

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF THE MEETING OF THE
REGIONAL TRANSPORTATION COMMISSION**

Day: Wednesday
Date: January 10, 2024
Time: Beginning immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 pm
Location: Community Center, Robert 'Bob' Crowell Board Room
851 East William Street
Carson City, Nevada 89701

AGENDA

NOTICE TO THE PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the Regional Transportation Commission 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. Public comment during a meeting is limited to three minutes for each speaker.

1. **Call to Order - Regional Transportation Commission**
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 - December 13, 2023**
 - 4.A Minutes for December 13, 2023
[Click Here for Staff Report](#)
5. **Public Meeting Item(s):**
 - 5.A For Possible Action – Discussion and possible action regarding nomination and election of a Chairperson and Vice-Chairperson for calendar year 2024 for the Carson City Regional Transportation Commission (“RTC”).

Staff Summary: The RTC will consider the nomination and election of a Chairperson and Vice-Chairperson to serve for a one-year term, calendar year 2024, commencing immediately. Under NRS 277A.180(3) and CCMC 11.20.030, the Chairperson must be one of the two Board of Supervisors members appointed to RTC. The Vice-Chairperson can be any member of the RTC.

[Click Here for Staff Report](#)

- 5.B For Possible Action – Discussion and possible action regarding proposed revisions to the Jump Around Carson (“JAC”) Fixed-Route Rider Policies and Procedures (“Fixed-Route Policy”), and the JAC Assist American with Disabilities Act (“ADA”) Complementary Policies and Procedures (“Assist Policy”), collectively referred to as (“Policies”).

Staff Summary: The proposed revisions to the Policies are the result of staff and customer feedback received over the past year and are intended to provide additional guidance and improved clarity for JAC customers. The Policies will become effective upon approval by the RTC.

[Click Here for Staff Report](#)

- 5.C For Possible Action – Discussion and possible action regarding (1) approval of Interlocal Contract CETS # 28673 (“Contract”) between the State of Nevada acting by and through its Department of Health Care Financing and Policy (“DHCFP”) and Carson City Regional Transportation Commission (“RTC”) allowing for partial reimbursement for Medicaid-eligible paratransit services for a not to exceed amount of \$51,721.50; and (2) authorization for the Transportation Manager to sign the Contract and future extensions of time and/or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The State of Nevada's Department of Health and Human Services, through the DHCFP, provides reimbursement to agencies for transportation services provided to Medicaid-eligible recipients. The Contract allows RTC to seek reimbursement from DHCFP for expenses related to paratransit transportation services provided by Jump Around Carson (“JAC”) to Medicaid-eligible recipients for non-emergency transportation trips. The Contract term will begin July 1, 2024, and expires on June 30, 2028.

[Click Here for Staff Report](#)

6. **Non-Action Items:**

- 6.A Transportation Manager's Report
[Click Here for Staff Report](#)
- 6.B November Street Operations Report
[Click Here for Staff Report](#)
- 6.C Other Comments and Reports

This item may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to the RTC, project status reports, and comments or other reports from the RTC members or staff.

[Click Here for Staff Report](#)

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

AGENDA NOTES/ MANAGEMENT NOTICES/ DISCLOSURES:

****PUBLIC COMMENT LIMITATIONS** – The RTC 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 Regional Transportation Commission agenda as an item upon which action may be taken. **Public comment will 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 at least 24 hours in advance.

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 RTC 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 agenda has been posted at the following locations:

Carson City Public Works, 3505 Butti Way
Community Center, 851 East William Street
www.carson.org/agendas
<https://notice.nv.gov>

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STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** January 10, 2024

Staff Contact:

Agenda Title: Minutes for December 13, 2023

Agenda Action: Formal Action / Motion **Time Requested:**

Proposed Motion

I move to approve the minutes, as presented.

Board's Strategic Goal

N/A

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[12-13-2023 Minutes \(RTC\).pdf](#)

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

(Vote Recorded By)

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the December 13, 2023 Meeting

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DRAFT

A regular meeting of the Carson City Regional Transportation Commission (RTC) was scheduled to begin following the adjournment of the Carson Area Metropolitan Planning Organization (CAMPO) meeting (starting at 4:30 p.m.), in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chair Lisa Schuette
Commissioner Robert “Jim” Dodson
Commissioner Lucia Maloney
Commissioner Gregory Novak

STAFF: Darren Schulz, Public Works Director
Rick Cooley, Deputy Public Works Director
Chris Martinovich, Transportation Manager
Justin Tiarney, Public Works Operations Manager
Adam Tully, Deputy District Attorney
Kelly Norman, Senior Transportation Planner/Analyst
Rebecca Bustos, Grant Analyst
Dan Kelsey, Transit Coordinator
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the commission’s agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk’s Office, during regular business hours. All approved meeting minutes are available at <https://www.carson.org/minutes>.

1. CALL TO ORDER – REGIONAL TRANSPORTATION COMMISSION (RTC)

(5:15:45) – Chairperson Bagwell called the meeting to order at 5:15 p.m.

2. ROLL CALL

(5:15:51) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(5:16:04) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – NOVEMBER 9, 2023

(5:16:13) – Chairperson Bagwell introduced the item and entertained corrections or a motion.

(5:16:21) – Vice Chair Schuette moved to approve the minutes of the November 9, 2023 RTC meeting as presented. The motion was seconded by Commissioner Novak and carried 5-0-0.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the December 13, 2023 Meeting

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5. PUBLIC MEETING ITEM(S):

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED REVISIONS TO CARSON CITY’S SNOW PLOW ROUTES (“ROUTES”) TO ADD CERTAIN CUL-DE-SACS AND STREETS TO THE ROUTE BECAUSE THEY ARE ON A STEEP GRADE OR THEIR ADDITION WILL IMPROVE CITY CONNECTIVITY.

(5:16:40) – Chairperson Bagwell introduced the item. Commissioner Maloney read into the record a prepared disclosure statement, advised of a disqualifying conflict of interest, and stated that she would not participate in discussion and action. Mr. Tiarney gave background on the snow removal process and reviewed a PowerPoint presentation, incorporated into the record, which included the proposed 15 street addition to the snow routes. He also responded to clarifying questions. Chair Bagwell entertained public comments. Deni French requested placing sidewalks higher on the priority list and wished to see “the areas that are ramped” not blocked by snow so pedestrians and wheelchair-bound residents can press the crosswalk buttons. Chairperson Bagwell entertained a motion.

(5:35:57) – Commissioner Novak moved to approve the proposed revisions to the snow plow routes, as presented. The motion was seconded by Commissioner Dodson and carried 4-0-1, with Commissioner Maloney abstaining.

5-B For POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT WEST COAST PAVING, INC. (“WEST COAST PAVING”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 FOR THE RACC DOWNTOWN SIDEWALKS & PEDESTRIAN CROSSINGS PROJECT (“PROJECT”) AND TO AWARD CONTRACT NO. 24300272 (“CONTRACT”) FOR THE PROJECT TO WEST COAST PAVING FOR A TOTAL NOT TO EXCEED AMOUNT OF \$270,600.

(5:36:21) – Chairperson Bagwell introduced the item and entertained Commissioner and/or public comments. Commissioner Novak noted that he was pleased to see Federal Transit Administration (FTA) funds being used for sidewalks. Chairperson Bagwell entertained a motion.

(5:37:14) – Vice Chair Schuette moved to award the Contract as presented and authorize the Public Works Director to approve expenditure of the 10 percent contingency if necessary. The motion was seconded by Commissioner Maloney and carried 5-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

Minutes of the December 13, 2023 Meeting

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DRAFT

(5:37:38) – Mr. Martinovich explained that based on the November RTC meeting discussion regarding the Local Road Initiatives Funding, the consultant was “working through the methodologies.” Mr. Martinovich noted that as a result of a request from this Commission, Staff were working on gravel roads and delivery options of projects, should additional funding be received. He also announced that Project Manager Briana Greenlaw had left, and he thanked her for “a wonderful job” during her time in the City, adding that they were experiencing delays in project deliveries.

6-B OCTOBER STREET OPERATIONS REPORT

(5:39:38) – Mr. Martinovich referenced the report which is incorporated into the record and noted that “a lot of ditch work” and “shoulder work” had been taking place.

6-C OTHER COMMENTS AND REPORTS

(5:40:11) – Commissioner Novak inquired about transit being agendized for the Board of Supervisors Retreat and was informed by Chair Bagwell that it was “on the list.”

7. PUBLIC COMMENT

(5:40:39) – Chairperson Bagwell wished everyone “Happy Holidays” and entertained final public comments. Mr. French noted his opposition to the use of artificial turf and was concerned about injuries and the fact that it may be considered hazardous waste in the future.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:42:08) – Chairperson Bagwell adjourned the meeting at 5:42 p.m.

The Minutes of the December 13, 2023, Carson City Regional Transportation Commission meeting are so approved on this 10th day of January 2024.

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STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** January 10, 2024

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding nomination and election of a Chairperson and Vice-Chairperson for calendar year 2024 for the Carson City Regional Transportation Commission (“RTC”).

Staff Summary: The RTC will consider the nomination and election of a Chairperson and Vice-Chairperson to serve for a one-year term, calendar year 2024, commencing immediately. Under NRS 277A.180(3) and CCMC 11.20.030, the Chairperson must be one of the two Board of Supervisors members appointed to RTC. The Vice-Chairperson can be any member of the RTC.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

To Appoint New Chairperson:

I move to appoint _____ as Chairperson for a one-year term expiring December 31, 2024.

To Appoint New Vice-Chairperson:

I move to appoint _____ as Vice-Chairperson for a one-year term expiring December 31, 2024.

