NOTICE OF PUBLIC MEETING OF THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION WEDNESDAY, SEPTEMBER 10, 2014 4:30 P.M. COMMUNITY CENTER- SIERRA ROOM 851 EAST WILLIAM STREET CARSON CITY, NEVADA

NOTE: The Carson Area Metropolitan Planning Organization 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 Carson Area Metropolitan Planning Organization staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or Comments@CarsonAreaMPO.com, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on September 8, 2014).

For more information 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 on the CAMPO website at <u>www.carsonareampo.com</u>, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

AGENDA

A. ROLL CALL AND DETERMINATION OF A QUORUM

- **B. PUBLIC COMMENT**: Members of the public who wish to address the Metropolitan Planning Organization may approach the podium and speak on matters related to the Metropolitan Planning Organization. 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 Metropolitan Planning Organization 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.
- C. For Possible Action: APPROVAL OF MINUTES
 - **C-1** For Possible Action: Action to approve the minutes of the July 9, 2014 meeting.
- **D. AGENDA MANAGEMENT NOTICE**: Items on the agenda may be taken out of order; CAMPO may combine two or more agenda items for consideration; and CAMPO may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- E. **DISCLOSURES**: Any member of the Metropolitan Planning Organization that may wish to explain any contact with the public regarding an item on the agenda or business of the Metropolitan Planning Organization.

F. PUBLIC MEETING ITEMS:

F-1 For Possible Action: To approve Amendment No. 1 to Grantee's Agreement No. PR611-13-802 for the provision of Federal Transit Administration (FTA) Section 5339 funds.

Staff Summary: The proposed amendment would extend the termination date of the agreement from September 30, 2014 to June 30, 2015 to allow CAMPO more time to expend the funds provided. It would also increase the FTA dollar amount from \$101,686 to \$205,292, adding the Federal Fiscal Year (FFY) 2014 apportionment of funds to the FFY 2013 apportionment.

F-2 For Possible Action: To authorize the Transportation Manager to perform the role of National Transit Database (NTD) User Manager.

Staff Summary: If appointed, the Transportation Manager would have the authority to create, modify, and deactivate NTD accounts for employees of the Carson Area Metropolitan Planning Organization (CAMPO).

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):

G-1 Future Agenda Items

- **H. BOARD COMMENTS**: Status reports and comments from the members of the Carson Area Metropolitan Planning Organization Board.
- I. **PUBLIC COMMENT**: Members of the public who wish to address the Metropolitan Planning Organization may approach the podium and speak on any matter that is not specifically included on the agenda as an action item and allowable under the Open Meeting Law. 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 Metropolitan Planning Organization 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.

J. For Possible Action: ADJOURNMENT

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, October 8, 2014, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Thursday, September 4, 2014, 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

CARSON AREA METROPOLITAN PLANNING ORGANIZATION Minutes of the July 9, 2014 Meeting Page 1

A regular meeting of the Carson Area Metropolitan Planning Organization was scheduled for 4:30 p.m. on Wednesday, July 9, 2014 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

- PRESENT: Vice Chairperson Ray Fierro Member Brad Bonkowski Member Jon Erb Member John McKenna Member Robert McQueary Ex-Officio Member Jason Van Havel
- STAFF: Darren Schulz, Public Works Department Director Patrick Pittenger, Transportation Manager Daniel Doenges, Senior Transportation Planner Graham Dollarhide, Transit Coordinator Joseph Ward, Senior Deputy District Attorney Kathleen King, Chief Deputy Clerk

NOTE: A recording of these proceedings, the CAMPO'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 Clerk's Office, during regular business hours.

A. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:30:36) - Vice Chairperson Fierro called the meeting to order at 4:30 p.m. Roll was called; a quorum was present. Member Smolenski was absent.

B. PUBLIC COMMENT(4:32:04) - Vice Chairperson Fierro entertained public comment. (4:32:40) Mr. Pittenger invited former CAMPO Chair and Regional Transportation Commissioner Jim Mallery to the podium, and provided background information on his service. Mr. Pittenger read into the record the language of a plaque, and presented the same to Mr. Mallery. (4:33:58) Mr. Mallery expressed appreciation for the opportunity to have served the community and the City. He commended the efficiency by which the City accomplishes projects. Vice Chairperson Fierro thanked Mr. Mallery for his service and entertained additional public comment. No further public comment was forthcoming.

C. POSSIBLE ACTION ON APPROVAL OF MINUTES - May 14, 2014 (4:35:12) - Vice Chairperson Fierro entertained a motion to approve the minutes. Member Bonkowski moved to approve the minutes, as presented. Member McQueary seconded the motion. Motion carried 5-0.

D. AGENDA MANAGEMENT NOTICE (4:35:32) - Vice Chairperson Fierro entertained modifications to the agenda; however, none were forthcoming.

E. DISCLOSURES (4:35:50) - Vice Chairperson Fierro entertained disclosures of the CAMPO members; however, none were forthcoming.

DRAFT

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F. PUBLIC MEETING ITEMS:

F-1. INFORMATION ON THE PROPOSED CAMPO FEDERAL FISCAL YEARS 2015 - 2018 TRANSPORTATION IMPROVEMENT PROGRAM ("TIP") (4:36:01) - Vice Chairperson Fierro introduced this item, and Mr. Doenges reviewed the agenda materials. Vice Chairperson Fierro entertained questions or comments of the CAMPO members and of the public; however, none were forthcoming.

F-2. POSSIBLE ACTION ON THE ELECTION OF THE CAMPO CHAIRPERSON (4:37:57) - Vice Chairperson Fierro introduced this item, and Mr. Pittenger reviewed the agenda materials. Following a brief discussion, **Member McKenna moved to appoint Ray Fierro as the CAMPO chair. Member Bonkowski seconded the motion.** Vice Chairperson Fierro entertained additional nominations and, when none were forthcoming, called for a vote on the pending motion.

RESULT:	Approved [5 - 0]
MOVER:	Member John McKenna
SECOND:	Member Brad Bonkowski
AYES:	Members McKenna, Bonkowski, Erb, McQueary, and Vice Chair Fierro
NAYS:	None
ABSENT:	Member James Smolenski
ABSTAIN:	None

Chairperson-elect Fierro entertained nominations for CAMPO vice chair. **Member McQueary nominated Jim Smolenski for vice chair. Member McKenna seconded the nomination.** Chairperson-elect Fierro entertained additional nominations or discussion and, when neither were forthcoming, called for a vote on the pending motion.

RESULT:	Approved [5 - 0]
MOVER:	Member Robert McQueary
SECOND:	Member John McKenna
AYES:	Members McQueary, McKenna, Bonkowski, Erb, and Vice Chair Fierro
NAYS:	None
ABSENT:	Member James Smolenski
ABSTAIN:	None

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1. FUTURE AGENDA ITEMS (4:42:07) - Chairperson Fierro introduced this item, and Mr. Pittenger reviewed the tentative agenda for the August CAMPO meeting.

