



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 15, 2018

Staff Contact: Casey Otto, COTTO@carson.org

Agenda Title: For possible action: To accept the State of Nevada, Department of Transportation interlocal agreement #P005-18-816, for Citation Writing Devices, printers and warranty . (Sheriff Furlong, kfurlong@carson.org)

Staff Summary: This interlocal agreement has been awarded by the State of Nevada, Department of Transportation and will be used to purchased sixty five Zebra TC75X hand held citation writing devices, sixty five Zebra ZQ520 citation printers and a five year warranty on all products.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to accept the State of Nevada, Department of Transportation interlocal agreement #P005-18-816, for the purchase of Citation Writing Devices and Printers, in the amount of \$173,196.

Board's Strategic Goal

Safety

Previous Action

N/A

Background/Issues & Analysis

Fatalities and injuries on roadways are a major concern for citizens and pedestrians both in Nevada and throughout the Nation. The Carson City Sheriff's Office as well as state and national entities, tracks citations and crashes through the Brazos-Tyler citation system. The current citation writing devices will no longer be supported by Windows as of June 2018. Equipment purchased with this funding will be used by the patrol division for enforcement of current laws for speeding, DUI, seatbelt use, cell phone use, distracted driving, registration, driver's license violations, other traffic related offenses, and all misdemeanor citations. The new devices will improve data collection and analysis. This agreement requires the up front purchases of all devices totaling \$173,196, then submitting for reimbursment of 95%(\$164,536), leaving a total match to the City of 5% or \$8660.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 275-0000-331.64-88

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

This grant requires a 5% match of the total purchase, which totals \$8,660.

Alternatives

No participation in agreement.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(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 Carson City acting by and through the Carson City Sheriff Office, hereinafter called "SUBRECIPIENT".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency, hereinafter called parties; 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 improve data collection and analysis; herein after called the PROJECT; and

WHEREAS, the Fixing America's Surface Transportation Act (FAST-Act) under (23 U.S.C. 148(a)(4)(B)(xiv), provides funding for non-infrastructure activities for the collection, analysis, and improvement of safety data.

WHEREAS, the guiding principles of the Nevada Strategic Highway Safety Plan (SHSP) is to integrate safety related type improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing safety issues on public roads; and

WHEREAS, the estimated cost of the PROJECT is One Hundred Seventy Three Thousand One Hundred Ninety Six and No/100 Dollars (\$173,196.00); and

WHEREAS, the PROJECT has been approved for Federal highway safety funding, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 by the Federal Highway Administration; and

WHEREAS, the services of the SUBRECIPIENT will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the SUBRECIPIENT is willing and able to perform 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 - SUBRECIPIENT AGREES

1. To perform the services as specified in the Scope of Services (SOS), hereinafter referred to as Attachment A, attached hereto and incorporated herein.
2. The dollar amount that the SUBRECIPIENT shall match is Eight Thousand Six Hundred Sixty and No/100 Dollars (\$8,660.00) which is five percent (5%) of the total project cost.
3. To invoice the DEPARTMENT monthly according to the SOS and budget. The invoice shall be one hundred percent (100%) of the cost incurred for every actual work performed. The DEPARTMENT will reimburse the SUBRECIPIENT ninety five percent (95%) of the one hundred percent (100%) total cost billed. The SUBRECIPIENT will provide supporting documentation to be audited that work performed conforms to the DEPARTMENT'S and the Federal Highway Administration's guidelines.
4. To coordinate with the DEPARTMENT's Coordinator, hereinafter called the "Coordinator" and provide information as needed to review the strategies implemented by the PROJECT which includes but not limited to the scope of services incorporated herein as outlined in Attachment A - Scope of Services, attached hereto and incorporated herein.
5. To keep in good standing the contract with state contracted vendor responsible for developing a program to accomplish the work specified in the SOS.
6. To advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to, meetings and interim reports. The SUBRECIPIENT shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, reports, and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.
7. The SUBRECIPIENT shall be responsible for conducting and certifying the pre-payment audit and maintaining the backup documents for the entities to which the SUBRECIPIENT sub-grants activities for the PROJECT pursuant to this Agreement. The pre-payment audit by the SUBRECIPIENT of the entities receiving such sub-grants shall contain an itemization of the payments made to the sub-grantee with corresponding descriptions including the reason for such payments and the entity's name who received the payments. It is expressly understood that the SUBRECIPIENT is responsible for payments deemed necessary by any subsequent audit findings of sub-grantees' payments.
8. The SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws and regulations.
9. The SUBRECIPIENT shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement.
10. The SUBRECIPIENT and all successors, executors, administrators, and assigns of the SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
11. No member, officer or employee of the SUBRECIPIENT during his or her tenure and for a period of one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE II - DEPARTMENT AGREES

