



## NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

**Day:** Wednesday  
**Date:** January 11, 2017  
**Time:** Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.  
**Location:** Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

### AGENDA

**AGENDA NOTES:** The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or [ppittenger@carson.org](mailto:ppittenger@carson.org), or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on January 9, 2017).

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at [www.carson.org/agendas](http://www.carson.org/agendas), or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

**AGENDA MANAGEMENT NOTICE:** The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**DISCLOSURES:** Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

#### 1. ROLL CALL AND DETERMINATION OF A QUORUM

## **2. PUBLIC COMMENT:**

Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

## **3. APPROVAL OF MINUTES:**

**3.A (For Possible Action)** December 14, 2016 Draft Minutes

## **4. PUBLIC MEETING ITEM(S):**

**4.A (For Possible Action)** To nominate and elect a Chairperson and Vice-Chairperson for the Carson City RTC.

**Staff Summary:** In January 2016, the RTC elected its current Chairperson and Vice-Chairperson. RTC members will be asked to elect a Chairperson and Vice-Chairperson to serve for the next year.

**4.B (Information Only)** To provide RTC with information regarding a Community Development Block Grant (CDBG) application to be submitted by the Public Works Department for improvements to North Carson Street.

**Staff Summary:** Public Works staff has prepared a 2017 application for CDBG funds for improvements to North Carson Street; improvements address safety and ADA compliance.

**4.C (Information only)** Information on an independent contractor agreement with Carson Now for the Jump Around Carson (JAC) Advertising Program.

**Staff Summary:** The JAC advertising program was previously operated under a revenue contract that expired on December 31, 2016. A new revenue contract is being entered into with Carson Now for a two year term.

## **5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):**

5.A Street Operations Activity Report

5.B Project Status Report

5.C Future Agenda Items

**6. BOARD COMMENTS (Information only):**

Status reports and comments from the members of the RTC Board.

**7. PUBLIC COMMENT:**

Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

**8. ADJOURNMENT: For Possible Action**

**The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, February 8, 2017, at the Sierra Room - Community Center, 851 East William Street.**

This agenda has been posted at the following locations on Thursday, January 5, 2017, before 5:00 p.m.:

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Center, Sierra Room, 851 East William Street

Carson City Public Works, 3505 Butti Way

Carson City Planning Division, 108 E. Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

Lyon County Manager's Office, 27 South Main Street, Yerington

Nevada Department of Transportation, 1263 S. Stewart Street, Carson City

City Website: [www.carson.org/agendas](http://www.carson.org/agendas)

State Website: <https://notice.nv.gov>

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the December 14, 2016 Meeting**

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**DRAFT**

A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting, on Wednesday, December 14, 2016 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Brad Bonkowski  
Commissioner Robert Crowell  
Commissioner Mark Kimbrough  
Commissioner Jack Zenteno

**STAFF:** Darren Schulz, Public Works Department Director  
Patrick Pittenger, Transportation Manager  
Dirk Goering, Senior Transportation Planner  
Graham Dollarhide, Transit Coordinator  
Hailey Lang, Transportation Planner  
Dan Yu, Deputy District Attorney  
Kathleen King, Chief Deputy Clerk

**NOTE:** A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Recording Secretaries Division of the Carson City Clerk's Office, during regular business hours.

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:01:17)** - Chairperson Bonkowski called the meeting to order at 5:01 p.m. Ms. King called the roll; a quorum was present. Vice Chairperson Smolenski was absent.

**2. PUBLIC COMMENT (5:01:47)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**3. POSSIBLE ACTION ON APPROVAL OF MINUTES - November 9, 2016 (5:01:59)** - Chairperson Bonkowski entertained suggested revisions and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to approve the minutes. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote. **Motion carried 4-0.**

**4. PUBLIC MEETING ITEMS:**

**4(A) POSSIBLE ACTION TO DIRECT STAFF TO CONTINUE PUBLIC INVOLVEMENT EFFORTS THROUGH THE TRANSPORTATION RESOURCE ADVISORY FORUM FOR CARSON CITY ("TRAFCC"); THE ADVISORY GROUP TO STAFF WILL MEET QUARTERLY, WITH MEETINGS COORDINATED BY STAFF; STAFF WILL PROVIDE REPORTS ON TRAFCC-RELATED ACTIVITIES TO THE RTC AT REGULAR RTC MEETINGS (5:02:19)** - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, responded to questions of clarification, and discussion ensued. Commissioner Kimbrough suggested a "simple ... questionnaire ... at the next meeting asking them ... about the importance of that committee and their commitment ... so that you have that to give to us ..." Commissioners Kimbrough and Crowell expressed support for continuing the TRAFCC meetings.

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

**Minutes of the December 14, 2016 Meeting**

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**DRAFT**

Chairperson Bonkowski entertained public comment and, when none was forthcoming, a motion. **Commissioner Kimbrough moved to direct staff to continue public involvement efforts through the Transportation Resource Advisory Forum for Carson City; the advisory group to staff will meet quarterly with meetings coordinated by staff; staff will provide reports on the TRAFCC-related activities to the RTC at regular RTC meetings. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

<b>RESULT:</b>	Approved [5 - 0]
<b>MOVER:</b>	Commissioner Mark Kimbrough
<b>SECOND:</b>	Commissioner Robert Crowell
<b>AYES:</b>	Commissioners Crowell, Kimbrough, Zenteno, Chair Bonkowski
<b>NAYS:</b>	None
<b>ABSENT:</b>	Vice Chair Jim Smolenski
<b>ABSTAIN:</b>	None

**4(B) UPDATE ON THE PERFORMANCE OF THE JUMP AROUND CARSON TRANSIT SYSTEM AND ON THE DIRECTION OF THE SYSTEM GOING FORWARD (5:13:27)** - Chairperson Bonkowski introduced this item, and Mr. Dollarhide narrated a SlideShow presentation, copies of which were included in the agenda materials. Chairperson Bonkowski commended the efficiency of the transit system, emphasizing that this translates to dollars saved. Mr. Pittenger provided additional clarification throughout the presentation, and he and Mr. Dollarhide responded to questions of clarification. Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**

**5(A) STREET OPERATIONS ACTIVITY REPORT (5:50:07)** - Chairperson Bonkowski introduced this item, and Mr. Pittenger provided an overview of the agenda materials.

**5(B) PROJECT STATUS REPORT (5:50:21)** - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification.

**5(C) FUTURE AGENDA ITEMS**

**6. COMMISSIONER COMMENTS (5:53:38)** - Chairperson Bonkowski entertained commissioner comments; however, none were forthcoming.

**7. PUBLIC COMMENT (5:53:44)** - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

**8. ACTION ON ADJOURNMENT (5:53:52)** - Commissioner Crowell moved to adjourn the meeting at 5:53 p.m.

The Minutes of the December 14, 2016 Carson City Regional Transportation Commission meeting are so approved this \_\_\_\_\_ day of January, 2017.

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BRAD BONKOWSKI, Chair



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission (RTC)

**Meeting Date:** January 11, 2017

**Staff Contact:** Patrick Pittenger, Transportation Manager

**Agenda Title: (For Possible Action)** To nominate and elect a Chairperson and Vice-Chairperson for the Carson City RTC.

**Staff Summary:** In January 2016, the RTC elected its current Chairperson and Vice-Chairperson. RTC members will be asked to elect a Chairperson and Vice-Chairperson to serve for the next year.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to nominate and elect a Chairperson and Vice-Chairperson for the Carson City RTC.

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

Per NRS, the commission must be composed of representatives selected by the Carson City Board of Supervisors as follows:

- (a) Two members of the Board of Supervisors, one of whom must be designated by the commission to serve as chairman of the commission.
- (b) Three representatives of the city at large.

Though the Chairperson must be a member of the Board of Supervisors, any RTC Commissioner may serve as the Vice-Chairperson. Terms of the newly elected Chairperson and Vice-Chairperson will be effective immediately.

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

NRS 277A.180

**Financial Information** - N/A

**Alternatives** - N/A

**Supporting Material** - N/A

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission (RTC)

**Meeting Date:** January 11, 2017

**Staff Contact:** Dirk Goering, Senior Transportation Planner

**Agenda Title: (Information Only)** To provide RTC with information regarding a Community Development Block Grant (CDBG) application to be submitted by the Public Works Department for improvements to North Carson Street.

**Staff Summary:** Public Works staff has prepared a 2017 application for CDBG funds for improvements to North Carson Street; improvements address safety and ADA compliance.