Board's Strategic Goal

N/A

Previous Action

January 11, 2023 (Item 5.A) – The RTC Board elected Commissioner Lori Bagwell and Commissioner Lisa Schuette to serve as its Chairperson and Vice-Chairperson, respectively, for terms ending on December 31, 2023.

Background/Issues & Analysis

Per NRS 277A.180 and CCMC 11.20.030, the RTC must be composed of representatives selected by the Carson City Board of Supervisors as follows:

- Two members of the Board of Supervisors, one of whom must be designated by the RTC to serve as Chairperson of the Commission.
- Three representatives of the City at large.

Though the Chairperson must be a member of the Board of Supervisors, any RTC Commissioner may serve as the Vice-Chairperson. Staff recommends a one-year term for the elected Chairperson and Vice-

Chairperson (calendar year 2024). Terms of the newly elected Chairperson and Vice-Chairperson will be effective immediately.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277A.180; CCMC 11.20.030

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** January 10, 2024

Staff Contact: Dan Kelsey, Transit Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding proposed revisions to the Jump Around Carson (“JAC”) Fixed-Route Rider Policies and Procedures (“Fixed-Route Policy”), and the JAC Assist American with Disabilities Act (“ADA”) Complementary Policies and Procedures (“Assist Policy”), collectively referred to as (“Policies”).

Staff Summary: The proposed revisions to the Policies are the result of staff and customer feedback received over the past year and are intended to provide additional guidance and improved clarity for JAC customers. The Policies will become effective upon approval by the RTC.

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

Proposed Motion

I move to approve the proposed revisions to the Policies, as presented.

Board's Strategic Goal

N/A

Previous Action

September 14, 2022 (Item 5.B) – The Regional Transportation Commission (“RTC”) approved the Fixed-Route Policy.

April 14, 2021 (Item 5.C) – The RTC approved revisions to the Assist Policy.

Background/Issues & Analysis

Staff review the Policies and make administrative revisions as necessary based on JAC staff or customer feedback or when changes to the service occur to provide the most up to date information and excellent customer service. Staff also review the Policies in order to ensure JAC continues to comply with Federal Transit Administration (“FTA”) and ADA regulations.

The Fixed-Route Policy is intended to provide customers and staff of JAC’s fixed-route service with a single document containing all the necessary information to safely use JAC’s fixed-route services. Before the RTC approved the Fixed-Route Policy, JAC was only posting guidelines on the FAQ page of RideJAC.com. Since adoption of the Fixed-Route Policy in 2022, a printed version has been available on all fixed-route route buses, in addition to being posted on RideJAC.com. The proposed revisions to the Fixed-Route Policy include the incorporation of snow schedules, updating information related to the

JAC mobile applications, and other minor revisions for clarity.

The Assist Policy governs the operations of JAC’s paratransit services, JAC Assist. The Assist Policy is required as part of JAC’s commitment to meeting the requirements put forth in the ADA and to provide equal opportunity and access for persons with disabilities on public transportation. This version of the Assist Policy as first adopted in 2010. The proposed revisions to the Assist Policy include additional information related to personal mobility devices and belongings, incorporation of a no-pay policy, modifications to the extended service area, and other revisions for clarity based on the operation of the current service.

Both Policies were last administratively revised in late 2022 to incorporate the new fare schedules that the RTC approved at its July 13, 2022, meeting.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Decline to approve the proposed revisions and provide alternative direction to staff.

Attachment(s):

[5B_RTC_Exhibit 1-Fixed Route Policy Revisions - Markup Revisions.pdf](#)

[5B_RTC_Exhibit 2-Fixed Route Policy Revisions - Clean.pdf](#)

[5B_RTC_Exhibit 3-Assist Policy - Markup Revisions.pdf](#)

[5B_RTC_Exhibit 4-Assist Policy - Clean.pdf](#)

[5B_RTC_Exhibit 5-Policy Presentation.pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



JUMP AROUND CARSON (JAC) TRANSIT SYSTEM

FIXED-ROUTE RIDER POLICIES AND PROCEDURES

Approved by
Carson City Regional Transportation Commission
September 14, 2022

[RTC Approved Revision: January 10, 2024](#)



JAC Fixed-Route Rider Policies and Procedures – Table of Contents

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- 10. JAC App**
- 11. Alerts & Advisories**
- 9-12. Passenger Rights & Rules**
- 10-13. Bikes, Scooters, Strollers, and Other Personal Items on Board**
- 11-14. Accessibility/ADA Compliance**
- ~~12.1. Alerts & Advisories~~**
- 13-15. Beneficiary Rights Under Title VI of the Civil Rights Act**

1. Overview

Jump Around Carson (JAC) is Carson City's public transit system serving the community with a fleet of bright white, green and purple buses that feature a sleek, hopping jackrabbit (a Northern Nevada icon). JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission (RTC).

This guide provides riders of JAC's fixed-route service a single reference document helping them to navigate and understand the operation, costs, and rules of the transit system.

2. JAC Mission

JAC strives to provide safe, dependable, and friendly transit service to the residents and visitors of Carson City, Nevada. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

3. Contact Information & Rider Feedback

We strive to make riding JAC an enjoyable experience, and we're always looking for ways to improve our service. We welcome your comments and suggestions. Here's how to contact us:

Physical and Mailing Address:

Jump Around Carson
3770 Butti Way
Carson City, NV 89701

Phone: (775) 841-RIDE (7433)
E-mail: JAC@carson.org

Office Hours: Monday-Friday, ~~6:30~~8:00 am to ~~5:00~~7:30 pm;
Saturday, 8:30 am to 4:~~00~~30 pm (~~except holidays~~)
Closed Sundays and Holidays

Carson City Transit Coordinator
Phone: (775) 283-7583

4. Service Map



5. Schedule

JAC operates 4 fixed-route buses shown on the map in **Section 4: Service Map**.

JAC buses run:

- Monday through Friday from 6:30am to 7:30pm.
- Saturdays from 8:30am to 4:30pm.

Buses depart the Downtown Transfer Plaza on N. Plaza Street (in front of the Federal Building) every 60 minutes.

Real-time bus arrival information can be accessed via the [JAC AppTransLoc transit tracking app](#). Search "[Jump Around CarsonTransLoc](#)" in the app store [and make JAC your preferred transit agency](#), available for iPhone and Android users. You can also contact JAC Customer Service at (775) 841-RIDE (7433) for scheduling and routing assistance.

JAC buses do not operate on Sundays or the following major holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

JAC Buses also operate from 8:30am to 4:30pm on the following holidays:

- Martin Luther King Jr. Holiday
- Presidents Day
- Juneteenth
- Nevada Day
- Veterans Day
- [Family Day](#)
- [Christmas Eve](#)
- [New Year's Eve](#)

Other service delays and temporary route changes may be encountered during special events, [road construction, or severe weather](#).

6. Snow Schedules

[Severe snow conditions may close or alter some bus stop locations. Altered bus stops are due to a bus not being able to navigate a road to a particular bus stop due to dangerous road conditions. Notifications will be distributed and posted as conditions allow, but riders may experience closures of the following bus stops during snowy conditions.](#)

- [Route 1 - Cancer Center stop at main building entrance.](#)
 - [Nearest alternative bus stop is located on Medical Parkway.](#)
- [Routes 2A, 2B - Western Nevada College stop located on the campus.](#)

- Nearest bus stop is on West College Parkway near North Ormsby Boulevard.
- Route 3 – S. Curry Street and Clearview Drive, west of Carson Street.
 - A temporary bus stop will be placed along S. Carson Street near the intersection of Eagle Station Lane and Casino Fandango, southbound only.

7. **Fares**

If paying with cash, please have the exact change available, as drivers cannot make change. Transfers are free and must be requested when you get on the bus and present your cash or contactless fare. Children ages 4 and under ride free.

	Single Ride Fares	Monthly Pass
Adult (18-59)	\$1.50	\$40.00
Youth (5-17)	\$0.75	\$20.00
Senior (60+)	\$0.75	\$20.00
Military/Disabled/Medicare	\$0.75	\$20.00

*See Senior Bus Pass section below

Reduced fare ID cards are available at the JAC Office for your convenience. This card may be used to provide proof of eligibility for the reduced fare or to purchase reduced fare bus passes. Other forms of acceptable forms of ID include a school issued student ID, Military ID, or Medicare cards.

Passes & Contactless Fares:

Bus passes and contactless payment are more convenient than cash and can offer discounted fares. A variety of pass options are available including:

- Contactless fares – JAC offers a contactless fare payment system through use of a mobile, cellular phone application (mobile app). Visit www.ridejac.com for additional information.
- Single ride passes - Single rider passes are available if you know in advance you are planning to ride the bus for a limited time.
- Monthly passes - monthly passes are valid for unlimited rides for ~~30 days following purchase of the bus pass~~each specific month.
- Yearly senior bus passes - Yearly senior bus passes (described below) are valid for unlimited rides within the 365 days following receipt of application.

Where to Purchase Tickets:

Single ride and monthly bus passes are available for purchase through JAC's mobile app, at www.ridejac.com, or at the following locations in Carson City.

- Jump Around Carson Operations Office, 3770 Butti Way
- Treasurer's Office, City Hall, 201 N. Carson St.
- Carson City Library, 900 N. Roop St.
- Carson City Senior Citizens Center - **SENIOR BUS PASSES ONLY**, 911 Beverly Dr.

