

**NOTICE OF PUBLIC MEETING OF THE
CARSON AREA METROPOLITAN PLANNING ORGANIZATION
WEDNESDAY, DECEMBER 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 December 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 www.carsonareampo.com, 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 September 10, 2014 meeting.

C-2 For Possible Action: Action to approve the minutes of the October 8, 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 authorize the Transportation Manager to execute Grantee's Agreement No. PR513-14-802 with the Nevada Department of Transportation (NDOT) and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% of the initial funding amount.

Staff Summary: CAMPO is seeking to enter into a new agreement with NDOT to receive Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds available through the Federal Transit Administration (FTA), to authorize the Transportation Manager to execute this agreement, and to authorize the Transportation Manager to sign future amendments to this agreement within the described threshold.

F-2 Information and update on the status of the Carson City Americans with Disabilities Act (ADA) Transition Plan.

Staff Summary: Staff will provide on update on the progress of the development of the ADA Transition Plan.

F-3 For Possible Action: To authorize the Transportation Manager to execute a cooperative agreement with the Tahoe Transportation District (TTD) for the purpose of the development of the Nevada Unified Transportation Plan.

Staff Summary: The Nevada Department of Transportation (NDOT) and the state's four Metropolitan Planning Organizations (MPOs) have agreed to develop a Nevada Unified Transportation Plan with the intention of generating discussion and support of transportation issues at the 2015 Legislative Session. Staff is seeking approval to contribute funding to this effort.

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, January 14, 2015, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations
on Thursday, December 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

DRAFT MINUTES
Regular Meeting
Carson Area Metropolitan Planning Organization
Wednesday, September 10, 2014 ● 4:30 PM
Community Center Sierra Room, 851 East William Street, Carson City, Nevada

Board Members:

Chair – Ray Fierro	Vice Chair – Jim Smolenski
Member – Brad Bonkowski	Member – Jon Erb
Member – Mark Kimbrough	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
Tamar Warren, Deputy Clerk/Recording Secretary

NOTE: A recording of these proceedings, the Board’s agenda materials, and any written comments or documentation provided to the recording secretary during the meeting are public record. These materials are on file in the Clerk-Recorder’s Office, and available for review during regular business hours.

The televised CAMPO meetings are available on: <http://www.breweryarts.org/carsontv-public-access/rtccampo/>.

A. CALL TO ORDER AND DETERMINATION OF QUORUM (4:31:14) – A quorum was present.

Attendee Name	Status	Arrived
Chairperson Ray Fierro <i>Represented by Mike Workman</i>	Present	
Vice Chairperson Jim Smolenski	Present	
Member Brad Bonkowski	Present	
Member Jon Erb	Absent	
Member Mark Kimbrough	Present	
Member John McKenna	Present	
Member Robert McQueary	Present	
Ex-Officio Member Jason Van Havel <i>Represented by Coy Peacock</i>	Present	

B. PUBLIC COMMENT

(4:32:50) – Paul McGrath, a Carson City resident, wished to address the use of the 5 cent gasoline tax. Member McKenna suggested discussing the Carson City Matters in the Regional Transportation Commission (RTC) meeting, which would take place following the CAMPO meeting.

C. For Possible Action: APPROVAL OF MINUTES

C-1 For Possible Action: ACTION TO APPROVE THE MINUTES OF THE JULY 9, 2014 MEETING.

(4:34:25) – MOTION: I move to approve the minutes of July 9, 2014 meeting as presented.

RESULT:	APPROVED (5-0-1)
MOVER:	Bonkowski
SECONDER:	McQueary
AYES:	Smolenski, Bonkowski, Kimbrough, McKenna, McQueary
NAYS:	None
ABSTENTIONS:	Workman
ABSENT:	Erb

D. AGENDA MANAGEMENT NOTICE (4:34:45) – None.

E. DISCLOSURES

(4:34:54) – None.

F. PUBLIC HEARING ITEMS

F1 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.

(4:35:27) – Mr. Pittenger presented the Grantee’s Agreement, which he noted was an amendment to an existing one, incorporated into the agenda materials and into the record. He also stated that the funds will be combined with Community Development Block Grant (CDBG) funds designated for use in Spring 2015 for sidewalks on Long Street between Stewart and Carson Streets.

PUBLIC COMMENT

(4:36:45) – None.

(4:36:48) – MOTION: I move to approve Amendment Number One to Grantee’s Agreement Number PR611-13-802 for the provision of Federal Transit Administration (FTA) Section 5339 funds.

RESULT:	APPROVED (6-0-0)
MOVER:	Bonkowski
SECONDER:	Kimbrough
AYES:	Smolenski, Bonkowski, Kimbrough, McKenna, McQueary, Workman
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Erb

F2 For Possible Action: TO AUTHORIZE THE TRANSPORTATION MANAGER TO PERFORM THE ROLE OF NATIONAL TRANSIT DATABASE (NTD) USER MANAGER.

(4:37:29) – Mr. Pittenger presented the agenda materials which are incorporated into the record.

(4:38:40) – Member McKenna received clarification that the role does not authorize the spending of any funds, and only reports transportation data.

(4:39:10) – Vice Chairperson Smolenski was informed that Mr. Pittenger, in his role as the NTD User Manager, could assign other individuals to use the database on his behalf.

PUBLIC COMMENTS

(4:39:45) – None.

(4:40:00) – MOTION: I move to authorize the Transportation Manager to perform the role of the National Transit Database (NTD) User Manager.

RESULT:	APPROVED (6-0-0)
MOVER:	Bonkowski
SECONDER:	McKenna
AYES:	Smolenski, Bonkowski, Kimbrough, McKenna, McQueary, Workman
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Erb

G1 FUTURE AGENDA ITEMS

(4:40:33) – Mr. Pittenger announced that a similar grant action would be presented in the next meeting.

H. BOARD COMMENTS

(4:40:49) – Member McKenna inquired about the activities on Highway 50 in Dayton. Mr. Pittenger reported that both Carson City and Lyon County had received the project grindings from the Nevada Department of Transportation (NDOT). Member Workman noted that the removal of a median at the intersection of Highway 50 and Highway 341 would “significantly improve” the movement of semi-trucks. He also stated that the addition of street lights and acceleration lanes, and potentially limiting left turns from Smith’s grocery store, would be helpful as well. Member Peacock suggested inviting the NDOT project manager for an update at a future meeting.