**Agenda Action:** Other/Presentation

**Time Requested:** 5 minutes

### Proposed Motion

N/A

### Background/Issues & Analysis

The CDBG application will improve the accessibility of intersections and sidewalks along North Carson Street between Bath Street and John Street by reconstructing sidewalks, driveway access, and ramps to ADA standards. The North Carson Street corridor is a commercial center comprised of retail and service-oriented businesses, including Grocery Outlet and FISH. The corridor serves the entire City, but is located within an area that is predominantly low to moderate income (76% of the area population). The amount requested in the application is \$230,327.

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

N/A

### Financial Information

Is there a fiscal impact?  Yes  No

If yes, account name/number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: CDBG funds are 100% reimbursable.

### Alternatives

N/A

### Supporting Material

CDBG Application Package





# Community Development Block Grant (CDBG) Program Application Fiscal Year 2017–2018

## GENERAL INFORMATION

**PLEASE READ ATTACHED INSTRUCTIONS ON PAGE NN FOR MORE INFORMATION.  
APPLICATIONS ARE DUE\*: JANUARY 13, 2017, 4:00 P.M.  
PLEASE SUBMIT THE ORIGINAL PLUS 2 COPIES TO:**

**Carson City Dept. of Finance  
201 N. Carson St., Ste. 3  
Carson City, NV 89701**

**\*The deadline established is firm. Any application received after the deadline will not be considered for funding. Applications must be unstapled. An electronic version of this document is available at [CARSON.ORG/CDBG](http://CARSON.ORG/CDBG).**

## APPLICANT INFORMATION

<b>Agency Name:</b> Carson City Public Works	
<b>Agency Mailing Address:</b> 3505 Butti Way, Carson City, NV 89701	
<b>Project Name:</b> North Carson Street Pedestrian Improvements	
<b>Project Address/Location:</b> North Carson Street from Bath Street to John Street	
<b>Agency Director:</b> Darren Schulz	
<b>Board Chairperson:</b> Brad Bonkowski, RTC Chair	
<b>Contact Person:</b> Patrick Pittenger	
<b>Phone Number:</b> 775-283-7396	<b>Email:</b> PPittenger@carson.org
<b>Fax:</b> 775-887-2112	<b>Website (if applicable):</b> www.carson.org
<b>How long has your organization been in existence?</b>	<b>In Carson City?</b> Yes

## PROJECT FUNDING

<b>Requested amount:</b>	\$230,327
<b>Other funding:</b>	N/A
<b>Total project cost:</b>	\$230,327

## PROJECT SUMMARY

Please provide a **brief** summary of the proposed project (not the organization), including what the project is, who will be served, how many will be served, and where will it take place. The description should be **no more than five sentences**.

The project will improve the accessibility of intersections and sidewalks along North Carson Street between Bath Street and John Street by reconstructing sidewalks, driveway access, and ramps to ADA standards. The North Carson Street corridor is a commercial center comprised of retail and service-oriented businesses, including Grocery Outlet and FISH. The corridor serves the entire City, but is located within an area that is predominately low to moderate income (76%). This project type and location is identified in the 5-Year Consolidated Plan as Priority Needs 5, 6, and 12.

## FUNDING CATEGORY

<input checked="" type="checkbox"/> Public Improvements	<input type="checkbox"/> Public Services
<input type="checkbox"/> Economic Development	<input type="checkbox"/> Housing

## PROJECT ELIGIBILITY

A. **This project meets at least ONE of the HUD national objectives listed below** (please check all that apply)

1. Benefits low/moderate income individuals/households  
 2. Addresses the prevention or elimination of slums or blight  
 3. Meets a particularly urgent community development need

B. **Check all statements that describe HOW this project meets one of the National Objectives above:**

***L/M Area Benefit:*** the project meets the identified needs of L/M income persons residing in an area where at least 51% of those residents are L/M income persons. The benefits of this type of activity are available to all persons in the area regardless of income. ***Examples:*** street improvements, water/sewer lines, neighborhood facilities, façade improvements in neighborhood commercial districts.

***L/M Limited Clientele:*** the project benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are L/M income persons. The following groups are presumed to be L/M: abused children, elderly persons, battered spouses, homeless, handicapped, illiterate persons. ***Examples:*** construction of a senior center, public services for the homeless, meals on wheels for elderly, construction of job training facilities for the handicapped.

***L/M Housing:*** the project adds or improves permanent residential structures that will be occupied by L/M income households upon completion. Housing can be either owner or renter occupied units in either one family or multi-family structures. Rental units for L/M income persons must be occupied at affordable rents. Examples: acquisition of property for permanent housing, rehabilitation of permanent housing, conversion of non-residential structures into permanent housing.

***L/M Jobs:*** the project creates or retains permanent jobs, at least 51% of which are taken by L/M income persons or considered to be available to L/M income persons. ***Examples:*** loans to pay for the expansion of a factory, assistance to a business which has publicly announced its intention to close with resultant loss of jobs, a majority of which are held by L/M persons.

***Microenterprise Assistance:*** the project assists in the establishment of a microenterprise or assists persons developing a microenterprise. (A microenterprise is defined as having five or fewer employees, one or more of whom owns the business.) This activity must benefit low/moderate income persons, area or jobs as defined in previous sections.

***Slum or Blighted Area:*** the project is in a designated slum/blight area and the result of this project addresses one or more of the conditions that qualified the area.

\_\_\_ **Spot Blight:** the project will prevent or eliminate specific conditions of blight or physical decay outside a slum area. Activities are limited to clearance, historic preservation, rehabilitation of buildings, but only to the extent necessary to eliminate conditions detrimental to public health and safety. **Examples:** historic preservation of a public facility threatening public safety, demolition of a deteriorated, abandoned building.

**C. Project Category (check one):**

Public Service (i.e., a new service or an **increase** in the level of service

\_\_\_ Public Facilities and Improvements (i.e., homeless shelter, water and sewer facilities, flood and drainage improvements, fire protection facilities/equipment, community centers, senior centers, health centers, parking, landscaping, streets, curbs, gutters and sidewalks, parks and playgrounds).

\_\_\_ Acquisition of Real Property

\_\_\_ Disposition of Real Property (sale, lease or donation)

\_\_\_ Privately-Owned Utilities

\_\_\_ Relocation Payments and Assistance to Displaced Persons

\_\_\_ Removal of Architectural Barriers, Handicapped Accessibility

\_\_\_ Housing Rehabilitation (weatherization)

\_\_\_ Historic Preservation

\_\_\_ Commercial or Industrial Rehabilitation, including façade improvements and correction of code violations

\_\_\_ Special Economic Development or assistance to microenterprises

## PROJECT DESCRIPTION

The Five-year Consolidated Plan identifies priority community development needs for Carson City (see table on page 13). The need for your proposed project will be determined by identifying how the project impacts upon the adopted Consolidated Plan Priority Needs. Greater consideration will be given to projects that provide a clear description of the project with supporting data and methodology of how the project will meet these needs.

1. Describe the proposed project, including how the project will address the National Objective indicated and whether the project is new, ongoing, or expanded from previous years. **(please use allotted space)**

The project will enhance accessibility through ADA-compliant sidewalk improvements and address maintenance and deterioration. Improvements are located within a low to moderate income neighborhood with non-compliant ADA sidewalks, the immediate neighborhood is 76% low to moderate income. This project will improve pedestrian safety and accessibility through the corridor and to essential goods and services.

2. If the proposed project already exists, please describe your success rates in providing services to low- to moderate-income persons:

Public Works has demonstrated success through the construction of other sidewalk improvement projects. This grant would promote future improvements to the corridor.

3. Describe who will benefit from the proposed project.

Beneficiaries of the project include low to moderate income residents of the neighborhood, business owners, and users of the corridor across all demographic groups.

4. If your project is designed to serve a specific or limited clientele, please indicate the population you will be serving with your project/program:

Abused Children     Illiterate Persons     Homeless Persons  
 Battered Spouses     Severely Disabled Adults     Migrant Farm Workers  
 Elderly     Other (Please explain)

5. If your project will not be serving a limited clientele, explain how you will document client income and how you will document that at least 51% of your clientele will be low-to-moderate income:

The project benefits a low to moderate income population on an area-wide basis. Additionally, the project improves access to low to moderate income housing and to a non-profit entity that benefits low to moderate income persons (FISH).

6. How will the funds be used on this project?

The funds will be used for the design, construction, and management of the proposed project.

