

Regional Transportation Commission Meeting – July 13, 2026

Item 3 – Interlocal Agreement with Carson City Public Works for Annual Signal Maintenance

This supplemental material includes revisions to the proposed Interlocal Agreement for Annual Signal Maintenance.

The changes include:

- **Section 3:** Clarifies contract language by establishing a maximum of **\$5,000** for expenses and additional fees without prior written approval from Douglas County.
- **Section 3:** Requires **60 days' written notice** of any proposed increase to System Fees, allowing Douglas County the opportunity to review and accept the revised fees.
- **Section 6(d):** Revises the annual inventory update deadline from **May 1** to **February 1** to provide sufficient time for the new fee schedule to be calculated.

INTERLOCAL AGREEMENT FOR SIGNAL MAINTENANCE

This AGREEMENT is dated this _____ day of _____, 2026, by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada (hereinafter "CITY"). COUNTY and CITY may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Parties are public agencies under NRS 277.100; and
WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; 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 preventative, response, and technical support services for specific traffic control devices and associated systems (hereinafter "SIGNAL SYSTEMS"), which are mutually agreed upon for service under this agreement, and to establish roles and responsibilities for ownership, maintenance, operation, and repair of SIGNAL SYSTEMS; and

WHEREAS, This Agreement supersedes and replaces any other Agreement pertaining to the SIGNAL SYSTEMS that govern traffic movements along the local and state maintained highways and routes within COUNTY. Portions of these SIGNAL SYSTEMS may also be located within COUNTY jurisdictional boundaries or may be included entirely by virtue of prior maintenance responsibilities; and

WHEREAS, certain employees of CITY possess a level of expertise such that those employees may be able to perform certain preventative, response, and other technical services relating to SIGNAL SYSTEMS for COUNTY; and

WHEREAS, to assist COUNTY in protecting its residents by enhancing the safety of pedestrian and vehicular traffic, CITY is agreeable to providing such repair, maintenance and other technical services; and

WHEREAS, this AGREEMENT will benefit the COUNTY and the people of the State of Nevada;

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

Section 1. Term of Agreement: This Agreement is effective on the date that the last authorized signature is affixed hereto and will terminate on July 1, 2029 ("Initial Term") unless terminated earlier in accordance with Section 2 of this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for successive terms of one (1) year ("Renewal Term") under all of the same terms and conditions set forth herein unless, not less than 60 days before the expiration of the Initial Term or any subsequent Renewal Term, either Party provides notice to the other that this Agreement will not be renewed.

Section 2. Early Termination: Either Party may terminate this Agreement with or without cause by providing not less than 60 days' notice to the other Party.

Section 3. Costs: Each Party agrees that there are operating costs associated with performing services under this Agreement, including, but not limited to, direct and indirect costs for labor, tools and vehicles. COUNTY shall pay CITY for these costs (hereinafter "SYSTEM FEE"), which will be established by CITY, for the performance of services under this Agreement.

SYSTEM FEE for the first year of this agreement is shown in Exhibit A. SYSTEM FEE will be assessed annually at the beginning of each year and will become due in quarterly installments.

Nothing in this Agreement prohibits or otherwise limits the authority of CITY from increasing or decreasing the SYSTEM FEE for any reason, including without limitation, a change in the number of SIGNAL SYSTEMS maintained or changes related to determination of the SYSTEM FEE. The SYSTEM FEE is determined by taking the sum of the fully burdened labor rates of CITY staff which support SIGNAL SYSTEMS under this Agreement, plus the annual pro rata vehicle lifecycle cost for the vehicles used in the performance of services under this Agreement, with that total divided by the total number of assets maintained by CITY as shown in Exhibit B. COUNTY may request that CITY provide its fee structure at any time. Upward adjustments in the SYSTEM FEE will only be made after providing at least 60 days written notice to the COUNTY.

The SYSTEM FEE does not include costs for items needed to perform services under this agreement such as replacement equipment, parts, supplies, software, licenses, cellular/satellite service, support contracts, calibration or third-party services ("EXPENSES"). EXPENSES in excess \$5,000 per work order require advanced written approval by the County and will be billed quarterly.

