



NOTICE OF MEETING OF THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

Day: Wednesday
Date: June 8, 2022
Time: 4:30 pm
Location: Community Center, Robert “Bob” Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the CAMPO meeting at www.carson.org/granicus and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: cmartinovich@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

1. **Call to Order – Carson Area Metropolitan Planning Organization (CAMPO)**
2. **Roll Call**
3. **Public Comment:****
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.
4. **For Possible Action: Approval of Minutes – May 11, 2022**
5. **Public Meeting Item(s):**
 - 5-A For Possible Action – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. P301-19-804 (“Original Contract”) with the Nevada Department of Transportation (“NDOT”) changing the project end date for the Carson Area Transportation System Management Plan (“CATSMP”) from June 30, 2022, to June 30, 2023; and (2) authority for the Transportation Manager to sign the Amendment and future amendments to the Original Contract that extend the time for performance.

Staff Summary: The CATSMP is a technical planning document with the primary purpose of establishing commonly held operations and management objectives, providing an asset management plan and improving transportation system performance. The Amendment changes the project termination date from June 30, 2022 to June 30, 2023, and otherwise extends the existing terms and conditions from the Original Contract to allow CAMPO staff to continue work on the objectives of the CATSMP.

6. Non-Action Items:

6-A Transportation Manager's Report

6-B Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to CAMPO
- Additional status reports and comments from CAMPO
- Additional staff comments and status reports

7. Public Comment:**

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

8. For Possible Action: To Adjourn

PUBLIC COMMENT LIMITATIONS – The CAMPO will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **At the discretion of the Chair, public comment may be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak. Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and would not be subject to a three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agenda item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify CAMPO staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

This agenda and backup information are available on the City's website at www.carson.org/agendas and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way

Community Center, 851 East William Street

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Development Permit Center, 108 East Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

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

Lyon County Utilities, 34 Lakes Blvd, Dayton

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

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A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, May 11, 2022 in the Community Center, Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
 Vice Chairperson Lisa Schuette
 Member Robert “Jim” Dodson
 Member Jon Erb
 Member Wes Henderson (via WebEx)
 Member Chas Macquarie
 Member Gregory Novak
 Ex-Officio Member Sondra Rosenberg

STAFF: Dan Stucky, Deputy Public Works Director
 Chris Martinovich, Transportation Manager
 Adam Tully, Deputy District Attorney
 Bryan Byrne, Traffic Engineer
 Kelly Norman, Transportation Planner/Analyst
 Marquis Williams, Transportation Planner/Analyst
 Rebecca Bustos, Grant Analyst
 Alex Cruz, Transit Coordinator
 Tamar Warren, Senior Public Meetings 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.

1. CALL TO ORDER – CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

(4:30:37) – Chairperson Bagwell called the meeting to order at 4:30 p.m.

2. ROLL CALL

(4:30:39) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:31:10) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – APRIL 13, 2022

(4:31:19) – Chairperson Bagwell introduced the item and entertained corrections, comments, or a motion.

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(4:31:35) – Member Dodson moved to approve the minutes of the CAMPO April 13, 2022 meeting as presented. The motion was seconded by Vice Chair Schuette and carried 7-0-0.

5. PUBLIC MEETING ITEM(S):

5-A FOR DISCUSSION ONLY – PRESENTATION AND DISCUSSION ON THE NEVADA ADVISORY COMMITTEE ON TRAFFIC SAFETY’S (“NFACTS”) RECOMMENDED PRIORITIES ON TRAFFIC SAFETY IN ADVANCE OF THE UPCOMING 2023 LEGISLATIVE SESSION.

(4:32:01) – Chairperson Bagwell introduced the item. Ms. Norman provided an update on the recently held Nevada Advisory Committee on Traffic Safety (NFACTS) meeting and presented to the CAMPO Board the following recommended priorities on traffic safety prior to the upcoming 2023 Legislative Session, all of which are incorporated into the record:

1. Road Safety Cameras
2. Higher Fines in School Zones
3. Primary Seat Belt Law
4. Graduated Driver’s License Additions
5. Roadside Oral Fluid Testing

(4:39:28) – Ms. Norman explained that NFACTS’ top two priorities, based on the discussion, had been road safety cameras and higher fines in school zones, adding that these priorities would be discussed at the next meeting, and an annual report would be presented to the Governor and the legislature. She also entertained questions from the CAMPO Board.