7. Can your organization reduce the need for grant funding in the future and become self-sustaining? Explain.

The maintenance needs of the City's roadways and sidewalk infrastructure far exceeds the available budget to address all of the necessary improvements.

8. Can you still proceed with your project if you are awarded partial funding? Please provide a detailed explanation.

Any reduction in funding request would cause the project to be scaled down. However, grants such as these allow the City to make greater progress in improving infrastructure.

9. Are there other organizations that provide the same service as your organization? If so, how do you coordinate your services?

No.

10. What is the geographic target area that will be served by this project?

- Target Area (specify geographic area) Census Block Group 1, Tract 5.02  
 Community-wide

**For Public Improvement (construction) Projects ONLY:**

1. Is the proposed project part of a larger project or is it a stand-alone project? (If part of a larger project, please describe the entire project.)

This is a stand-alone project. However, significant transportation projects require infrastructure to be brought into compliance with ADA standards. The associated ADA improvements will support future improvements to this corridor. Additionally, the project addresses a priority intersection in the City's Transportation ADA Transition Plan.

2. Can this project be done in different phases?  Yes  No  
If YES, explain.

The proposed project could be done in different phases, although it is not ideal

3. Have CDBG funds been used for an earlier phase?  Yes  No

4. Who currently holds title to the property involved?

Carson City

5. With whom will title be vested upon completion?

Carson City

6. Do any rights-of-way, easements or other access rights need to be acquired?  
 Yes  No  N/A

7. If the project requires water rights or well permits, have they been acquired?  
 Yes  No  N/A

**For CDBG Economic Development projects ONLY:**

1. Identify the proposed employers that will be assisted with this project; (b) describe how they will comply with the requirement that at least 51% of the permanent full-time jobs created are either held by or made available to LMI persons; and (c) explain how they will document the jobs created and the income levels of the persons hired.

**For CDBG Housing Projects please indicate:**

The number of homes to be rehabilitated: \_\_\_\_\_

The number of persons to be benefited: \_\_\_\_\_

## PROJECT MEASUREMENT

Carson City has implemented a Performance and Outcome Measurement System into the application and grant/project administration process. When completing this section, keep in mind that **outputs** are specific descriptions of what your project is intended to accomplish (such as serve a total of 20 clients) and **outcomes** are the benefits or changes that result from the program (such as how well the service met the client needs).

1. What are the projected **outputs**, or total number of people served, from this project?

The improvements will improve ADA compliance and enhance the corridor's accessibility to businesses that provide essential goods and services. 1,710 low to moderate income residents will be served by this project. However, this is a commercial area that serves the entire City.

2. Of the total number of people in Question 1, how many of these are low-to-moderate income (LMI)? How many are Carson City residents?

Of the total residents in the area (1,710), 76% are low to moderate income. All of which are Carson City residents.

3. What is the projected **outcome** of this project? (How will the outputs benefit the total number of people in Question 1?)

The result of this project will be improved sidewalk and intersection infrastructure. Improved connectivity will allow for residents to access essential goods and services such as Grocery Outlet and FISH.

4. How do you plan to track clients served?

Staff will track pedestrian use through a Complete Streets Monitoring Program. Pedestrian counters will be used to track current and future pedestrian levels.

## PROJECT BUDGET

Complete the Budget Summary chart below. This information is mandatory in order to be considered for a CDBG Grant. Detailed calculations **must** be attached in support of the proposed budget. Other funding is not required but will increase your score. Amount must match “Other Funding” from page #1. **Also attach Profit and Loss Statement, General Ledger, and Balance Sheet. Attach copies of funding commitment letters or other evidence of funding support, if applicable.**

<b>Project Title:</b>	<b>Requested Amount</b>	<b>Other Funding</b>	<b>In-Kind</b>	<b>Total Funds</b>
<b>Project Expenses FY 2016-17</b>				
Project design, construction, and management	\$230,327			\$230,327
<b>TOTALS</b>	\$230,327			\$230,327

### AGENCY ASSETS

<b>Unrestricted cash</b>	N/A
<b>Restricted cash*</b>	N/A
<b>Total cash on hand</b>	N/A

**\*If restricted cash, attach description and amount of restriction**

**Have you applied for or received any funds or in-kind contributions from Carson City? If so, please describe.**



**BUDGET JUSTIFICATION**

Please list each project expense from the previous page and explain in more detail. Include calculations. Use additional pages if necessary.

<b>PROJECT EXPENSE</b>	<b>AMOUNT BUDGETED</b>	<b>JUSTIFICATION OF EXPENSE</b>
Please refer to Attachment C for a detailed cost estimate		

**PROJECT ADMINISTRATION**

**AGENCY DIRECTOR**

<b>Name:</b>	Darren Schulz
<b>Title:</b>	Public Works Director
<b>Address:</b>	3505 Butti Way, Carson City, NV 89701
<b>Phone number:</b>	775-283-7391
<b>Email:</b>	dschulz@carson.org

**PROJECT MANAGER**

<b>Name:</b>	Patrick Pittenger
<b>Title:</b>	Transportation Manager
<b>Address:</b>	3505 Butti Way, Carson City, NV 89701
<b>Phone number:</b>	775-283-7396
<b>Email:</b>	ppittenger@carson.org

**FISCAL MANAGER**

<b>Name:</b>	Dirk Goering
<b>Title:</b>	Senior Transportation Planner
<b>Address:</b>	3505 Butti Way, Carson City, NV 89701
<b>Phone number:</b>	775-283-7431
<b>Email:</b>	dgoering@carson.org

**PERFORMANCE TRACKING CONTACT**

<b>Name:</b>	Hailey Lang
<b>Title:</b>	Transportation Planner
<b>Address:</b>	3505 Butti Way, Carson City, NV 89701
<b>Phone number:</b>	775-283-7387
<b>Email:</b>	hlang@carson.org

## AGENCY INFORMATION

Date of incorporation	N/A
Date of IRS certification	N/A
Tax exempt number	N/A
DUNS#: ( <a href="http://www.dnb.com/get-a-duns-number.html">http://www.dnb.com/get-a-duns-number.html</a> )	073787152

Attach items 1-6 to your application. Item 7 is optional. Please list and reference any additional attachments you are providing with your application. Do not include attachments unless they are needed to understand the project.

## INDEX OF ATTACHMENTS

Attachment Number	Attachment Description	Attachment Included (✓)
1	<b>IRS Tax Exempt 501(c)(3) letter (available to print from Secretary of State's website)</b>	N/A
2	<b>Proof of incorporation from Secretary of State (Certificate Only)</b> Go to <a href="https://www.nvsilverflume.gov/certificate">https://www.nvsilverflume.gov/certificate</a> You will need to register in order to get the certificate. Cost is \$50. <b>OR</b> Submit proof that your entity is active and in good standing. Go to <a href="http://nvsos.gov/sosentitysearch/">http://nvsos.gov/sosentitysearch/</a> and print your business entity information	N/A
3	<b>Current Organization Chart with names of staff members</b>	N/A
4	<b>Current Board of Directors and terms of office.</b> [If a member of your Board of Directors is in a position to obtain a financial benefit or interest from your proposed project, you may be ineligible for CSSG funds.]	N/A
5	<b>501(c)(3) non-profits: Copy of the most recent Federal Tax Return. Attach FIRST 2 PAGES (Form 990 or 990EX)</b>	N/A
6	<b>Profit and Loss Statement, General Ledger, Balance Sheet</b>	N/A
7	<b>Funding commitment letters and/or letters of support (if applicable)</b>	N/A
A	<b>Map of Project Area</b>	X
B	<b>Photographs of Existing Roadway</b>	X
C	<b>Cost Estimate</b>	X
D	<b>Letter of Support</b>	X

Applicant certifies that to the best of his/her knowledge, all information submitted as part of this application is true. Applicant will comply with all grant and contract requirements if funding is approved.