CITY reserves the right to charge extra fees ("ADDITIONAL FEES") for any services performed under this agreement that are unusual or require more effort or materials than is accounted for in the SYSTEM FEE or EXPENSES. ADDITIONAL FEES apply when, at CITY's sole discretion, the additional work is not covered by the SYSTEM FEE. ADDITIONAL FEES in excess of \$5,000 per work order require advanced written approval by the County and will be billed quarterly.

Section 4. Responsibilities of CITY: CITY agrees to provide the following services relating to the operation of the SIGNAL SYSTEMS:

A. **Preventative maintenance** in accordance, to the extent possible, with a plan of maintenance (hereinafter "MAINTENANCE PLAN") to be developed by COUNTY and which:

(1) Includes:

(a) Periodic maintenance of the SIGNAL SYSTEMS, to ensure proper operation in accordance with the configuration approved by COUNTY.

(b) Annual certification of the SIGNAL SYSTEMS signal monitor with calibrated test equipment.

(2) Does not include:

(a) Structural inspection of poles, supports, anchors, welds, mechanical fasteners or foundations.

(b) location of utility lines.

(c) Construction of any item.

(d) Modification of any Signal component.

(e) Repairs to any Signal component that CITY, at its sole discretion, determines is a significant repair that is not preventative in nature, including, without limitation: the installation or modification of any structure; any service which qualifies for intermediate-term or long-term stationary work under the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration of the U.S. Department of Transportation, as may be amended; any service which requires trenching, paving or sealing; any service that requires resource allocation of more than one technician or more than one bucket truck; any service which requires the installation or removal of cables or wires; any service which requires welding, cutting, painting or galvanizing; or any service which requires work to be performed on an anchor or other support structure.

(f) Services or support of any information technology equipment, license plate reader, shot spotter, or other equipment or system not directly related to the core operation of SIGNAL SYSTEMS.

(g) Any other preventative maintenance that CITY, at its sole discretion, determines is not feasible or reasonable to perform.

B. Response (unplanned or unexpected) maintenance which:

(1) Includes maintenance:

- (a) In response to a report of SIGNAL SYSTEMS in red flash.
- (b) In response to a report of any SIGNAL SYSTEMS malfunction.
- (c) In response to a report of SIGNAL SYSTEMS not adequately serving demand.
- (d) In response to identifying a problem while performing preventative maintenance.
- (e) To provide construction support for SIGNAL SYSTEMS.

(2) Does not include:

- (a) Preventative maintenance.
- (b) Location of utility lines.
- (c) Construction of any item.
- (d) Support in the event of loss of power.
- (e) Services or support of any information technology equipment, license plate reader, shot spotter, or other equipment or system not directly related to the core operation of SIGNAL SYSTEMS.
- (f) Any other response maintenance that CITY, at its sole discretion, determines is not feasible or reasonable to perform.

C. Technical support which:

(1) Includes:

- (a) Configuration of SIGNAL SYSTEMS.
- (b) Testing of SIGNAL SYSTEMS equipment.
- (c) Configuration and utilization of equipment and software for remote monitoring and configuration of SIGNAL SYSTEMS.
- (d) Assistance in the development of timing and configurations for SIGNAL SYSTEMS.

(e) Consultation to assist COUNTY in the development of policies and procedures relating to SIGNAL SYSTEMS.

(f) Informal, on-the-job guidance or sharing of information to facilitate the safe operation of SIGNAL SYSTEMS.

(2) Does not include:

(a) Services or support of any information technology equipment, license plate reader, shot spotter, or other equipment or system not directly related to the core operation of SIGNAL SYSTEMS .

(b) Engineering services or support including, without limitation, coordination, signal timing, warrants, designs or modifications.

(c) Any other technical support that CITY, at its sole discretion, determines is not feasible or reasonable to perform.

Section 5. Discretionary Acts of CITY: Notwithstanding any other provision of this Agreement or any provision included in MAINTENANCE PLAN, CITY may, at its sole discretion:

A. Determine whether the performance of any service is necessary, feasible or reasonable.

B. Refuse to incorporate specific SIGNAL SYSTEMS into this agreement for any reason including without limitation unsatisfactory construction, safety issues, defects, performance problems, location, age or condition.

C. Provide to COUNTY at COUNTY's request such additional services or support not otherwise described in this Agreement for the maintenance and operation of SIGNAL SYSTEMS that are installed in COUNTY after the effective date of this Agreement, subject to the same terms and conditions set forth herein.