(4:42:33) – Chairperson Bagwell inquired about the data involving most crashes that had been caused by intoxicated drivers; however, she was concerned that road safety cameras had been prioritized over roadside oral fluid testing. Discussion ensued regarding seat belt compliance as well and Chair Bagwell and Member Novak believed seatbelt compliance has increased, especially since most vehicles nowadays had seatbelt alerts. Ex-Officio Member Rosenberg noted that she was a Nevada Department of Transportation (NDOT) representative on NFACTS and explained that the prioritization was based on how each committee member voted and the difficulty of implementing the prioritized items. She also clarified that these were policy recommendations that could only turn into bill drafts by the legislators, adding that law enforcement might also introduce a bill on roadside fluid testing. Discussion ensued regarding higher fines in school zones and Mr. Tully clarified that should the legislature affix a fine by statute for speeding in a school zone, it would be the floor; however, currently no statutory fines were set. Ms. Norman explained that currently the school zone fines are determined by judicial bodies and legislation would standardize those fines. She also clarified that if legislation removes the prohibition of road safety cameras, local entities will have the option to install them or not.

(4:50:07) – Vice Chair Schuette was also in favor of higher prioritization of roadside fluid testing with the increase in substance use and found it important to focus on school zones including the flashing

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lights. Mr. Martinovich found the conversation productive and explained to the Board that this feedback would be relayed to the NVACTS board. Member Dodson noted that there “was previous history with the legislature” regarding roadside cameras and did not believe it to be a top priority, adding their cost to his concerns. He also stated that there are measures in place currently to implement graduated drivers’ licenses. Ex-Officio Member Rosenberg believed that the item would address among other things the waivers associated with the current restrictions. Chairperson Bagwell wished to see the rates of crashes by type to analyze impacts and devise a strategy to address them. Member Novak was also in favor of seeing the data behind the recommendations, especially crash data on motorcycles and the possibility of having graduated motorcycle drivers’ licenses. Member Erb inquired about data on drivers that were pulled over and released. He was informed that such data may not have been collected and that a statewide discussion on data collection of drivers that have been pulled over, warned, and released was underway. Ex-Officio Member Rosenberg also noted that the leading causes of fatalities were speeding and impairment. Chairperson Bagwell entertained public comments; however, none were forthcoming. Ms. Norman thanked the Board and offered to escalate the members’ concerns to the committee. This item was not agendized for action.

5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE UNIFIED PLANNING WORK PROGRAM (“UPWP”) FOR PROPOSED CAMPO ACTIVITIES DURING FISCAL YEAR (“FY”) 2023 AND FY 2024.

(5:00:44) – Chairperson Bagwell introduced the item. Ms. Norman referenced the Staff Report and the *Fiscal Years 2023-2024: July 1, 2022 – June 30, 2024 Unified Planning Work Program*, incorporated into the record. She also highlighted the two exhibits, *CAMPO FY 2023 and FY 2024 UPWP Cost/Funding Summary and FY 2023-2024 UPWP Public Comment* and responded to clarifying questions. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

(5:03:57) – Member Macquarie moved to approve the two-year Unified Planning Work Program for FY 2023 and FY 2024, as presented. The motion was seconded by Member Novak and carried 7-0-0.

5-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) COOPERATIVE AGREEMENT NO. PR180-22-802 (“AGREEMENT”) WITH THE NEVADA DEPARTMENT OF TRANSPORTATION (“NDOT”) ALLOWING CAMPO TO RECEIVE AN ANTICIPATED \$566,799.66 IN CONSOLIDATED PLANNING GRANT (“CPG”) FUNDS FOR FISCAL YEAR (“FY”) 2023 TO BE EXPENDED IN ACCORD WITH ITS OPERATIVE UNIFIED PLANNING WORK PROGRAM (“UPWP”) AND SUBJECT TO A 5% LOCAL MATCH OBLIGATION ESTIMATED AS \$29,831.56; AND (2) AUTHORITY FOR THE TRANSPORTATION MANAGER TO SIGN THE AGREEMENT AND FUTURE AMENDMENTS THAT EXTEND THE TIME FOR PERFORMANCE OR CHANGE THE FY 2023 CPG FUNDING OR LOCAL MATCH AMOUNTS BY 10% OR LESS COMPARED TO THE PRESENT AMOUNTS LISTED.

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(5:04:21) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich reviewed the Staff Report and the accompanying Cooperative Agreement draft. Chairperson Bagwell entertained member or public comments and when none were forthcoming, a motion.