1. The total project cost is One Hundred Seventy Three Thousand One Hundred Ninety Six and No/100 Dollars (\$173,196.00) which includes ninety-five percent (95%) federal funding in an amount not to exceed One Hundred Sixty Four Thousand Five Hundred Thirty Six and No/100 Dollars (\$164,536.00) and five percent (5%) SUBRECIPIENT funding in an amount not to exceed Eight Thousand Six Hundred Sixty and No/100 Dollars (\$8,660.00).
2. To reimburse the SUBRECIPIENT ninety five percent (95%) of the cost of one hundred percent (100%) of the actual total cost billed by the SUBRECIPIENT.
3. To establish and maintain a budget for the PROJECT. This budget will be maintained by the Traffic Safety Engineering Division of the DEPARTMENT, and all invoices shall be submitted to the Traffic Safety Engineering Division for approval and reimbursement.
4. To continue conducting the pre-payment audits and collect the necessary backup documentation for any expenditure directly made by the SUBRECIPIENT under this agreement. The DEPARTMENT and FHWA shall have access to such records of the SUBRECIPIENT as pertain to all matters arising under this Agreement, and the SUBRECIPIENT shall retain all records subject to audit, for three (3) years from the final voucher acceptance.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the September 30, 2018 or until the completion of the PROJECT, whichever occurs first.
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 written "Notice to Proceed" has been issued from the DEPARTMENT. If either party does commence said work prior to receiving said Notice to Proceed, 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 receipt of the 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 arising under the terms of this Agreement.
4. 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) calendar 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.
5. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by

the Nevada State Legislature and/or Federal sources. The DEPARTMENT may terminate this Agreement, and the SUBRECIPIENT waives any and all claim(s) for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or 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 by 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: Rudy Malfabon, P.E., Director
Attn.: Ken Mammen, P.E.
Nevada Department of Transportation
Traffic Safety Engineering Division
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775 888 7335
Fax: 775 888 7401
E-mail: kmammen@dot.nv.gov

FOR SUBRECIPIENT: Carson City
Carson City Sheriff Office
Kenny Furlong, Sheriff
911 E. Musser St.
Carson City, NV 89701
Office: (775) 887-2500
Fax: (775) 887-2026

7. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) 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 are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. 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 the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

9. The parties do 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 DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. 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.

11. To the fullest extent of 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 attorney's 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 service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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 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. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

13. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

16. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

18. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

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. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FHWA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the State district courts of the State of Nevada.

22. If an action or suit is brought for the recovery of any payment due under this Agreement, or for the breach of any provision of this Agreement, or for the interpretation of this Agreement, or an action to enforce this Agreement, the prevailing party shall be entitled to be paid by the losing party all costs incurred in connection with the suit or action, including reasonable attorney fees, whether or not the suit or action proceeds to judgment.

23. Should this Agreement be terminated by the SUBRECIPIENT prior to completion of the PROJECT, the SUBRECIPIENT will reimburse the DEPARTMENT for all costs incurred up to the point of Agreement termination, and all costs incurred by the DEPARTMENT because of the Agreement termination.

24. Any alteration considered extra work shall be addressed through an amendment to the Agreement. The amount and payment for extra work, as well as designation of responsibility for payment of such work, shall be specified in such amendment.

25. Any recipient or subrecipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

26. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status 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.

27. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the SUBRECIPIENT's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

28. Applicable Statutes found under Chapter 1, Title 23 United States Code and Regulations found under Title 49 Code of Federal Regulations must be followed by the SUBRECIPIENT. These references can be found at <http://www.access.gpo.gov>.

29. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw

materials.

30. This Agreement constitutes the entire agreement of the parties and 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 the Attorney General.

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

Carson City
Carson City Sheriff Office

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

Approved as to Legality & Form:

Title (Print)

Deputy Attorney General

Name (Print)

Title (Print)

Approved as to Form:

Attorney

ATTACHMENT A
Scope of Services

Carson City Sheriff Office (CCSO) Crash Data Collection Improvement

- Replace the law enforcement officers' devices use as they transition to state sponsored crash and citation software (please refer to attached list).
- After installation of the new hardware, the officers will quickly load software already written for these devices; and can write citation and respond to area crashes
- The data produce for the state will be completed and robust for decision making.

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
CBL-TC7X-USB1-01 / Zebra EVM, TC70, USB/Charge Cable-(req. addl. cables)	65	\$64	\$0	\$4,160	\$0	\$0	\$0
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	2	\$419	\$0	\$838	\$0	\$0	\$0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	2	\$15	\$0	\$30	\$0	\$0	\$0
PWR-BUA5V16W0WW / Zebra EVM, TC7X, Power Supply for Charging Cables	65	\$23	\$0	\$1,495	\$0	\$0	\$0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	2	\$57	\$0	\$114	\$0	\$0	\$0
CBL-DC-383A1-01 / Zebra EVM, US DC Line Cord for Charging Cables	65	\$3	\$0	\$195	\$0	\$0	\$0
Z1AE-TC70XX-5C00 / Zebra EVM, Warranty, TC70, 5 year	65	\$505	\$0	\$32,825	\$0	\$0	\$0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	2	\$8	\$0	\$16	\$0	\$0	\$0
50-16000-182R / Zebra EVM, US AC Line Cord, ungrounded	65	\$5	\$0	\$325	\$0	\$0	\$0
SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack	23	\$26	\$0	\$598	\$0	\$0	\$0
P1031365-024 / Zebra, ZQ500, Wall Charger	65	\$43	\$0	\$2,795	\$0	\$0	\$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	65	\$588	\$0	\$38,220	\$0	\$0	\$0
TC75EK-2MB22AB-US / Zebra EVM, TC75X, w/GMS	65	\$1,409	\$0	\$91,585	\$0	\$0	\$0
TOTAL:				\$173,196			\$0