D. Refuse to provide or delay response maintenance whenever CITY determines that such maintenance cannot be provided or that response time will be delayed as the result of limited CITY resources at the time of COUNTY's request for response maintenance, including, without limitation, inadequate staffing levels, unavailability of equipment or the need to allocate CITY resources to CITY projects. COUNTY understands and agrees that CITY has a legal obligation to provide necessary services to Carson City first. CITY will endeavor to provide timely response maintenance to COUNTY in good faith and to the best of its ability.

Section 6. Responsibilities of COUNTY: COUNTY agrees to perform the following:

A. With the assistance of CITY, develop a MAINTENANCE PLAN for the efficient operation and maintenance of the SIGNAL SYSTEMS.

B. Develop, review and approve a policy for the timing, configuration and operation of the SIGNAL SYSTEMS.

C. Develop, review and approve the timing plans, configuration, settings, schedules, modes of operation, and control strategies of the SIGNAL SYSTEMS.

D. Maintain and submit to CITY by February 1st each year a detailed list of SIGNAL SYSTEMS to be covered under this Agreement.

E. Notify CITY in writing of any proposed additions or deletions of SIGNAL SYSTEMS to be covered under this Agreement. CITY shall have no obligation to perform any work on a proposed addition, until: (1) COUNTY has provided written notice to CITY identifying the SIGNAL SYSTEM to be added; (2) the parties have executed a written confirmation incorporating the SIGNAL SYSTEM into this Agreement and the MAINTENANCE PLAN; and (3) COUNTY has provided all information necessary for configuration and incorporation into the maintenance plan. CITY shall have no liability for declining to perform work on any SIGNAL SYSTEM that has not been formally incorporated into this Agreement pursuant to this Section.

F. Observe and review any service performed by CITY to ensure that such service satisfies standards and requirements established by COUNTY.

G. Coordinate with CITY for the response maintenance of SIGNAL SYSTEMS and, at any such time CITY is unable to provide response maintenance pursuant to Section 4 of this Agreement, arrange for alternate means to provide such maintenance.

H. Manage all purchasing and bid requirements for services performed by contractors relating to the SIGNAL SYSTEMS which are not otherwise intended to be provided by CITY in accordance with this Agreement.

I. Comply with all requirements established in any existing agreement between COUNTY and the State of Nevada or any other organization relating to the SIGNAL SYSTEMS.

J. Comply with all applicable federal or state law or regulation relating to or arising from the maintenance, operation or repair of SIGNAL SYSTEMS, including, without limitation, provisions for notification requirements pertaining to certain subsurface installations under NRS 455.130.

K. Provide any necessary traffic control for CITY personnel when services performed by CITY under this Agreement must take place in a roadway. If COUNTY is unable to provide such traffic control, CITY may obtain these services independently, and the associated costs shall be billed to COUNTY as ADDITIONAL FEES.

L. Provide radio dispatch services for CITY personnel when service is performed by CITY under this Agreement.

M. Provide any necessary permits for CITY personnel required for services provided under this Agreement.

N. Pay CITY the SYSTEM FEE for SIGNAL SYSTEMS covered under this agreement as of July 1st each year, beginning July 1st, 2026.

O. Reimburse CITY upon invoice for SIGNAL SYSTEM FEE, ADDITIONAL FEES, and EXPENSES.

Section 7. Supervision of Services: COUNTY and CITY agree that COUNTY at all times retains responsibility for the day-to-day operation and maintenance of the Signal. All services provided by CITY must be performed in accordance with this Agreement and at the direction or permission of COUNTY.

Section 8. Billing and Payment: CITY shall bill COUNTY the annual SYSTEM FEE for each SIGNAL SYSTEM in quarterly installments. The first installment is due upon execution of this agreement, with subsequent installments due every three (3) months thereafter. CITY shall bill COUNTY quarterly for ADDITIONAL FEES and EXPENSES in accordance with this agreement. Payments by COUNTY are due within 45 days of the date of billing and are not conditioned on the resolution or receipt by COUNTY of any amounts payable to COUNTY under a pending insurance claim or dispute between COUNTY and a third party.