Signature of Authorized Official	Date
Typed Name and Title of Authorized Official	Phone Number

Signature of President of Board of Directors	Date
Typed Name of President of Board of Directors	Phone Number

**Table 2B: Priority Community Development Needs  
(This table is for your reference only. Do not fill out)**

Priority Need	Priority Need Level	Unmet Priority Need	Dollars to Address Need	5 Yr Goal Plan/Act	Annual Goal Plan/Act	Percent Goal Completed
Acquisition of Real Property Disposition	Medium					
Clearance and Demolition	Low					
Clearance of Contaminated Sites	Low					
Code Enforcement	Low					
<b>Public Facility (General)</b>	<b>Measures by # of Projects/Facilities</b>					
Senior Centers	Medium					
Handicapped Centers	Medium					
Homeless Facilities	High	1		1		
Youth Centers	Medium					
Neighborhood Facilities	High	1		1		
Child Care Centers	Medium					
Health Facilities	Medium					
Mental Health Facilities	High					
Parks and/or Recreation Facilities	High	1		1		
Parking Facilities	Medium					
Tree Planting	Low					
Fire Stations/Equipment	Medium					
Abused/Neglected Children Facilities	High	1		1		
Asbestos Removal	Low					
Non-Residential Historic Preservation	Medium					
Other Public Facility Needs	Medium					
<b>Infrastructure (General)</b>	<b>Measured by # of Projects/Facilities</b>					
Water/Sewer Improvements	Medium					
Street Improvements	High					
Sidewalks	High	4		4		
Solid Waste Disposal Improvements	Medium					
Flood Drainage Improvements	Medium					
Other Infrastructure	Medium					
<b>Public Services (General)</b>	<b>Measured by # of Persons Served</b>					
Senior Services	Medium					
Handicapped Services	High			50		
Legal Services	Medium					
Youth Services	High			250		
Child Care Services	Medium					

Transportation Services	Medium					
Substance Abuse Services	High			300		
Employment/Training Services	Medium					
Health Services	Medium					
Lead Hazard Screening	Medium					
Crime Awareness	Medium					
Fair Housing Activities	High	1		50		
Tenant Landlord Counseling	Medium					
Other Services	Medium					
<b>Economic Development (General)</b>	<b>Measured by Business Assisted and Jobs Created</b>					
C/I Land Acquisition/Disposition	Medium					
C/I Infrastructure Development	Medium					
C/I Building Acq/Const/Rehab	Medium					
Other C/I	Medium					
ED Assistance to For-Profit	Low					
ED Technical Assistance	Medium					
Micro-enterprise Assistance	Low					
Other						
Transit Oriented Development	Medium					
Urban Agriculture	Medium					



# North Carson Street Improvements





**Attachment B: Photographs of Existing Roadway**



North Carson Street and Long Street



North Carson Street and Adams Street





North Carson Street and Park Street



North Carson Street and Corbett Street



North Carson Street and Rice Street

# Attachment C: Cost Estimate

Preliminary Statement of Probable Cost  
 N Carson Street Safety and ADA Improvements  
 John to Bath Street on East Side  
 December 27, 2016

Item	Description	Quantity	Unit	Price	Amount
1	Mob/demob	1	LS	\$15,000.00	\$15,000
2	Traffic Control	1	LS	\$18,000.00	\$18,000
3	SWPPP	1	LS	\$1,500.00	\$1,500
4	Demo	9,835	SF	\$2.50	\$24,588
5	Ped Ramp	1,476	SF	\$7.00	\$10,332
6	Depressed Curb	578	LF	\$27.00	\$15,606
7	AC Patch 4" on 12"	1,666	SF	\$7.00	\$11,662
8	Sidewalk	1,700	SF	\$5.00	\$8,500
9	Truncated Dome Plates	191	SF	\$75.00	\$14,325
10	Crosswalk Striping	620	SF	\$5.00	\$3,100
11	Full Curb/gutter	151	LF	\$27.00	\$4,077
12	Driveway	2,600	SF	\$10.00	\$26,000
13	Landscape Credit	1	LS	\$10,000.00	\$10,000
14	Replace Water Service	3	EA	\$2,500.00	\$7,500
15	A C Transition 4" on 12"	1,485	SF	\$7.50	\$11,138
	Subtotal				\$181,327
	Design				\$20,000
	Survey				\$4,000
	CM				\$20,000
	Testing				\$5,000
	Total				\$230,327

## **Attachment D: Letters of Support**

Forthcoming letters of support will be included. Letters will be included from the Carson City Health and Human Services Department, FISH, and Muscle Powered



## STAFF REPORT

**Report To:** The Carson City Regional Transportation Commission

**Meeting Date:** January 11, 2017

**Staff Contact:** Graham Dollarhide, Transit Coordinator

**Agenda Title: (Information only)** Information on an independent contractor agreement with Carson Now for the Jump Around Carson (JAC) Advertising Program.

**Staff Summary:** The JAC Advertising Program was previously operated under a revenue contract that expired on December 31, 2016. The new revenue contract with Carson Now is for a two year term.

**Agenda Action:** Other/Presentation

**Time Requested:** 10 minutes

### Proposed Motion

N/A

### Background/Issues & Analysis

Since this contract is revenue related, approval by the RTC is not required. Information on this agreement is being provided to inform the RTC of this new partnership. Due to declining revenues in 2016, staff has sought out a new partnership. In 2016, \$30,000 was budgeted, but only approximately \$16,000 was received. A request for proposal (RFP) was issued in September 2016, but failed to generate any response from potential contractors. After posting the solicitation for an additional seven (7) days, per NRS 332.148, an agreement was reached with Carson Now. This contract includes a guaranteed payment to the RTC in the amount of \$1,000 per month (\$12,000 annually) for the first year and \$1,500 per month (\$18,000 annually) for the second year. Monthly revenue above \$2,000 is split by the following ratios: 50/50 split in revenue up to \$5,000, and a 25/75 split for anything above \$5,000 with the 25% split going to JAC. With recent declines in revenue in the JAC Advertising Program, a guaranteed minimum was desirable.

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

N/A

### Financial Information

Is there a fiscal impact?  Yes  No

If yes, account name/number: 225-0000-363.15-00

Is it currently budgeted?  Yes  No

**Explanation of Fiscal Impact:** The revenue received from the advertising program will be used as the local match required to leverage Federal funds to sustain the JAC transit system.

**Alternatives**

N/A

**Supporting Material**

Contract #1617-095: JAC Advertising Agreement

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No.1617-095**

**Title: JAC Advertising Agreement**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Carson Now, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS, CONTRACTOR'S** compensation under this agreement (does X\_) (does not \_\_\_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No.1617-095** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

This Contract shall not become effective until signed by all parties and insurance certificates are received.

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only
CCBL expires _____
NVCL expires _____
GL expires _____
AL expires _____
WC expires _____

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1617-095

Title: JAC Advertising Agreement

2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

### 3. CONTRACT TERM:

3.1 This Contract shall be effective from January 1, 2017 to December 31, 2018, to be followed with a renewal term of two (2) additional years, unless sooner terminated by either party as specified in **Section 6** (CONTRACT TERMINATION).

### 4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website ([www.carson.org](http://www.carson.org)), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Kirk Caraway  
Carson Now  
112 N. Curry St.  
Carson City, NV 89701  
775-230-3806  
kc@carsonnow.org



# INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1617-095

Title: JAC Advertising Agreement

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Laura Rader, Purchasing & Contracts Administrator  
201 North Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137 / FAX 775-887-2107  
[LRader@carson.org](mailto:LRader@carson.org)

## 5. **COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to the guaranteed payment schedule attached in Exhibit A.

5.2 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

## 6. **CONTRACT TERMINATION:**

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1617-095

Title: JAC Advertising Agreement

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

### 6.4 Time to Correct (Declared Default or Breach):

6.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

### 6.5 Winding Up Affairs Upon Termination:

6.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.5** survive termination:

6.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.5.1.2 **CONTRACTOR** shall satisfactorily complete **SERVICES** in progress at the

# INDEPENDENT CONTRACTOR AGREEMENT

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agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 18**".

## 6.6 Notice of Termination:

6.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

## 7. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's 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 amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

## 8. LIMITED LIABILITY:

**CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

## 9. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract 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 this Contract after the intervening cause ceases.

## 10. INDEMNIFICATION:

10.1 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 party 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.

# INDEPENDENT CONTRACTOR AGREEMENT

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10.2 Except as otherwise provided in **Subsection 10.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

10.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

10.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

10.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided 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 same matter.

10.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

## 11. **INDEPENDENT CONTRACTOR:**

11.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

11.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

11.4 **CONTRACTOR**, in addition to **Section 10** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

11.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## 12. **INSURANCE REQUIREMENTS (GENERAL):**

12.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

12.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

## INDEPENDENT CONTRACTOR AGREEMENT

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12.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

12.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

12.5 *Insurance Coverage (12.6 through 12.23):*

12.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

12.6.1 Final acceptance by **CITY** of the completion of this Contract; or

12.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

12.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

12.7 *General Insurance Requirements (12.8 through 12.23):*

12.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

12.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

12.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

12.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

12.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

12.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall

# INDEPENDENT CONTRACTOR AGREEMENT

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be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

12.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

12.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

12.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acor 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

12.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 12.9** (Additional Insured).