(5:07:07) – Member Dodson moved to approve the Cooperative Agreement as presented and to authorize the Transportation Manager to sign the Agreement as well as future amendments that extend the time for performance or modify [Consolidated Planning Grant] CPG funding or local match amounts by 10 percent or less. The motion was seconded by Vice Chair Schuette and carried 7-0-0.

5-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING AMENDING THE UNIFIED PLANNING WORK PROGRAM (“UPWP”) FOR FISCAL YEAR (“FY”) 2021 AND FY 2022 TO (1) UPDATE INFORMATION ON CAMPO’S MEMBERSHIP AND STAFF, AND (2) REDISTRIBUTE \$10,000 IN CURRENTLY BUDGETED FUNDS BETWEEN EXISTING UPWP TASKS.

(5:07:39) – Chairperson Bagwell introduced the item. Vice Chair Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich reviewed the Staff Report and the accompanying Cooperative Agreement draft. He also noted that Member Erb’s name would be added to the list of CAMPO members in the final document. Chair Bagwell entertained member or public comments and when none were forthcoming, a motion.

(5:09:48) – Member Macquarie moved to approve Amendment 2 to CAMPO’s current Unified Planning Work Program for Fiscal Years 2021 and 2022 as presented and with the addition of Member Erb’s name [in the document]. The motion was seconded by Member Novak and carried 7-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

6-B OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:

• FUTURE AGENDA ITEMS

(5:10:21) – Mr. Martinovich announced that a Transportation Improvement Program (TIP) amendment, a Carson Area Transportation System Management Plan Agreement duration extension, and a draft review of the William Street Feasibility Study would be agendized for the June meeting.

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- **STATUS REVIEW OF ADDITIONAL PROJECTS**
- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO CAMPO**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM CAMPO**

(5:11:11) – Member Novak inquired about an upcoming NDOT meeting with Lyon County regarding Highway 50 safety issues. Ex-Officio Member Rosenberg noted that several town hall meetings had been held on the Highway 50 safety issues and explained that NDOT was working with Lyon County on prioritizations.

- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

7. PUBLIC COMMENT

(5:12:42) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:12:56) – Chairperson Bagwell adjourned the meeting at 5:12 p.m.

The Minutes of the May 11, 2022 Carson Area Metropolitan Planning Organization meeting are so approved this 8th day of June, 2022.

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STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: June 8, 2022

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding (1) Amendment 1 (“Amendment”) to Cooperative Agreement No. P301-19-804 (“Original Contract”) with the Nevada Department of Transportation (“NDOT”) changing the project end date for the Carson Area Transportation System Management Plan (“CATSMP”) from June 30, 2022, to June 30, 2023; and (2) authority for the Transportation Manager to sign the Amendment and future amendments to the Original Contract that extend the time for performance.

Staff Summary: The CATSMP is a technical planning document with the primary purpose of establishing commonly held operations and management objectives, providing an asset management plan and improving transportation system performance. The Amendment changes the project termination date from June 30, 2022 to June 30, 2023, and otherwise extends the existing terms and conditions from the Original Contract to allow CAMPO staff to continue work on the objectives of the CATSMP.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Amendment 1, as presented, and to authorize the Transportation Manager to sign the Amendment as well as future amendments that extend the time for performance under the Original Contract.

Previous Actions

July 10, 2019 - CAMPO approved the Original Contract.

August 12, 2020 - CAMPO approved professional services contact 19300159 with Kimley-Horn and Associates to assist CAMPO staff in the management and development of the CATSMP.

Background/Issues & Analysis

Carson City currently provides technical services for operations and maintenance of traffic control systems in Carson City, Douglas, Lyon, and Storey counties through existing agreements. The CATSMP will guide local jurisdictions, staff, and NDOT in making transparent and performance-based investments in traffic control and intelligent transportation system infrastructure, as well as equipping staff to manage and operate the transportation system efficiently and effectively. The CATSMP will help guide the City’s asset management program for transportation infrastructure with the goal of improving the efficiency and reliability of the transportation system. It will also provide guidance for making strategic life cycle cost and investment decisions related to future infrastructure.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project G302820002, CAMPO Grants Account / 2453028-501210.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: The Amendment does not change the currently budgeted amount. The project is fully funded through Cooperative Agreement P301-19-804 with NDOT. The available project budget is \$399,219.76

Alternatives

Do not approve the Agreement and provide alternative direction to staff.