H. CAMPO MEMBER COMMENTS (4:42:30) - Chairperson Fierro entertained CAMPO member comments. Ex-Officio Member Van Havel related details of recent correspondence to the Nevada Department of Transportation from U.S. Department of Transportation Secretary Fox regarding future funding levels. Ex-Officio Member Van Havel responded to questions of clarification, and discussion followed.

I. PUBLIC COMMENT(4:47:03) - Chairperson Fierro entertained public comment; however, none was forthcoming.

DRAFT

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DRAFT

J. ACTION TO ADJOURN (4:47:11) - A motion was made, seconded, and carried unanimously to adjourn the meeting at 4:47 p.m.

The Minutes of the July 9, 2014 Carson Area Metropolitan Planning Organization meeting are so approved this _____ day of September, 2014.

RAY FIERRO, Chair

Item F-1

CARSON AREA METROPOLITAN PLANNING ORGANIZATION REQUEST FOR BOARD ACTION

Date Submitted: August 25, 2014 Meeting Date: September 10, 2014

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To approve Amendment No. 1 to Grantee's Agreement No. PR611-13-802 for the provision of Federal Transit Administration (FTA) Section 5339 funds.

Staff Summary: The proposed amendment would extend the termination date of the agreement from September 30, 2014 to June 30, 2015 to allow CAMPO more time to expend the funds provided. It would also increase the FTA dollar amount from \$101,686 to \$205,292, adding the Federal Fiscal Year (FFY) 2014 apportionment of funds to the FFY 2013 apportionment.

Type of Action Requested: (check one)

(□) None – Information Only (☑) Formal Action/Motion

Recommended Board Action: I move to approve Amendment No. 1 to Grantee's Agreement No. PR611-13-802 for the provision of Federal Transit Administration (FTA) Section 5339 funds.

Explanation for Recommended Action: The proposed amendment would extend the termination date of the agreement from September 30, 2014 to June 30, 2015 to allow CAMPO more time to expend the funds provided. The amendment would also add the FFY 2014 apportionment of grant funds to the FFY 2013 apportionment originally provided for in the agreement. CAMPO currently uses Section 5339 funds to replace and rehabilitate bus-related facilities such as sidewalks which provide access to and from bus stops.

Applicable Statue, Code, Rule or Policy: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: FTA Section 5339

Alternatives: N/A

Supporting Material: Proposed Amendment No. 1; Grantee Agreement No. PR611-13-802.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By:	Destand Milly		Date: 9/2	114
	(Transportation Manager)		· · · · ·	
	m. 8		Date: 92	14
	(Public Works Director)		Date: 9121	14
	(Finance Director)		9 / a	1
	(District Attorney's Office)		Date: 1/2	114
Board Action [·]	Taken:			
Motion:		1)		Aye/Nay
	2	2)		

(Vote Recorded By)

Amendment No. 1 to Grantee's Agreement No. PR611-13-802

This Amendment is made and entered into this _____ day of _____, 2014, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Carson Area Metropolitan Planning Organization (CAMPO), a governmental agency, hereinafter called GRANTEE.

WITNESSETH:

WHEREAS, on February 20, 2014, the parties entered into Agreement No. PR611-13-802 to provide for the availability of 49 USC 5339 federal funds to provide funding to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities; and

WHEREAS, in the furtherance of its aforesaid purposes, 49 USC 5339 provides for the availability of federal funds for capital expenses in small urbanized areas of the State by way of a Federal Transit Administration ("FTA") Formula Grant Program to be administered by the DEPARTMENT; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR611-13-802.

NOW, THEREFORE, the parties agree as follows:

- A. The termination date referenced in Article IV, Paragraph 1, shall be changed from September 30, 2014 to June 30, 2015.
- B. Article III, Paragraph II, is amended by increasing the FTA dollar amount to Two Hundred Five Thousand Two Hundred Ninety-Two and No/100 Dollars (\$205,292.00), and the amended GRANTEE amount to Fifty-One Thousand Three Hundred Twenty-Three and No/100 Dollars (\$51,323.00).
- C. All of the other provisions of Agreement No. PR611-13-802, dated February 20, 2014, shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment on the date first written above.

GRANTEE: Carson Area Metropolitan
Planning OrganizationSTATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATIONSignatureDirectorName (Print)Approved as to Legality and Form:Title (Print)Deputy Attorney GeneralApproved as to Form:Deputy Attorney General

Attorney

GRANTEE'S AGREEMENT

This Agreement is made and entered into the <u>20</u> day of <u>February</u>, 2014 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Carson Area Metropolitan Planning Organization (CAMPO), a governmental agency, hereinafter called "GRANTEE".

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements for such services that may be required; and

WHEREAS, the purpose of 49 USC 5339 is to provide funding to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities; and

WHEREAS, in the furtherance of its aforesaid purposes, 49 USC 5339 provides for the availability of federal funds for capital expenses in small urbanized areas of the State by way of a Federal Transit Administration ("FTA") Formula Grant Program to be administered by the DEPARTMENT; and

WHEREAS, the Governor of Nevada, in accordance with 49 USC 5339 has designated the DEPARTMENT as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income; and

WHEREAS, the GRANTEE is a public agency eligible to receive 49 USC 5339 grant funds; and

WHEREAS, the purpose of this Agreement is to provide FTA 49 USC 5339 capital funding to the GRANTEE to purchase/rehabilitate/construct bus stops and connecting sidewalks (make transit stops ADA accessible) for use in the GRANTEE's transportation program, hereinafter called the PROJECT; and

WHEREAS, before FTA Formula Grant Program funding will be made available to the GRANTEE, the GRANTEE and the DEPARTMENT shall be required to enter into an agreement whereby the functions of the project are identified.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - PURPOSE OF AGREEMENT

1. The purpose of this Agreement, and as further set forth within the GRANTEE's Transportation Improvement Program, attached hereto and incorporated herein as Attachment "A", is to provide capital assistance to the GRANTEE for the provision of transportation services, and to state the terms, conditions and mutual understanding of the parties as to the manner in which the PROJECT shall be undertaken and completed.

ARTICLE II - SCOPE OF PROJECT

1. The GRANTEE shall procure buses, related equipment, bus-related facilities, purchase/rehabilitate/construct bus stops, and or to make transit stops ADA accessible for use in the GRANTEE's transportation program consistent with FTA Third Party Contracting Requirements (FTA Circular 4220.1F) incorporated herein by reference, that best fit the needs of its agency.

2. The GRANTEE shall provide the necessary match money, which is twenty percent (20%) of the total PROJECT cost for the purchased vehicle(s), related equipment and or bus-related facilities prior to or at the time of delivery.

3. This Agreement is based on federal funds available through FTA Grant NV-34-0002 and the vehicle(s), related equipment and or bus-related facility is/are being purchased for use in the Carson Area Metropolitan Planning Organization (CAMPO) transportation program. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.526.