12.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

12.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

## 12.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

**CONTRACTOR** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

12.20.1 *Minimum Limits required:*

12.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

12.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

12.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

12.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

## INDEPENDENT CONTRACTOR AGREEMENT

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- 12.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 12.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 12.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 12.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 12.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 12.21.1 *Minimum Limit required:*
- 12.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 12.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 12.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 12.22 **PROFESSIONAL LIABILITY INSURANCE**
- 12.22.1 *Minimum Limit required:*
- 12.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 12.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 12.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended

# INDEPENDENT CONTRACTOR AGREEMENT

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Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

12.22.5 A certified copy of this policy may be required.

## 12.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

12.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

12.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

12.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## 13. BUSINESS LICENSE:

13.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

13.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

## 14. COMPLIANCE WITH LEGAL OBLIGATIONS:

**CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

**CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

## 15. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

## 16. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract



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shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

## 17. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 18. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

## 19. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

## 20. CONFIDENTIALITY:

**CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

## 21 FEDERAL FUNDING:

21.1 **CONTRACTOR** agrees to follow all federal requirements set forth in Exhibit B.

21.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

# INDEPENDENT CONTRACTOR AGREEMENT

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21.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

21.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

21.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## 22. LOBBYING:

22.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

22.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

22.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

22.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

## 23. GENERAL WARRANTY:

**CONTRACTOR** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

## 24. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

## 25. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1617-095

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### 26. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No.1617-095**

**Title: JAC Advertising Agreement**

**27. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**CITY**

Chief Financial Officer  
Attn: Laura Rader, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[LRader@carson.org](mailto:LRader@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
Nancy Paulson, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**BY:** Laura Rader, CPPB  
Purchasing & Contracts Administrator

Account # 225-0000-363.15-00

By: \_\_\_\_\_

Dated \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No.1617-095**

**Title: JAC Advertising Agreement**

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY:** Kirk Caraway

**TITLE:** Publisher/Owner

**FIRM:** Carson Now

**CARSON CITY BUSINESS LICENSE #:** 16-27719

**Address:** 112 N. Curry St.

**City:** Carson City **State:** NV **Zip Code:** 89701

**Telephone:** 775-230-3806

**E-mail Address:** kc@carsonnow.org

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CarsonNow.org**  
**Carson City Jac Advertising Return Proposal v1.1**  
**11-18-2016**

Guaranteed Minimum Payment	Percentage of Revenue Collected	Total Estimated City Revenue by year
Year 1: \$12,000 yr.	50% of receipts over first \$2000. per month; 25% of receipts over \$5,000 per month.	\$20,250.
Year 2: \$18,000 yr.	50% of receipts over first \$2000. per month; 25% of receipts over \$5,000 per month.	\$24,400.
Year 3 \$18,000 yr.	50% of receipts over first \$2000. per month; 25% of receipts over \$5,000 per month.	\$26,550.
Year 4 \$18,000 yr.	50% of receipts over first \$2000. per month; 25% of receipts over \$5,000 per month.	\$29,250.

## SCOPE OF WORK:

- 1 Program tasks: The advertising program shall consist of the design, sales, placement, management, installation, maintenance and removal of advertisement on the interior/exterior of buses, and the exterior of passenger shelters, on the Jump Around Carson (JAC) public transit system. All services necessary to conduct a revenue-producing advertising program for the JAC transit system shall be provided in a reputable manner to ensure the highest quality program possible.
- 2 Advertising media: Durable advertising signs shall be produced in a process subject to the approval of the City. Placement of commercial advertising on City buses may be accomplished by frame displays and/or vinyl wraps and decals; and on passenger shelters by frame displays.
- 3 Minimum exterior sales: The goal is to sell one hundred percent (100%) of all available advertising space on the exterior of the buses and passenger shelters each month. Documentation of the percentage shall be provided to the City upon request, and will factor into the decision to exercise available option(s).
- 4 Guaranteed payment: The Contractor shall pay the City a guaranteed minimum annual payment to be specified in the contract.
- 5 Percentage of revenue collected: In addition to the guaranteed minimum payment, the Contractor shall pay the City a percentage of revenue collected, which shall be specified in the contract.
- 6 Rates and discounts: The Contractor shall agree to charge advertisers in accordance with the rate cards established by Contractor (client rate sheet with rates per size of advertising space shall be included with proposal). Contractor may sell advertising at discounts from the rate card as it deems appropriate for bargaining purposes. Exceptions to the rate card requested by the City for special, seasonal or City department promotions will be handled on a case-by-case basis. Contractor shall provide justification for discounts in writing to the City for approval. Contractor will be responsible for collecting all revenues for advertising placed on buses and shelters, and shall not withhold deferred payments from advertisers from the revenue split with the City.

- 7 Available space: The City shall determine where on the exterior of the bus advertising media shall be placed, with the goal to use as much of the exterior space as is safe and practical. No frame display, vinyl wrap or decal shall cover the JAC logo or other bus decals/lettering without City approval. The City shall determine where on passenger shelters advertising media shall be placed. Currently, fixed-route buses are equipped with one ad frame each on the driver side (94.5" x 28.5"), curb side (70.5" x 34.5"), and rear (46.5" x 16.5"). Any areas of the bus, interior or exterior, not already utilized for advertising purposes may be considered for such purposes (i.e., interior ceiling), and will be made available at the sole discretion of the City.
  
- 8 Exclusive Rights and Reserved Rights to advertising space: The Contractor shall have the exclusive right to sell all available advertising space on the interior and exterior of City buses and passenger shelters, except as follows:
  - 8.1 Contractor shall have the exclusive right to sell interior advertising on buses where panel space is provided, with the exception of forty-eight (48) inches of the bus interior panel space located immediately behind the driver on both sides, to which the City reserves exclusive rights.
  
  - 8.2 City reserves exclusive rights to unsold interior/exterior space on all City buses, and exterior space on passenger shelters, to be used by the City to advertise events or promotions, and reserves the right to design, produce and place such advertisements promoting City events or promotions without using the services of the Contractor.
  
  - 8.3 City reserves the right to use any unsold advertising space on each bus and passenger shelter for advertising trade at one hundred percent (100%) to promote the City bus system, provided that paid advertising for such space by Contractor shall take precedence over trade advertising by the City. The City reserves the right to design, produce and place such trade advertisements promoting the City bus system without using the services of the Contractor. All other advertising trades shall be mutually agreed upon by the City and Contractor.



- 9 Advertising contracts: The Contractor shall enter into contracts with advertisers, using an advertising contract template mutually agreed upon by the City and Contractor. Within fifteen (15) days of entering into a contract with an advertiser, the Contractor shall provide the City with a copy of the signed contract.
- 10 Payment due: The City's share of any profits shall be paid to the City by the Contractor within thirty (30) days following the end of the month in which the profits occurred (i.e., if a cumulative profit is achieved by Contractor with respect to the advertising program during the month of September, payment of the City's share of the profits is due to the City by October 30). The Contractor shall submit documentation of revenues, expenses and how profits are calculated on a monthly basis with each payment along with a detail of bus numbers in which the advertiser advertisement was placed.
- 11 No restrictions on production: Advertisers shall be required to use the production services of the selected contractor for the production of advertising, with the exception of the City and advertisers contracting directly through the City.
- 12 Responsibility for costs: Initial set-up costs to create framing for JAC advertising (if necessary) shall be paid by the Contractor and subject to reimbursement from revenues collected for the provision of services before the division of profits and expenses between the City and the Contractor begins. All hardware associated with advertising frames shall be owned by the City. Regular revenue and expenses thereafter shall be equally shared and borne by the City and Contractor.
- 13 Installation, maintenance and removal: The Contractor shall be responsible for all installation, maintenance and removal of advertising on City buses and passenger shelters, and shall remove all ads within ten (10) days after the ads have expired or have become obsolete.
- 14 Times of installation and removal: The Contractor shall install and remove interior/exterior ads on City buses and passenger shelters at a mutually agreed upon time, and promptly at the start/end of the quarterly advertising term.
- 15 Workspace: The City shall provide a workspace of adequate size and make this workspace accessible to the Contractor for the sole purpose of installing, maintaining