• ~~Western Nevada College Bookstore, 2201 W. College Parkway~~

Senior Bus Pass Program:

JAC offers unlimited free rides on the regular fixed-route system for seniors participating in the Senior Bus Pass Program. Seniors can participate in this program by registering with JAC at the Carson City Senior Citizens Center at 911 Beverly Drive or the JAC Office at 3770 Butti Way during normal business hours. To receive a free Senior Bus Pass, seniors need to be age 60 or older, complete a registration form, and present the completed registration to a representative at the Senior Center front desk. Passes are valid for unlimited rides on the regular fixed-route service for an entire year (generally July 1 to June 30), subject to funding availability.

8. Local Transfers

Transfers between JAC buses are free to customers and are possible at the Downtown Transit Center or at any stop serviced by more than one route. Transfers are issued to go directly from one bus to another to complete a trip in one direction only. They must be used within one hour of the time they are issued, and cannot be used to get back on the same bus. Transfers cannot be used to go between Routes 2A and 2B.

When boarding the bus, please let the operator know if you plan to transfer. As necessary, the operator will give you a transfer slip and alert the driver of the next bus that you will be transferring at the Downtown Transit Center. Buses normally leave the Transit Center at a scheduled time. If you fail to expeditiously transfer to your next bus, you run the risk of your connecting bus departing the station without you. Transfer slips will only be accepted at the Downtown Transit Center or at bus stops served by both the line from and to which you are transferring (ex. transfers may be made from Line 1 to Line 2A only at a bus stop served by both Lines 1 and 2A).

9. Interagency Transfers

• RTC Regional Connector – RTC Washoe

If you're traveling from Carson City to Reno, RTC Regional Connector accepts transfers from JAC at a reduced fare. Passholders who present proof of fare payment on JAC will only need to pay the difference between the fare cost to ride the RTC Regional Connector.

If you're traveling from Reno to Carson City, you can receive a transfer to JAC at no cost with proof of payment.

For more information about RTC Regional Connector schedules and fares, please visit <https://www.rtcwashoe.com/routes/rtc-intercity/>.

• Valley Express Daily – Tahoe Transportation District

If you're traveling from Carson City to Minden/Gardnerville, the Valley Express Daily is a great option. The Valley Express accepts transfers from JAC at no cost.

If you're traveling from Minden/Gardnerville to Carson City, you can receive a transfer to JAC at no cost.

For more information about Valley Express Daily schedules and fares, please visit <https://www.tahoetransportation.org/routes/19x/>.

10. JAC App

The JAC TransLoc App for JAC provides real-time arrival times and location information for JAC fixed-route service throughout Carson City and will allow you to purchase contactless fares. The app is available for iPhone and Android smartphones and can be downloaded free from the respective App Store by searching "Jump Around Carson TransLoc". Features of the JAC App include:

- Real-time location of the buses
- Passenger Alertters
- Routes displayed on an interactive map
- Bus location-based ETAs
- Arrival notifications
- Route Schedules
- Contactless fares

11. Alerts and Advisories

JAC strives to be a reliable, safe transit service for all riders, but delays can happen for various reasons, including inclement weather and road construction. JAC will attempt to notify riders quickly as possible, with due consideration for safety, security, and operational priorities. For up-to-date information, riders should visit www.ridejac.com. Riders will also be notified by service alerts/advisories through the JAC TransLoc phone app.

11.12. Passenger Rights & Rules

JAC prides itself on fulfilling its obligation to transport the public in a safe and efficient manner, and strives to provide a pleasant and clean atmosphere for all riders. The following customer rights, rules, and responsibilities ensure that JAC may consistently operate a high-quality transit service. Passengers who violate the rights of other passengers and who do not comply with these rules may be asked to exit the vehicle and may be suspended for repeated occurrences.

PASSENGER RIGHTS:

All JAC passengers have the right to:

- A safe, comfortable, clean bus.
- Easily accessible and reliable schedule information.
- Respectful, helpful service from bus operators and all JAC employees.

- Courtesy from other passengers.
- Ride with a service animal. All other pets and animals must be in a pet carrier.
- Tell us about our service, and how we can improve. Please see Section 3 regarding rider feedback for more information.

GENERAL RULES:

All JAC passengers must abide by the following rules:

- No eating or drinking (except water or when medically necessary).
- No smoking or use of tobacco products including e-cigarettes and vapor products.
- No illegally possessing, using, or selling any controlled substance.
- No unsafe, unruly, disruptive, or inappropriate behavior.
- No gambling on buses or at bus stops.
- No performing an act of personal hygiene. Passengers of poor hygiene or exuding extreme odors may be asked to exit the vehicle.
- No spitting, urinating, defecating, nudity, or inappropriate exposure.
- No foul language, loud conversation, or insults/threats directed at the bus operator or other riders.
- No playing of music (instrument or audio device) in a way that is disruptive to the bus operator or other passengers.
- No loitering, begging, or soliciting of any kind.
- No littering, defacing, vandalizing, or destroying of property, City-owned or otherwise.
- No flammable and/or toxic items, including but not limited to gas cans, car batteries, and paint.
- Please be prepared to load and unload your personal items onto and off of the bus.
- No firearms are allowed on JAC buses.
- Please, no smoking in the bus shelters.

12.13. Bicycles, Scooters, Strollers, and Other Personal Items Onboard

Bicycles:

JAC invites cyclists to ride with us! Each JAC bus is furnished with an easy-to-use bike rack on the front of the bus which holds up to two bikes. Please note that bike racks are available on a first-come, first-serve basis. If the bike rack is full, the cyclist will need to wait for the next bus. If the bicycle does not fit in the rack, JAC will not be able to transport your bicycle. Bikes are not allowed inside the bus unless they are foldable.

Loading Your Bike:

1. Prepare to load your bike as the bus approaches by removing water bottles, pumps, or any loose items that might fall off.
2. Ensure that you have the bus operator's attention before stepping in front of the bus to load your bike.
3. Once in front of the bus, use one hand to hold your bike and the other hand to squeeze the handle and lower the rack.

4. Lift your bike onto the rack, putting the wheels into the slots. Each slot is labeled as either front or back.
5. Raise the wheel lock arm next to the front tire slot over the top of the front tire. Make sure the arm is holding your bike securely, and that the hook is resting on the bike tire, not the frame.

Removing Your Bike:

1. Before exiting the bus, inform the driver that you will be removing your bike.
2. Once at the bike rack, raise the lock arm off the bike's front tire, and return it to the base.
3. Lift your bike off the bike rack, and if there is not another bike on the rack, return the rack to the upright position.
4. Step onto the sidewalk and indicate to the bus operator that you are clear of the bus. Never cross the street in front of the bus.

Notes:

- There is no charge for using the bike rack.
- Only single seat, two-wheeled bikes will be permitted on the rack.
- Riders are responsible for loading, securing, and unloading their bikes in a safe and timely manner. Bus operators will not get off the bus to assist.
- Use of bike racks is at your own risk. JAC is not responsible for personal injury, property damage, or property loss arising from use of the bike rack.
- In the event that you forget to unload your bike, please call JAC Customer Service at (775) 841-RIDE (7433) to report it missing. Advise the JAC representative of the time of your trip, the bus or route number, and any other details you can recall.

Scooters:

Scooters of certain types are welcome on JAC buses. Scooters are defined as non-motorized two-wheeled mobility devices that are either self-balanced or balanced by the rider and may include electric and non-electric balancing scooters. Non-electric scooters must be capable of being transported by the owning individuals. Examples include any kick or push scooters with handlebars. Electric scooters are defined as battery-operated, self-balancing two-wheeled scooters designed to transport a person. They are also known as Segways (manufacturer name), gyroscopic mobility devices, or automatic balancing wheeled conveyances. Motorcycles, mopeds, motorized bicycles (electric or gasoline-powered), and other similarly motorized wheeled conveyances are not considered scooters.

Electric and non-electric balancing scooters shall be permitted on JAC buses and at JAC facilities under the following conditions:

- All users must remain in control of their device at all times.
- Devices must be turned off or in Power Assist mode while boarding, exiting or while on a vehicle.
- Riding, sitting, or standing on the scooter while on a vehicle is prohibited.
- Users must remain with but not on their scooter during travel.
- Scooters must be safely and securely stowed while on vehicle and not stored in the center aisle.
- Users should yield to pedestrians or other riders at all times.

- Any person bringing a scooter on the transit vehicle must be physically able to load, stow, and unload the device, or be accompanied by someone who will provide this assistance.
- JAC personnel will not assist with loading/unloading or storing devices, however, upon request, the driver will deploy ramps for use in boarding/exiting buses.
- If the scooter is occupying a wheelchair space and the user does not possess a Reduced Fare Card, he/she must yield space to wheelchair users as required.

Motorcycles, mopeds, motorized bicycles:

Motorcycles, mopeds, motorized bicycles (electric or gasoline-powered), and other similarly motorized wheeled conveyances are not permitted on JAC buses, or on JAC bus bike racks.

Strollers and Other Personal Items:

JAC welcomes strollers, portable shopping carts, walkers, and other personal/mobility items. Rider must be in control of personal/mobility items for the duration of their trip and ensure items can be kept clear of the center aisle while the bus is in motion. If an item is too large, too heavy, or poses a risk to the bus operator or passengers, the bus operator may refuse service to the passenger.

JAC strives to provide transit service to all riders. Please refer to Section 12: Accessibility/ADA Compliance for information regarding riding the bus with a wheelchair or mobility device.

14. Accessibility/ADA Compliance

JAC is committed to providing a reliable, safe, convenient transit experience to all riders, including seniors and people with disabilities. All buses are fully accessible and comply with the principles and standards set forth in the Americans with Disabilities Act of 1990 (ADA). JAC bus operators shall make use of all accessibility equipment and features. In addition, JAC shall make public information and communications available in accessible formats. If you are unable to ride JAC fixed-route, visit www.ridejac.com to see if you qualify for JAC Assist paratransit service. The following are the policies and procedures JAC is committed to following in order to ensure an accessible experience for all.

