Carson City Board of Supervisors Agenda Report

Date Submitted: August 21, 2012 Agenda Date Requested: September 6, 2012

Time Requested: Consent

To: Mavo

Mayor and Supervisors

From: Public Works

Subject Title: For Possible Action: To approve an Interlocal Cooperative Agreement between the Carson Area Metropolitan Planning Organization (CAMPO), Regional Transportation Commission (RTC) and Board of Supervisors (BOS), which defines the roles and responsibilities of each body in transportation-related matters in Carson City. It amends and will replace the initial agreement in this regard dated March 14, 2007. (Patrick Pittenger)

Staff Summary: The Triennial Review conducted by the Federal Transit Administration (FTA) in May 2012 revealed an item that required addressing in the relationship among these three bodies. The item related to the need for CAMPO, as the grantee of Federal funds, to maintain satisfactory continuing control for capital purchases. The Interlocal Cooperative Agreement, which will amend and replace the initial agreement in this regard dated March 14, 2007, will enable this matter to be resolved and the finding to be closed by FTA. The opportunity was also taken in this Interlocal Cooperative Agreement to provide clean-up and make minor revisions to bring the document up to date.

Type of Action Requested: (check one) () Resolution (X_) Formal Action/Motion	() Ordinance () Other (Specify)
Does This Action Require A Business Imp	act Statement: () Yes (_X_) No

Recommended Board Action: I move to approve an Interlocal Cooperative Agreement between the Carson Area Metropolitan Planning Organization (CAMPO), Regional Transportation Commission (RTC) and Board of Supervisors (BOS), which defines the roles and responsibilities of each body in transportation-related matters in Carson City.

Explanation for Recommended Board Action: Title to property acquired under a federal grant must be vested in the grantee. CAMPO, as the grantee of FTA urbanized area formula funds for Carson City, is the rightful title-holder for transit vehicles and equipment (and, perhaps, real property in the future). Instead, for example, "Carson City Public Works" is shown on the certificate of title for JAC buses. This is permissible, provided the Interlocal Cooperative Agreement – which defines a unique relationship between CAMPO, RTC and BOS – addresses how CAMPO will maintain satisfactory continuing control over transit property acquired with FTA funds. This is also appropriate, since CAMPO technically does not have staff and it may not be desirable to show CAMPO on the certificate of title.

The opportunity was also taken in this Agreement, which amends and replaces the initial agreement in this regard dated March 14, 2007, to provide clean-up and make minor revisions to bring the document up to date. Both CAMPO and RTC approved the agreement at their respective meetings on August 8, 2012.

Applicable Statute, Code, Policy, Rule or Regulation: FTA Circular 5010.1D, Ch. IV, Section 2.i

Fiscal Impact: None

Explanation of impact: N/A

Funding Source: N/A

Alternatives: N/A Supporting Material: Amended Interlocal Cooperative Agreement Prepared By: Patrick Pittenger, Transportation Manager Reviewed By: (City Manager) (Finance Director) Board Action Taken: Aye/Nay Motion: _____ 3) _____ (Vote Recorded By)

AMENDED INTERLOCAL COOPERATIVE AGREEMENT

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 aAgreement 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.
- 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 aAgreement 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.

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. 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 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.

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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 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 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 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.
- 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.

CITY AGREES

- 1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds <u>and issue and refund bonds</u> 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 inhouse 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 authorize 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.										

- To provide necessary staff support to <u>CAMPO</u>, RTC and street operations for the work contemplated in this a<u>Agreement</u> 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. 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.
- 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 service.
- 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 service and to relinquish such title to CAMPO in the event this aAgreement is terminated.

Except as otherwise expressly provided, this a<u>Agreement</u> constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement. <u>This aAgreement is effective from the date given above in perpetuity.</u> This a<u>Agreement may be terminated in its entirety by any of the parties serving notice of intent to terminate the a<u>Agreement</u>.</u>

to be

IN WITNESS WHEREOF, each of the duly executed on its behalf by an authorized representation.	e parties has caused this <u>A</u> agreement entative.
Carson Area Metropolitan Planning Organization	
Richard Staub Charles Des Jardins, Chairman	Date
Carson City Regional Transportation Commission	

	Richard-StaubShelly Aldean, Chairperson	Date
	Carson City Board of Supervisors	
ı	Marv TeixeiraRobert Crowell, Mayor	Date