

Mem# 9B

**City of Carson City  
Agenda Report**

**Date Submitted:** September 22, 2006

**Agenda Date Requested:** October 5, 2006

**Time Requested:** 5 Minutes

**To:** Mayor and Supervisors

**From:** Andrew Burnham, Public Works Director

**Subject Title:** Action to approve an Amended Interlocal Agreement with the Regional Transportation Commission and CAMPO to include street maintenance functions, award of bids, and property acquisition as a part of the RTC oversight responsibilities.

**Staff Summary:** Based on direction of the Board and RTC, staff has prepared revisions to the previously adopted agreement defining responsibilities for each entity and has proposed expanding the role of RTC to include oversight of street maintenance, award of bids, and property acquisition responsibilities.

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

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

**Recommended Board Action:** I move to approve an Amended Interlocal Agreement with the Regional Transportation Commission and CAMPO to include street maintenance functions, award of bids, and property acquisition as a part of the RTC oversight responsibilities.

**Explanation for Recommended Board Action:** Approving this agreement will transfer responsibility to RTC for award of street bids, property acquisition for street projects, and oversight of the street maintenance operations of the Public Works Department. Because of the inter-related nature of street maintenance activities and street and highway construction projects it makes good sense to coordinate those functions to a higher degree in order to insure the activities are well coordinated and to take advantage of the various street construction and maintenance funds in a fashion to receive the highest value and efficiency for the City. The Board of Supervisors will maintain budget authority for both the RTC project and street maintenance functions.

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

**Fiscal Impact:** None


**Explanation of Impact:** NA

**Funding Source:** NA

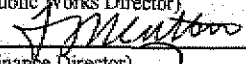
**Alternatives:** Not approve the agreement which will maintain the current program.

**Supporting Material:** NA

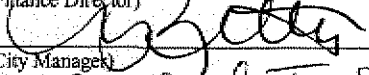
**Prepared By:** Andrew Burnham, Public Works Director

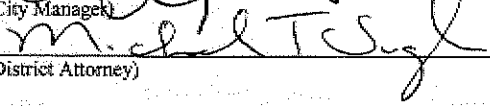
**Reviewed By:**   
(Public Works Director)

Date: 9/26/06  
9/26/06

  
(Finance Director)

Date: 9-26-06

  
(City Manager)

  
(District Attorney)

Date: 9-26-06

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(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 \_\_\_\_\_, 2006, by and between Carson City, the Carson City Regional Transportation Commission and the Carson Area Metropolitan Planning Commission.

**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.-2.~~ To award of street and highway contracts will remain the responsibility of the City.
- ~~4.-3.~~ To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
- ~~5.-4.~~ To operate Jump Around Carson (JAC) Carson City Community Transit (CCCT) 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 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.
- ~~6.-5.~~ To collect operating and special revenues from daily operation of JAC CCCT and deposit such revenues with City either directly or through a management company.
- ~~7.-6.~~ To coordinate the maintenance of JAC CCCT equipment owned by City with City Vehicle Fleet Maintenance Department Division and to timely notify City of issues related to the on-going maintenance of the JAC CCCT equipment.
- ~~8.-7.~~ To approve expenditure of funds for the provision of JAC CCCT service to service providers, suppliers, and others providing management, materials and supplies or special services to JAC CCCT, 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.-8.~~ 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.-9.~~ To provide City and Supervisors monthly progress and productivity reports on the performance of JAC CCCT.
- ~~11.-10.~~ 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. 41: To coordinate with other public transportation providers in the region and as necessary will provide City and Supervisors with recommendations for service change, schedule modification, fare adjustment, service connections with other providers and other matters related to the operation of the JAC GGGF service.
13. 42: 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 Board 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 construction bids, awarding of bids, 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. In the discretion of the Supervisors, to award and execute street and highway contracts based on projects included in annual budgets and recommended for award by the RTC or designated staff.~~
- ~~4. To act upon right-of-way acquisition matters including resolution of condemnation and pursuit of eminent domain proceedings if necessary.~~
3. 5: 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 GGGF and to otherwise provide for the public transportation needs of the community.
4. 6: To hereby authorize the RTC to act in behalf of City and Supervisors in the day-to-day operation and oversight of JAC GGGF and the street maintenance operation function of the Public Works Department based on the approved budget and policies established by City and Supervisors.
5. 7: 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 GGGF without additional compensation except for such costs as may be related to JAC GGGF vehicle maintenance and other identified costs eligible for reimbursement under federal grant.
6. 8: To provide appropriate documentation of RTC, street operations, and CAMPO costs incurred for eligible reimbursable staff expenses.
7. 9: To maintain JAC GGGF vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
8. 10: To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
9. 11: 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 CCGT.

10. 42 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 including calling for bids, proposals, statements of qualification, preparation of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
11. 43 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 CCGT 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 \_\_\_\_\_

Carson City Regional Transportation Commission

\_\_\_\_\_  
Richard Staub, Chairman

Date \_\_\_\_\_

Carson City Board of Supervisors

\_\_\_\_\_  
Marv Teixeira, Mayor

Date \_\_\_\_\_