- Accessibility

JAC welcomes all wheelchairs and mobility devices onboard so long as the lift/ramp can accommodate the device and user, and there is space on the bus. If there is not space, bus operators shall notify the user to catch the next bus. JAC shall deploy lifts or ramps for anyone who would like it, including standees, upon request. During the trip, all wheelchairs/mobility devices must be secured using onboard securement systems. Upon request, JAC bus operators shall assist riders with the use of these securement systems and shall leave his/her seat if necessary to provide assistance. For the passenger’s own safety, JAC bus operators may recommend, but not require, passengers using a mobility device to transfer to a seat. JAC shall permit a passenger who requests to use a lift or ramp to board or disembark from a vehicle at any designated stop, unless the lift or ramp cannot be deployed, the lift or ramp will be damaged if it is deployed, or temporary conditions preclude the safe use of the stop

by all passengers (i.e., the stop is “closed” for the duration of the condition). JAC shall not deny service to individuals using respirators or portable oxygen. Passengers may bring a reasonable supply of portable oxygen with them on the vehicle, but oxygen tanks must be secured while the vehicle is in motion. JAC shall ensure adequate time for individuals with disabilities to board or disembark a vehicle.

- Wayfinding/Orientation

JAC shall make stop announcements using the PA system or a loud, clear voice at transfer points, major intersections, destination points, intervals along the route to orient passengers, and any stop upon request. When more than one route serves a stop, the external speaker shall be used to provide a means by which an individual with a visual or other disability can identify the route on which he or she wishes to travel.

- Service Animals

Service animals can accompany individuals with disabilities in vehicles and facilities. The United States Department of Transportation (DOT) ADA regulations define a service animal as any animal individually trained to work or perform tasks for an individual with a disability, including but not limited to guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders and sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. JAC shall not require a person with a disability to certify or register a service animal, nor require passengers to make prior arrangements when boarding a fixed route vehicle with a service animal.

- Priority Seating Areas

JAC vehicles used in fixed route service shall have signs designating priority seating for elderly persons and persons with disabilities. When an individual with a disability needs to sit in a seat or occupies a wheelchair securement location, JAC bus operators shall ask the following persons to move in order to allow the individual with a disability to occupy the seat or securement location: (1) individuals sitting in a location designated as priority seating who would not be considered elderly persons or persons with disabilities (or other seat as necessary); and (2) individuals sitting in a fold-down or other movable seat in a wheelchair securement location. JAC bus operators may make, but are not required to enforce, the request.

- Reasonable Accommodation

Individuals with disabilities may request that JAC make a reasonable accommodation in order for that individual to fully use transit services. All requests should be made in advance by calling (775)841-RIDE (7433) or sending an email to JAC@carson.org. JAC will accommodate requests that:

- Do not alter the fundamental nature of the service, program, or activity
- Do not cause a direct threat to the health or safety of others
- Do not result in an undue financial and/or administrative burden
- Will allow the requestor to use the service provided by JAC

- Maintenance/Guarantee of Service

JAC bus operators shall immediately report any in-service lift or ramp failures. If a lift or ramp failure occurs on a route where the headway is greater than 30 minutes and the passenger cannot be served, JAC shall provide alternative service promptly. In the event that there is no spare vehicle available and JAC would be required to reduce service to repair the lift or ramp, JAC may keep the vehicle with the inoperable lift or ramp in service no more than three days. A vehicle with a lift or ramp failure shall be removed from service as soon as practicable; and the lift or ramp shall be repaired before the vehicle is returned to service.

15. Alerts and Advisories

~~16. JAC strives to be a reliable, safe transit service for all riders, but delays can happen for various reasons. JAC will attempt to notify riders as quickly as possible, with due consideration for safety, security, and operational priorities. For up to date information, riders should visit www.ridejac.com. Riders will also be notified of any service alerts/advisories through the JAC TransLoc phone app.~~

17.15. Beneficiary Rights Under Title VI of the Civil Rights Act

JAC is committed to ensuring that no person shall, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance, and that no discrimination takes place in any of the programs it and its subrecipients operate. To obtain more information on JAC's nondiscrimination obligations, send a written request to 3770 Butti Way, Carson City, Nevada 89701 or visit:

<https://www.carson.org/home/showpublisheddocument?id=59060>.

If anyone feels that someone protected by Title VI have been discriminated against, a complaint may be filed by completing the form at the link below and sending it to: Transportation Manager, 3505 Butti Way, Carson City, NV, 89701, RE: Title VI Complaint. A complainant may also file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Title VI Complaint Form is available at www.ridejac.com available here:

<https://www.carson.org/home/showpublisheddocument/59034/636577415773170000>

Enjoy your ride!

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JUMP AROUND CARSON (JAC) TRANSIT SYSTEM

FIXED-ROUTE RIDER POLICIES AND PROCEDURES

Approved by
Carson City Regional Transportation Commission
September 14, 2022
RTC Approved Revision: January 10, 2024



JAC Fixed-Route Rider Policies and Procedures – Table of Contents

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1. Overview

Jump Around Carson (JAC) is Carson City's public transit system serving the community with a fleet of bright white, green and purple buses that feature a sleek, hopping jackrabbit (a Northern Nevada icon). JAC began operating in October 2005 and is governed by the Carson City Regional Transportation Commission (RTC).

This guide provides riders of JAC's fixed-route service a single reference document helping them to navigate and understand the operation, costs, and rules of the transit system.

2. JAC Mission

JAC strives to provide safe, dependable, and friendly transit service to the residents and visitors of Carson City, Nevada. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

3. Contact Information & Rider Feedback

We strive to make riding JAC an enjoyable experience, and we're always looking for ways to improve our service. We welcome your comments and suggestions. Here's how to contact us:

Physical and Mailing Address:

Jump Around Carson
3770 Butti Way
Carson City, NV 89701

Phone: (775) 841-RIDE (7433)
E-mail: JAC@carson.org

Office Hours: Monday-Friday, 8:00 am to 5:00 pm;
Saturday, 8:30 am to 4:00 pm
Closed Sundays and Holidays

Carson City Transit Coordinator
Phone: (775) 283-7583

4. Service Map



5. Schedule

JAC operates 4 fixed-route buses shown on the map in **Section 4: Service Map**.

JAC buses run:

- Monday through Friday from 6:30am to 7:30pm.
- Saturdays from 8:30am to 4:30pm.

Buses depart the Downtown Transfer Plaza on N. Plaza Street (in front of the Federal Building) every 60 minutes.

Real-time bus arrival information can be accessed via the TransLoc transit tracking app. Search “TransLoc” in the app store and make JAC your preferred transit agency, available for iPhone and Android users. You can also contact JAC Customer Service at (775) 841-RIDE (7433) for scheduling and routing assistance.

JAC buses do not operate on Sundays or the following major holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

JAC Buses also operate from 8:30am to 4:30pm on the following holidays:

- Martin Luther King Jr. Holiday
- Presidents Day
- Juneteenth
- Nevada Day
- Veterans Day
- Family Day
- Christmas Eve
- New Year’s Eve

Other service delays and temporary route changes may be encountered during special events, road construction, or severe weather.

6. Snow Schedules

Severe snow conditions may close or alter some bus stop locations. Altered bus stops are due to a bus not being able to navigate a road to a particular bus stop due to dangerous road conditions. Notifications will be distributed and posted as conditions allow, but riders may experience closures of the following bus stops during snowy conditions.

- Route 1 - Cancer Center stop at main building entrance.
 - Nearest alternative bus stop is located on Medical Parkway.
- Routes 2A, 2B - Western Nevada College stop located on the campus.

- Nearest bus stop is on West College Parkway near North Ormsby Boulevard.
- Route 3 – S. Curry Street and Clearview Drive, west of Carson Street.
 - A temporary bus stop will be placed along S. Carson Street near the intersection of Eagle Station Lane and Casino Fandango, southbound only.

7. **Fares**

If paying with cash, please have the exact change available, as drivers cannot make change. Transfers are free and must be requested when you get on the bus and present your cash or contactless fare. Children ages 4 and under ride free.

	Single Ride Fares	Monthly Pass
Adult (18-59)	\$1.50	\$40.00
Youth (5-17)	\$0.75	\$20.00
Senior (60+)	\$0.75	\$20.00
Military/Disabled/Medicare	\$0.75	\$20.00

*See Senior Bus Pass section below

Reduced fare ID cards are available at the JAC Office for your convenience. This card may be used to provide proof of eligibility for the reduced fare or to purchase reduced fare bus passes. Other forms of acceptable forms of ID include a school issued student ID, Military ID, or Medicare cards.

Passes & Contactless Fares:

Bus passes and contactless payment are more convenient than cash and can offer discounted fares. A variety of pass options are available including:

- Contactless fares – JAC offers a contactless fare payment system through use of a mobile, cellular phone application (mobile app). Visit www.ridejac.com for additional information.
- Single ride passes - Single rider passes are available if you know in advance you are planning to ride the bus for a limited time.
- Monthly passes - monthly passes are valid for unlimited rides for each specific month.
- Yearly senior bus passes - Yearly senior bus passes (described below) are valid for unlimited rides within the 365 days following receipt of application.

Where to Purchase Tickets:

Single ride and monthly bus passes are available for purchase through JAC’s mobile app, at www.ridejac.com, or at the following locations in Carson City.

- Jump Around Carson Operations Office, 3770 Butti Way
- Treasurer's Office, City Hall, 201 N. Carson St.
- Carson City Library, 900 N. Roop St.
- Carson City Senior Citizens Center - **SENIOR BUS PASSES ONLY**, 911 Beverly Dr.

