



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** June 18, 2020

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding proposed amendments to the Interlocal Cooperative Agreement between the Carson Area Metropolitan Planning Organization, the Carson City Regional Transportation Commission (RTC), and the Carson City Board of Supervisors to clarify the authority of each agency/organization. (Darren Schulz, DSchulz@carson.org; Lucia Maloney, LMaloney@carson.org)

**Staff Summary:** The Interlocal Agreement defines the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation-related activities. The proposed amendments update the Agreement and clarify the authority of each agency/organization.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 10 minutes

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### **Proposed Motion**

I move to approve, and authorize the Mayor to sign, the amended agreement.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

The existing Interlocal Agreement was last amended April 18, 2013.

### **Background/Issues & Analysis**

The Interlocal Agreement defines the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation-related activities. The proposed amendments update the Agreement and clarify approval authority of each agency/organization. Specifically, the amendments: (a) permit the Board of Supervisors to approve the use of RTC or street funds in contracts that are not "street" or "highway" contracts under the purview of the RTC; (b) clarify the reciprocal authority for the RTC to approve street or highway contracts involving other Carson City sources of funding; and (c) remove the RTC's authority to make recommendations concerning right-of-way abandonments. These amendments are intended to enhance Carson City's efficiency, permitting contracts or abandonments to be reviewed or approved by one of Carson City's public bodies, instead of multiple bodies. The remaining amendments add standard contractual provisions to the contract.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277.110 and 277.180

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:** N/A

**Is it currently budgeted?** No

**Explanation of Fiscal Impact:** N/A

**Alternatives**

Decline to approve the amendment and provide alternative direction to staff.

**Attachments:**

[Exhibit1\\_CAMPO RTC BOS Interlocal Agreement\\_AmdtApril2020 CAMPO edits redline final.pdf](#)

[Exhibit2\\_CAMPO RTC BOS Interlocal Agreement\\_AmdtApril2020 CAMPO edits clean final.pdf](#)

**Board Action Taken:**

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

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

## INTERLOCAL COOPERATIVE AGREEMENT

An Interlocal Agreement defining the respective responsibilities of the Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization.

This Agreement is ~~dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020~~13, ~~made~~ by and between the Consolidated Municipality of Carson City, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization. It completely restates the previous agreement in this regard, dated September 6, 2012, as amended April 18, 2013, and amends it by adding paragraph ~~8 to "CAMPO AGREES;" paragraph 16 to "REGIONAL TRANSPORTATION COMMISSION AGREES;" and paragraphs 13-15~~16 to "CITY AGREES." and adding the section "ALL PARTIES AGREE."

### WITNESSETH

**Whereas**, Carson City (~~hereinafter~~ "City") is a general purpose consolidated municipal government responsible for the exercise of statutory duties established under state law and municipal ordinance and is governed by a duly elected Board of Supervisors, and

**Whereas**, the Carson City Board of Supervisors (~~hereinafter~~ "Supervisors") is authorized by state statute to delegate specific duties and responsibilities of the City to other agencies and entities through execution of an interlocal agreement, and

**Whereas**, the Carson City Regional Transportation Commission (~~hereinafter~~ "RTC") is a duly constituted special purpose agency responsible for certain specified duties and responsibilities as defined in Nevada Revised Statute Chapter 277A and may enter into interlocal cooperative agreements for the exercise of assigned responsibilities, and

**Whereas**, the Carson Area Metropolitan Planning Organization (~~hereinafter~~ "CAMPO") is a special purpose organization created through federal regulation, and

**Whereas**, the parties to this Agreement desire to clearly define and identify the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation related activities.

**Now, ~~Therefore~~therefore**, in consideration of the premises and the covenants herein contained, ~~it is the Parties~~ agreed as follows:

### **CAMPO AGREES**

1. To operate and manage the Metropolitan Planning Organization program for the Carson City area as designated by the Bureau of the Census and the Governor of the State of Nevada.
2. To conduct the transportation planning process as required by federal regulation and to perform other regional transportation planning activities as may be necessary to maintain federal planning certification including but not limited to the preparation and approval of a Unified Planning Work Program, Regional Transportation Plan and the respective modal