ARTICLE III - COST

1. The GRANTEE agrees that it shall provide Twenty-Five Thousand Four Hundred Twenty-One Dollars and No/100 Dollars (\$25,421.00), representing twenty percent (20%) of the purchase price of the vehicles, related equipment, bus-related facilities or construction of bus related facilities purchased in connection with the PROJECT.

2. The actual project cost is One Hundred Twenty-Seven Thousand One Hundred Seven and No/100 Dollars (\$127,107.00) with FTA funding eighty percent (80%) or One Hundred One Thousand Six Hundred Eighty-Six and No/100 Dollars (\$101,686.00), and the GRANTEE through local funds providing twenty percent (20%) or Twenty-Five Thousand Four Hundred Twenty-One and No/100 Dollars (\$25,421.00).

ARTICLE IV - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including September 30, 2014.

2. The GRANTEE shall comply with all terms, conditions, and requirements of this Agreement and the FTA Section 5339 – Bus and Bus Facilities Program, as stated in the State Management Plan, incorporated herein by reference.

3. The GRANTEE shall provide its clients and employees with a complaint resolution process approved in writing by the DEPARTMENT.

4. The GRANTEE shall provide the DEPARTMENT with a quarterly written Agency Information Report describing the trips made by the transit system. This information shall include and indentify the type of trip (medical, nutrition, employment, etc), who took the trip (elderly, disabled, and/or public) and how many miles and hours the vehicles were driven. (See Attachment "B" attached hereto and incorporated herein by reference).

5. The GRANTEE shall provide the DEPARTMENT with a transportation schedule listing the days and hours per day of service and provide the amount of donation requested from the GRANTEE's clients. If a fare is charged to non-clients, this charge shall also be disclosed to the DEPARTMENT.

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6. The GRANTEE shall, before commencing performance services under the provisions of this Agreement, furnish to the DEPARTMENT, proof of worker's compensation insurance as required by the Nevada Revised Statutes.

7. The GRANTEE shall furnish the DEPARTMENT with insurance certificates, declaration pages and endorsements designating the DEPARTMENT as an additional insured, evidencing collision, comprehensive and liability insurance, with a limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and shall provide the DEPARTMENT with proof of worker's compensation insurance as required by the Nevada Revised Statutes. All insurance required by this Agreement shall be maintained for the entire period of the PROJECT. The policies shall require the provision to the DEPARTMENT of no less than thirty (30) calendar day's written notice of any modifications or cancellations of said policies, and the GRANTEE shall provide the DEPARTMENT with no less than thirty (30) calendar day's written notice of any modifications of said policies. The GRANTEE shall furnish the DEPARTMENT with certificates, declarations pages and endorsements evidencing its insurance with the GRANTEE's return of the executed Agreement, and at six (6) month intervals during the duration of the PROJECT.

8. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less that A-: VII.

9. The GRANTEE shall provide the DEPARTMENT, on a quarterly basis, with a written PROJECT Progress Report detailing any changes or additions to the PROJECT as described in Article I, Paragraph 1 of this Agreement.

10. The GRANTEE shall comply with all applicable FTA regulations, including but not limited to those addressing Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Coordination and Public Hearings, as described in the State Management Plan, incorporated herein by reference, and as certified by the GRANTEE in the application for funds, incorporated herein by reference.

11. The GRANTEE shall comply with all applicable FTA required drug free work place and alcohol testing regulations.

ARTICLE V - PURCHASE AND USE OF PROJECT VEHICLES AND EQUIPMENT

1. The following paragraphs describe the procedure for acquiring and using vehicles purchased through a FTA capital grant or those vehicles and or equipment used in an operation funded by a FTA capital grant, herein referred to as the "PROJECT VEHICLES AND EQUIPMENT".

2. The purchase of PROJECT VEHICLES AND EQUIPMENT financed in whole or in part by an FTA capital grant, may be undertaken by the DEPARTMENT on behalf of the GRANTEE in accordance with the procedures established by the DEPARTMENT.

3. The purchase of PROJECT VEHICLES AND EQUIPMENT financed in whole or in part by an FTA capital grant, may be undertaken by the GRANTEE through "Piggybacking" in accordance with the FTA Best Practices Procurement Manual incorporated herein by reference and available at <u>www.fta.dot.gov</u>. The GRANTEE shall comply with the DEPARTMENT "Piggybacking Guidelines" established by the DEPARTMENT as set forth in Attachment "C", attached hereto and incorporated herein, and hereinafter referred to as the "Piggybacking Guidelines".

4. "Piggybacking" is defined by the FTA as: "Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process ("FTA" Dear Colleague" letter, October 1, 1998")" in accordance with the FTA Best Practices Procurement Manual incorporated herein by reference and available at <u>www.fta.dot.gov</u>.

5. Should the GRANTEE choose to purchase PROJECT VEHICLES AND EQUIPMENT through "Piggybacking" the GRANTEE shall be responsible for One Hundred Percent (100%) of the Vehicles/Equipment costs prior to seeking reimbursement from the DEPARTMENT. In consideration of the GRANTEE's continuous and satisfactory performance of its duties required under this Agreement, the DEPARTMENT shall reimburse the GRANTEE, upon the DEPARTMENT's receipt of the GRANTEE's signed auditable invoices for DEPARTMENT approval, with said invoices supported by true and factual expense documentation, including and not limited to a Final Invoice for the Vehicles/Equipment purchase, a Dealer Report of Sale, a Certificate of Origin, and a Certified Inspection Document. The invoices must be submitted on the GRANTEE's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form.

6. Registration to the PROJECT VEHICLES shall be in the name of the GRANTEE, and the DEPARTMENT shall be identified as the lien holder on the Title. The DEPARTMENT shall hold the Title until either the PROJECT is terminated or the useful life of the PROJECT VEHICLES have been reached. Useful life of the PROJECT VEHICLES is defined as follows:

Type of Vehicle	Useful Service Life
Minivans and Vans	4 years or 100,000 miles
Minibuses w/four wheels	5 years or 150,000 miles
Minibuses, cutaway style, dual rear wheels, wheelbase up to 158"	5 years or 150,000 miles
Minibuses, cutaway style, dual rear wheels, wheelbase 159"-181"	5 years or 150,000 miles
Buses, GVW 14,000-19,000 lbs.	8 years or 200,000 miles
Buses, GVW 19,001-27,000 lbs.	9 years or 350,000 miles
Buses GVW greater than 27,000 lbs.	12 years or 500,000 miles

7. The GRANTEE agrees that the PROJECT VEHICLES AND EQUIPMENT shall be used to provide transportation services within the service area described in the PROJECT description contained in the GRANTEE's Application, (Attachment "A") for the duration of its useful life.

 The GRANTEE may use the PROJECT VEHICLES AND EQUIPMENT to assist in providing meal delivery services for homebound persons on a regular basis if the meal delivery services do not conflict with the provision of transit services or result in a reduction of service to transit passengers.

 The GRANTEE shall be responsible for repairing or replacing the PROJECT VEHICLESAND EQUIPMENT if they are damaged by an accident, vandalism, act of nature or any and all other causes.