Supporting Material

-Exhibit-1: Amendment No. 1 to P301-19-804

-Exhibit-2: Cooperative Agreement No. P301-19-804

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Amendment No. 1 to
Planning Cooperative LPA Agreement No. P301-19-804

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson Area Metropolitan Planning Organization, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "CAMPO."

WITNESSETH:

WHEREAS, on August 8, 2019, the parties entered into Agreement No. P301-19-804 to develop a Transportation System Management Plan (TSMP) for Carson City, Douglas, Lyon, and Storey counties; and

WHEREAS, the termination date must be amended due to more time needed to complete the Scope of Work; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P301-19-804.

NOW, THEREFORE, the parties agree as follows:

1. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2022 to June 30, 2023.
2. In regard to Article III, Paragraph 6, notwithstanding the "project end date" on any "Notice to Proceed" preceding this Amendment, the parties agree that the "project end date" should be June 30, 2023.
3. All of the other provisions of Agreement No. P301-19-804 dated August 8, 2019, shall remain in full force and effect as if fully 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.

Carson Area Metropolitan Planning
Organization (CAMPO)

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Legality and Form:

DocuSigned by:
Shane Chesney
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Deputy Attorney General

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Agreement P301-19-804

PLANNING COOPERATIVE LPA AGREEMENT

This Agreement is made and entered on 08/08/2019, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson Area Metropolitan Planning Organization (CAMPO), 3505 Butti Way, Carson City, NV 89701(hereinafter "LOCAL AGENCY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides that the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to ensure that such projects are completed in conformance with FHWA Standards; and

WHEREAS, the LOCAL AGENCY is willing to agree to manage the development a Transportation System Management Plan (TSMP) that establishes commonly held operations and management objectives and serves as an asset management plan that will result in improved transportation system performance. This will be completed for Carson City, Douglas, Lyon, and Storey counties. Additionally, the TSMP will be coupled with an implementation component that prepares optimized traffic signal timing plans along coordinated signalized corridors and produces "before" and "after" measures of effectiveness (MOE's) to quantify the changes in traffic operations resulting from signal equipment upgrades and signal timing changes. Specifics including background, tasks, and deliverables are outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the LOCAL AGENCY for Federal Surface Transportation Block Grant Program funds; and

WHEREAS, the LOCAL AGENCY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the LOCAL AGENCY's Date Universal Numbering System (DUNS) Number 827483202 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

- 1. To ensure that the LOCAL AGENCY's actions are taken in accordance with applicable Federal and State regulations and policies.

2. To obligate Federal Surface Transportation Block Grant Statewide Program funding for the PROJECT in a maximum amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00). In addition, there will be Thirty-Four Thousand Two Hundred Eleven and No/100 Dollars (\$34,211.00) of State Gas Tax Funding. The total amount of funding on this Agreement is Six Hundred Eighty-Four Thousand Two Hundred Eleven and No/100 (\$684,211.00)

3. To establish a Project Identification Number to track all PROJECT costs.

4. Once the funding is obligated, to provide the LOCAL AGENCY with a written "Notice to Proceed" authorizing the start of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

5. To review, comment and approve the LOCAL AGENCY's planning document at intermittent intervals during the PROJECT, including a review of the final PROJECT.

6. The DEPARTMENT shall have twenty (20) calendar days after the postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the LOCAL AGENCY within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both parties hereto and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both parties hereto for payment.

7. To review and approve the LOCAL AGENCY's procedures utilized for advertising, bid opening, and awarding of the PROJECT so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements. Although there is not a Disadvantaged Business Enterprise (DBE) goal associated with this project, it is recommended that DBE firms are used whenever possible.

8. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

9. To authorize the LOCAL AGENCY to proceed with the advertisement and award of the PROJECT contract once the RFP documentation has been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

10. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed." The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

11. To assign a Local Public Agency Coordinator and a Project Manager to act as the DEPARTMENT's representatives to monitor the LOCAL AGENCY's compliance with applicable Federal and State requirements.

12. To review and approve, when acceptable to the DEPARTMENT, any changes to the scope of the PROJECT which does not alter the maximum reimbursement to the LOCAL AGENCY as established in ARTICLE I, Paragraph 2, minus any DEPARTMENT eligible

PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

13. To review the LOCAL AGENCY's draft PROJECT and to approve the final draft of the LOCAL AGENCY's PROJECT.

ARTICLE II - LOCAL AGENCY AGREES:

1. To perform or have performed by consultant forces: (a) the advertisement, award, and management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including, but not limited to, those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <https://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference.