Senior Bus Pass Program:

JAC offers unlimited free rides on the regular fixed-route system for seniors participating in the Senior Bus Pass Program. Seniors can participate in this program by registering with JAC

at the Carson City Senior Citizens Center at 911 Beverly Drive or the JAC Office at 3770 Butti Way during normal business hours. To receive a free Senior Bus Pass, seniors need to be age 60 or older, complete a registration form, and present the completed registration to a representative at the Senior Center front desk. Passes are valid for unlimited rides on the regular fixed-route service for an entire year (generally July 1 to June 30), subject to funding availability.

8. Local Transfers

Transfers between JAC buses are free to customers and are possible at the Downtown Transit Center or at any stop serviced by more than one route. Transfers are issued to go directly from one bus to another to complete a trip in one direction only. They must be used within one hour of the time they are issued, and cannot be used to get back on the same bus. Transfers cannot be used to go between Routes 2A and 2B.

When boarding the bus, please let the operator know if you plan to transfer. As necessary, the operator will give you a transfer slip and alert the driver of the next bus that you will be transferring at the Downtown Transit Center. Buses normally leave the Transit Center at a scheduled time. If you fail to expeditiously transfer to your next bus, you run the risk of your connecting bus departing the station without you. Transfer slips will only be accepted at the Downtown Transit Center or at bus stops served by both the line from and to which you are transferring (ex. transfers may be made from Line 1 to Line 2A only at a bus stop served by both Lines 1 and 2A).

9. Interagency Transfers

- **RTC Regional Connector – RTC Washoe**

If you're traveling from Carson City to Reno, RTC Regional Connector accepts transfers from JAC at a reduced fare. Passholders who present proof of fare payment on JAC will only need to pay the difference between the fare cost to ride the RTC Regional Connector.

If you're traveling from Reno to Carson City, you can receive a transfer to JAC at no cost with proof of payment.

For more information about RTC Regional Connector schedules and fares, please visit <https://www.rtcwashoe.com/routes/rtc-intercity/>.

- **Valley Express Daily – Tahoe Transportation District**

If you're traveling from Carson City to Minden/Gardnerville, the Valley Express Daily is a great option. The Valley Express accepts transfers from JAC at no cost.

If you're traveling from Minden/Gardnerville to Carson City, you can receive a transfer to JAC at no cost.

For more information about Valley Express Daily schedules and fares, please visit <https://www.tahoetransportation.org/routes/19x/>.

10. JAC App

The TransLoc App for JAC provides real-time arrival times and location information for JAC fixed-route service throughout Carson City and will allow you to purchase contactless fares. The app is available for iPhone and Android smartphones and can be downloaded for free from the respective App Store by searching “TransLoc”. Features of the JAC App include:

- Real-time location of the buses
- Passenger Alerts
- Routes displayed on an interactive map
- Bus location-based ETAs
- Arrival notifications
- Route Schedules
- Contactless fares

11. Alerts and Advisories

JAC strives to be a reliable, safe transit service for all riders, but delays can happen for various reasons, including inclement weather and road construction. JAC will attempt to notify riders as quickly as possible, with due consideration for safety, security, and operational priorities. For up-to-date information, riders should visit www.ridejac.com. Riders will also be notified of any service alerts/advisories through the JAC TransLoc phone app.

12. Passenger Rights & Rules

JAC prides itself on fulfilling its obligation to transport the public in a safe and efficient manner, and strives to provide a pleasant and clean atmosphere for all riders. The following customer rights, rules, and responsibilities ensure that JAC may consistently operate a high-quality transit service. Passengers who violate the rights of other passengers and who do not comply with these rules may be asked to exit the vehicle and may be suspended for repeated occurrences.

PASSENGER RIGHTS:

All JAC passengers have the right to:

- A safe, comfortable, clean bus.
- Easily accessible and reliable schedule information.
- Respectful, helpful service from bus operators and all JAC employees.
- Courtesy from other passengers.
- Ride with a service animal. All other pets and animals must be in a pet carrier.
- Tell us about our service, and how we can improve. Please see Section 3 regarding rider feedback for more information.

GENERAL RULES:

All JAC passengers must abide by the following rules:

- No eating or drinking (except water or when medically necessary).
- No smoking or use of tobacco products including e-cigarettes and vapor products.
- No illegally possessing, using, or selling any controlled substance.
- No unsafe, unruly, disruptive, or inappropriate behavior.
- No gambling on buses or at bus stops.
- No performing an act of personal hygiene. Passengers of poor hygiene or exuding extreme odors may be asked to exit the vehicle.
- No spitting, urinating, defecating, nudity, or inappropriate exposure.
- No foul language, loud conversation, or insults/threats directed at the bus operator or other riders.
- No playing of music (instrument or audio device) in a way that is disruptive to the bus operator or other passengers.
- No loitering, begging, or soliciting of any kind.
- No littering, defacing, vandalizing, or destroying of property, City-owned or otherwise.
- No flammable and/or toxic items, including but not limited to gas cans, car batteries, and paint.
- Please be prepared to load and unload your personal items onto and off of the bus.
- No firearms are allowed on JAC buses.
- Please, no smoking in the bus shelters.

13. Bicycles, Scooters, Strollers, and Other Personal Items Onboard

Bicycles:

JAC invites cyclists to ride with us! Each JAC bus is furnished with an easy-to-use bike rack on the front of the bus which holds up to two bikes. Please note that bike racks are available on a first-come, first-serve basis. If the bike rack is full, the cyclist will need to wait for the next bus. If the bicycle does not fit in the rack, JAC will not be able to transport your bicycle. Bikes are not allowed inside the bus unless they are foldable.

Loading Your Bike:

1. Prepare to load your bike as the bus approaches by removing water bottles, pumps, or any loose items that might fall off.
2. Ensure that you have the bus operator's attention before stepping in front of the bus to load your bike.
3. Once in front of the bus, use one hand to hold your bike and the other hand to squeeze the handle and lower the rack.
4. Lift your bike onto the rack, putting the wheels into the slots. Each slot is labeled as either front or back.
5. Raise the wheel lock arm next to the front tire slot over the top of the front tire. Make sure the arm is holding your bike securely, and that the hook is resting on the bike tire, not the frame.

Removing Your Bike:

1. Before exiting the bus, inform the driver that you will be removing your bike.
2. Once at the bike rack, raise the lock arm off the bike's front tire, and return it to the base.
3. Lift your bike off the bike rack, and if there is not another bike on the rack, return the rack to the upright position.
4. Step onto the sidewalk and indicate to the bus operator that you are clear of the bus. Never cross the street in front of the bus.

Notes:

- There is no charge for using the bike rack.
- Only single seat, two-wheeled bikes will be permitted on the rack.
- Riders are responsible for loading, securing, and unloading their bikes in a safe and timely manner. Bus operators will not get off the bus to assist.
- Use of bike racks is at your own risk. JAC is not responsible for personal injury, property damage, or property loss arising from use of the bike rack.
- In the event that you forget to unload your bike, please call JAC Customer Service at (775) 841-RIDE (7433) to report it missing. Advise the JAC representative of the time of your trip, the bus or route number, and any other details you can recall.

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Electric and non-electric balancing scooters shall be permitted on JAC buses and at JAC facilities under the following conditions:

- All users must remain in control of their device at all times.
- Devices must be turned off or in Power Assist mode while boarding, exiting or while on a vehicle.
- Riding, sitting, or standing on the scooter while on a vehicle is prohibited.
- Users must remain with but not on their scooter during travel.
- Scooters must be safely and securely stowed while on vehicle and not stored in the center aisle.
- Users should yield to pedestrians or other riders at all times.
- Any person bringing a scooter on the transit vehicle must be physically able to load, stow, and unload the device, or be accompanied by someone who will provide this assistance.
- JAC personnel will not assist with loading/unloading or storing devices, however, upon request, the driver will deploy ramps for use in boarding/exiting buses.

- If the scooter is occupying a wheelchair space and the user does not possess a Reduced Fare Card, he/she must yield space to wheelchair users as required.

Motorcycles, mopeds, motorized bicycles:

Motorcycles, mopeds, motorized bicycles (electric or gasoline-powered), and other similarly motorized wheeled conveyances are not permitted on JAC buses, or on JAC bus bike racks.

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JAC is committed to providing a reliable, safe, convenient transit experience to all riders, including seniors and people with disabilities. All buses are fully accessible and comply with the principles and standards set forth in the Americans with Disabilities Act of 1990 (ADA). JAC bus operators shall make use of all accessibility equipment and features. In addition, JAC shall make public information and communications available in accessible formats. If you are unable to ride JAC fixed-route, visit www.ridejac.com to see if you qualify for JAC Assist paratransit service. The following are the policies and procedures JAC is committed to following in order to ensure an accessible experience for all.

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JAC welcomes all wheelchairs and mobility devices onboard so long as the lift/ramp can accommodate the device and user, and there is space on the bus. If there is not space, bus operators shall notify the user to catch the next bus. JAC shall deploy lifts or ramps for anyone who would like it, including standees, upon request. During the trip, all wheelchairs/mobility devices must be secured using onboard securement systems. Upon request, JAC bus operators shall assist riders with the use of these securement systems and shall leave his/her seat if necessary to provide assistance. For the passenger's own safety, JAC bus operators may recommend, but not require, passengers using a mobility device to transfer to a seat. JAC shall permit a passenger who requests to use a lift or ramp to board or disembark from a vehicle at any designated stop, unless the lift or ramp cannot be deployed, the lift or ramp will be damaged if it is deployed, or temporary conditions preclude the safe use of the stop by all passengers (i.e., the stop is "closed" for the duration of the condition). JAC shall not deny service to individuals using respirators or portable oxygen. Passengers may bring a reasonable supply of portable oxygen with them on the vehicle, but oxygen tanks must be secured while the vehicle is in motion. JAC shall ensure adequate time for individuals with disabilities to board or disembark a vehicle.