10. When the PROJECT VEHICLES AND EQUIPMENT are no longer needed, or cannot be used for their intended purposes, the GRANTEE shall immediately provide written notification to the DEPARTMENT. The DEPARTMENT, by written instructions, shall direct the

GRANTEE in the disposal or transfer of the PROJECT VEHICLES AND EQUIPMENT, in accordance with the Statewide Transit Program Management Plan, incorporated herein by reference.

11. If the PROJECT VEHICLES AND EQUIPMENT are involved in an accident or collision, then the GRANTEE shall immediately provide written notification to the DEPARTMENT. The GRANTEE shall also provide the DEPARTMENT with information collected by the State Highway Patrol and other regulatory agencies relating to the cause of the accident or collision and citations issued to the drivers involved. Driver training may be recommended by the DEPARTMENT to the GRANTEE and its drivers.

12. The GRANTEE shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the Federal and State interests in any PROJECT VEHICLES AND EQUIPMENT, nor shall it obligate itself in any other manner, with any third party with respect to the PROJECT VEHICLES AND EQUIPMENT, unless such lease, pledge, mortgage, lien, contract, or other obligation is either in conformance with the standards of FTA guidelines or is otherwise expressly authorized in writing by the DEPARTMENT.

13. The GRANTEE shall not by any act or omission of any kind impair the DEPARTMENT's continuing control over the use of the PROJECT VEHICLES AND EQUIPMENT.

14. The GRANTEE shall keep satisfactory records with regard to the use of the PROJECT VEHICLES AND EQUIPMENT and shall submit to the DEPARTMENT upon request such information as is required by the DEPARTMENT in order to assure compliance with this Agreement.

15. The GRANTEE shall immediately provide written notification to the DEPARTMENT in all cases where PROJECT VEHICLES AND EQUIPMENT are used in a manner different from that described in the PROJECT description.

16. The GRANTEE shall at all times maintain the PROJECT VEHICLES AND EQUIPMENT at such high level of cleanliness, safety and mechanical soundness as required by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to inventory maintenance records in order to confirm that proper maintenance has been conducted pursuant to the terms of this Agreement. The GRANTEE shall adopt the State Transit Maintenance Plan or approved County/Fleet Maintenance plan, incorporated herein by reference, and shall provide the DEPARTMENT with written quarterly reports summarizing the maintenance work performed during each month.

17. The GRANTEE shall ensure that anyone operating PROJECT VEHICLES shall as a condition precedent to their operation, have first completed the mandatory driver training courses, including: Defensive Driving, First Aid/CPR, Air and Blood Borne Pathogen Awareness, ADA Passenger Techniques and Sensitivity (ADAPTS), and Customer Services, as defined by the Statewide Transit Program Management Plan, incorporated herein by reference.

18. The GRANTEE shall permit the DEPARTMENT, the Comptroller General of the United States, the Secretary of the U. S. Department of Transportation, and/or their authorized representatives, to inspect, fiscally inventory, and/or audit all vehicles and equipment purchased for the GRANTEE as part of the PROJECT, all transportation services rendered by the GRANTEE by the use of such vehicles and equipment, and all relevant PROJECT data and records. The GRANTEE shall also permit the above named persons and/or entities to examine the books, records and accounts of the GRANTEE pertaining to the PROJECT.

ARTICLE VI - RECORDS AND REPORTS

1. The GRANTEE shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The GRANTEE shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

2. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FTA shall have access to such records of the GRANTEE as pertain to all matters arising under this Agreement and PROJECT, and the GRANTEE shall retain records subject to audit, for three (3) years from the date of Agreement expiration, termination or until the useful life of the vehicles are met.

ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar day's written notice by mutual consent of both parties, or unilaterally by the DEPARTMENT, without cause.

2. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or Federal Transit Administration (FTA) and the ability of the GRANTEE to secure the required matching funds. The DEPARTMENT may terminate this Agreement, and the GRANTEE waives any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. Either party upon service of written notice of default or breach to the other party upon the following grounds may terminate this Agreement:

4. If the GRANTEE fails to provide or satisfactorily perform any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

5. 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 the GRANTEE or subcontractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

6. If the GRANTEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7. If any party materially breaches any material duty under this Agreement and any such material breach impairs the other party's ability to perform; or

8. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the GRANTEE, or any agent or representative of the GRANTEE, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to

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awarding, extending, amending or making any determination with respect to the performing of such agreement.

9. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. The date of the postmark on the written notice will be the service date.

10. Upon termination or cancellation of the services embraced under this Agreement, all PROJECT VEHICLES AND EQUIPMENT purchased with FTA funds shall be returned to the DEPARTMENT.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The GRANTEE certifies that neither it nor its principals, or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. ADA: The GRANTEE and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.

c. Civil Rights: The GRANTEE and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

d. Disadvantaged Business Enterprises (DBEs): In connection with the performance of this Agreement, the GRANTEE shall cooperate with the DEPARTMENT in meeting the DEPARTMENT's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to insure that the DBEs have the maximum practicable opportunity to compete for subcontract work under this Agreement.

2. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The GRANTEE shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The GRANTEE, with regard to the work performed by it during the term of the Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-

related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The GRANTEE shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GRANTEE of the GRANTEE's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

d. Information and Reports: The GRANTEE shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by the DEPARTMENT and or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations or directives.

e. Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the GRANTEE under this Agreement until the GRANTEE complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors shall include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the Federal Transit Administration.

g. Incorporation of Provisions: The GRANTEE shall include the provisions of Paragraphs (a) through (e) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.

3. The GRANTEE shall include all federally required procurement clauses in all purchase contracts as required by the State Management Plan, incorporated herein by reference to include those clauses pertaining to: Buy America, Debarment and Suspension and Lobbying.

4. The GRANTEE shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

5. The GRANTEE shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.

6. The GRANTEE 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 the PROJECT and this Agreement.

7. The GRANTEE shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws and regulations.

 The GRANTEE and all successors, executors, administrators, and assigns of the GRANTEE's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

9. No member, officer or employee of the GRANTEE during his or her tenure and for a period of one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FTA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the State District Courts of the State of Nevada.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) calendar days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid for the fiscal year budget in existence at the time of the breach.

13. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada State District Courts for enforcement of this Agreement.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director ATT.: Tom Greco, P.E., Assistant Director – Planning Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712 Phone: (775) 888-7440 Fax: (775) 888-7201 E-Mail: tgreco@dot.state.nv.us

FOR GRANTEE:

Jim Mallery, Chairman Attn: Patrick Pittenger, AICP, PTP Carson Area Metropolitan Planning Organization 3505 Butti Way Carson City, NV 89701 Phone: (775) 283-7396 Fax: (775) 887-2112 E-mail: ppittenger@carson.org

15. The GRANTEE shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the DEPARTMENT.

16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, breach of contract, or for any reasons whatsoever pursuant to the terms and or provisions of this Agreement.

18. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the GRANTEE. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the GRANTEE's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

19. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, winds storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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 Agreement after the intervening cause ceases.

20. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. The GRANTEE acknowledges and agrees 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 Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party pertaining to any matter resulting from the underlying Agreement.

22. The GRANTEE 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 an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. 5311, the Federal Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) against the GRANTEE, to the extent the Federal Government deems appropriate.

23. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

24. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

27. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.

28. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

29. This Agreement, and the attachments thereto: Attachment A - "Transportation Improvement Program", Attachment B - "NDOT Instruction Manual for Reporting Program Ridership", and Attachment C - "NDOT Piggybacking Guidelines" constitutes the entire Agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and the Attorney General.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

GRANTEE: Carson Area Metropolitan **Planning Organization**

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Signature

Name (Print)

VUNS undger Title (Print)

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Director

APPROVED as to Legality and Form:

Deputy Attorney General

ATTACHMENT "A"

Table 3
Carson Area Metropolitan Planning Organization (CAMPO) Transportation Improvement Program
FFY 2014 to FFY 2017 - 8/14/13

			T						_				Project Co	ntributions (\$	(a'000		
Project Number	Implementing Agency mprovements	Project Description	Limits	Improvements	Phase	2014	2015	2016	2017	Total	Federal	Fund Type	State	Fund Type	Local	Fund Type	TOTAL
NDOT003		US 50 Carson City Package 1 of the US 50 Upper Clear Creek Watershed Storm Drain Project	1.95 miles west of the junction of Forest Service Rd to the junction of Tahoe Golf Club Drive interchange	Construction of storm drain trunkline, drop inlets, trench drains, detention basin, slope flattening grading, concrete curb & gutters, channel work	c		6,200			6,200	5,890	NIPP	310	State Match			6,20
NDOTOOS	NDOT	US 50 Widening and Corridor Improvements	Mound House from Carson City/Lyon County line to 1 mile east of SR 341	Widen roadway to accommodate raised median slands, construct new interchange and off-system roads	с				22,000	22,000	20,900	NHPP	1,100	State Match			22,00
NDOT007	NDOT	US 395, Carson City Freeway Package 28-3	South Carson St (SR 529) to Fairview Dr	US 50 Jct to Snyder Grade Separation: Interim Roadway, and Snyder grade separation to Fairview. four lane controlled access freeway to include signs, lighting, sound walls and L&A	с		42,000			42,000	39,900	мнрр	2,100	State Match			42,00
NDOTOOS	NDOT	US 50 3R Preservation Project	US 50 from Deer Run Road in Carson City to the Carson City/Lyon County line.	Mill and fill with open grade wearing course and isolated patching	м	3,150				3,150	3,000	NHPP	150	State Match			3,150
NDOTOOS	NDOT	US 50 3R Preservation Project	US 50 from the Carson City/Lyon County line to 0.5 miles east of the junction with SR 341	Mill and fill with open grade	м	3,150				3,150	3,000	NHPP	150	State Match			3,150
CC024	CCRTC	Fairview Drive Median Safety Improvement	Carrion Street to Roop Street	Install a concrete median with left turn pockets	c	120				120	114	Federal Safety			6	CCRTC	120
LC002	LCRTC	US SO/Dayton Valley Rd Intersection Improvements	US50/Dayton Valley Rd	Back-up Power	с	30				30					30	LC Roads	30
		THE DIVERSION		Roadway Totals		6,450	48,200	0	22,000	76,650	72,804		3,810		36		76,650
CC025	CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	One (1) bus for Carson City JAC fixed route service	CA	220				220	183	5307			37	CCRTC	220
CC004	CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	Three (3) Buses for Carson City JAC Assist service	CA			400		400	340	5307			60	CCRTC	400
CC006	CCRTC	Preventive Maintenance	For Jump Around Carson (JAC) Operations	Capital Cost of Preventive Maintenance	CA	115	118	122	126	481	385	5307			96	CCRTC	481
CC007	CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route & Paratransit Services	0	645	664	684	705	2,698	1,349	5307			1,349	CCRTC	2,698
CC008	CCRTC	RTC INTERCITY Transit Service: Reno to Carson City	Operations within the CAMPO Boundary	RTC INTERCITY Operations within CAMPO Boundary, Commuter Service - M-F	0	40	40	40	40	160	80	5316/5307			80	CORTO	160
CC015	CCRTC	Bus stop improvements	Improved access to transit stops throughout JAC service area	Rehabilitation/renovation of transit stops and pedestrian access/walkways near transit stops	C, CA	300	300	300		900	900	5307/CDBG				CORTC	900
CC018	CCRTC	Acquire Bus Passenger Shelters	For transit stops throughout JAC service area	Acquisition and installation of bus passenger shelters	CA	31		33		64	51	5307			13	CCRTC	64
CC027		Architectural and Engineering (A&E) Services for Fleet Maintenance Facility Expansion	Fleet Services Facility at 3303 Butli Way, Bldg. 2	Feasibility study to document condition and adequacy of existing facility, preliminary concept building design, environmental documentation, and development of a staging and financing plan.	ε	120				120	96	5307			24	CORTO	120
CC028	CCRTC	Capital Cost of Contracting for Public Transit Service – Carson City	For Jump Around Carson (JAC) Purchased Transportation	Capital Cost of Enhanced Mobility for Services and Individuals with Disabilities	CA	292				292	234	5310			58	CCRTC	292
CC029	CORTO	Construction of Fieet Maintenance Facility	Fleet Services Facility at 3303 Butti Way, Bidg 2	Construction of fleet maintenance facility for JAC busies.	с	1,000				1,000	800	5307		-	200	CCRTC	1,000
CC030	CORTO	Improved Connectivity and Accessibility to Bus Stops	Various locations throughtout Carson City	Construction/rehabilitation of pedestrian access/waikways near transit stops	с	400				400	400	5339/CDBG				CCRTC	400
CC031	CORTO	Transit Security	Buses and bus facilities	Security improvements on buses and bus facilities	c	10	10	10	10	40	32	5307			8	CORTO	40
MP0001	CAMPO	Responsibilities as Grantee	CAMPO	Provide certifications & assurances, apply for and manage FTA funds	CA	25	25	25	25	100	80	5307			20	CAMPO	100
				Public Transit Totals		3,198	1,158	1,614	905	6,876	4,930		0	-	1,945		6,876
CC020	CCRTC	Hells Bells Pedestrian Project	Hells Bells Rd from Mexican Trail to E Fifth St and E Fifth St from Hells Bells Rd to	Construct sidewalk, curb and gutter, storm drain improvements.	E,C	237				237	237	SRTS					237
CC021	CCRTC	E. Fith Street Bike Lane Improvements	Eagle Valley Middle School E. Fifth Street from Salenan Road to Fifth	Widen roadway to accommodate bike lanes	E.C.	256	-		-	256	244	SRTS /			12	CCRTC	256
CC022	Automatica (Route 50 Bike Path Improvements	Street freeway overpass William Street from Saliman Road to just west of the US 50 freeway interchange	Remove/replace approx. 1,600 ft AC path with 10-ft concrete path, improve drainage, install	E,C	210		_		210	200	Enhancement TAP			10	CCRTC	210
CC032	CCRTC	Western Nevada College Sklewalk Improvements	South side of College Pkwy from the west end of existing sidewalk leading to WNC	signs/striping Construction of approx. 3,150 sq. ft. of ADA accessible sidewalk and crosswalks	с	105				105	100	TAP			5	CCRTC	105
CC033	CCRTC	Highway 50 East Multi-Use Path Maintenance		Restoration/replacement of AC path, ADA,	с	189				189	180	TAP			9	CCRTC	189
LC003	LC	and Safety Upgrade Carson River Multi-use path	to College Parkway/Fairview Drive Deer Run Road to Santa Maria Park	sign, striping, drainage improvements River Corridor multi-use trail feasibility analysis and preliminary design	P				150	150					150	LC Gen Fund	150
LC004	LC	Dayton Schools Safe Routes to School Project	Vicinity of Dayton Elementary, Middle, and High Schools, Dayton Valley Road	Purchase & install street signs, radar signs, paint crosswalks & curbs	CA	50				50	48	TAP			2	LC Roads	50
_			Trans and white program watery repaid	Bicycle and Pedestrian Totals	-	1.047	0	0	150	1.197	1.008				180		1.197