- elements, Transportation Improvement Program, Short-Range Transit Plan, and other plans and documents as may be necessary.
3. To coordinate the transportation planning process and the development of necessary documents with other City departments, the Nevada Department of Transportation (NDOT), Douglas and Lyon Counties and other public and private agencies or interests (such as Washoe County, Storey County, agencies which are members of the Tahoe Compact, Federal Highway Administration, Federal Transit Administration, and other Federal agencies).
  4. To prepare and submit necessary planning documents as may be required from time to time including grant applications, requests for reimbursement, and other necessary and appropriate documentation to City, state and federal funding agencies to ensure full reimbursement for all eligible planning, operations and capital expenses.
  5. To satisfy federal requirements regarding involvement of Native American tribal groups in the transportation planning process.
  6. To utilize professional, technical and clerical staff provided by City and Supervisors in the exercise and execution of functional responsibilities of CAMPO and to reimburse City for such staff support as defined in this Agreement or as may be agreed from time to time.
  7. To act as the designated recipient and grantee of Federal Transit Administration (FTA) Section 5307 funds for the Carson City urbanized area – as well as other FTA funds through NDOT – for the purpose of delivering public transportation projects.
  8. To allocate available FTA funding assistance to City or RTC for the procurement of vehicles and equipment, acquisition of property, construction of public transportation related facilities and paying the ongoing operating costs of public transportation services.

#### **REGIONAL TRANSPORTATION COMMISSION AGREES**

1. To prepare, monitor, and/or manage the development of plans, specifications, contract documents, right-of-way acquisition and construction necessary for the timely and efficient implementation of regional, street and highway projects authorized by City and Supervisors.
2. To provide policy direction for street maintenance activities for the Street Operations Division of Public Works, including recommending annual budget requirements to City and Supervisors.
3. To award and execute street and highway contracts. Such authority includes the ability to approve street and highway contracts that include RTC and/or street funds, and also other funds including, but not limited to, water, ~~and sewer~~ and stormwater funds, provided that those other funds were previously budgeted by the City.
4. To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
5. To operate Jump Around Carson (JAC) transit services on behalf of City and Supervisors within the scope of budgetary approval as may be authorized on an annual basis. Such operational authority will include overseeing day-to-day operations and considering and approving budgets, services, operating schedules, fare structure, agreements with other agencies, and other matters necessary to the full and functional management and operation of the system. Operational authority also includes the authority to award and execute transit contracts and amend existing transit contracts.
6. To collect operating and special revenues from daily operation of JAC and deposit such revenues with City either directly or through a management company.

7. To coordinate the maintenance of JAC equipment with City Fleet Maintenance Division and to timely notify City of issues related to the on-going maintenance of the JAC equipment.
8. To approve expenditure of funds for the provision of JAC services to service providers, suppliers, and others providing management, materials and supplies or special services to JAC, RTC and/or Carson City in the provision of public transportation services within the approved budget and submit authorization for such payments to Carson City for processing and payment.
9. To prepare equipment and material specifications for acquisition and/or purchase of capital equipment, materials and supplies, or other necessary items and to provide said material specifications and requests for acquisition of materials to City for procurement.
10. To provide City and Supervisors progress and productivity reports on the performance of JAC.
11. To provide CAMPO and/or City with appropriate grant applications, grant reimbursement requests, monthly and/or quarterly reports and summaries supporting reimbursement requests and coordinate operations with CAMPO and/or City so as to allow timely submittal of required federal documents and reimbursement requests.
12. To coordinate with other public transportation providers in the region and as necessary consider and approve service changes, schedule modifications, fare adjustments, service connections with other providers and other matters related to the operation of the JAC services.
13. To issue requests for proposal, request for qualifications, project proposals, project bids and quotations and other matters necessary and appropriate for the expeditious exercise of the responsibilities as granted herein.
14. To approve an annual public transportation operating and capital budget utilizing local, state and federal funds; and to otherwise provide for the public transportation needs of the community.
- ~~15. To review proposed Right of Way abandonments within Carson City and make recommendations to the Board of Supervisors for the disposition of such property.~~
- 16-15. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of facility projects used in connection with public transportation services.

#### **CITY AGREES**

1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds and issue refund bonds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the community.
2. To hereby authorize the RTC to act on behalf of the City and Supervisors in carrying out the full intent of the budget authority, including committing water, sewer, stormwater, and other funds provided that the funds were previously budgeted by the City, for street and highway projects and street maintenance projects by completing project design and right-of-way acquisition either in-house through appointed staff or consultants, calling for -bids, awarding of bids, execution of contracts, and supervising all project activities including right-of-way appraisal, acquisition, construction, including resolution of condemnation and pursuit of eminent domain proceedings if necessary.
3. To allocate necessary match funds for the operation of JAC.