I. PUBLIC COMMENT

(4:45:05) – None.

J. For Possible Action: ADJOURNMENT

(4:47:55) – MOTION: Member Bonkowski moved to adjourn. The motion was seconded by Member McKenna. The meeting was adjourned at 4:47 p.m.

The Minutes of the September 10, 2014 Carson Area Metropolitan Planning Organization meeting are so approved this 10th day of December, 2014.

RAY FIERRO, Chair

DRAFT MINUTES
Regular Meeting
Carson Area Metropolitan Planning Organization
Wednesday, October 8, 2014 ● 4:50 PM
Community Center Sierra Room, 851 East William Street, Carson City, Nevada

Board Members

Chair – Ray Fierro	Vice Chair – Jim Smolenski
Member – Brad Bonkowski	Member – Jon Erb
Member – Mark Kimbrough	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
Tamar Warren, Deputy Clerk/Recording Secretary

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A. CALL TO ORDER AND DETERMINATION OF QUORUM (4:51:16) – A quorum was present.

Attendee Name	Status	Arrived
Chairperson Ray Fierro	Absent	
Vice Chairperson Jim Smolenski	Present	
Member Brad Bonkowski	Absent	
Member Jon Erb	Present	
Member Mark Kimbrough	Present	
Member John McKenna	Absent	
Member Robert McQueary	Present	
Ex-Officio Member Jason Van Havel <i>Represented by Coy Peacock</i>	Present	

B. PUBLIC COMMENT

(4:51:52) – None.

C. For Possible Action: APPROVAL OF MINUTES

C-1 For Possible Action: ACTION TO APPROVE THE MINUTES OF THE AUGUST 13, 2014 MEETING.

(4:34:25) – **MOTION: I move to approve the minutes of August 13, 2014 meeting as presented.**

RESULT:	APPROVED (4-0-0)
MOVER:	Kimbrough
SECONDER:	Erb
AYES:	Smolenski, Erb, Kimbrough, McQueary
NAYS:	None
ABSTENTIONS:	None
ABSENT:	Fierro, Bonkowski, McKenna

D. AGENDA MANAGEMENT NOTICE (4:52:38) – None.

E. DISCLOSURES

(4:52:56) – Member Peacock disclosed that he worked for the Nevada Department of Transportation (NDOT), adding that he had recommended discussing agenda item F1.

F. PUBLIC HEARING ITEMS

F1 INFORMATION ON CONCEPTUAL SAFETY IMPROVEMENTS ON US 50 WEST OF THE FORTUNE DRIVE INTERSECTION IN DAYTON AND AN UPDATE ON THE US 50 IMPROVEMENT PROJECT FROM STATE ROUTE 341 IN LYON COUNTY TO ARROWHEAD DRIVE IN CARSON CITY.

(4:53:20) – Mr. Pittenger gave background, and introduced the item and the presenter, Steve Bird, NDOT Senior Road Designer.

(4:54:23) – Mr. Bird presented the preliminary project design, incorporated into the record, extending from Pine Cone Road to Retail Road. He explained that a raised median island would be constructed at the central entrance into Smith’s grocery store, and a T-intersection at Retail Road, adding that deceleration lanes were also being considered. Mr. Bird noted that construction would begin in Spring 2015, and the project would be advertised in late November, 2015, adding that the design was already presented at a public meeting.

(4:57:42) – In response to a question, Mr. Bird explained that River Road residents were in agreement with the changes, even if they were slightly inconvenienced.

(4:58:09) – Vice Chairperson Smolenski received clarification that a 100-foot raised median island would enforce “right turn only”. He was also informed that other residents of the shopping center were “on board with it”. Mr. Bird added that the barrier rail may be removed or made shorter to facilitate the left turn.

PUBLIC COMMENT – None.

F2 INFORMATION ON AN ADMINISTRATIVE MODIFICATION TO THE CAMPO FEDERAL FISCAL YEARS 2015-2018 TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

(5:02:20) – Mr. Pittenger presented the agenda materials which are incorporated into the record. Discussion ensued regarding the administrative modification process and Member Peacock clarified that this was an agreed-upon process, adding that each Metropolitan Planning Organization (MPO) could adopt its own processes and NDOT would follow it.

PUBLIC COMMENTS – None.

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

G1 FUTURE AGENDA ITEMS

(5:05:05) – Mr. Pittenger announced that several pending agreements with NDOT would be presented in the next meeting.

H. BOARD COMMENTS

(5:05:29) – Member Erb commended Member McKenna’s handling of the public during the Interstate 580 Project presentation, when he was unexpectedly asked to field questions from the public, especially regarding the five cent gasoline tax. Member Peacock announced planned county workshops where NDOT would meet with county officials, based on what they would like to discuss. Mr. Pittenger noted that he had already contacted Carson, Lyon, and Douglas Counties to solicit agenda feedback.

I. PUBLIC COMMENT

(5:08:43) – None.

J. For Possible Action: ADJOURNMENT

(5:08:47) – MOTION: Member Kimbrough moved to adjourn. The meeting was adjourned at 5:09 p.m.

The Minutes of the October 8, 2014 Carson Area Metropolitan Planning Organization meeting are so approved this 10th day of December, 2014.

RAY FIERRO, Chair

Item F-1

CARSON AREA METROPOLITAN PLANNING ORGANIZATION REQUEST FOR BOARD ACTION

Date Submitted: November 24, 2013

Meeting Date: December 10, 2014

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To authorize the Transportation Manager to execute Grantee's Agreement No. PR513-14-802 with the Nevada Department of Transportation (NDOT) and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% of the initial funding amount.

Staff Summary: CAMPO is seeking to enter into a new agreement with NDOT to receive Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds available through the Federal Transit Administration (FTA), to authorize the Transportation Manager to execute this agreement, and to authorize the Transportation Manager to sign future amendments to this agreement within the described threshold.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: I move to authorize the Transportation Manager to execute Grantee's Agreement No. PR513-14-802 with the Nevada Department of Transportation (NDOT) and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% of the initial funding amount.

Explanation for Recommended Action: The proposed agreement with NDOT is being processed for the Federal Fiscal Year 2014 apportionment in the amount of \$68,488. The total amount of FTA funds available to CAMPO is \$108,488; however, \$40,000 in FTA funds was awarded to the Carson City Fire Department. The proposed agreement period has a termination date of September 30, 2015. In addition, the possible action would allow the Transportation Manager to execute the agreement and to sign future amendments to the agreement.