- or removing advertising media on City buses. The Contractor shall use this workspace for the purposes described above whenever possible.
- 16 No guarantee for particular routes: When soliciting a contract, the Contractor shall notify the potential advertiser that the City does not guarantee the bus on which the advertiser's advertisement appears will be used on any particular route or on any particular service.
  - 17 Bus out of service: Buses are routinely pulled out of service for 1-2 days for preventive maintenance. If the bus on which an advertiser's advertisement appears will be out of service for more than four (4) days in a calendar month, and the advertisement cannot be moved to another available bus, the City will notify the Contractor and the advertiser shall be credited for the time the bus is out of service beyond the four (4) days. In the event that the bus is out of service for a period that spans multiple months, that period will be treated as if it occurred entirely within a single month, and any non-continuous time out of service within those months will be treated as described above.
  - 18 Adherence to law and policies: The Contractor and advertisers shall comply with all Federal, State, County and City ordinances and regulations regarding advertising.
  - 19 Advertising content: The City shall have the exclusive right to approve all advertising content. The Contractor shall adhere to the Advertising Policy adopted by the Carson City Regional Transportation Commission (May 12, 2010) when soliciting and placing advertisements (see Attachment C). Complaints received by the City about any advertisement will be directed to the Contractor for immediate response. Contractor shall copy City representative on any correspondence regarding complaints and resolutions. City reserves the right to request removal of any advertisement from any bus. If requested, advertisement shall be removed within 48 hours of receipt of written request.
  - 20 City statement: Advertisements that express an opinion or point of view shall contain in large, clear and visible type the statement, "No City endorsement implied." The City shall specify and approve the size, placement and color of this statement prior to production of such advertisements.

- 21 Graffiti removal: The Contractor shall ensure that the advertiser is contractually obligated to replace advertising irreversibly damaged by graffiti. The City shall notify the Contractor of each occurrence and remove the advertisement from the bus or passenger shelter until such time that the ad is replaced by the advertiser.
- 22 Graffiti protection: The Contractor shall install a protective screen on the face of passenger shelter advertisements to prevent or mitigate damage from graffiti. The Contractor shall replace this protective screen if it becomes irreversibly damaged by graffiti.
- 23 UV protected: The Contractor shall ensure that the advertiser is contractually obligated to provide advertising that can withstand the sun without fading, peeling or cracking; maintains a professional appearance throughout the life of the display; and is replaced if it becomes unattractive in any way.
- 24 Liability: The Contractor shall assume full liability and responsibility for any damages to City buses and passenger shelters resulting from Contractor's placing or removing advertising on the buses, other than normal wear and tear resulting therefrom. Upon termination of the contract, advertising frames are the property of the City and shall remain on the buses and passenger shelters and Contractor shall have no obligation to remove them.
- 25 Project meetings: The Contractor shall meet with City staff, community representatives, and at regularly-scheduled meetings on an as-needed basis. The City and Contractor shall be available at reasonable times and intervals to plan work, review work in progress and fully coordinate activities with City staff. The Contractor shall obtain approval from the City before placing any advertising.
- 26 Public information: The City shall make available, without charge to the Contractor, public information, which may include background information, fleet roster, route timetables, ridership data, passenger shelter locations and other pertinent information.
- 27 Activity report: The Contractor shall provide to the City a report on the effectiveness of the advertising sales efforts on a quarterly basis. At a minimum, the report shall

include the details of sales calls, leads, ads placed, payments, expenses, and other financial data.

- 28 Contract termination requirement: Following termination of the contract, the Contractor shall leave the advertising space on bus interior/exterior and passenger shelters in the same condition as it existed at the beginning of the contract, excepting reasonable wear and tear, and any advertising frames which shall remain on the buses and passenger shelters.
  
- 29 Right to terminate advertising on shelters: City shall have the prerogative to suspend or terminate the provision to advertise at a particular passenger shelter location, if, in the opinion of the City, there is significant objection from the public to advertising at that location.

## **Required Federal Clauses**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

*NOTE: The certifications following the below clauses must be signed by an Authorized Official of the Proposer and returned with the proposal.*

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations,

excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **CIVIL RIGHTS (EEO, TITLE VI & ADA)**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to

control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

### **ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **TERMINATION PROVISIONS**

**a. Termination for Convenience (General Provision)** City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.



**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

#### **DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.13%. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.
- e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

**CITY AND COUNTY OF CARSON CITY STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

Proposer  
(Signature) \_\_\_\_\_

Proposer  
(Print Name) \_\_\_\_\_

Position  
with Company \_\_\_\_\_

**Note: This form must be filled in and submitted with the sealed proposal.**

## CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

The City and County of Carson City requires all persons or firms seeking to do Business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FIRM is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )  
 4. Association ( ) 5. Other ( ) \_\_\_\_\_

### DISCLOSURE QUESTIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **"Board member."** A member of any Board, Committee, or Commission appointed by the City.
- b. **"Employee."** Any person employed by the City either on a full or part-time basis, but not as an independent contractor.
- c. **"Firm."** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **"Official."** The Mayor, members of the City Boards, Committees or Commissions, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City.
- e. **"Ownership interest."** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements."

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City Boards, Committees or Commissions having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee

Office Use Only: Contract #: \_\_\_\_\_

**\*\*Disadvantaged Business Enterprise (DBE) Race Neutral Goal 0.13%\*\***

**To be filled out by contractor:**

Title of Project: \_\_\_\_\_ Advertised Bid #: \_\_\_\_\_

Base Bid/Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature Date

DBE Firm Name: \_\_\_\_\_  
Confirmation of DBE Participation: \_\_\_\_\_  
(signature can be obtained after bid award is determined)

% of Base Bid: \_\_\_\_\_% Approximate Amount of DBE's Portion: \$ \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
DBE Certification # & Expiration: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Scope of work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Office Use Only**

Site Monitor: \_\_\_\_\_ Site Monitor Initials: \_\_\_\_\_  
Site Visit Date (s): \_\_\_\_\_  
DBE Certification Verified: Yes or No

1. Does it appear the DBE firm is performing described scope the work?  
Yes \_\_\_\_\_ No \_\_\_\_\_

2. Does it appear the DBE contractor is managing their scope of the project & using their employees?  
Yes \_\_\_\_\_ No \_\_\_\_\_

3. Does it appear the DBE contractor is providing the equipment for their scope of work?  
Yes \_\_\_\_\_ No \_\_\_\_\_

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION  
ADVERTISING POLICY**

PURPOSE

The Carson City Regional Transportation Commission (CCRTC) finds that the sale of advertising space on designated CCRTC venues is a practical and desirable means of generating revenue, which assists CCRTC in providing more economical transportation to the citizens in its service area. CCRTC sells advertising space solely for the purpose of raising additional revenue for its operations. CCRTC's advertising spaces are **not** dedicated as a public forum to the promotion or debate of political, social, religious or other unsettled public issues. CCRTC enacts this policy to establish the standards for advertisements acceptable for internal or external display on CCRTC vehicles, property and other designated locations.

POLICY

A. Content            CCRTC's advertising spaces may be used only for advertisements:

1. Proposing a commercial transaction involving lawful goods or services in the Carson Area Metropolitan Planning Organization (CAMPO) area; and
2. Promoting, in a secular and non-sectarian manner, the programs of CCRTC and/or other community agencies.

Said advertising shall be subject to the following restrictions:

- a. **CCRTC does not accept any advertising for political, social or religious messages or campaigns; or advertising designed to debate or advocate positions on unsettled issues of public concern.** CCRTC is a governmental entity, providing services to the general public and supported in part by public funds, and should remain neutral in all political contests and all debates involving social, religious and public issues. In addition, history has shown that advertising of controversial issues can generate disputes among passengers, who are often a captive audience, which can impede the efficient operation of transportation services. Controversial advertising can also provoke vandalism of advertising materials and associated CCRTC property. Such advertising, if accepted, can discourage use of CCRTC advertising space by other commercial advertisers who do not desire to be associated with controversial advertisements, with resultant loss of revenue to CCRTC. Therefore, to promote CCRTC's interests, CCRTC will not accept such advertising. For example and illustration only, CCRTC does not accept advertising from any advertiser relating to population control, family planning, reproductive rights,

*Advertising Policy*

*Approved by CCRTC: May 12, 2010*

contraception, abortion or euthanasia. It does not accept advertising criticizing, praising or debating governmental programs, proposals or activities; or relating to drug legalization, gun control, immigration, environmental controversies or similar contentious and unsettled topics of public debate. This list of examples is not intended to be all-inclusive. Advertising containing hidden, obscured or disguised messages, which a reasonable adult person would perceive to relate to an impermissible topic, is not acceptable.