4. To authorize RTC to act ~~in~~-on behalf of City and Supervisors in the day-to-day operation and oversight of JAC and the street maintenance operation function of the Public Works Department based on the approved budget and policies established by City and Supervisors.
5. To provide necessary staff support to CAMPO, RTC and street operations for the work contemplated in this Agreement including professional, technical, clerical, purchasing and procurement, legal services, human resource and other required support for the timely execution of the work contemplated in authorized street and highway project budget, street operations budget, or operation of JAC.
6. To provide appropriate documentation of RTC, street operations and CAMPO costs incurred for eligible reimbursable staff expenses.
7. To maintain JAC vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
8. To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
9. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RTC as may be necessary to provide for the continued efficient and effective operation of JAC.
10. To authorize RTC and CAMPO to carry out activities essential to the efficient and effective implementation of transportation planning, street and highway project development and maintenance and implementation and provision of public transportation. This authority includes calling for bids, proposals, statements of qualification, and the preparation, award, and execution of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
11. To provide legal services to CAMPO and RTC including exercise of eminent domain and other legal processes necessary for the timely implementation of street and highway projects and operation of the JAC services.
12. To administratively hold title to property on behalf of CAMPO, the grantee – including vehicles, equipment and real property that is acquired with FTA assistance and used in public transportation services – and to relinquish such title to CAMPO in the event this Agreement is terminated.
13. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of public transportation related facility projects that are shared-use by City and RTC.
14. To relinquish to RTC and/or CAMPO the Federal share of facilities acquired with FTA assistance and used in connection with public transportation services in the event this Agreement is terminated.
15. To remunerate to RTC and/or CAMPO the remaining Federal interest of facilities acquired with FTA assistance and used in public transportation services in the event such facilities are acquired by the City and used for non-public transportation purposes prior to the end of their public transportation related useful life.
- ~~15-16.~~ To approve contracts that include RTC and/or street funds when awarding and executing contracts that do not fall under the authority granted to the RTC. Such authority expressly includes the ability to commit RTC and/or street funds, provided that those funds were previously budgeted.

**ALL PARTIES AGREE**

1. This Agreement will become effective only when approved by appropriate official action of the governing body of each Party.
2. This Agreement is effective on the date of the last required signature affixed below. This Agreement shall continue in perpetuity until modified or terminated through a written agreement signed by the Parties. This Agreement may be terminated by any Party without cause by providing written notice to the other Parties at least 180 days prior to June 30 of any given year (the end of the fiscal year).
3. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Parties 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 indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter.
4. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. The contract liability of any parties shall not be subject to liquidated or punitive damages.
5. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.
6. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.
7. 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 such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.
8. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City, or if in federal court, in the closest federal district court to Carson City, Nevada.
9. No 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 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.
10. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement. ~~This Agreement is effective from the date given above in perpetuity. This Agreement may be~~

~~terminated in its entirety by any of the parties serving notice of intent to terminate the Agreement.~~



**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization

\_\_\_\_\_  
~~Charles Des Jardins~~ Mark Kimbrough, Chairman

Date \_\_\_\_\_

Carson City Regional Transportation Commission

\_\_\_\_\_  
~~John McKenna~~ Brad Bonkowski, Chairman

Date \_\_\_\_\_

Carson City Board of Supervisors

\_\_\_\_\_  
Robert Crowell, Mayor

Date \_\_\_\_\_

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3. To coordinate the transportation planning process and the development of necessary documents with other City departments, the Nevada Department of Transportation (NDOT), Douglas and Lyon Counties and other public and private agencies or interests (such as Washoe County, Storey County, agencies which are members of the Tahoe Compact, Federal Highway Administration, Federal Transit Administration, and other Federal agencies).
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4. To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
5. To operate Jump Around Carson (JAC) transit services on behalf of City and Supervisors within the scope of budgetary approval as may be authorized on an annual basis. Such operational authority will include overseeing day-to-day operations and considering and approving budgets, services, operating schedules, fare structure, agreements with other agencies, and other matters necessary to the full and functional management and operation of the system. Operational authority also includes the authority to award and execute transit contracts and amend existing transit contracts.
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7. To coordinate the maintenance of JAC equipment with City Fleet Maintenance Division and to timely notify City of issues related to the on-going maintenance of the JAC equipment.