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JAC shall make stop announcements using the PA system or a loud, clear voice at transfer points, major intersections, destination points, intervals along the route to orient passengers, and any stop upon request. When more than one route serves a stop, the external speaker shall be used to provide a means by which an individual with a visual or other disability can identify the route on which he or she wishes to travel.

- Service Animals

Service animals can accompany individuals with disabilities in vehicles and facilities. The United States Department of Transportation (DOT) ADA regulations define a service animal as any animal individually trained to work or perform tasks for an individual with a disability, including but not limited to guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders and sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. JAC shall not require a person with a disability to certify or register a service animal, nor require passengers to make prior arrangements when boarding a fixed route vehicle with a service animal.

- Priority Seating Areas

JAC vehicles used in fixed route service shall have signs designating priority seating for elderly persons and persons with disabilities. When an individual with a disability needs to sit in a seat or occupies a wheelchair securement location, JAC bus operators shall ask the following persons to move in order to allow the individual with a disability to occupy the seat or securement location: (1) individuals sitting in a location designated as priority seating who would not be considered elderly persons or persons with disabilities (or other seat as necessary); and (2) individuals sitting in a fold-down or other movable seat in a wheelchair securement location. JAC bus operators may make, but are not required to enforce, the request.

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service to repair the lift or ramp, JAC may keep the vehicle with the inoperable lift or ramp in service no more than three days. A vehicle with a lift or ramp failure shall be removed from service as soon as practicable; and the lift or ramp shall be repaired before the vehicle is returned to service.

15. Beneficiary Rights Under Title VI of the Civil Rights Act

JAC is committed to ensuring that no person shall, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance, and that no discrimination takes place in any of the programs it and its subrecipients operate. To obtain more information on JAC's nondiscrimination obligations, send a written request to 3770 Butti Way, Carson City, Nevada 89701 or visit:

<https://www.carson.org/home/showpublisheddocument?id=59060>.

If anyone feels that someone protected by Title VI have been discriminated against, a complaint may be filed by completing the form at the link below and sending it to: Transportation Manager, 3505 Butti Way, Carson City, NV, 89701, RE: Title VI Complaint. A complainant may also file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Title VI Complaint Form is available at www.ridejac.com available here:

<https://www.carson.org/home/showpublisheddocument/59034/636577415773170000>

Enjoy your ride!

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JAC Assist
ADA Complementary Paratransit
Policies & Procedures

Approved by
Carson City Regional Transportation Commission
August 11, 2010

RTC Approved Revision : January 10, 2024
~~ADMINISTRATIVELY REVISED: May 26, 2015~~
~~ADMINISTRATIVELY REVISED: August 22, 2017~~
~~ADMINISTRATIVELY REVISED: July 17, 2018~~
~~ADMINISTRATIVELY REVISED: April 14, 2021~~
~~ADMINISTRATIVELY REVISED: November 10, 2022~~

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OVERVIEW

JAC Assist ADA Complementary Paratransit Service serves the needs of passengers who, because of a disability, are unable to use the JAC fixed-route system, and who meet the definition of “ADA paratransit eligible,” as established by the U.S. Department of Transportation (DOT) Americans with Disabilities Act (ADA) of 1990 (see Appendix A).

Disability alone does not establish ADA paratransit service eligibility; the decision is based solely on the applicant’s functional ability to use the JAC fixed-route transit service. JAC Assist is for those who do not have the functional abilities to access and ride the regular fixed-route transit service.

JAC Assist is an “origin to destination” and shared ride service. JAC Assist primarily provides curb-to-curb transportation service, but door-to-door service is provided upon request.

If you need additional information, alternative formats, or have any questions please feel free to contact JAC Assist at (775) 841-7433.

CERTIFICATION / ELIGIBILITY

In order to ride JAC Assist, you must first be certified as “ADA paratransit eligible.” To be considered, you must complete a *JAC Assist Paratransit Eligibility Application*. Applications are available online at www.rideJAC.com or by calling (775) 841-7433. All applicants must complete PART A of the application.

NOTE: It is JAC Assist policy that applicants 80 years of age or older be granted automatic eligibility, even if there is no qualifying disability. However, PART A of the application must still be completed, since it contains necessary information that will assist in scheduling trips for the elderly passenger.

PART B of the application must be completed by a qualified medical professional who is familiar with your particular disability and current functional abilities to use regular fixed-route service.

Qualified medical professionals include:

- Physician (M.D. or D.O.) or registered nurse
- Physical or occupational therapist
- Psychiatrist, psychologist, or mental health counselor
- Vocational counselor, rehabilitation specialist or independent living skills trainer
- Licensed social worker or case manager

- Orientation and mobility instructor or travel trainer
- Optometrist

Applications that are completed will be reviewed within 21 calendar days of submission and the applicant will be notified of their eligibility. If the applicant is not notified within 21 calendar days, applicant will be treated as eligible until and unless JAC Assist determines the applicant is ineligible. **Once you are eligible, you must notify JAC Assist of any changes in your address, phone number or disability.**

TYPES OF ELIGIBILITY

Applicants who are determined eligible for JAC Assist are assigned an eligibility category. The eligibility category is consistent with the applicant's ability to use the regular fixed-route service. These categories are Unconditional, Conditional, Trip-by-Trip and Temporary.

UNCONDITIONAL – Applicant is not able to use accessible JAC fixed-route transit service under any circumstances and is eligible for all trips on JAC Assist.

CONDITIONAL – Applicant is not able to use accessible JAC fixed-route transit service in specific circumstances and is eligible to use JAC Assist under limited circumstances.

TRIP by TRIP – Applicant is not able to use accessible JAC fixed-route transit service for certain trips due to architectural and/or environmental barriers. The applicant is eligible to use JAC Assist for those specific trips.

TEMPORARY – Applicant is not able to use accessible JAC fixed-route transit service at this time, however the condition or circumstances leading to eligibility is reasonably expected to change in the future. For a limited period of time, the applicant is typically eligible to use JAC Assist for all trips.

Distance to a bus stop or illiteracy, by themselves, are not considered disabilities and therefore do not qualify the applicant for JAC Assist paratransit service. Applicants who are blind or visually impaired may be eligible if they cannot use the JAC fixed-route system. Applicants with medical conditions, such as epilepsy, kidney disorders and diabetes, may be eligible depending upon their ability to use the JAC fixed-route system.

JAC ASSIST PHOTO IDENTIFICATION CARDS

Once you are certified, JAC Assist will issue a photo identification card. The identification card may be used on JAC fixed-route service to receive the reduced fare, or for ADA paratransit service in other U.S. cities.

To obtain a valid JAC Assist identification card, you must call (775) 841-7433 to schedule an appointment to have your picture taken and a free photo identification card issued. Individuals must bring with them proof of JAC Assist certification and personal identity (e.g., driver's license or State-issued ID card) to have an identification card issued.

Photo identification cards are issued at the JAC Administrative Offices at 3770 Butti Way, Carson City, NV 89701. Office hours are 8:00 A.M. to 5:00 P.M. Monday – Friday, and 8:30 A.M. to 4:00 P.M. Saturday. There is a \$5.00 replacement charge for lost, stolen or damaged cards.

RECERTIFICATION

In order to keep the database of certified passengers current, passengers will need to complete a new application and be recertified as eligible every three (3) years. JAC Assist will attempt to contact all certified passengers 90 days in advance of the expiration of the certification of eligibility.

Conditional use passengers that are certified for service on a “temporary” basis will be required to recertify at the end of their temporary period of eligibility if they desire to maintain eligibility of service. Passengers must complete a new application and participate in another evaluation by a qualified medical professional.

Persons with permanent disabilities are required to obtain professional verification of their disability to become initially certified. Thereafter, recertification will only require that PART A be completed indicating they still desire to utilize JAC Assist. Professional verification will not be required for recertification.

CERTIFICATION APPEALS PROCESS

Applicants whose requests for certification are denied have the right to appeal. (See Appendix B) Such appeals must be submitted within sixty (60) days from the date of certification denial. The appeal will be considered by the ADA Appeals Committee made up of three (3) persons, one of whom will be a member of the disabled community with familiarity of the disability in question. For more information, contact JAC Assist at (775) 841-7433.

VISITORS WITH DISABILITIES

Visitors with disabilities who cannot use the JAC fixed-route system are eligible to utilize the JAC Assist paratransit service. If the visitor has been certified as “ADA paratransit eligible” by another public entity, JAC Assist will honor the certification and provide up to 21 days of JAC Assist paratransit service. If visitors have not been certified as eligible by another public entity but claim they are ADA paratransit eligible, they are entitled to “presumptive eligibility” and shall be provided with 21 days of JAC Assist paratransit service. Visitors who claim presumptive eligibility may be requested to provide certain documentation such as their place of residence and the nature of their disability to JAC Assist.

The “21 days” of service that shall be provided to visitors with disabilities are to be calculated as any combination of 21 days during any 365 day period beginning with the visitor’s first use of service. For example, a person may visit two days a week. Eligibility would be extended in this case over an eleven week period of time, within which 21 days of JAC Assist paratransit service would be provided.

Visitors who require more than 21 days of service within a 365 day period shall be required to apply for local eligibility through the JAC Assist certification process.

Visitors with disabilities shall be provided the same level of service as certified JAC Assist passengers and are subject to the same service policy requirements.