2. To allow the DEPARTMENT thirty (30) days to review and accept the draft PROJECT as a final task of PROJECT completion.

3. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

4. To submit to the DEPARTMENT one (1) final PDF of all final PROJECT materials and findings.

5. To submit to the DEPARTMENT for review and approval any addenda, supplementals, and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

6. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during the PROJECT.

7. To perform PROJECT documentation and quality control during the LOCAL AGENCY's contract administration according to its established procedures, as approved by the DEPARTMENT. If the LOCAL AGENCY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual." The manual may be obtained from the DEPARTMENT's Administrative Services Division.

8. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements, and any future Federal reporting requirements, and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

9. As work progresses on the PROJECT, the LOCAL AGENCY shall provide the DEPARTMENT with monthly invoices for payment of 100 percent of eligible PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon, and accompanied by, auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount as established in Article I, Paragraph 2. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200 and the SAM.

10. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C.

Section 112(C) and 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT” and Attachment D – “Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities,” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2022.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The LOCAL AGENCY’s indirect rate shall be approved by its cognizant federal agency and that approval must be provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis in order to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties hereto.

4. Each party agrees to complete a joint final review of PROJECT materials prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:	
LOCAL AGENCY Planning Study Costs:	\$684,211
<u>Total Estimated PROJECT Costs:</u>	\$684,211
Available Funding Sources:	\$650,000
Surface Transportation Block Grant Statewide (Federal Funds):	
State Gas Tax Match Funds:	\$34,211
<u>Total PROJECT Funding:</u>	\$684,211

6. The LOCAL AGENCY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The “Notice to Proceed” includes the “project end date,” which establishes the limit of federal participation for a project or phase of work associated with a project. The “project end date” is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The LOCAL AGENCY is responsible for any costs incurred on the PROJECT after the “project end date.” The LOCAL AGENCY agrees that the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the “project end date.”

7. The total eligible PROJECT costs shall be determined based upon the amount of the awarded Federal Surface Transportation Block Grant Statewide Program and State Gas Tax funds, as awarded by the LOCAL AGENCY, subject to federally budgeted appropriations. The LOCAL AGENCY is responsible for one hundred percent (100%) of all costs not eligible for Federal or State funding. The LOCAL AGENCY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200 and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which sets forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. PROJECT materials shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The LOCAL AGENCY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

10. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or LOCAL AGENCY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

11. Should this Agreement be terminated by the LOCAL AGENCY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the LOCAL AGENCY's failure to perform, the LOCAL AGENCY shall reimburse the DEPARTMENT for any payments made to the LOCAL AGENCY and any PROJECT costs incurred by the DEPARTMENT. Because this PROJECT will be completed in three phases, however, LOCAL AGENCY and DEPARTMENT specifically agree that LOCAL AGENCY will not be required to reimburse DEPARTMENT for payments or costs that were incurred for an already completed phase of the PROJECT. The exception to this will be that if the phase is not accepted as completed by the DEPARTMENT or if it does not have utility and provide improvements for the region as defined in the first paragraph of Attachment A.

12. 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 telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn: Mark Costa
Division Chief Multimodal Planning
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7120
Fax: (775) 888-7207
E - mail address: mcosta@dot.nv.gov

FOR LOCAL AGENCY: Lucia Maloney
Carson Area Metropolitan Planning Organization
(CAMPO)
3505 Butti Way
Carson City, Nevada 89701
Phone: 775-283-7396
Fax: 775-887-2112
Email: LMaloney@carson.org

13. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

14. 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 or LOCAL AGENCY breach shall never exceed the amount of funds which 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.

15. 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.

16. 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, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.

18. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. 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.

22. 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, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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.

23. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

24. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

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 cooperative action set forth herein.

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. 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.

28. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

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

30. This Agreement constitutes the entire agreement of the parties and as 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 and approved by the Attorney General.

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

Carson Area Metropolitan Planning Organization

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

DocuSigned by:

Lucia Maloney

E6C6EC42B788464...

DocuSigned by:

Kristina L. Swallow

D2B76C01E4FB...

Director

Approved as to Form:

DocuSigned by:

Todd Peese

D2AF991331B943F...