Applicable Statue, Code, Rule or Policy: 49 USC 5310

Fiscal Impact: \$68,488 in available FTA Section 5310 funds.

Explanation of Impact: This is the amount of federal funding that is apportioned and available to CAMPO in order to carry out the Section 5310 Program, and represents 80% of the total project costs. A 20% local match is required to leverage the federal funds.


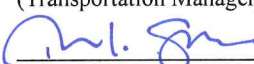

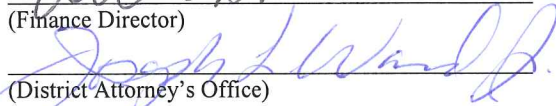
It is anticipated that CAMPO will continue to receive federal funds through NDOT on a regular basis, and authorizing the Transportation Manager to execute and amend such agreements would help to streamline the process. If such authorization is granted, staff would inform CAMPO of any occurrences of the Transportation Manager signing or amending an agreement after the fact.

Funding Source: \$68,488 Federal share, \$17,122 RTC.

Alternatives: N/A

Supporting Material: Agreement No. PR513-14-802.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By:  Date: 12/11/14
(Transportation Manager)
 Date: 12/1/14
(Public Works Director)
 Date: 12/1/14
(Finance Director)
 Date: 12/1/14
(District Attorney's Office)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

_____ (Vote Recorded By)

GRANTEE'S AGREEMENT

This Agreement is made and entered into the _____ day of _____, 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, in the furtherance of its aforesaid purposes, of 49 USC 5310 is to enhance access of the elderly and persons with disabilities to activities for purposes such as health care, shopping, education, recreation, public services, and employment; and

WHEREAS, the furtherance of its aforesaid purposes, 49 USC 5310 provides for the availability of federal funds for capital purchases and/or acquisition of transportation services under contract, lease or other arrangement and state program administration in small urban and rural 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 5310 has designated the DEPARTMENT as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for local private non-profit agencies and certain public bodies and agencies thereof, Indian reservations and colonies, nonprofit organizations, and operators of public transportation services; and

WHEREAS, the purpose of this Agreement is to administer FTA Formula Grant funds to the GRANTEE to provide them the opportunity to fund a Transit Operator for transportation services for the Elderly/Disabled and general public for use in the GRANTEE's transportation program, hereinafter called the PROJECT; and

WHEREAS, the GRANTEE is a governmental agency eligible to receive 49 USC 5310 grant funds; and

WHEREAS, the DEPARTMENT has accepted the GRANTEE has developed a PROJECT proposal that has been approved for funding; and

WHEREAS, before FTA Formula Grant Program funding will be made available, 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 – SCOPE OF SERVICE

1. The GRANTEE shall manage the Jump Around Carson (JAC) Passenger Transportation System as set for the in Attachment "A" – Transportation Improvement Program, attached hereto and incorporated herein, and hereinafter referred to as the "PROJECT". The

GRANTEE's management of the PROJECT shall be undertaken in compliance with the State of Nevada's State Management Plan for the Administration of Federal Transit Administration Programs for Small Urban and Rural Areas of Nevada, hereinafter referred to as the "State Management Plan", incorporated herein by reference and available at www.nevadadot.com.

2. The GRANTEE shall operate the PROJECT as its Program Administrator, and shall: contribute matching funds; provide required reporting to the DEPARTMENT; prepare billing requests for funds from the DEPARTMENT; maintain GRANTEE FILES; and administer the PROJECT according to the State Management Plan, and Office of Management and Budget (OMB) Circulars A-87 and A-122 incorporated herein by reference and available at www.fta.dot.gov.
3. This Agreement is based on funds available through FTA Grant No. NV-16-X002. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.513

ARTICLE II - COST

1. The FTA Formula Grant Program applicable to this Agreement is a reimbursable program and requires a matching percentage to be contributed to the PROJECT by the GRANTEE, which matching percentage varies by program. The matching percentage may be made up of non United States Department of Transportation (USDOT) Federal Funds, State appropriations, local match and/or approved in kind contributions, as set for the in Match of In-Kind Contributions, Attachment "B".
2. The total PROJECT cost shall not exceed Eighty-Five Thousand Six Hundred Ten and No/100 Dollars (\$85,610.00) with eighty percent (80%) to be provided by the DEPARTMENT to the GRANTEE as reimbursement through FTA Grant No. NV-16-X002 and twenty percent (20%) provided by the GRANTEE through local matching funds and/or match of in-kind contribution.
3. The maximum reimbursement to be made by the DEPARTMENT to the GRANTEE through FTA Grant No. NV-16-X002 for the period from October 1, 2014, through and including September 30, 2015, shall not exceed the sum of Sixty-Eight Thousand Four Hundred Eighty-Eight and No/100 Dollars (\$68,488.00). The DEPARTMENT shall not make any reimbursement payments to the GRANTEE unless FTA Section 5310 or other eligible Federal funds are appropriated to the DEPARTMENT for the specific purposed of this Agreement.
4. The DEPARTMENT, through FTA Grant No. NV-16-X002 shall reimburse the GRANTEE for eighty percent (80%) of the PROJECT operating expenses incurred during the above referenced time period, and provided that the DEPARTMENT's reimbursement to the GRANTEE shall not the exceed a total PROJECT reimbursement amount of Sixty-Eight Thousand Four Hundred Eighty-Eight and No/100 Dollars (\$68,488.00). The GRANTEE shall provide the remaining twenty percent (20%) of PROJECT expenses incurred during the above referenced time period, comprised of local matching funds and/or match of in-kind contributions as allowed in conformity with those standards set forth in Attachment "B", in the amount of Seventeen Thousand One Hundred Twenty-Two and No/100 Dollars (\$17,122.00). Project expenses shall include: buses; vans; radios and communications equipment; vehicle shelters; vehicle rehabilitation, manufacture or overhaul; computer hardware and software; lease of equipment; acquisitions of transportation services under a contract; and other approve costs, as allowed per OMB Circulars A-87 and A-122.