8. To approve expenditure of funds for the provision of JAC services to service providers, suppliers, and others providing management, materials and supplies or special services to JAC, RTC and/or Carson City in the provision of public transportation services within the approved budget and submit authorization for such payments to Carson City for processing and payment.
9. To prepare equipment and material specifications for acquisition and/or purchase of capital equipment, materials and supplies, or other necessary items and to provide said material specifications and requests for acquisition of materials to City for procurement.
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13. To issue requests for proposal, request for qualifications, project proposals, project bids and quotations and other matters necessary and appropriate for the expeditious exercise of the responsibilities as granted herein.
14. To approve an annual public transportation operating and capital budget utilizing local, state and federal funds; and to otherwise provide for the public transportation needs of the community.
15. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of facility projects used in connection with public transportation services.

#### **CITY AGREES**

1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds and issue refund bonds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the community.
2. To hereby authorize the RTC to act on behalf of the City and Supervisors in carrying out the full intent of the budget authority, including committing water, sewer, stormwater, and other funds provided that the funds were previously budgeted by the City, for street and highway projects and street maintenance projects by completing project design and right-of-way acquisition either in-house through appointed staff or consultants, calling for bids, awarding of bids, execution of contracts, and supervising all project activities including right-of-way appraisal, acquisition, construction, including resolution of condemnation and pursuit of eminent domain proceedings if necessary.
3. To allocate necessary match funds for the operation of JAC.
4. To authorize RTC to act on behalf of City and Supervisors in the day-to-day operation and oversight of JAC and the street maintenance operation function of the Public Works Department based on the approved budget and policies established by City and Supervisors.
5. To provide necessary staff support to CAMPO, RTC and street operations for the work contemplated in this Agreement including professional, technical, clerical, purchasing and

procurement, legal services, human resource and other required support for the timely execution of the work contemplated in authorized street and highway project budget, street operations budget, or operation of JAC.

6. To provide appropriate documentation of RTC, street operations and CAMPO costs incurred for eligible reimbursable staff expenses.
7. To maintain JAC vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
8. To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
9. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RTC as may be necessary to provide for the continued efficient and effective operation of JAC.
10. To authorize RTC and CAMPO to carry out activities essential to the efficient and effective implementation of transportation planning, street and highway project development and maintenance and implementation and provision of public transportation. This authority includes calling for bids, proposals, statements of qualification, and the preparation, award, and execution of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
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14. To relinquish to RTC and/or CAMPO the Federal share of facilities acquired with FTA assistance and used in connection with public transportation services in the event this Agreement is terminated.
15. To remunerate to RTC and/or CAMPO the remaining Federal interest of facilities acquired with FTA assistance and used in public transportation services in the event such facilities are acquired by the City and used for non-public transportation purposes prior to the end of their public transportation related useful life.
16. To approve contracts that include RTC and/or street funds when awarding and executing contracts that do not fall under the authority granted to the RTC. Such authority expressly includes the ability to commit RTC and/or street funds, provided that those funds were previously budgeted.

#### **ALL PARTIES AGREE**

1. This Agreement will become effective only when approved by appropriate official action of the governing body of each Party.
2. This Agreement is effective on the date of the last required signature affixed below. This Agreement shall continue in perpetuity until modified or terminated through a written agreement signed by the Parties. This Agreement may be terminated by any Party without

- cause by providing written notice to the other Parties at least 180 days prior to June 30 of any given year (the end of the fiscal year).
3. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Parties 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 indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter.
  4. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. The contract liability of any parties shall not be subject to liquidated or punitive damages.
  5. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.
  6. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.
  7. 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 such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.
  8. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City, or if in federal court, in the closest federal district court to Carson City, Nevada.
  9. No 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 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.
  10. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization

\_\_\_\_\_ Date \_\_\_\_\_  
Mark Kimbrough, Chairman

Carson City Regional Transportation Commission

\_\_\_\_\_ Date \_\_\_\_\_  
Brad Bonkowski, Chairman

Carson City Board of Supervisors

\_\_\_\_\_ Date \_\_\_\_\_  
Robert Crowell, Mayor