Table 3 Carson Area Metropolitan Planning Organization (CAMPO) Transportation Improvement Program FFY 2014 to FFY 2017 - 8/14/13

Project	Implementing												Project Co	ntributions (\$6	00's)		
Number	Agency	Project Description	Limits	Improvements	Phase	2014	2015	2016	2017	Total	Federal	Fund Type	State	Fund Type	Local	Fund Type	TOTAL
Other Impre	overnents		and the second	And the second	Set Pally Inc	2012201	and stand in	married and the	de la factor a ser					and the second party of	12221	and the second second	
NSRM002	NSRM		Nevada State Railroad Museum 2180 South Carson Street	Landscape & entry sign improvements at the museum entry on Carson Street	с	76				76	57	STP Enhancement	19	NSRM			76
V7001		Re -Construction of the V&T Railroad - Phase 38; Eastgate Station Expansion	Prom Eureva Siding through the Carson River Canyon to Balloon Track @ Memmac Siding (2.5 Mainline Miles); Eastgate Station Expansion from existing mode to Est Drive similar (7.6 Miles)	Reconstruction of approx, 2.5 mäes of mainline nairoad track on existing rairoad grade in Carson River Carlyon; Eastaglie Station Expansion Improvements of Fliet Drive including passengerlyard tracks and service facilities, depot & maintence facilities.	A E	268	25	25	25	343	243	FY 09 Appropriation			100	Commission Local Funds	343
				Other Totals	-	344	25	25	25	419	300		19		100	-	411
			GRAND TOTALS			11 039	49 383	1.639	23,080	85 142	29.041		3,829		2 271		85.14

GRAND DTML
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ATTACHMENT "B"

NEVADA DEPARTMENT OF TRANSPORTATION

INSTRUCTION MANUAL

FOR

REPORTING PROGRAM RIDERSHIP





September 2010

Prepared by: Transportation/Multimodal Planning Transit Section Nevada Department of Transportation

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Introduction	1
Rural Transit Ridership data	2
Elderly/Disabled Program Ridership data	4

INTRODUCTION

Upon receiving federal funding, one of the following reports is <u>contractually mandatory</u> from the Federal Transit Administration and the Nevada Department of Transportation (NDOT). NDOT will determine which report your agency is to submit.

1. Rural Transit Ridership Data Entry Form

2. Elderly/Disabled Program Ridership Data Entry Form

These reports will be used as a determination factor as to whether the agency will be considered for funding in the future, as well as for statewide rural transit program statistical purposes.

IMPORTANT: Ridership data for these reports are based on the agencies overall program not just for NDOT funded vehicles.

Reports are to be submitted 20 days after each quarter:Reporting Period
Oct-Dec (1)Deadline
Jan 20Reporting Period
Apr-June (3)Deadline
July 20Jan-Mar (2)Apr 20July-Sept (4)Oct 20

<u>These reports are to be submitted electronically in MS Excel 2007.</u> <u>Contact NDOT staff below for further submittal instructions:</u>

Melissa Chandler (775) 888-7466 Jana Mabry (775) 888-7356 Melisa Kunter (775) 888-7355

Rural Transit Ridership Data Entry Form Instructions

<u>Agency Name</u>: Select your agency from the drop down menu. The number in front of your agency is your NDOT reporting ID and is for Department information only.

<u>Primary County of Service:</u> Select the county your agency is located in from the drop down menu. Many agencies provide service in multiple counties; in this case please select the primary county you provide service to. **Quarter:** Select the number corresponding to the quarter the data is from in the drop down menu:

#1 = Oct - Dec, #2 = Jan - Mar, #3 = Apr - Jun, #4 = Jul - Sept.

<u>Year:</u> Select the current federal fiscal year the data is for from the drop down menu. (i.e. Select 2011 for FY11 = Oct 1, 2010 -Sept 30, 2011)

Passengers/Rev Mile: Do not enter data in the section. This section will be automatically populated based on data you entered in the other sections. This is an average number of passengers the agency carries per mile of service. This excludes deadhead miles.

Passengers/Rev Hour: Do not enter data in the section. This section will be automatically populated based on data entered in the other sections. This is an average number of passengers the agency carries per hour of service. This excludes deadhead miles.

<u>Reportable Incidents</u>: If a vehicle, driver, or passenger was involved in an accident, or other incident related to the program that was reported and nobody was injured you would include those incidents in this section. If none enter "0".

Fatalities: If a vehicle, driver, or passenger was involved an accident, or other incident related to the program that was reported and anyone was killed you would include those incidents in this section. If none enter "0".

Injuries: If a vehicle, driver, or passenger in was involved an accident, or other incident related to the program that was reported and anyone was injured you would include those incidents in this section.

Service Type:

Bus: Fixed Route/Deviated Fixed Route ridership

Demand Response: On-call, complimentary paratransit, demand response, door to door ridership

Vanpool: Vanpool program ridership

Intercity: Regional transit running between cities and towns on a fixed schedule ridership

Other: Any other programs not listed above

<u>Regular unlinked Passenger Trips:</u> The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Sponsored unlinked Passenger Trips: Sponsored service is public transportation services that are paid, in whole or in part, directly to the transit provider by a third party. Common sponsors include the Veterans Administration, Division of Aging Services, Medicare, sheltered workshops, the Association for Retarded Citizens-Arc, Assisted Living Centers, and Head Start programs. Sponsored Service also includes Charter Service that is provided by the transit provider. Record any passenger trips that are sponsored in this section.

Vehicle Revenue Miles: Miles operated by all program vehicles in each service type after deadhead miles have been deducted.