5. The GRANTEE shall be responsible for the contribution to the PROJECT of twenty percent (20%) for each submitted GRANTEE invoice and may use eligible non-USDOT federal funds, state appropriations, local matching funds and/or match of in kind contributions. Match of in-kind contributions as described in Attachment "B", may be used by the GRANTEE so long as the value of each is documented and supported to the satisfaction of the DEPARTMENT, and represents a cost which would otherwise be eligible under this Agreement. Costs that are part of an Operator's Cost per Service Hour calculation cannot be used as in-kind match.
6. The GRANTEE will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grant and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or Circular A-87, Cost Principles applicable to State, Local and Indian Tribal governments incorporated herein by reference.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall COMMENCE on October 1, 2014, and shall run through and including September 30, 2015.
2. The GRANTEE shall comply with all terms, conditions, and requirements of the FTA Section 5310 – Elderly and Persons with Disabilities Transportation 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 by the DEPARTMENT.
4. The GRANTEE shall provide the DEPARTMENT with a quarterly, written Agency Information Report describing the trips made by the JAC Passenger Transportation System. This information will include and identify the number of trips, type of trips (medical, nutrition, employment, etc), passenger type (elderly, disabled, and/or public), the number of vehicles used and the number of miles the vehicle(s) was/were driven.
5. The GRANTEE will provide the DEPARTMENT with the latest copy of the current routes, schedules, and fares of the JAC Passenger Transportation System for which the operating costs apply. The GRANTEE shall notify the DEPARTMENT when routes, schedules and/or fares are changed. At a minimum the GRANTEE will provide the DEPARTMENT with the current routes, schedules and fares on a quarterly basis.
6. The GRANTEE shall furnish the DEPARTMENT with insurance policy certificates, declaration pages and endorsements designating the DEPARTMENT as an additional insured evidencing Commercial Liability, General Liability, Collision and Comprehensive and liability insurance, with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall be maintained for the entire period of the PROJECT and terms of this Agreement. The policies shall include thirty (30) calendar days advance written notice of any modifications or cancellation of said policies. The GRANTEE shall furnish the DEPARTMENT with such certificates, declarations pages and endorsements evidencing such insurance, with the GRANTEE's return of the executed Agreement, and at six (6) month intervals during the duration of the PROJECT. Should the GRANTEE fail to keep insurance as described above in full force and effect, the DEPARTMENT may terminate this Agreement.
7. 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 than A-: VII.

8. 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.
9. The GRANTEE shall abide by all applicable FTA regulations, including those relating to Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Charter Service, Coordination, Special 13c Labor Warranty, and Public Hearings as described in the State Management Plan as certified by the GRANTEE in its Transportation Improvement Program. The GRANTEE shall comply with 49 U.S.C. 5323(d) and 49 CFR part 604, which provide that the DEPARTMENT and GRANTEE of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth within 49 CFR 604.9. Any charter service provided under one of the exceptions set forth within 49 CFR.604.9 must be incidental to and must not interfere with or detract from the provision of mass transportation.
10. The GRANTEE shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. Upon the GRANTEE's receipt of the DEPARTMENT's written approval to assign or subcontract any of the work performed under this Agreement, the GRANTEE will provide the DEPARTMENT with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be unauthorized and may affect the reimbursement of funds.

ARTICLE IV – SCHEDULE OF PAYMENTS

1. In consideration of the GRANTEE's continuous and satisfactory performance of its duties required under this Agreement, the DEPARTMENT shall reimburse the GRANTEE monthly, upon the DEPARTMENT's receipt of the GRANTEE's signed auditable invoices for DEPARTMENT approved services, with said invoices supported by true and factual expense documentation. The invoices must be submitted on the GRANTEE's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form.
2. The GRANTEE's invoices must be submitted within forty-five (45) calendar days from the end of each thirty (30) day billing cycle. Invoices received after forty-five (45) calendar days will be evaluated by the DEPARTMENT on a case-by-case basis for payment.
3. The DEPARTMENT shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to the GRANTEE as promptly as the DEPARTMENT's fiscal procedures allow.

ARTICLE IV – 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 equipment used in an operation funded by a FTA operating grant, herein referred to as the "PROJECT VEHICLES AND EQUIPMENT".
2. The purchase of all PROJECT VEHICLES AND EQUIPMENT financed in whole or in part by an FTA capital grant, shall be undertaken by the DEPARTMENT on behalf of the

GRANTEE in accordance with the procedures established by the DEPARTMENT.

3. 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 or Agreement is terminated or the useful life of the PROJECT VEHICLES have been reached. The useful life of a PROJECT VEHICLE is defined as being at least four (4) years old with One Hundred Thousand (100,000) miles or more. In the event a vehicle accumulates excess mileage, constituting One Hundred Thousand (100,000) miles or more, but is less than five (5) years old, the DEPARTMENT may determine that the PROJECT VEHICLE has met its useful life.
4. 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.
5. The GRANTEE shall be responsible for repairing or replacing the PROJECT VEHICLES when damaged by an accident, vandalism, act of nature or any and all other causes.
6. When the PROJECT VEHICLES and/or equipment are no longer needed, or cannot be used for the intended purpose, the GRANTEE shall immediately provide written notification to the DEPARTMENT. The DEPARTMENT by written instructions will direct the GRANTEE in the disposal or transfer of the PROJECT VEHICLES AND EQUIPMENT in accordance with the State Management Plan, incorporated herein by reference.
7. If a PROJECT VEHICLE is involved in a collision and the vehicle is damaged the GRANTEE shall immediately provide written notification to the DEPARTMENT. The GRANTEE shall also provide the DEPARTMENT information collected by the State Highway Patrol and other law enforcement and regulatory agencies, relating to the cause of the collision and citations issued to the drivers involved in the collision. Each collision will be evaluated by the DEPARTMENT and appropriate driver training assigned the GRANTEE's driver. If the collision is with a stationary object, the GRANTEE must notify the DEPARTMENT as to the course of action the GRANTEE will take to ensure the driver does not have a repeat accident.
8. 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 applicable FTA guidelines or is otherwise expressly authorized in writing by the DEPARTMENT.
9. The GRANTEE shall not by any act or omission of any kind impair the parties' interest in the use of the PROJECT VEHICLES AND EQUIPMENT.
10. The GRANTEE shall keep satisfactory records with regard to the use of the PROJECT VEHICLES AND EQUIPMENT, and submit to the DEPARTMENT upon request such information as is required in order to assure compliance with this Agreement, and assure the DEPARTMENT of the same.
11. The GRANTEE shall immediately provide prior 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 contained within Attachment "A".

