

**City of Carson City
Agenda Report**

Date Submitted: January 3, 2013

Agenda Date Requested: January 16, 2013

Time Requested: 5 Minutes

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to adopt Resolution No.____, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and The Nevada Commission for the Reconstruction of the V & T Railway which provides for Carson City to maintain lighting systems for the Highway 50 Overcrossing Bridge in Carson City. (Burnham).

Staff Summary: This agreement provides for Carson City personnel to provide to the V & T Commission services for the maintenance of lighting systems for the Highway 50 Overcrossing Bridge in Carson City and sets forth the method of payment for the service.

Type of Action Requested: (check one)
(XXX) Resolution () Ordinance
() Formal Action/Motion () Other

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

Recommended Board Action: I move to adopt Resolution No._____, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and The Nevada Commission for the Reconstruction of the V & T Railway which provides for Carson City to maintain lighting systems for the Highway 50 Overcrossing Bridge in Carson City.

Explanation for Recommended Board Action: This agreement provides for Carson City personnel to provide to the V & T Commission services to maintain lighting systems for the Highway 50 Overcrossing Bridge in Carson City and sets forth the method of payment for the services.

Applicable Statue, Code, Policy, Rule or Regulation: NA

Fiscal Impact: Minimal impact and minimal revenue.

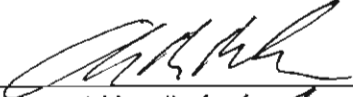
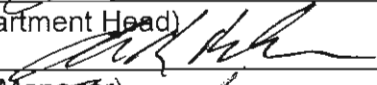
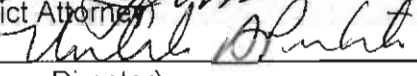
Explanation of Impact: Minimal impact and minimal revenue.

Funding Source: Streets Fund.

Alternatives: Do not approve and direct staff otherwise.

Supporting Material: Resolution and Interlocal Agreement between Carson City and The Nevada Commission for the Reconstruction of the V & T Railway.

Prepared By: Andrew Burnham, Public Works Director

Reviewed By:  Date: 1-7-14
(Department Head)
 Date: 1-7-14
(City Manager)
 Date: 1/7/14
(District Attorney)
 Date: 1/7/14
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NEVADA COMMISSION FOR THE RECONSTRUCTION OF THE V & T RAILWAY AND CARSON CITY TO PROVIDE LIGHTING MAINTENANCE SERVICES FOR THE HIGHWAY 50 BRIDGE IN CARSON CITY

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Interlocal Agreement between the Nevada Commission for the Reconstruction of the V & T Railway and Carson City for providing Lighting Maintenance Services, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and

WHEREAS, both parties to the Interlocal Agreement between the Nevada Commission for the Reconstruction of the V & T Railway and Carson City are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement between the Nevada Commission for the Reconstruction of the V & T Railway and Carson City for providing Lighting Maintenance Services are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement between the Nevada Commission for the Reconstruction of the V & T Railway and Carson City for providing Lighting Maintenance Services shall be spread at large upon the minutes or attached in full thereto as an exhibit.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of 2014 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST: _____
Alan Glover, Clerk -Carson City, Nevada

INTERLOCAL AGREEMENT FOR V & T LIGHTING MAINTENANCE

This Interlocal Agreement for Lighting Maintenance (the "Agreement"), dated this _____ day of _____, 2014, is entered by and between Nevada Commission for the Reconstruction of the V & T Railway, a political subdivision of the State of Nevada, hereinafter called COMMISSION, and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter called CITY. COMMISSION and CITY are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include counties, unincorporated towns, special districts, and consolidated municipalities, and CARSON CITY and Nevada Commission for the Reconstruction of the V & T Railway are public agencies under that definition; and

WHEREAS, pursuant to NRS 277.180 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 technical maintenance support to the Commission for maintenance of lights; and

WHEREAS, this Agreement will be of benefit to the COMMISSION and CITY residents; and

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

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

IT IS MUTUALLY AGREED:

1. The term of this Agreement is from February 1, 2014 through June 30, 2016. The Agreement shall be renewed automatically for a period of two (2) years, unless either Party provides written notice that it does not intend to renew the Agreement at least thirty (30) days prior to the termination date of June 30, 2016.

2. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party
3. CITY shall furnish qualified personnel, resources, and equipment to provide maintenance of the lighting system on the Highway 50 V & T bridge structure owned by the COMMISSION. The lighting system includes a service pedestal, two breakaway type seven luminaries, four lights mounted under the bridge, twelve sign lights, related wiring, pull boxes and conduit. CITY shall only be responsible for electrical system maintenance and not the bridge structure. The lighting system shall be incorporated into the CITY's preventative maintenance program and will include quarterly night-time inspections and annual inspections. COMMISSION will pay to CITY a fee based on CITY's standardized billing schedule for labor and equipment for the lighting maintenance plus any expenses incurred by CITY. Traffic control shall also be an expense if required. COMMISSION shall pay CITY within forty-five (45) days of CITY providing an invoice to COMMISSION.
8. Requests for assistance outside of routine maintenance shall be made to the Public Works Director of CITY or his designee.
9. This Agreement constitutes the entire agreement of the Parties and as such, is intended to be 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 each Party's respective counsel.
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: Andrew Burnham
Public Works Director
3505 Butti Way
Carson City, Nevada 89701
(775) 887-2355
Aburnham@carson.org

FOR COMMISSION: Michael Smiley Rowe
General Counsel
1638 Esmeralda Ave.
Minden, NV 89423
Michael@rowehales.com

Ken Dorr, PE
Manhard Consulting, Ltd.
9850 Double R Blvd
Reno, NV 89521
kdorr@manhard.com

11. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others 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 or 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 an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.
12. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
14. 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.
15. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either COMMISSION or CITY arising from, or related to, this Agreement.

16. 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.
17. 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 remain 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.
18. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
19. 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.
20. 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 incurred, and reasonable attorney's fees and costs incurred by the prevailing Party.
21. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The Parties expressly waive any claim for punitive damages and understand that the remedy for any willful or intentional misconduct shall be remedied through the political process.
22. 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, acts 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.
23. 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.

24. Any future modification of the Mutual Aid Agreement shall be subject to the provisions covered by this Agreement and approval of such modifications shall be in writing and signed by a representative of each Party.

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

CARSON CITY, NEVADA

V & T COMMISSION, NEVADA

Mayor – Robert L. Crowell

Chairman Dwight C. Millard

Board of Supervisors

Nevada Commission for the
Reconstruction of the V & T Railway

Attest:

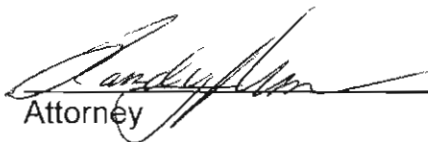
Subscribed and sworn to before me
this _____ day of January, 2014, by
Dwight C. Millard

City Clerk

Notary

Approved as to Legality & Form:

Approved as to Form:



Attorney

Attorney