<u>Vehicle Revenue Hours</u>: Hours operated by all program vehicles in each service type after deadhead hours have been deducted.

*Deadhead Hours & Miles: Hours and miles vehicles are being operated without passengers. (i.e. bus leaves garage to first stop and no passengers are on the bus, do not count these miles/hours as Revenue.)

Totals: Do no enter data in this section. Totals sections will be automatically populated based on data entered in other sections.

SAMPLE FORM:

Agency Name:	(Select Your Agen	cy from Drop Dow	n)	
Primary County of Service:	Lyon			
Quarter:	1			
Year:	2011			
Passengers/Rev Mile:	0.54			
Passengers/Rev Hour:	3.27			
Reportable incidents:	0			
Fatalities:	0			
Injuries:	0			
「学校である」の	的公司法律的目标。			陸自由時代的制度
Service Type	Regular Unlinked Passenger Trips	Sponsored Unlinked Passenger Trips	Vehicle Revenue Miles	Vehicle Revenue Hours
Bus	2500	300	5000	600
Demand Response	1000	100	4000	600
Vanpool	800	5	3000	600
Intercity	5000	200	6000	600
Other	1500	100	2000	900
Totals	10800	705	20000	3300

Red font indicates that data cannot be entered in the cell, as these cells are automatically populated

Elderly/Disabled Program Ridership Data Entry Form Instructions

<u>Agency Name</u>: Select your agency from the drop down menu. The number in front of your agency is your NDOT reporting ID and is for Department information only.

<u>Primary County of Service</u>: Select the county your agency is located in from the drop down menu. Many agencies provide service in multiple counties; in this case please select the primary county you provide service to.

Quarter: Select the number corresponding to the quarter the data is from in the drop down menu:

#1 = Oct - Dec, #2 = Jan - Mar, #3 = Apr - Jun, #4 = Jul - Sept.

<u>Year:</u> Select the current federal fiscal year the data is for from the drop down menu. (i.e. Select 2011 for FY11 = Oct 1, 2010 -Sept 30, 2011)

Total Passenger Trips: Do not enter data in the section. This section will be automatically populated based on data you entered in the other sections. This is a sum of the passenger data entered in the table which includes all Elderly, Disabled, and Other data.

Total Revenue Hour: Hours operated by all program vehicles after deadhead miles have been deducted.

Total Revenue Miles: Miles operated by all program vehicles after deadhead miles have been deducted.

<u>Reportable Incidents</u>: If a vehicle, driver, or passenger was involved in an accident, or other incident related to the program that was reported and nobody was injured you would include those incidents in this section. If none enter "0".

Fatalities: If a vehicle, driver, or passenger was involved an accident, or other incident related to the program that was reported and anyone was killed you would include those incidents in this section. If none enter "0".

Injuries: If a vehicle, driver, or passenger in was involved an accident, or other incident related to the program that was reported and anyone was injured you would include those incidents in this section.

Ridership Table: Record unlinked passenger trips in the appropriate category as described below.

* <u>Unlinked Passenger Trips</u>: The number of passengers who board public transportation vehicles. Passengers are counted each time they board the vehicle(s). (I.E. a senior is picked up at their house travels to the store, then to the senior center, and back home. This person would board the vehicle 3 times so the driver would count 3 passenger trips for this one person under the appropriate categories.)

<u>Trip Type:</u> Nutrition, Medical, Education, Employment, Social/Rec, Personal, Residence, Agency are all possible destinations that a passenger could request. Select the most practical destination from the list provided if a client does not fit exactly under what is listed as a destination choice.

<u>Elderly Ambulatory</u>: An Elderly passenger that is capable of walking without the assistance of a mobility aid. <u>Elderly Non Ambulatory</u>: An Elderly passenger that utilizes a mobility aid.

Disabled Ambulatory: A Disabled passenger that is capable of walking without the assistance of a mobility aid.

Disabled Non Ambulatory: A Disabled passenger that utilizes a mobility aid.

Other: Any passenger that is not Elderly or Disabled. Typically this will be the general public.

Totals: Do no enter data in this section. "Totals" sections will be automatically populated based on data entered in other sections.

SAMPLE FORM:

Agency Name:	(Select Your Ag	ency from Drop	Down)		
Primary County of Service:	Elko				
Quarter:	1				
Year:	2010				
Total Passenger Trips:	1488				
Total Revenue Hours:	100				
Total Revenue Miles:	3250				
Reportable Incidents:	0				
Fatalities:	0				
Injuries:	0				
	Elde	erly	Disa	bled	
	Ambulatory	Non Ambulatory	Ambulatory	Non Ambulatory	Other
Nutrition	2	4	1	3	2
Medical	1	89	12	64	88
Education	3	67	55	28	77
Employment	5	44	37	69	118
Social/Recreation	5	8	16	9	65
Personal	7	15	44	61	88
Residence	X 2	4	4	81	64
Agency	91	76	6	65	8
Totals	116	307	175	380	510

Ridership Table

Red font indicates that data cannot be entered in the cell, as these cells are automatically populated

ATTACHMENT "C"

Nevada Department of Transportation (NDOT) Vehicle "Piggybacking" Guidelines

- The Grantee is defined as the entity that will be purchasing, operating, and maintaining the vehicle(s);
- The Vendor is defined as the entity that will be selling the vehicle(s) to the Grantee;
- The Contracting Agency is defined as the entity that originally procured the vehicle contract with the Vendor;
- The Grantee shall be responsible for reviewing all FTA and NDOT "Piggybacking" guidelines and regulations prior to "Piggybacking". Below are links to the FTA "Piggybacking" regulations:

FTA Best Practices Procurement Manual (BPPM): http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html

FTA Joint Procurements of rolling Stock BPPM 6.3.3 (Piggybacking requirements): http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6189.html#BM6_3_3

FTA Piggybacking Q & A:

http://www.fta.dot.gov/funding/thirdpartyprocurement/faq/grants_financing_6174.html

- The Grantee shall be responsible for finding the vehicle(s) that best fits their needs and researching different Vendors/Contracting Agencies that have an open "Piggybacking" contract for that particular vehicle(s);
- The Grantee shall complete the "Piggybacking" Worksheet to ensure that the Vendor/Contracting Agency chosen meets all of the FTA "Piggybacking" requirements;
- The Vendor/Contracting Agency's procurement bid award shall have an Assignability Clause that meets FTA requirements in order for the Grantee to "Piggyback";
- Once the Grantee has chosen a Vendor/Contracting Agency they shall have the Contracting Agency write them a letter granting them permission to "Piggyback". The letter must state the total amount of vehicles the Grantee is allowed to purchase through the Contracting Agency's Procurement;
- Once the Grantee has obtained the Letter from the Contracting Agency allowing them to "Piggyback" they would then apply to NDOT for FTA Grant Funds;
- The Grantee shall be responsible for any and all upfront costs the Vendor requests for the vehicle(s) order, including and not limited to cost of vehicle delivery and vehicle inspection fees upon delivery;
- NDOT shall not be responsible for reimbursing the Grantee until the Agreement between NDOT and the Grantee is executed, and the Grantee has provided NDOT with the Final Invoice, a Dealer Report of Sale, Certificate of Origin, and proof that the Vehicle(s) has been inspected by a certified mechanic;