12. The GRANTEE shall at all times maintain the PROJECT VEHICLES AND EQUIPMENT at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT and 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 and provide the DEPARTMENT with quarterly reports summarizing maintenance work performed during each month.
13. The GRANTEE shall require and ensure that anyone operating a PROJECT VEHICLE will have completed the driver training courses according to the State Management Plan to include those addressing Substance Abuse, Defensive Driving, First Aid/CPR, Air and Blood Borne Pathogen Awareness, ADA Passenger Techniques and Sensitivity (ADAPTS), and Customer Services. A list of qualified trainers for the above courses may be obtained by contacting the DEPARTMENT.
14. The GRANTEE shall ensure that the DEPARTMENT, the Comptroller General of the United States, the Secretary of the United States Department of Transportation, and their authorized representatives, are allowed to inspect, fiscally inventory, and/or audit all PROJECT VEHICLES AND EQUIPMENT purchased for the GRANTEE as part of the PROJECT, all transportation services rendered by the GRANTEE and its contractors through the use of such vehicles and equipment, and all relevant PROJECT data and records. The GRANTEE shall also ensure that the DEPARTMENT, the Comptroller General of the United States, the Secretary of the United States Department of Transportation, and their authorized representatives are allowed to examine the books, records and accounts of the GRANTEE and its contractors, pertaining to the PROJECT and this Agreement.

ARTICLE VI - RECORDS AND REPORTS

1. The GRANTEE and its contractors shall establish and maintain, in accordance with requirements established by the DEPARTMENT and the FTA, separate accounts for the PROJECT, either independently or within their existing accounting system, to be known as the PROJECT ACCOUNT. The GRANTEE and its contractors shall comply with provisions of 49 CFR 18.39 (i) (11), and shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by the DEPARTMENT and the FTA for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or claims arising from the performance of this Agreement, in which case the GRANTEE shall maintain the same until the DEPARTMENT, the FTA, the Comptroller General and/or any of their duly authorized representatives have disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. The PROJECT ACCOUNTS required to be kept by the GRANTEE and its contractors, shall identify and include the costs per service hour, hours of operation, additional operating expenses as defined in Article II, Paragraph 4 of this Agreement, and the required matching sources as defined in Article II, Paragraph 5 of this Agreement
3. All charges to the PROJECT ACCOUNTS shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the DEPARTMENT and OMB Circular Cost Principles A-122 Non-Profit and A-87 State, Local and Indian Tribal

Governments incorporated herein by reference. Hours of service must be supported with Driver Logs and/or Driver Time Sheets detailing the hours per day the drivers drove and the number of passengers transported.

4. 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 may be required by the DEPARTMENT, such financial statements to include documented match of in-kind contributions, data, records, contracts and other documents related to the PROJECT, as the DEPARTMENT deems necessary.
5. The GRANTEE shall have performed the required financial audit based on the amount of total federal funds received and in conformity with provisions of the State Management Plan. The GRANTEE shall provide the DEPARTMENT with a copy of the audit report.

ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar days written notice by: (a) mutual consent of both parties; or (b) unilaterally by either party without cause.
2. In the event that at the time of the expiration and/or termination of this Agreement, the GRANTEE has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, the GRANTEE shall be liable and shall pay to the DEPARTMENT the amount of the excess funds, with payment to be made by the GRANTEE to the DEPARTMENT within thirty (30) calendar days of the expirations and/or termination of this Agreement.
3. 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 FTA and the ability of the GRANTEE to secure the required matching funds. The DEPARTMENT shall 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: (a) the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired; and/or (b) the GRANTEE's funding is not appropriated or is withdrawn, limited or impaired.
4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If the GRANTEE and/or its contractor 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
 - b. 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
 - c. If the GRANTEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

- d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. 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 awarding, extending, amending or making any determination with respect to the performing of such agreement.
5. 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.
 6. Upon expiration, 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.
 7. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of the GRANTEE, and all monies have been spent, according to this Agreement, and the final payment made, the DEPARTMENT shall terminate this Agreement.
 8. Termination for Convenience: The DEPARTMENT, by written notice, may terminate this Agreement for convenience, in whole or in part, when it is in the DEPARTMENT's interest. If this Agreement is terminated for convenience, the DEPARTMENT shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination, performed in accordance with the manner of performance set forth in this Agreement.
 9. Terminations for Breach or Default: If the GRANTEE fails to perform in the manner called for in this Agreement, the DEPARTMENT may terminate this Agreement for Breach or Default. Termination for Breach or Default shall be effected by serving a written notice of termination on the GRANTEE, setting forth the manner in which the GRANTEE is in Breach or Default. The GRANTEE shall only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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

10. Opportunity to Cure: The DEPARTMENT in its sole discretion may, in the case of a Termination for Breach or Default, allow the GRANTEE thirty (30) calendar days in which to cure the defect. In such case, the written notice of termination shall set forth the nature of said breach or default, and shall state the time period in which the GRANTEE may cure its breach or default. Should the GRANTEE fail to cure said breach or default to the satisfaction of the DEPARTMENT within the time to cure allowed by the DEPARTMENT, the DEPARTMENT shall have the right to terminate the Agreement without any further obligation to GRANTEE. Any such termination for breach

or default shall not in any way operate to preclude the DEPARTMENT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.

11. Waiver of Remedies for any Breach or Default: In the event that the DEPARTMENT elects to waive its remedies for any breach or default by the GRANTEE of any covenant, term or condition of this Agreement, such waiver by the DEPARTMENT shall not limit the DEPARTMENT's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement.

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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b. This Agreement is a covered transaction for purposed of 49 CFR Part 29. As such, the GRANTEE is required to verify that none of its contractors, 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.
 - c. The GRANTEE 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.
 - d. ADA: The GRANTEE 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.
 - e. Civil Rights: The GRANTEE 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.
 - f. Disadvantaged Business Enterprises (DBEs): In connection with the performance of this Agreement, the GRANTEE will 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 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 make a part of this Agreement.

- b. Nondiscrimination: The GRANTEE, with regard to the work performed by it during 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 or the FTA 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 FTA 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 will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FTA.
 - g. Incorporation of Provisions: The GRANTEE will include the provisions of Paragraphs (a) through (f) 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 will include all Federally required procurement clauses in all purchase contracts as required by the State Management Plan to include Buy America, Debarment and Suspension and Lobbying.
 - 4. The GRANTEE agrees to 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. The GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to

ensure notification is made to the FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed in whole or in part with Federal Assistance provided by the FTA.

