

**Carson City Board of Supervisors  
Agenda Report**

**Date Submitted:** April 6, 2011

**Agenda Date Requested:** April 21, 2011  
**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Public Works

**Subject Title:** Action to approve an interlocal agreement between the City and NDOT whereby the City will allow NDOT to apply micro-surface paving and restripe Old Hot Springs Road (a City street) from the junction of Goni Road to the dead end at the I-580 grade separation, at no cost to the City. (Sharp)

**Staff Summary:** NDOT has an office on Old Hot Springs Road. NDOT workers every day walk along the roadway for exercise. The roadway is plenty wide enough, but not striped properly to allow designated bicycle/pedestrian walkways along the edges. There aren't any sidewalks along the roadway. The proposed micro-paving will obliterate the existing striping and create a nice smooth surface. The proposed new striping will result in a 6-foot wide bicycle/pedestrian lane along each side while still accommodating a full width traffic lane in each direction.

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

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve an interlocal agreement between the City and NDOT whereby the City will allow NDOT to apply micro-surface paving and restripe Old Hot Springs Road (a City street) from the junction of Goni Road to the dead end at the I-580 grade separation, at no cost to the City.

**Explanation for Recommended Board Action:** See staff summary above.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS Chapter 408; NRS 277.045 and 277.180.

**Fiscal Impact:** None to Carson City. The project will be performed by NDOT and funded 100% by State funds, estimated at \$35,000.

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** Do not approve the agreement.

**Supporting Material:** Interlocal Agreement.

**Prepared By:** Jeff Sharp, City Engineer

Reviewed By:   
(Public Works Director)

Date: 4-12-11

  
(City Manager)

Date: 4/12/11

  
(District Attorney)

Date: 4/12/11

Board Action Taken:

Motion: _____		Aye/Nay
	1) _____	_____
	2) _____	_____
	3) _____	_____
	4) _____	_____
	5) _____	_____

\_\_\_\_\_  
(Vote Recorded By)

INTERLOCAL AGREEMENT

This Agreement, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the city of Carson City; a political subdivision of the State of Nevada, hereinafter called the 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 contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the purpose of this Agreement is to micro-surface Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation; and

WHEREAS, the allowance of the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the CITY is willing to allow the services described herein.

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

ARTICLE I - CITY AGREES

1. To allow the DEPARTMENT to micro-surface and traffic stripe Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation, to allow for 6 feet of shoulders for pedestrian use due to lack of sidewalks, hereinafter called the PROJECT.
2. The continued ownership and maintenance of Old Hot Springs Road, shall remain with the CITY.

ARTICLE II - DEPARTMENT AGREES

1. To micro-surface Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation.
2. To restripe, for vehicular traffic, Old Hot Springs Road from the junction of Goni Road, to the dead end at the I-580 grade separation, after micro-surfacing operations are completed.

3. To fund 100% of PROJECT with State funds, estimated to be and not to exceed Thirty Five Thousand and NO/100 Dollars (\$35,000.00).

4. To establish and maintain a budget for the PROJECT. This budget will be maintained by the Maintenance and Operations Division of the DEPARTMENT, and all invoices shall be submitted to the Maintenance and Operations Division for approval and reimbursement.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the 31 day of August, 2011 or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The Parties shall not proceed with said work until a copy of this fully executed, signed by all individuals on the signatory lines below (hereinafter the "Final Execution Date"), Agreement is received. If either Party does commence said work prior to receiving copy of this fully executed Agreement or prior to the Final Execution Date, that Party shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the Parties shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Final Execution Date and/or Notice to Proceed. In the event either Party violates the provisions of this Section, that Party waives any and all claims and damages against the other Party, its employees, agents and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity.

4. The parties agree to allow each other to observe, and to inspect project construction in a timely manner which prevents PROJECT delay.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

6. 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 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 DEPARTMENT: Susan Martinovich, P.E., Director  
Attn.: Anita Bush, P.E., Assistant Chief Maintenance Engineer  
Nevada Department of Transportation  
Architecture, Maintenance and Operations Division  
1263 South Stewart Street