- NDOT will require the following additional information with the Grantees Federal Grant Application:
 - a) A copy of the letter from the Contracting Agency granting the Grantee permission to "Piggyback";
 - b) A copy of the completed "Piggybacking" Worksheet with all required documents attached;
 - c) A copy of the Contracting Agency's Procurement Process and Bid Award (Shall have an Assignability Clause);
 - A copy of the Specifications from the Vendor for the vehicle(s) the Grantee is requesting including any adds/deletes;
 - e) A copy of the invoice from the Vendor stating the total vehicle cost including fees. This invoice is for pre-approval and should match the final invoice the Grantee receives from the Vendor upon delivery of the vehicle;
 - f) A letter from the Grantee stating how they will pay for the upfront costs, if any. If the Vendor does not require any upfront costs, the Grantee shall state that in the letter;
 - g) Justification for the need of the vehicle the Grantee is requesting. The Grantee shall provide the VIN for the existing vehicle(s) to be replaced.
- NDOT shall review all of the required information and will determine if the Grantee's requested "Piggyback" is acceptable meeting all FTA requirements;
- If the application for "Piggybacking" is accepted, NDOT shall enter into an Agreement with the Grantee.
 - The Agreement shall require the Grantee to provide NDOT with the Dealer Report of Sale, Certificate of Origin, and proof of a Certified Vehicle Inspection prior to NDOT reimbursing the Grantee for the Vehicle(s). The Agreement will also name NDOT the lien holder for the entire useful life of the vehicle as stated in the State Management Plan.
- With a Notice to Proceed from NDOT, the Grantee may purchase the Vehicle(s) prior to an executed agreement between NDOT and the Grantee. However, the Grantee will not be able to seek reimbursement from NDOT until that agreement is executed;
- The Grantee shall be responsible for providing NDOT with monthly ridership and maintenance reports for the vehicle(s);
- NDOT shall not be responsible for any malfunctions or warranty issues the Vehicle(s) may
 incur throughout the life of the Vehicle;
- NDOT shall not be responsible or liable for any contracts and/or agreements made between the Grantee and the Vendor and/or the Grantee and the Contracting Agency;
- NDOT reserves the right to deny reimbursement to the Grantee at any time if it becomes known that the Vendor, Contracting Agency, or Grantee failed to meet FTA requirements throughout the Procurement and/or "Piggybacking" process;
- NDOT reserves the right to deny reimbursement to the Grantee at any time during the Agreement if the Grantee does not submit the required information and/or documentation to NDOT prior to seeking reimbursement.

PIGGYBACKING WORKSHEET

Definition: Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process ("FTA" Dear Colleague" letter, October 1, 1998").

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation		
document, including the specifications and any Buy America Pre-		
award or Post-Delivery audits?		
2. Does the solicitation and contract contain an express		
"assignability" clause that provides for the assignment of all or		
part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by		
Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal		
regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original		
solicitation; i.e., were they in the original bid and were they		
evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original		
solicitation and resultant contract contain both a minimum and		
maximum quantity, and did these represent the reasonably		
foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option		
in the contract, is the option provision still valid or has it expired?		Sec. 1
8. Does your State law allow for the procedures used by the		
original contracting: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original		
contracting agency documenting the reasonableness of the price?		
Obtain a copy for your files.		
10. Does the contract term comply with the five-year term limit		
established by FTA?		
11. Was there a proper evaluation of the bids or proposals?		
Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are		
they "within the scope" of the contract or are they "cardinal		
changes"? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—Joint Procurements of Rolling Stock and "Piggybacking," and (c) FTA Circular 4220.1F.

Item F-2

CARSON CITY REGIONAL TRANSPORTATION COMMISSION REQUEST FOR COMMISSION ACTION

Date Submitted: August 27, 2014 Meeting Date: September 10, 2014

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To authorize the Transportation Manager to perform the role of National Transit Database (NTD) User Manager.

Staff Summary: If appointed, the Transportation Manager would have the authority to create, modify, and deactivate NTD accounts for employees of the Carson Area Metropolitan Planning Organization (CAMPO).

Type of Action Requested: (check one)

 (\square) None – Information Only

 (\boxtimes) Formal Action/Motion

Recommended Board Action: I move to authorize the Transportation Manager to perform the role of National Transit Database (NTD) User Manager.

Explanation for Recommended Action: The NTD is the Federal Transit Administration's (FTA) primary national database for statistics on the transit industry. As a recipient of FTA funds, CAMPO is required to submit regular reports to NTD.

With the release of a new version of the reporting system, the NTD is also implementing some changes with relation to users of the system. Requiring each recipient of Federal funds to assign a "User Manager" will help meet the NTD's desire to simplify reporting and improve security. The primary role of the User Manager is to authorize other staff, such as the Transit Coordinator, to access and submit reports using the NTD reporting system.

Applicable Statue, Code, Policy, Rule or Policy: N/A

Fiscal Impact: N/A Explanation of Impact: N/A Funding Source: N/A Alternatives: N/A Supporting Material: Designation of Authority Letter for the NTD User Manager Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: (Transportation Manager) (Public Works Director) 1 Cul (Finance Director (District Attorney's Office)

Date: _____ Date: 9/2/14Date: 9/2/14Date: 9/2/14Date:

_____ (Vote Recorded By)

PUBLIC WORKS DEPARTMENT

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FLEET SERVICES 3303 Butti Way, Building 2 Carson City, NV 89701-3498 Ph: 775-887-2356 Fx: 775-887-2258

OPERATIONS

(Water, Sewer, Wastewater, Streets, Landfill, Environmental) 3505 Butti Way Carson City, NV 89701-3498 Ph: 775-887-2355 Fx: 775-887-2112

ENGINEERING/ TRANSPORTATION/ **CAPITAL PROJECTS** 3505 Butti Way Carson City, NV 89701-3498 Ph: 775-887-2355 Fx: 775-887-2112

BUILDING and SAFETY PERMIT CENTER 108 E. Proctor Street Carson City, NV 89701-4240 Ph: 775-887-2310 Fx: 775-887-2202

PLANNING

108 E. Proctor Street Carson City, NV 89701-4240 Ph: 775-887-2180 Fx: 775-887-2278

HEARING IMPAIRED Dial 711

CARSON CITY NEVADA Consolidated Municipality and State Capital



Designation of Authority Letter for the NTD User Manager

September 10, 2014

The Carson Area Metropolitan Planning Organization hereby authorizes Patrick Pittenger, Transportation Manager to be assigned the role of NTD User Manager on behalf of the official below for the FTA National Transit Database. This individual has the authority to create, modify, and deactivate NTD accounts for employees of the Carson Area Metropolitan Planning Organization.

Ray Fierro Carson Area Metropolitan Planning Organization Chairperson