CONDITIONAL USE AND TRIP BY TRIP ELIGIBLE RIDES

JAC Assist will evaluate the eligibility of trip requests for service by passengers certified as Conditional or Trip by Trip at the time of scheduling according to the conditions listed in their certification. Schedulers will immediately inform the person scheduling the ride if the trip is deemed eligible based on conditions listed in their certification. If the trip is found to not be eligible, schedulers are to inform the passenger about the availability of fixed-route JAC service as a viable option to complete the trip.

SERVICE HOURS AND AREA

JAC Assist service is available during the same days and hours of the JAC fixed-route system, which is Monday through Friday, 6:30 A.M. to 7:30 P.M. and Saturday 8:30 A.M. to 4:30 P.M. There is no service on Sunday or designated holidays. Service is available for trips beginning and ending within one (1) mile of any fixed-route in the JAC fixed-route system. (See Appendix C)

FARES

Fares for trips beginning and ending within three-quarters (3/4) of a mile of any JAC fixed-route ADA zone are no more than 200% of the cost of an adult regular fixed-route fare for each one-way trip.

It is JAC Assist policy to also provide trips beginning and ending beyond the three-quarters (3/4) of a mile and one (1) mile distance from any JAC fixed-route in Carson City only (extended service area). There shall be a premium fare for service beyond the 3/4 mile ADA zone equivalent to 400% of the cost of an adult regular fixed-route fare for each one-way trip.

One Personal Care Attendant (PCA) can travel at no additional cost. The PCA must have the same origin and destination as the paratransit passenger. PCAs are considered traveling companions and a space must be reserved for them when scheduling a trip, so please notify JAC if you plan to use a PCA.

Passengers are required to pay exact fare upon boarding a JAC Assist vehicle prior to departure. Drivers do not carry cash and cannot make change. JAC Assist tickets with a value of \$3.00 each can also be purchased in advance and used as fare. One (1) ticket shall be used for each one-way trip beginning or ending within the 3/4-mile ADA zone. Two (2) tickets shall be used for each one-way trip beginning or ending within the extended service area. A monthly pass (30-days) for JAC Assist is available for \$60 and is eligible to be used for trips within 1 mile from any JAC fixed-route. For more information on JAC Assist tickets, call (775) 841-7433.

Checks are not accepted as payment on the bus. Repeated Non-payment of fares will result in a denial of your trip. Please refer to the "Customer Code of Conduct" section for additional details for non-payment.

TRIP RESERVATIONS AND CANCELLATIONS

For reservations or cancellations call (775) 841-7433 from 6:30 A.M. to 7:30 P.M. Monday through Friday, and 8:30 A.M. to 4:00 P.M. Saturday. Calls on Sunday, holidays or after normal business hours will be taken by voicemail. Reservations can also be made by email at ReserveJAC@carson.org. Reservation requests made by email will receive a confirmation by email unless otherwise requested.

Reservations can be made up to two (2) weeks to one (1) day in advance. Requests for next-day service received after normal business hours and same-day service will be accommodated as space is available.

HOW TO MAKE A RESERVATION

Plan Ahead:

For important trips, be sure to make your reservation as early as possible, up to two (2) weeks in advance. If your requested time is not available you may be offered a time of up to one hour before or after your request. If an available time within those guidelines is not workable for you, have an alternate plan for other transportation or for rescheduling at another time or day. Refusal of an available time is not considered a denial of service.

If your pick-up is at an apartment complex, nursing home, or adult program/day care center, it is the responsibility of the passenger to let the scheduler know if there are any special instructions needed, such as security gated entries, apartment building number, or multiple entries to large institutions. Otherwise JAC Assist drivers will pick-up and drop-off at the main entrance or designated/predetermined locations. If the passenger fails to inform the scheduler of special instructions and the trip is missed as a result, it will be recorded as a “no-show”.

Plan Your Trip Carefully:

Remember to allow for time spent picking up and dropping off other passengers before reaching your destination and be prepared for the possibility of delays due to traffic or bad weather. For example, if you must be somewhere at 10:00 A.M., plan your pickup for 9:30 A.M. When scheduling a return trip, please consider any unexpected delays you may encounter. For example, if you expect to be ready at 3:00 P.M., please ask for a 3:15 P.M. return time. It is better to wait a few minutes than miss your scheduled ride. The JAC Assist scheduler can help you determine the most efficient way to schedule your trip.

Allow ample time to finish appointments. This is needed so you will be ready to board the vehicle at your scheduled pick-up time. **Be aware of opening and closing times at your destination to avoid waiting outside the building before or after business hours.**

If you are going to a medical appointment, let the person who is making your medical appointment know you will be using JAC Assist paratransit service. **Ask the appointment scheduler how much time should be allowed for the appointment;** this will help you to set your return time. Please allow enough time for your appointments. If you miss your ride home because you underestimated how long the appointment will take, the needs of other paratransit passengers may not allow JAC Assist to make a second trip for pick-up. In this case, you will need to find alternative transportation home. If JAC Assist is able to return a second time, the needs of other customers may require that you wait additional time after you have completed your appointment. In this case, please be patient. **It is your responsibility to determine with your Doctor how much time to allow for medical appointments.**

Scheduling a Ride:

- 1) To schedule a ride call (775) 841-7433 from 6:30 A.M. to 7:30:00 P.M. Monday through Friday, and 8:30 A.M. to 4:~~30~~00 P.M. Saturday. Calls on Sunday, holidays or after normal business hours will be taken by voicemail. Reservations can also be made by email at ReserveJAC@carson.org. Reservation requests made by email will receive a confirmation by email unless otherwise requested. Reservations can be made up to two (2) weeks to one (1) day in advance. Requests for next-day service received after normal business hours will be accommodated as space is available.
- 2) Same day reservations may be made if space is available.
- 3) When making a reservation, we urge you to schedule a time for your return trip. Waiting until the last minute to schedule a return trip could result in a long wait or a lack of availability.
- 4) Staff will try to accommodate changes made to a reservation after normal business hours, but there is no guarantee.
- 5) When making a reservation, please be ready to provide:
 - Your name;
 - Your pick-up address (exact location of pick-up; for example, apartment building name, which entrance, etc.);
 - Your telephone number;
 - The date on which you wish to ride;
 - The time at which you wish to be picked up at your point of origin, or, if you have an appointment, the time of your appointment.
 - Your drop-off address (exact location of destination, including telephone number if possible.) Certain public locations have specific drop-off and pick-up areas that will have to be observed;
 - The approximate time at which you wish to be picked up for your return trip, if needed;
 - Whether you use a wheelchair or other mobility device;

NOTE: JAC Assist will carry a wheelchair and its user as long as the lift/ramp can accommodate the size and weight of the wheelchair and its user, and there is space for the wheelchair on the vehicle. JAC Assist will NOT carry a wheelchair if, in fact, the lift/ramp or vehicle is unable to accommodate the wheelchair and its user, consistent with manufacturer safety requirements.

- Whether a personal care attendant (PCA) will be riding with you. If you are registered with JAC Assist as needing a PCA, he or she may accompany you at no additional cost; and
- Whether a companion will be riding with you. Companions are welcome to ride with you for the regular fare per person.

NOTE: Personal care attendants and companions MUST have the same origin and destination as the customer they are accompanying.

JAC Assist requires you to reserve a space for your PCA or companion(s) when scheduling your reservation. If more than one person accompanying you is designated as your PCA, only one will be allowed to ride at no fare. To maximize space available, accommodations for more than one traveling companion are granted on a *space-available* basis. Please remember, the request should be made when scheduling your reservation. To inquire about space availability, call JAC Assist at (775) 841-7433.

Children:

Certified users of all ages must pay the full fare. When an eligible child is traveling with an adult (who is serving as a PCA), a fare must be paid for the child and the adult attendant rides free.

Children, ~~five (5) years of age and over,~~ accompanying a certified rider who is not a PCA or is in addition to a PCA must pay full fare. ~~-are considered traveling companions and a space must be reserved for them when scheduling a trip.~~ Children ~~five (5) years of age and over must pay the full fare;~~ children under the age of 5 ride free.

An adult accompanying a child on JAC Assist is responsible for the child. Drivers are not permitted to carry children on or off the vehicle. If you will need assistance with the child, please bring someone along to assist you.

If the child is 5 years of age or younger, or weighs less than 40 pounds, JAC Assist strongly recommends that the child be secured in a child safety seat. JAC Assist does not provide safety seats for children so you will need to bring your own.

Use of Portable Oxygen:

The Americans with Disabilities Act provides that transportation service must be provided to a rider who needs to bring along an oxygen bottle. **For safety reasons, the rider must maintain control of the oxygen bottle.** If the rider cannot transport the oxygen bottle or maintain control of the bottle on his/her own, then a PCA must accompany the rider to perform those functions.

Service Animals:

Service animals are permitted to ride on JAC Assist. You must indicate on your application that you use a service animal. Please fill out a description of the service animal such as type of animal, color, and the name of the service animal. Also when scheduling your trip, if you use a service animal, please let the scheduler know your service animal will be accompanying you on your trip. All service animals must be controlled by the passenger, PCA, or companion.

Pets:

Animals that are not service animals may ride on JAC Assist only if they are properly secured in a cage or kennel. For safety reasons, **drivers are not permitted to carry cages or kennels on or off of the JAC Assist vehicle.** If you need assistance with a pet, please arrange to travel with someone who can help you.

Mobility Devices and other Personal Belongings:

JAC Assist welcomes electric and non-electric personal mobility devices including wheelchairs, balancing scooters, walkers, strollers, portable shopping carts, etc. on JAC Assist vehicles. JAC also allows a limited amount of passenger personal belongings. Items shall be permitted under the following conditions:

- All users must remain in control of their device at all times.
- Devices must be turned off or in Power Assist mode while boarding, exiting or while on a vehicle.
- Users must remain with but not on their device during travel.
- Items must be safely and securely stowed while on vehicle and not stored in the center aisle.
- Loading and unloading times will not result in an excessive delay to service.
- Users should yield to pedestrians or other riders at all times.