Approved as to Legality & Form:

DocuSigned by:

Shane Chesney

Deputy Attorney General

ATTACHMENT
“A”

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)
FY20/FY21 CARSON AREA
TRANSPORTATION SYSTEM MANAGEMENT PLAN**

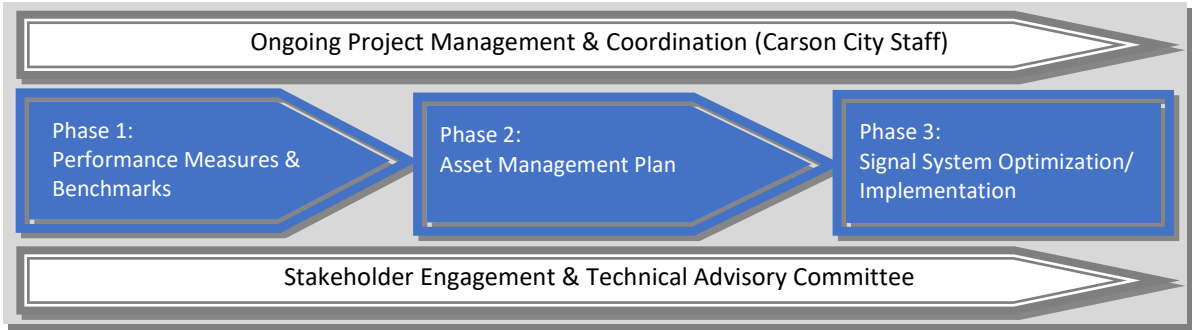
The 2020/2021 Carson Area Transportation System Management Plan will cover the CAMPO planning area and all traffic signals operated and/or maintained by the Consolidated Municipality of Carson City (City), including Carson, Douglas, Lyon, and Storey Counties.

The primary purpose of the project is to develop a Transportation System Management Plan (TSMP) for the Carson Area that establishes commonly held operations and management objectives and serves as an asset management plan that results in improved transportation system performance. The TSMP will guide local jurisdictions, staff, and the Nevada Department of Transportation (NDOT) to make transparent and performance-based investments in traffic control and in ITS infrastructure, as well as to equip staff to manage and operate the transportation system efficiently and effectively. It will guide the partner jurisdictions' asset management program(s) for transportation infrastructure with the goal of improving the efficiency and reliability of the transportation system. It will also provide guidance for making strategic investment decisions related to future infrastructure that will manage system demand and usage. The final phase of the TSMP will serve to quantify the changes in traffic operations that result from implementation of infrastructure enhancement and signal timing changes recommended by the TSMP.

The primary purpose of the project is to establish commonly held operations and management objectives (Phase 1: Performance Measures & Benchmarks) in an asset management plan (Phase 2: Asset Management Plan) that improves transportation system performance through informed, consistent, and transparent decision-making throughout the Carson area. Additionally, the project couples the TSMP with an implementation component (Phase 3: Signal System Optimization/Implementation) that prepares optimized traffic signal timings along signalized corridors and produces "before" and "after" measures of effectiveness (MOE's) to quantify the changes in traffic operations resulting from signal equipment upgrades and signal timing changes.

Project work tasks may include, but are not limited to, the data collection, planning, and professional engineering services required for the three phases described below. The project includes Carson City staff time required to plan, organize, manage, and execute the project. It is also anticipated to include consultant teams who will be encouraged to expand upon the draft scope of services to be provided in a formal Request for Qualifications (RFQ) to provide for a comprehensive, yet efficient, work product that can be implemented by each of the participating jurisdictions.

Figure 1 graphically illustrates the project phases, including ongoing project management & coordination to be led by Carson City staff, and Stakeholder Engagement & Technical Advisory Committee who will jointly advise and support the project through each of the three (3) work phases.



Each phase of this TSMP shall have independent value and thus utility to the travelling public in Carson City, Douglas, Lyon and Story Counties. This will result in less delay and overall transportation system improvement for the region as a whole.

**Attachment B
AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.**

I, Lucia Maloney (Name of party signing affidavit and Proposal Form)
Transportation Manager (title) being duly sworn do depose and say: That
Carson City, Public works (name of person, firm, association, or corporation) has not,
either directly or indirectly, entered into agreement, participated in any collusion, or otherwise
taken any action in restraint of free competitive bidding in connection with this contract; and
further that, except as noted below to the best of knowledge, the above named and its
principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

DocuSigned by:
Lucia Maloney
Signature

Transportation Manager
Title

08/07/2019
Date

Attachment C

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lucia Maloney

Name (please type or print)

DocuSigned by:

Lucia Maloney
Signature

Transportation Manager

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.