Section 9. Notices: All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally by 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:

Chris Martinovich
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

FOR COUNTY:

Philip Ritger
Public Works Director
P.O. Box 218

Minden, Nevada 89423
Tel: (775) 783-6480

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Section 10. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and as such is intended as the 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 must 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 is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

Section 11. Limited Liability; Indemnification: COUNTY shall indemnify and hold harmless CITY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of COUNTY's officers, agents and employees. CITY shall indemnify and hold harmless COUNTY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of CITY's officers, agents and employees. COUNTY and CITY do not waive and intend to assert any and all available NRS chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

Section 12. Severability: If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of that provision will not be held to render any other provision or provisions of this Agreement unenforceable.

Section 13. Jurisdiction: The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the district courts of the State of Nevada.

Section 14. Ownership of Property: All or any property presently owned by either Party will remain in such possession upon termination of this Agreement, and there will be no transfer of property or ownership interest between the Parties during the course of this Agreement.

Section 15. No Third-Party Beneficiary: It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to

authorize anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 16. Records: 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.

Section 17. Public Records; Confidentiality: Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.

Section 18. Separate Entities: The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and continues be a public agency separate and distinct from the other Party and, except as otherwise specifically provided herein, has the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

Section 19. Assignment: Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

Section 20. Authority to Sign: The Parties hereto represent and warrant that the person executing this Agreement on behalf of its respective 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.

Section 21. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

Section 22. Breach: 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 are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' fees and costs. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

Section 23. Force Majeure: 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 limitation, 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2026.

CARSON CITY, NEVADA

DOUGLAS COUNTY, NEVADA

By:

Board of County Commissioners

Transportation Manager

By:

Attest:

Transportation Manager

City Clerk

Attest:

Approved as to Legality and
Form:

City Clerk

Deputy District Attorney

Approved as to Legality and
Form:

Deputy District Attorney

EXHIBIT A

SYSTEM FEE Projection for FY27 Douglas County

SIGNAL SYSTEM TYPE	SYSTEM FEE	Quantity	Sub Total
Signalized Intersection	\$6,624.36	24	\$158,984.72
Signalized Crosswalk	\$1,324.87	11	\$14,573.60
School Zone Asset	\$883.25	10	\$8,832.48
Roadway Lighting System	\$1766.50	19	\$33,563.44
Changeable Message Sign (includes radar speed feedback sign)	\$441.62	4	\$1,766.50
Warning Flasher System	\$441.62	3	\$1,324.87
Total			\$219,045.61

EXHIBIT B

System Fee Determination

Item	Annual Cost
Direct Labor	\$661,685.02
F550 4WD Bucket Truck	\$44,000.00
F550 4WD Bucket Truck	\$44,000.00
1/2 Ton Pickup Truck	\$13,000.00
Total	\$762,685.02

Asset Inventory

Agency	Signalized Intersection	Signalized Crosswalk	School Zone Asset	Lighting System	Changeable Message Sign	Warning Flasher System
Carson City	52	32	29	41	21	6
Douglas County	24	11	10	19	4	3
Lyon County	5	1	0	0	0	0
Storey	0	0	0	0	0	0
CC Transit	0	0	0	7	0	0
Total	81	44	39	67	25	9

Agency weighted share of effort expended by Signal System Type

Agency	Signalized Intersection	Signalized Crosswalk	School Zone Asset	Lighting System	Changeable Message Sign	Warning Flasher System	Total
Carson City	45.2%	5.6%	3.4%	9.5%	1.2%	0.3%	65.1%
Douglas County	20.8%	1.9%	1.2%	4.4%	0.2%	0.2%	28.7%
Lyon County	4.3%	0.2%	0.0%	0.0%	0.0%	0.0%	4.5%
Storey	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
CC Transit	0.0%	0.0%	0.0%	1.6%	0.0%	0.0%	1.6%
Total	70.35%	7.64%	4.52%	15.52%	1.45%	0.52%	100%

Agency Cost Distribution

Agency	Signalized Intersection	Signalized Crosswalk	School Zone Asset	Lighting System	Changeable Message Sign	Warning Flasher System	Total
Carson City	344,466.89	42,395.92	25,614.20	72,426.37	9,274.11	2,649.75	496,827.24
Douglas County	158,984.72	14,573.60	8,832.48	33,563.44	1,766.50	1,324.87	219,045.61
Lyon County	33,121.82	1,324.87	-	-	-	-	34,446.69
Storey	-	-	-	-	-	-	-
CC Transit	-	-	-	12,365.48	-	-	12,365.48
Total	536,573.42	58,294.40	34,446.69	118,355.29	11,040.61	3,974.62	762,685.02