

INTERLOCAL AGREEMENT FOR SIGNAL MAINTENANCE

This Interlocal Agreement for Signal Maintenance (the "Agreement"), dated this _____ day of _____, 2014, is entered by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter called COUNTY, and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter called CITY. COUNTY 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 and consolidated municipalities, and CARSON CITY and DOUGLAS COUNTY are public agencies under that definition; 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, pursuant to the provisions contained in Chapter 277 of the Nevada Revised Statutes, COUNTY may contract for such technical and maintenance services that may be required; and

WHEREAS, COUNTY and CITY have worked cooperatively with respect to signal maintenance since 2011; and

WHEREAS, the purpose of this Agreement is for CITY to provide certain technical support and maintenance services for traffic signals and related lighting systems located throughout COUNTY; and

WHEREAS, the maintenance and technical assistance related to the lighting systems 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 promises and of the mutual covenants herein contained, it is agreed as follows:

CITY AGREES:

LATE MATERIAL
MEETING DATE 6/5/14
ITEM # 8-3c

1. To provide technical support and maintenance services to COUNTY as follows (collectively, the "Traffic Control Systems"):
 - 1.1 Monthly inspections of traffic control systems, controllers, equipment, cabinets, and related electrical, electronic, and electromechanical devices.
 - 1.2 Annual service including safety monitor certification, cleaning of optical detection systems and aerial inspection of signal heads, including replacement of worn parts as needed.
 - 1.3 Monitor, calibrate, and adjust signal timing as needed to control traffic flow.
 - 1.4 Provide services including emergency call out services for repairs in accordance with a service and emergency response protocol as approved by COUNTY.
 - 1.5 Provide service as necessary for other lighting systems such as school flashers, pedestrian lighting, and street lights operated by COUNTY.
2. To perform such other functions and duties related to the signals and lighting systems as directed by COUNTY such as design review of signals.
3. CITY agrees to provide a monthly report to COUNTY detailing any work completed and number of labor hours provided to COUNTY. CITY agrees to provide additional documentation substantiating any work provided to COUNTY if requested by COUNTY. The Agreement is premised on an average of approximately 70 service hours per month excluding management hours. If the total overall hours of labor provided to COUNTY in any fiscal year exceed 860 hours then CITY may bill COUNTY for the excess service hours of labor at the rate of \$60.00 per hour.
4. CITY agrees to obtain prior approval from COUNTY prior to expending more than five hundred dollars (\$500.00) on any parts to repair or maintain a signal or lighting system. CITY will invoice COUNTY monthly for costs incurred for any parts.

COUNTY AGREES:

1. COUNTY agrees to pay CITY for the services provided hereunder at the annual rate of \$50,000 for the fiscal year beginning July 1, 2014 and ending June 30, 2019 (the "Annual Service Fee"). COUNTY shall pay City \$25,000 on or before July 31, 2014 and \$25,000 on or before January 31, 2015. COUNTY and CITY will, by April 1, each year review the costs of the labor and services provided to COUNTY and jointly agree on a new Annual

Service Fee for each successive fiscal year of this Agreement. COUNTY shall pay CITY half of the Annual Service Fee on or before July 31 and the other half of the Annual Service Fee on or before January 31 of each fiscal year. Any labor provided to COUNTY in excess of 860 service hours per year will be paid at the rate of \$60.00 per hour.

2. COUNTY agrees to pay for all parts installed by CITY as part of any routine maintenance. CITY shall obtain prior written approval from COUNTY prior to installing any part costing more than five hundred dollars (\$500.00). COUNTY additionally agrees to pay for the replacement of signal controllers as part of a planned upgrade of nine (9) signals during the course of the first six (6) months of this Agreement.
3. COUNTY shall make payment within forty-five (45) days of receipt of invoice from CITY.
4. COUNTY agrees to provide traffic control when CITY is working in the roadway if necessary or required.

IT IS MUTUALLY AGREED:

1. The term of this Agreement is five (5) years from July 1, 2014 through June 30, 2019. .
2. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Each Party agrees to perform their respective duties hereunder until the date of termination.
3. The parties agree that COUNTY will transfer the current COUNTY aerial bucket truck, 2001 Ford XL Super Duty Model F-550 truck, Vehicle Identification Number 1FDAF57F81ED80084 (the "Truck"), to CITY for the use of CITY to perform the maintenance services in consideration of Ten Dollars (\$10.00). CITY shall maintain the Truck in good operating condition at CITY's cost and will transfer the Truck back to COUNTY at the end of the term of this Agreement for Ten Dollars (\$10.00). **If the Truck reaches its useful life during the term of this Agreement, or the CITY determines it has become too expensive to maintain during the term of the Agreement, CITY will transfer the Truck back to COUNTY for Ten Dollars (\$10.00) and CITY shall become responsible for replacing the Truck.**
4. This Agreement constitutes the entire agreement of the Parties and as such is 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 each Parties respective counsel.

5. 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:

Darren Schulz
Public Works Director
3505 Butti Way
Carson City, Nevada 89701
(775) 887-2355
DSchulz@carson.org

FOR COUNTY:

Carl Ruschmeyer
Public Works Director
P.O. Box 218
Minden, NV 89423
cruschmeyer@co.douglas.nv.us

6. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the other Party's right to participate in any litigation, the other Party 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.

7. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
8. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
9. 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, except as specifically provided herein, during the course of this Agreement.
10. 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 COUNTY or CITY arising from, or related to, this Agreement.
11. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and will present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.
12. 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.
13. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
14. 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.
15. 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 attorneys' fees and costs incurred by the prevailing Party.

16. 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.
17. 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 a 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.
18. 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.
19. Any future modification of the 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

DOUGLAS COUNTY, NEVADA

Mayor – Robert L. Crowell
Board of Supervisors

Chairman –
Board of Commissioners

Attest:

Attest:

City Clerk

Clerk

Approved as to Form:

Approved as to Form:

Attorney

Attorney