Impact: Minimal Revenue

Funding Source: N/A

Explanation of Impact: N/A

Alternatives: Do not approve.

Prepared By: Ken Arnold, Senior Public Works Operations Chief

Reviewed By: Andrew Burnham Date: 10/23/06

Concurrences: Michael T. Chyle Date: 10-23-06

Thull Alphonse Date: 10-23-06

Date: 10-23-06

Board Action Taken:

Motion: _____
1) _____ Aye/Nay
2) _____

(Vote Recorded By)

INTERLOCAL AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2006, by and between the Lyon county, a political subdivision of the State of Nevada, hereinafter called COUNTY, and Carson City, a political subdivision of the State of Nevada, hereinafter called CITY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contain in Chapter 277 of the Nevada Revised Statutes, County for such technical and maintenance services that may be required; and

WHEREAS, pursuant to the provisions contained in Chapter 277.180 of the Nevada Revised Statutes, the parties are authorized to enter into agreements to perform a service, activity or undertaking which a public agency is authorized by law to perform; and

WHEREAS, the purpose of this agreement is for City to provide certain technical support and maintenance services for the NDOT signal at the intersection of Hwy 50 and Dayton Valley Road, and;

WHEREAS; the maintenance and technical assistance related to the lighting system will enhance safety for pedestrian and vehicular traffic; and

WHEREAS, this agreement will be of benefit to the County and to the people of the State of Nevada; and

WHEREAS; the City is willing and able to perform the services described herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

CITY AGREES:

1. To provide technical support and maintenance services as follows:
 - 1.1 Monthly inspections of the traffic control equipment and cabinet.

- 1.2 Bi-annual service of the signal heads, including replacement of all light bulbs, and worn parts.
- 1.3 Monitor and adjust signal timing as needed to control traffic flow.
2. To perform such other functions and duties related to the signal as directed by County.
3. City agrees to provide a monthly billing statement to County detailing the work done and the amount due. City agrees to provide additional documentation supporting any charges if requested by County.
4. City agrees to get prior written approval from the County Road Division Manager prior to performing more than five hundred dollars (\$500.00) in services in any one month and prior to expending five hundred dollars (\$500.00) on any part to repair or maintain the signal.

COUNTY AGREES:

1. To observe and review work with the understanding that all items of concern are to be reported by City to the Road Division Manager.
2. County agrees to pay City for the services provided hereunder at the hourly rate in effect by City at the time the services are performed. The present hourly rates are attached hereto as Exhibit "A" and incorporated by this reference. The parties agree that County shall pay the rates in effect at the time the service is provided, including any increase imposed by lawful action of City, provided that any annual increase shall not exceed 5%.
3. County agrees to pay for all parts installed by City as part of the routine maintenance. City shall get prior written approval from County Road Division Manager prior to installing any part costing more than five hundred dollars (\$500.00)
4. County shall make payment within forty-five (45) days of receipt of invoice from City.
5. County agrees to provide the necessary traffic control as required, when working in the roadway.
6. County agrees to provided the maintenance, repairs, and replacement to the luminaires and signal poles.

IT IS MUTUALLY AGREED

7. The term of this agreement is four (4) years from July 1, 2006 through June 30, 2010. The agreement shall be automatically renewed for a period of two (2) years, unless either party within thirty (30) days prior to the termination notifies the other in writing that the agreement shall not be renewed.
8. Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Each party agrees to perform their respective duties hereunder until the date of termination.
9. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.
10. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR CITY: Patrick Pittenger
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
(775) 887-2355

FOR COUNTY: Gary Fried
Lyon County Road Division Manager
18A Hwy. 95A North Yerington, NV 89447
(775) 463-6552

5. To the fullest extent or NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
8. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
9. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.
10. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.
11. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

12. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
13. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.
14. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
15. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payments under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
16. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
17. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement.
18. Any future modification to the above lighting system shall be covered by this Agreement and approval shall be indicated by letter and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

LYON COUNTY, NEVADA

Mayor - Marv Teixeira
Board of Supervisors

Title: Chairman
Board of Commissioners

Attest:

Attest:

City Clerk

Clerk

Approved as to Legality & Form:

Approved as to Form

Attorney

Attorney

INTERLOCAL CONTRACT BETWEEN CARSON CITY AND LYON COUNTY FOR
CARSON CITY TO PROVIDE SOME MAINTENANCE SERVICES AND TECHNICAL
SUPPORT TO THE TRAFFIC SIGNAL AT HIGHWAY 50 AND DAYTON VALLEY ROAD
IN DAYTON NEVADA

ATTACHMENT A

Hourly rates for Signal Maintenance Personnel as of 9/1/06:

Salary plus overhead = \$45.80 per hour.

INTERLOCAL CONTRACT BETWEEN CARSON CITY AND LYON COUNTY FOR
CARSON CITY TO PROVIDE SOME MAINTENANCE SERVICES AND TECHNICAL
SUPPORT TO THE TRAFFIC SIGNAL AT HIGHWAY 50 AND DAYTON VALLEY ROAD
IN DAYTON NEVADA

ATTACHMENT B

Current hourly rate for use of Carson City service vehicle and/or equipment

Vehicle ID 5419 = \$12.41

Vehicle ID 6600 = \$41.21

AGREEMENT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 2, 2006 re-approved the Agreement by and between Carson City and Lyon County for Technical Support and Maintenance of the NDOT Traffic Signal Grant of Easement for Overhead Electrical Distribution and Communication to Sierra Power Company. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this agreement in accordance with the action taken.

CARSON CITY, NEVADA

MARV TEIXEIRA, MAYOR

DATED this 2nd day of November, 2006.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 2nd day of November, 2006.

*** * * END OF DOCUMENT * * ***