- b. **CCRTC does not accept advertising promoting the use or sale of tobacco or alcohol products.** The corporate name or logo of a tobacco or alcoholic liquor company or product may be used to advertise a separate product, service or event, otherwise acceptable for advertising under this policy, provided such use does not promote the use or sale of tobacco or liquor. CCRTC regularly transports children and teenagers who should not be subjected to advertising of unhealthy or potentially harmful products.
- c. **CCRTC does not accept advertising that fails to conform to community and family standards of decency, dignity, accuracy and good taste.** CCRTC desires to maintain its ridership by not exposing passengers to indecent, distasteful or inaccurate advertising which is difficult to ignore or avoid in the public transportation setting. For example, without excluding other categories, CCRTC does not accept advertising with photographs or depictions of nudity or partial nudity, or advertising incorporating profane, defamatory, sexually suggestive or otherwise offensive language or innuendo that would not be commonly found in a family newspaper.

- B. Evaluation of Advertisements Prior to the commencement date of an advertising contract, all advertisers shall submit a final copy of a proposed advertisement with full text and all illustrations to the Transit Coordinator, through the advertising contractor employed by CCRTC. All tendered advertisements shall be evaluated under this policy and shall be subject to the final approval of the Transit Coordinator. If the Transit Coordinator determines that an advertisement does not conform to this policy, the advertiser will be promptly notified and afforded an opportunity, at the advertiser's expense, to revise the advertisement and eliminate the unacceptable aspects. Submission of proposed advertisements should be made sufficiently in advance of the commencement date of an advertising contract to allow time for this evaluation and revision process.

If an advertiser disagrees with the Transit Coordinator's rejection of a proposed advertisement, the advertiser may seek a review of the decision as provided in Section D, Review/Appeals.

- C. Rate Guidelines CCRTC will establish rates consistent with local advertising rates and those of comparable transit agencies in other markets. These rates will be published and offered equitably to all clients and potential clients, with discounts as set forth below. Basic rates will be established on an annual basis in conjunction with the CCRTC fiscal year budget, effective

*Advertising Policy*

*Approved by CCRTC: May 12, 2010*



annually on July 1 and published therein. Rates may increase, decrease or remain constant, based upon space availability and market demand.

1. Advertisers paying full contract amount in advance are eligible for a 5 percent discount for advertising placed with CCRTC, in addition to any frequency discounts to which they may be entitled.
2. Non-profit organizations may purchase advertising space at 25 percent off the standard rate schedule. Additional frequency and pre-payment rates will also apply. CCRTC, at its discretion and on a space-available basis, may make interior space available at no cost to qualified non-profit or governmental agencies.
3. Recognized advertising agencies and in-house Carson City advertising departments are eligible for a commissionable net rate of 15 percent less than the published gross rate.

Recognized advertising agencies are defined as those agencies which:

- Possess a bona fide business license which identifies the agency
  - Possess a street location business address
  - Disclose their advertising client list to the CCRTC
  - Provide evidence of financial stability, including bank references, credit report or other evidence required by CCRTC
4. CCRTC will consider trade agreements for advertising space when it serves the best interest of CCRTC. This should not exceed 15 percent of available space and should benefit CCRTC in some measurable way (e.g., media trades which extend our media coverage).
  5. CCRTC reserves the right to make advertising decisions which maximize the ad revenues to the organization. This may include special promotional offers. In any case, rates will be offered equitably to all current and recent past advertisers and agencies.

D. Review/Appeals

1. If an advertiser disagrees with the decision of the Transit Coordinator to reject a proposed advertisement, the advertiser may seek a review of the decision by the Transportation Manager. A demand for review must be made in writing to the Transit Coordinator by the close of business of the fifth (5<sup>th</sup>) working day following receipt of written notice from the Transit Coordinator of the rejection of the advertisement. The advertiser's demand for review must state with particularity the reasons why the advertisement does not violate the advertisement policy and should be allowed.

Upon receipt of a demand for review from the advertiser, the Transit Coordinator shall prepare within five (5) working days a report to the Transportation Manager reflecting with particularity the reasons why the subject advertisement violates the advertisement policy. Both the demand for review and the report of the Transit Coordinator shall be hand delivered to the office of the Transportation Manager by the close of business of the sixth (6<sup>th</sup>) business day following the submission of a demand for review.

The Transportation Manager shall conduct a prompt review and shall respectfully consider the respective positions of the advertiser and the Transit Coordinator. A written decision of the Transportation Manager shall be issued and mailed to both the advertiser and Transit Coordinator within ten (10) working days of receipt of the documents. Except as provided in paragraph 2, the determination of the Transportation Manager shall be final.

2. Any advertiser who is not satisfied with the decision of the Transportation Manager may within thirty (30) calendar days of the receipt of the Transportation Manager's written decision, appeal that decision to CCRTC. An appeal must be made in writing to the Transportation Manager by the close of business of the fifth (5<sup>th</sup>) working day following receipt of written notice from the Transportation Manager of the final determination. The advertiser's appeal must state with particularity the reasons why the advertisement should be allowed.

The appeal, and all associated written communications, will be placed on the next regularly scheduled meeting agenda for determination by CCRTC.

# Item 5 – A



## Carson City Regional Transportation Commission Item for Commission Information

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**RTC Meeting Date:** January 11, 2017  
**To:** Regional Transportation Commission  
**From:** Curtis Horton, Public Works Operations Chief  
**Date Prepared:** December 22, 2016  
**Subject Title:** Street Operations Activity Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

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### Carson City Public Works, Street Operations Division Status Report to RTC: Activities of November 2016

#### Street Repair and Maintenance

ACTIVITIES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	N/A
Street Patching Operation	4 tons (Asphalt Curb)
Pot Hole Repairs	1

#### Tree Care and Maintenance

ACTIVITIES	COMMENTS
Tree Pruning Operations	11
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical Sprayed	N/A

### Concrete Repair and Maintenance

ACTIVITIES	COMMENTS
Concrete Total Yards Poured	11.75
Curb & Gutter (Linear Feet)	46
Sidewalk & Flat Work (Sq/Ft)	340
Wheel Chair Ramps	0
Misc.	Power washed new concrete on Carson St between 5 <sup>th</sup> St and William St. Applied 500 gallons of "Barricade Silane 100-c." The product protects concrete, block, stone and brick against the damaging effects of water intrusion, salt, and deicing chemicals.

### Grading and Shoulder Maintenance

ACTIVITIES	COMMENTS
Dirt Road Work/Misc	Excavated 800' of existing roadway on Nichols Ln and installed asphalt grindings. Installed 150' of asphalt curb on Lakeview Dr. Repaired 300' of the roadside ditch on both sides of Lotus Circle at Prospect Dr. Re-established 300' of the ditch on Conte Dr and armored it with rock. Re-established 200' of the drainage ditch on Reds Grade.
Shoulder Work on Asphalt Roads	N/A
Debris cleaned up	N/A

### Storm Water

ACTIVITIES	COMMENTS
Sediment removed from ditches	30 yards
Linear feet of pipe hydro flushed	25' flushed and 3 yards of sediment removed
Number of Drainage Inlets Cleaned	0
Total sediment removed from system	33 yards

### Sweeper Operations

ACTIVITIES	COMMENTS
Curb Miles Swept	823.9
Yards of Material Picked Up	582.5 Yards
City Parking Lots Swept	N/A

### Trucking Bins

ACTIVITIES	COMMENTS
Bins Hauled for WWTP	22
Bins Hauled for Sweeping Operation	74
Bins Hauled for Other Operations	1 metal
Transport Equipment for other Departments	N/A

### Banner and Decorations Activities

ACTIVITIES	COMMENTS
Banner Operations Carson Street	4
Change Lamp Post Banners	N/A
Install Christmas Decorations	Installed four large garlands spanning Carson St and placed 113 wreaths.
Remove Christmas Decorations	N/A

### Signs and Markings

ACTIVITIES	COMMENTS
Signs Made	35
Signs Replaced	41
Sign Post Replaced	8
Signs Replaced due to Graffiti Damage	2
Delineators	27
Cross Walks Painted	N/A
Stop Bars Painted	N/A
Yield Bars Painted	N/A
Right Arrows Painted	N/A
Left Arrows Painted	N/A
Straight Arrows Painted	N/A
Stop (word)	N/A
Only (word)	N/A
Bike Symbol & Arrow	N/A
Curb Painting	N/A

### Snow Event

ACTIVITIES	COMMENTS
Snow and Ice Control	One event 61.5 yards of sand/salt used
Rain Event/Flood Control	N/A
Wind	N/A



## Carson City Regional Transportation Commission Request for Commission Information

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**RTC Meeting Date:** January 11, 2017

**Time Requested:** 10 Minutes

**To:** Regional Transportation Commission  
**From:** Danny Rotter, City Engineer  
**Date Prepared:** December 29, 2016  
**Subject Title:** Project Status Report  
**Staff Summary:** Monthly Status Report for the Commission's Information

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### List of Projects

- Blue Line ADA Sidewalk Improvements
- Carson City Freeway Multi-Use Path (Airport Road)
- Flashing Yellow Arrow Intersection Improvement Project
- Sierra Vista Lane Reconstruction

## Blue Line ADA Sidewalk Improvements

**Project Name:** Blue Line ADA Sidewalk Improvements

**Project No:** 031702

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017

**Department:** Public Works

**Total Estimated Cost:** \$90,000

**Project to Date Cost:** \$1,000

### Project Description

The project consists of replacing sidewalk ramps at intersection along the historic Blue Line Path to ADA standards.