6. The GRANTEE shall comply with applicable standards, orders and or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate EPA Regional office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.
7. 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 United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the GRANTEE 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 this Agreement and the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the GRANTEE 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 against the GRANTEE, to the extent the Federal Government deems appropriate.
8. The GRANTEE 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 an agreement 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 United States 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.
9. The GRANTEE agrees to include Paragraphs 7 and 8 in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.
10. 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.
11. 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.
12. 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 courts of the State of Nevada.

13. Performance During Dispute: Unless otherwise directed by the DEPARTMENT, the GRANTEE shall continue performance under this Agreement while matters in dispute are being resolved.
14. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
15. 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 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 attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
16. 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.
17. 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 district courts for enforcement of this Agreement. Venue for any such any actions shall be in Carson City.
18. 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
ATTN.: Sondra Rosenberg
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
E-Mail: srosenberg@dot.state.nv.us

FOR GRANTEE: Ray Fierro, 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

19. The GRANTEE shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the DEPARTMENT.
20. 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.
21. 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 claim, action or suit for personal injuries, compensation, or other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
22. 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.
23. 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, acts of public enemy, or 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.
24. 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.
25. 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.
26. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is

confidential by law or a common law balancing of interests.

27. 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.
28. 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.
29. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
30. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.
31. This Agreement, and the attachments thereto: Attachment A - "Transportation Improvement Program", Attachment B - "In-Kind Match" constitutes the entire Agreement along with documents incorporated herein by reference 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 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

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

SIGNATURE

DIRECTOR

NAME (PRINT)

TITLE (PRINT)

APPROVED as to Legality and Form:

DEPUTY ATTORNEY GENERAL

ATTACHMENT A
Carson Area Metropolitan Planning Organization (CAMPO) Transportation Improvement Program
FFY 2015 to FFY 2018 - 8/13/14

Project Number	Implementing Agency	Project Description	Limits	Improvements	Phase	Project Contributions (\$000's)					Project Contributions (\$000's)					TOTAL	
						2015	2016	2017	2018	Total	Federal	Fund Type	State	Fund Type	Local		Fund Type
Roadway Improvements																	
NDOT003	NDOT	US 50 Clear Creek Watershed	US 50 Carson City lower and central clear creek watershed storm drain project from the clear creek interchange to the junction of US 395. MP CC 3.00 - CC 7.60.	Construct multiple storm drains, drop inlets, trench drains, slope flattening, grading, concrete curb and cutters and channel work.	C	6,000				6,000	5,700	NHPP	300	State Match		6,000	
NDOT007	NDOT	US 395, Carson City Freeway Package 2B-3	South Carson St (SR 529) to Fairview Dr.	Construct a four lane controlled access freeway to include signs, lighting, sound walls and L&A	C	42,000				42,000	39,900	NHPP/NHPP Exempt	2,100	State Match		42,000	
NDOT010	NDOT	I 580 Roadway Rehabilitation	I580 from the southbound off ramp at the N. Carson street interchange to the Washoe County line (portion of project which extends through Washoe Valley). MP CC 8.49 to 9.28.	Roadway Rehabilitation, widening for auxiliary lane and seismic retrofit (I-812 N/S and I-1261 N/S)	C	1,496				1,496	720	Equity Bonus	776	State Match		1,496	
NDOT011	NDOT	I 580 Carson City Roadway Rehabilitation	US 50/Williams St to CC/WA county line MP CC 5.254 to 8.49.	Roadway Rehabilitation	M				4,900	4,900	4,655	NHPP	245	State Match		4,900	
CC034	CCRTC	Carson City Signal Modifications and ADA Intersection Improvements	The intersection of Carson St & Winnie Ln and the intersection of Roop St and Robinson St	Signal System Modification and supporting infrastructure and construct ADA improvements at intersection right-of-way.	C	305				305	230	HSIP			75	CCRTC	305
LC002	LCRTC	US 50/Dayton Valley Rd Intersection Improvements	US50/Dayton Valley Rd	Back-up Power	C		30			30					30	LC Roads	30
Roadway Totals						49,801	30	0	4,900	54,731	51,205			3,421		105	54,731
Public Transit Improvements																	
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			270		270	224	5307			46	CCRTC	270
CC004	CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	Two (2) Buses for Carson City JAC Assist service	CA		270		270	540	459	5307			81	CCRTC	540
CC006	CCRTC	Preventive Maintenance	For Jump Around Carson (JAC) Operations	Capital Cost of Preventive Maintenance	CA	125	129	133	137	523	418	5307			105	CCRTC	523
CC007	CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route & Paratransit Services	O	815	839	865	891	3,410	1,705	5307			1,705	CCRTC	3,410
CC036	CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route Services	O	25				25	13	5316			13	CCRTC	25
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	O	40	41	42	44	167	84	5316/5307			84	CCRTC	167
CC037	CCRTC	Improved Connectivity and Accessibility to Bus Stops	Various locations throughout Carson City	Construction/rehabilitation of pedestrian access/walkways near transit stops	C, CA	200				200	160	5307			40	CCRTC	200
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 Seniors and Individuals with Disabilities	CA	85				85	68	5310			17	CCRTC	85
CC029	CCRTC	Construction of Fleet Maintenance Facility	Fleet Services Facility at 3303 Butti Way, Bldg. 2	Construction of fleet maintenance facility for JAC buses.	C	1,500				1,500	500	5307			1,000	Carson City	1,500
CC038	CCRTC	E. Fifth Street Sidewalk and ADA Improvements	E. Fifth Street from Saliman Road to Roop Street	Construction/rehabilitation of pedestrian access/walkways near transit stops	C	325				325	101	5339			224	CDBG	325
CC039	CCRTC	Long Street Sidewalk and ADA Improvements	Long Street from Carson Street to Stewart Street	Construction/rehabilitation of pedestrian access/walkways near transit stops	C	150				150	103	5339			47	CDBG	150
CC040	CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Carson City Fire Department Purchased Transportation	One (1) wheelchair lift assist van to transport wheelchair bound patients	CA	50				50	40	5310			10	Carson City	50
CC031	CCRTC	Transit Security	Buses and bus facilities	Security improvements on buses and bus facilities	C	12	12	13	13	50	40	5307			10	CCRTC	50
Public Transit Totals						3,327	1,292	1,322	1,354	7,295	3,915			0		3,381	7,295
Bicycle and Pedestrian Improvements																	
CC022	CCRTC	Route 50 Bike Path Improvements	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 signs/stripping	E, C	210				210	200	TAP			10	CCRTC	210
CC032	CCRTC	Western Nevada College Sidewalk Improvements	South side of College Pkwy from the west end of existing sidewalk leading to WNC campus	Construction of approx. 3,150 sq. ft. of ADA accessible sidewalk and crosswalks	C	105				105	100	TAP			5	CCRTC	105
CC033	CCRTC	Highway 50 East Multi-Use Path Safety Improvements	North side of US Hwy 50 E from Lompa Ln to College Parkway/Fairview Drive	Restoration/replacement of AC path, ADA, sign, striping, drainage improvements	C	189				189	180	TAP			9	CCRTC	189
CC035	CCRTC	Carson City Freeway Multi-Use Path	Terminus of existing path at Northridge Dr. to Lompa Ln heading south, then south along east side of freeway to Linear Park Path.	Construct paved 10-ft off-street path with 2-ft shoulders along east side of Carson City Freeway corridor	C	683				683	650	TAP			33	CCRTC	683
LC003	LC	Carson River Multi-Use Path	Deer Run Road to Santa Maria Park	River Corridor multi-use trail feasibility analysis and preliminary design	P				150	150					150	LC Gen Fund	150
Bicycle and Pedestrian Totals						1,187	0	0	150	1,337	1,129			0		208	1,337

