

**CARSON CITY, NEVADA
REQUEST FOR BOARD ACTION**

Date Submitted: March 23, 2007

Agenda Date Requested: April 5, 2007
Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works, Transportation Division

Subject Title: Action to approve Amended Interlocal Cooperative Agreement between Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Commission to provide the Regional Transportation Commission with transit operational authority, transit contracting authority, and authority approval street and highway contracts that include funds other than street funds, provided that the Carson City Board of Supervisors previously budgeted those other funds.

Staff Summary: There is currently an Interlocal Cooperative Agreement between these three parties that was executed in October of 2006, but opportunities were found by staff to improve the agreement and clarify the language to match the intent of the amended agreement adopted in October 2006. There are no changes to the CAMPO section of the agreement. The RTC and City portions of the agreement are being revised to clearly state that RTC has authority for transit operational authority, including transit contracting authority. The agreement is also proposed to give RTC authority to approve street and highway contracts that include funds other than street funds, provided that the Carson City Board of Supervisors previously budgeted those other funds. Both the RTC and CAMPO acted to approve the agreement as presented at meetings held on March 14, 2007.

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 Amended Interlocal Cooperative Agreement between Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Commission to provide the Regional Transportation Commission with transit operational authority, transit contracting authority, and authority approval street and highway contracts that include funds other than street funds, provided that the Carson City Board of Supervisors previously budgeted those other funds.

Explanation for Recommended Board Action: See summary above.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Not approve the amended agreement which will maintain the current program.

Supporting Material: Attached copy of amended agreement.

Prepared by: Patrick Pittenger, Transportation Program Manager

Reviewed By: (C/M)

[Signature]

Date: 3/27/07

Reviewed By: (Finance Dir)

[Signature]

Date: 3/27/07

Reviewed By: (DA)

[Signature]

Date: 3/27/07

Reviewed By:

[Signature]

Date: 3/27/07

Andrew Burnham

BOARD ACTION:

Motion _____

1: _____ (Aye)

2: _____ (Nay)

(Vote Recorded By)

**AMENDED
INTERLOCAL COOPERATIVE AGREEMENT**

An 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 Amended Agreement is dated this _____ day of _____, 2007, by and between Carson City, the Carson City Regional Transportation Commission and the Carson Area Metropolitan Planning Organization.

WITNESSETH

Whereas, Carson City (hereinafter "City") is a general purpose 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 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 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 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, in consideration of the premises and the covenants herein contained, it is 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 Simplified Statement (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, Douglas and Lyon Counties and other public and private agencies or interests.
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.

REGIONAL TRANSPORTATION COMMISSION AGREES

1. To prepare, monitor, and 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. *This authority includes the capacity 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 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 [providing recommendations to City and Supervisors concerning] 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 RTC transit contracts and amend these 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 owned by City 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 service 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 service within the approved budget and will 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 will 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* ~~[will provide City and Supervisors with recommendations for]~~ service changes, schedule modifications, fare adjustments, service connections with other providers and other matters related to the operation of the JAC service.
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.

CITY AGREES

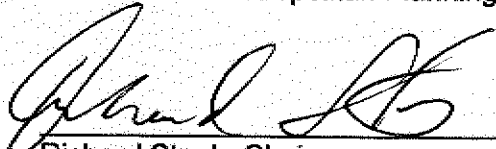
1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the 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 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 approve an annual public transportation operating and capital improvement budget utilizing local, state and federal funds in the discretion of the Supervisors and to allocate necessary match funds for the operation of JAC and to otherwise provide for the public transportation needs of the community.
4. To hereby authorize the RTC to act in 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 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, without additional compensation except for such costs as may be related to JAC vehicle maintenance and other identified costs eligible for reimbursement under federal grant.
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. Carson City authorizes 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. Carson City will 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 service.

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 may be terminated in its entirety by any of the parties serving notice of intent to terminate the agreement.

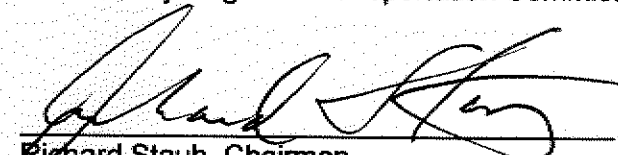
IN WITNESS WHEREOF, each of the parties has caused this agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization


Richard Staub, Chairman

Date 3-22-07

Carson City Regional Transportation Commission


Richard Staub, Chairman

Date 3-22-07

Carson City Board of Supervisors

Marv Teixeira, Mayor

Date _____