### Justification

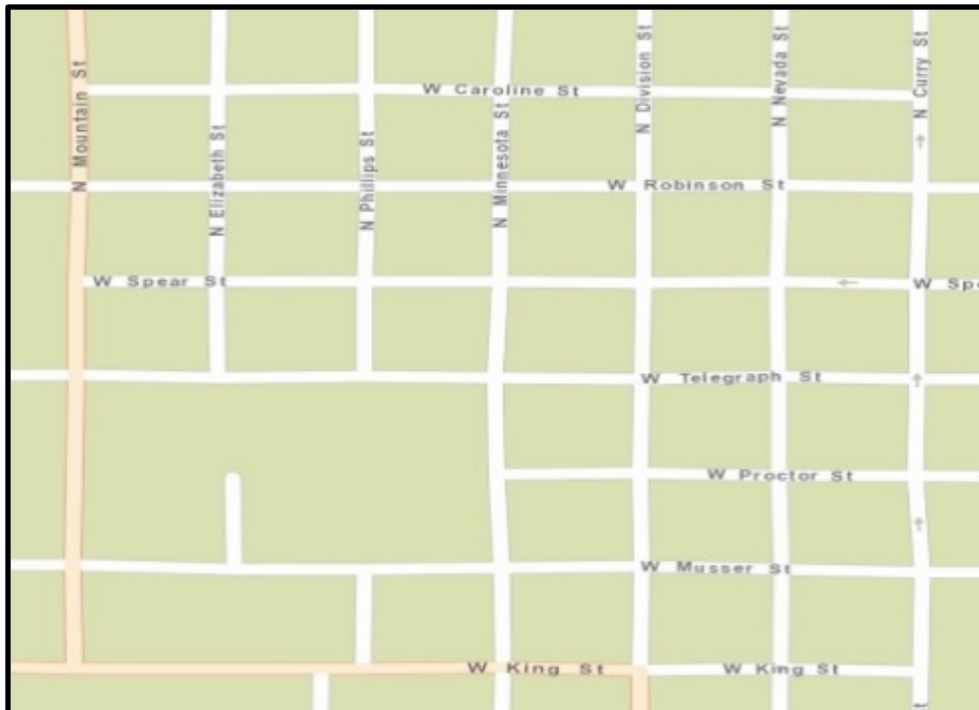
The project will enhance safety as well as provide ADA-compliant ramps at intersections along the historic Blue Line.

### Project Location

The following intersections will have improvements: Mountain St. and Robinson St, Musser St. and Mountain St, Phillips St. and Robinson St., and Nevada St. and King St.

### Status

Project is currently in design.





# Carson City Freeway Multi-Use Path (Airport Road)

**Project Name:** Carson City Freeway Multi-Use Path (Airport Road)

**Project No:** 011501

**Fund Number:** 250

**Fund Name:** RTC

**Source of Funding:** FY 2016-2017

**Department:** Public Works

**Total Estimated Cost:** \$948,000

**Project to Date Cost:** \$44,316

## Project Description

The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements. Improvements to Airport Road will include pavement rehabilitation, drainage facilities, and sidewalk improvements.

## Justification

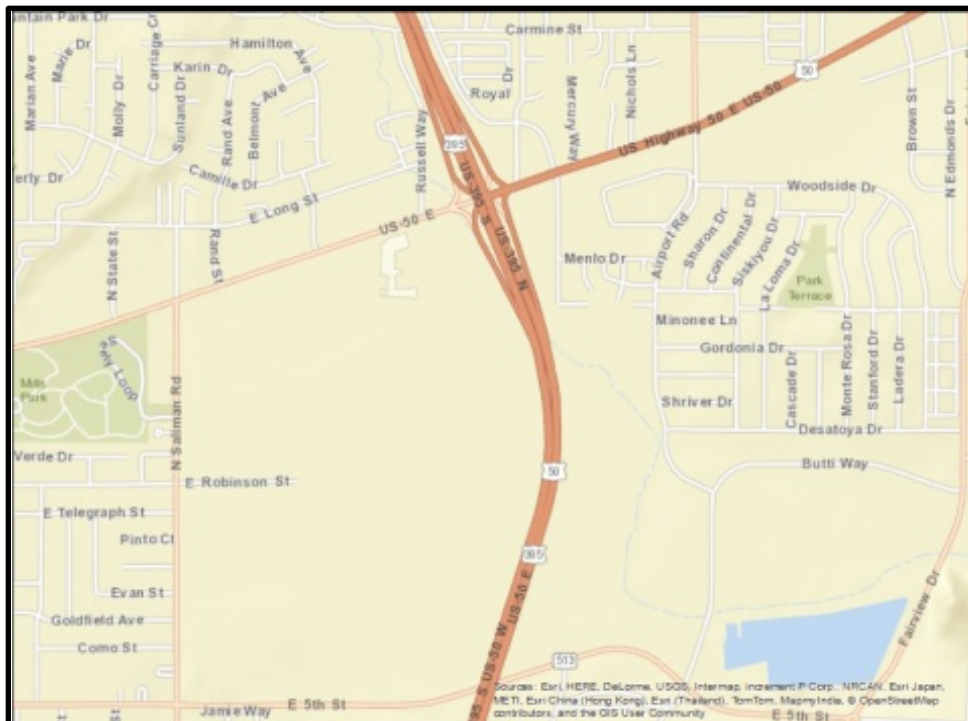
This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.

## Project Location

East and west of I-580 (Carson City Freeway) from Northridge Drive south to U.S. Highway 50, then east of I-580 to East Fifth Street. Improvements to Airport Road will be between Butti Way and Fifth Street.

## Status

Proceeding with 90% design, including the expansion for Airport Road.



# Flashing Yellow Arrow Intersection Improvement Project

**Project Name:** Flashing Yellow Arrow Intersection Improvement Project

**Project No:** 031502

**Fund Number:** 250

**Fund Name:** RTC (5% local match)

**Source of Funding:** FY 2016-2017

**Department:** Public Works

**Total Estimated Cost:** \$500,000

**Project to Date Cost:** \$180,000

## Project Description

The project consists of the installation of flashing yellow arrows and other traffic signal modifications, including the construction of ADA-compliant curb ramps at the intersections of Winnie Lane and Carson Street and Roop Street and Robinson Street.

## Justification

This project will enhance the safety and efficiency of traffic operations as well as provide for ADA-compliant sidewalks and curb ramps at the project intersections. This project is being implemented with Highway Safety Improvement (HSIP) funds.

## Project Location

The intersection of Winnie Lane and Carson Street and the intersection of Roop Street and Robinson Street.

## Status

Construction began in November and will continue through January 2017.



## Sierra Vista Lane Reconstruction Project

**Project Name:** Sierra Vista Lane Reconstruction

**Project No:** TBD

**Fund Number:** 250

**Fund Name:** RTC (5% local match)

**Source of Funding:** FY 2016-2017

**Department:** Public Works

**Total Estimated Cost:** \$4,553,578

**Project to Date Cost:** \$50,000

### Project Description

The project consists of reconstructing 2.5 miles of Sierra Vista Lane. Additionally, the project improves access to federal land by improving three trailhead-parking areas and will improve drainage facilities.

### Justification

Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions.

### Project Location

Sierra Vista Lane, between Pinion Hills Road and Rio Vista Lane

### Status

Approaching 30% design