ATTACHMENT A
Carson Area Metropolitan Planning Organization (CAMPO) Transportation Improvement Program
FFY 2015 to FFY 2018 - 8/13/14

Project Number	Implementing Agency	Project Description	Limits	Improvements	Phase	Project Contributions (\$000's)					Project Contributions (\$000's)					TOTAL	
						2015	2016	2017	2018	Total	Federal	Fund Type	State	Fund Type	Local		Fund Type
Other Improvements																	
NSRM002	NSRM	Nevada Dept. of Cultural Affairs - Division of Museums and History - Landscape & Entry Sign Improvements	Nevada State Railroad Museum 2180 South Carson Street	Landscape & entry sign improvements at the museum entry on Carson Street	C	67				67	55	STP Enhancement	12	NSRM		67	
VT001	Nevada Commission for Reconstruction of the V&T Railway	Re -Construction of the V&T Railroad - Phase 3B; Eastgate Station Expansion	From Eureka Siding through the Carson River Canyon to Balloon Track @ Merrimac Siding (2.5 Mainline Miles); Eastgate Station Expansion from existing track to Flint Drive vicinity (0.5 Miles)	Reconstruction of approx. 2.5 miles of mainline railroad track on existing railroad grade in Carson River Canyon; Eastgate Station Expansion Improvements off Flint Drive including passenger/yard tracks and service facilities, depot & maintenance facilities.	E,C	75	75	225	75	450			200	Nevada State License Plate Revenue	250	Commission Local Funds including Storey County Sales Tax, CCCVB Room Tax	450
Other Totals						142	75	225	75	517	55		212		250	517	
GRAND TOTALS						54,457	1,397	1,547	6,479	63,880	56,304		3,633		3,943	63,880	

Implementing Agency: NDOT, Nevada Department of Transportation; CCRTC, Carson City Regional Transportation Commission; LCRTC, Lyon County Regional Transportation Commission; NSRM, Nevada State Railroad Museum
Phase: E, Engineering; A, Property Acquisition; C, Construction; M, Maintenance; O, Operations; CA, Capital Acquisition; P, Planning

Funding Sources:	
FHWA	Surface Transportation Program (STP) (Can be either Statewide, Safety, or Enhancement)
FHWA	National Highway Performance Program (NHPP)
FHWA	Highway Safety Improvement Program (HSIP)
FHWA	Safe Routes to School (SRTS)
FHWA	Transportation Alternatives Program (TAP)
FTA	Urbanized Formula Grants (49USC 5307, 5310, 5316, 5339)
HUD	Community Development Block Grant (CDBG)

ATTACHMENT “B”

SOURCES OF LOCAL MATCH

www.fta.dot.gov/documents/FTA_C_9040.1F

(FTA Circular C 9040. 1F)

IN-KIND CONTRIBUTIONS

In-kind contributions are eligible only if the value of each contribution is formally documented and supported and represents a cost which would otherwise be eligible under the project. Guidance on this subject is provided in the Federal administrative rules for grants and cooperative agreements at 49 C.F.R. Parts 18 and 19 (www.gpoaccess.gov/cfr).

Examples of In-kind contributions:

Donations (fuel, vehicle maintenance, vehicle parking/storage, marketing, advertising, office space, etc)

Volunteered services (legal, administrative, drivers, etc)

Donated expendable equipment (vehicles, communication equipment, computers, etc)

Donated supplies (office/laboratory/workshop/classroom, etc)

LOCAL MATCH FUNDS

Non-Federal sources of local match, which may be used for any or all of the local share, may be; provided from an undistributed cash surplus, a replacement or depreciation cash fund or reserve, a service agreement with a State or local social service agency or private social service organization, or new capital; derived from amounts appropriated or otherwise made available to a department or agency of the Government (other than the U.S. DOT) that are eligible to be expended for transportation; or derived from amounts made available to carry out the Federal Lands Highway Program established by Section 204 or Title 23.

Examples of local match:

State or local appropriations

Dedicated tax revenues

Private donations

Net income generated from advertising and concessions

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR BOARD ACTION**

Date Submitted: November 26, 2014

Meeting Date: December 10, 2014

To: Carson Area Metropolitan Planning Organization

From: Dan Doenges, Senior Transportation Planner

Subject Title: Information and update on the status of the Carson City Americans with Disabilities Act (ADA) Transition Plan.

Staff Summary: Staff will provide on update on the progress of the development of the ADA Transition Plan.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: N/A

Explanation for Information Item: As an identified task in the current Unified Planning Work Program (UPWP), staff has hired a consultant to collect data on Carson City and Douglas County pedestrian infrastructure in the public rights-of-way (ROW) to identify any deficiencies in compliance with ADA regulation. The consultant will also develop an ADA Transition Plan for the public ROW in Carson City. Staff will provide a brief update on the progress of this task.

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

Fiscal Impact: N/A

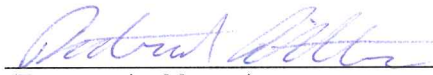
Explanation of Impact: N/A

Funding Source: N/A

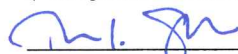
Alternatives: N/A

Supporting Material: N/A

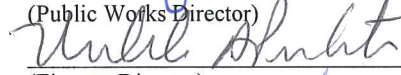
Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By: 
(Transportation Manager)

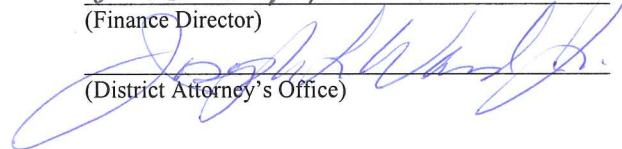
Date: 12/11/14


(Public Works Director)

Date: 12/1/14


(Finance Director)

Date: 12/1/14


(District Attorney's Office)

Date: 12/1/14

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR BOARD ACTION**

Date Submitted: November 24, 2013

Meeting Date: December 10, 2014

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To authorize the Transportation Manager to execute a cooperative agreement with the Tahoe Transportation District (TTD) for the purpose of the development of the Nevada Unified Transportation Plan.

Staff Summary: The Nevada Department of Transportation (NDOT) and the state's four Metropolitan Planning Organizations (MPOs) have agreed to develop a Nevada Unified Transportation Plan with the intention of generating discussion and support of transportation issues at the 2015 Legislative Session. Staff is seeking approval to contribute funding to this effort.

Type of Action Requested: (check one)

- () None – Information Only
() Formal Action/Motion

Recommended Board Action: I move to authorize the Transportation Manager to execute a cooperative agreement with the Tahoe Transportation District (TTD) for the purpose of the development of the Nevada Unified Transportation Plan.

Explanation for Recommended Action: The TTD is pursuing agreements with CAMPO, NDOT, and the state's two other MPOs, the Regional Transportation Commission of Washoe County (RTC Washoe) and the Regional Transportation Commission of Southern Nevada (RTCSNV), to develop the Nevada Unified Transportation Plan. This document will be created by a consultant with input from the five-member coalition. This document is intended to be used as a catalyst for discussion and support of transportation issues at the 2015 Legislative Session.

All parties have verbally expressed support for this effort and are willing to contribute funding for its development. Funding is expected to come from Consolidated Planning Grant (CPG) funds, which are programmed to execute tasks in the Unified Planning Work Programs (UPWPs) for each of the MPOs. The Federal Highway Administration (FHWA), which oversees these funds, has confirmed that they are eligible for use for this particular effort. CAMPO will be able to contribute its share without having to modify the UPWP.

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

Fiscal Impact: \$4,000

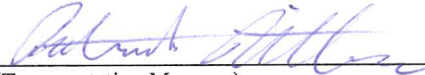
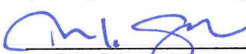
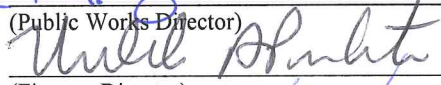
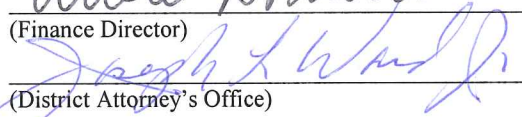
Explanation of Impact: The consultant hired by TTD has agreed to a scope of work for a fee of \$20,000, which will be funded evenly by the five member coalition with a contribution of \$4,000 (20%) per each member.

Funding Source: CPG

Alternatives: N/A

Supporting Material: Cooperative Agreement.

Prepared By: Dan Doenges, Senior Transportation Planner

Reviewed By:  Date: 12/1/14
(Transportation Manager)
 Date: 12/1/14
(Public Works Director)
 Date: 12/1/14
(Finance Director)
 Date: 12/1/14
(District Attorney's Office)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

_____ (Vote Recorded By)

COOPERATIVE AGREEMENT

This Agreement is made and entered into December 12, 2014, by and between the Carson Area Metropolitan Planning Organization (“CAMPO”) and the Tahoe Transportation District (“TTD”).

WITNESSETH:

WHEREAS, the parties desire to initiate the development of the “Nevada Unified Transportation Plan”, consisting of a five-member coalition (NDOT, TTD, CAMPO, RTCSNV, and RTC Washoe), which will develop an executive summary intended to catalyze discussion and support at the 2015 Legislative session. The Nevada Unified Transportation Plan will provide a platform in which all State transportation agencies can take a unified approach to overall funding concerns (“Project”); and

WHEREAS, the services will be of benefit to the five-member coalition and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - TTD AGREES

1. To provide oversight services over a consultant during its completion of the Nevada Unified Transportation Plan developed for the benefit of the five-member coalition.
2. To provide CAMPO with updates of the general direction of the plan along with opportunities for input regarding the direction and content of the plan to ensure that CAMPO’s goals and general mission are represented.
3. To bill CAMPO upon completion of the Project for actual Project costs not to exceed Four Thousand and No/100 Dollars (\$4,000.00).

ARTICLE II - CAMPO AGREES

1. To fund twenty percent (20%) of the Project in an amount not to exceed Four Thousand and No/100 Dollars (\$4,000.00).
2. To review and comment on all work associated with the Project during all draft phases of the plan and to provide comments in a timely manner ensuring the plan is not delayed.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including April 1, 2015.
2. TTD will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of NDOT, TTD, RTC SNV, RTC Washoe and CAMPO.
3. Neither party shall be deemed to be in violation of this Agreement 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 limitations, 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 the Agreement after the intervening cause ceases.
4. 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 attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.
5. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.
6. 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.
7. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

8. 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 or property damage pursuant to the terms or provisions of this Agreement.
9. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
10. 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 a public agency 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. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
11. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to 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, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
12. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
13. 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 cooperative action set forth herein.
14. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
15. 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 to be kept confidential by this Agreement.

16. This Agreement 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 specifically displays a mutual intent to amend a particular part of 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 expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

Tahoe Transportation District

Carson Area Metropolitan Planning
Organization

District Manager

Patrick Pittenger, AICP, PTP
Transportation Manager

Attest:

Alan Glover, City Clerk