If an item is too large, too heavy, or poses a risk to the bus operator or passengers, the bus operator may refuse service to the passenger. Motorcycles, mopeds, motorized bicycles (electric or gasoline-powered), and other similarly motorized wheeled conveyances are not allowed on JAC Assist.

Please Keep in Mind:

It is our goal to provide the greatest number of customers with safe, prompt, efficient and friendly service. Therefore, we are unable to honor specific requests for the following:

- More than six-round trip requests per phone call.
- Specific drivers.
- Specific seats.
- A particular vehicle.
- Specific routes with certain customers.

SUBSCRIPTION SERVICE

Subscription service is not required by ADA to be included as part of complementary paratransit service. However, in an effort to best meet our customers' needs, JAC Assist makes available the use of subscription service for customers who require recurring trips from the same origin and/or to the same destination over an extended period of time. In order to qualify for a subscription trip, the same ride must be taken at the same time at least twice a week for a period of at least 90 days. Once subscription service goes into effect, customers do not need to call to reserve each of their repeat trips, and no further action is necessary until the customer needs to make a change to the subscription. A temporary or permanent change may be made to a subscription trip.

Subscription service is limited to 20% of daily JAC Assist rides. If there is no availability at the time initially requested, customers are encouraged to inquire periodically about the availability of such trips, but may also be added to a waiting list. When space becomes available for subscription service, individuals on the waiting list will be notified.

To temporarily or permanently modify a subscription, customers must contact JAC Assist at (775) 841-7433. Failure to cancel trips appropriately and/or excessive cancellations may result in loss of the customer's subscription service. More information about no-shows and cancellations regarding suspension of service and loss of subscription service is provided in the JAC Assist No-Show and Late Cancellation Policy section later in this document.

HOW TO RIDE JAC ASSIST

Both JAC and JAC Assist vehicles are ADA compliant and are accessible by wheelchair. Riding JAC Assist is equivalent to riding JAC's fixed-route system in that there is a scheduled arrival time and you must be ready when the vehicle arrives. Also, there may be additional stops before reaching your destination.

Please remember:

- JAC Assist is an "origin to destination" service.
- JAC Assist is a shared-ride service.
- The driver may not make unscheduled stops [along a planned route without approval from JAC Assist](#).
- The driver may not deviate from a planned scheduled route.
- If other passengers get on or off the vehicle before your stop, you may need to temporarily move to accommodate these passengers.
- No assistance will be provided beyond the entrance of your destination. If you require further assistance, a personal care attendant should accompany you.
- You may ride from any origin in the JAC Assist service area for any purpose as long as a reservation has been made. (Excluding riders with Conditional and Trip by Trip eligibility)

The vehicle may arrive 15 minutes before or after your scheduled pick-up time. For example, if your pick-up time is scheduled for 8:00 A.M., the vehicle may arrive any time between 7:45 A.M. and 8:15 A.M. The vehicle will wait 5 minutes after arrival at the designated pick-up site. It is your responsibility to be available to board the vehicle at least 15 minutes prior to your scheduled pick-up time. You (and your PCA/companion) should meet the vehicle when it arrives.

If the vehicle is more than 15 minutes late for your scheduled time, please call JAC Assist at (775) 841-7433 and a dispatcher will check the arrival time.

The driver is required to collect a fare or a JAC Assist ticket from you and your companion prior to departure. Please have exact change or ticket ready. Checks, ATM or credit cards are not accepted. If your need for a personal care attendant has been registered with JAC Assist, there is no charge for him or her. Non-payment of fares will result in a denial of your trip.

Eating, drinking (including consumption of alcohol), chewing tobacco, smoking, littering or listening to audio devices without earphones will not be permitted. Shirts and shoes (or equivalent) must be worn. Passengers should refrain from engaging in inappropriate/distracting conversation with the driver.

DRIVER ASSISTANCE POLICY

Drivers are not permitted to enter any home or go beyond the threshold of any building. Drivers are required to maintain visual contact with the vehicle at all times. Drivers may enter into the main lobby of a business for the exclusive purpose of notifying a patron that the vehicle is available for boarding, provided they are able to maintain line-of-sight contact with the vehicle at all times.

In locations where drivers cannot maintain line-of-sight with their vehicle and go to the door to notify passengers of the arrival of their ride, passengers may request telephone notification of the bus' arrival for that specific location. As this request may require special arrangements with third parties and is subject to review, please contact us at (775) 841-7433 to make the request.

Drivers are not permitted to maneuver a mobility device up or down stairs. Drivers are not permitted to physically lift passengers. Drivers are not permitted to carry objects over 15 pounds. Drivers are not permitted to load or unload passenger's carry-on items. It is the passenger's responsibility to load, unload and control all carry-on items. Passengers needing more assistance than the drivers are allowed to provide are encouraged to make other arrangements for assistance at their pick-up and drop-off points. One personal care attendant is allowed to ride with passengers as needed without charge.

WHAT TO DO IF YOU MISS YOUR RIDE

If you miss your scheduled ride, your missed trip will be treated as a “no-show.” Contact JAC Assist, (775) 841-7433, from 8:00 A.M. to 5:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. Saturday to request a new trip to be scheduled on a same day, space available basis. Outside of normal business hours, please call (775) 841-7433 and leave a message.

HOW CAN JAC ASSIST ACCOMMODATE YOU?

In order to provide for the safety of our drivers and passengers, your carry-on items are limited to what can easily be contained and controlled by you and/or your companion(s). Items too large or too numerous to be reasonably controlled, carried, or handled by a passenger are prohibited. Generally, packages with a combined weight of no more than 30 pounds are welcome on JAC Assist. All items must be stowed out of the aisle or walkways, may not be placed in unoccupied seats, and must remain within the passenger’s immediate control. Shopping carts, etc. will not be tied down elsewhere in the vehicle.

- Hazardous materials or firearms are not allowed.
- No additional packages will be transported.
- Customers or PCA/companions are responsible for getting carry-on items/packages to their destination.

Visitors from other cities who are eligible under ADA criteria are welcome to use JAC Assist during their visit to Carson City for up to 21 days. Please call JAC Assist at (775) 841-7433 if you are an out of town visitor wishing to register.

JAC Assist customers should be offered the same ADA service in other cities that provide fixed-route services upon showing their photo identification card.

Service animals are allowed to accompany you if such a need was indicated on your JAC Assist application. Please inform JAC Assist when scheduling your trip that a service animal will be accompanying you.

HOW TO COMMENT ON JAC ASSIST SERVICE

JAC Assist staff appreciate the opportunity to improve upon the services we provide. Please do not hesitate to call. Should you have questions or complaints about service, please call JAC Assist at (775) 841-7433. Additional information on the complaint process found in Appendix D.

SAFETY

A customer may be subject to any reasonable accommodation requirement that will ensure the safety of themselves, other customers, and drivers. For example, a customer may be required to ride with a personal care attendant if the passenger is unable to safely board a vehicle.

CONTAGIOUS ILLNESSES

Several steps can be taken to help prevent contagious illnesses. The most important thing you can do to protect yourself and others is to wash your hands. Please be considerate of others and cover your nose and mouth when coughing or sneezing. Always wash your hands after coughing or sneezing. Avoid contact with at-risk individuals.

CUSTOMER CODE OF CONDUCT

It is JAC Assist's policy to provide the safest and most efficient service to our passengers. Passengers who abuse the following Code of Conduct guidelines can adversely affect the JAC Assist program as a whole. For the safety and comfort of all passengers, JAC Assist has established these policies that address instances when a passenger's conduct may adversely affect others involved with the JAC Assist program, including:

- 1) **Electronic Equipment** – Customers may not operate any audio or visual equipment which infringes upon other passenger's safety, comfort, or impairs the driver's ability to transport passengers safely. Examples include audio/visual devices without headsets, portable video games that have sound effects, etc.
- 2) **Hazardous Conduct** – Any act that creates the potential for injury or death to any customer, driver, or the general public.
- 3) **Abusive Conduct** – Any abusive, offensive, or threatening act or behavior that affects the safety or security of the driver and/or the passengers, or invades the privacy rights of others such as touching another person in a rude, insolent or angry manner. Sexual harassment, verbal or physical, will not be tolerated. Examples also include profanity, screaming, hitting, etc.

Consequences of Misconduct:

Due to the potential for a wide variety and severity of misconduct, JAC Assist reserves the right to determine the consequences ranging from a warning to a suspension in service for up to one year.

No rider that has been suspended shall lose his or her certificate of eligibility for paratransit services by reason of said suspension. Passengers will be notified in writing before JAC Assist takes any action. An eligible passenger whose service is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

Consequence of Unintentional Misconduct:

Any act that would qualify as misconduct, but is the direct and immediate act of the passenger's disability, such as abusive language that is the consequence of Tourette's syndrome, or socially unacceptable behavior brought on by a mental illness, shall be considered Unintentional Misconduct. Consequences of Unintentional Misconduct will be addressed as noted below after counseling with the passenger.

- 1) A passenger may be subject to any reasonable accommodation requirement that will ensure the safety of all passengers and drivers.
 - a. A passenger may be required to ride with a personal care attendant.
 - b. A passenger may be required to attend training or receive additional counseling in proper transit conduct.
- 2) The accommodation requirement may last for a time period sufficient to allow the passenger to learn appropriate behavior.
- 3) The accommodation requirement may be permanent if the conduct is beyond the passenger's control.
- 4) If a passenger commits an act of misconduct that he or she has been trained to know is inappropriate, that act is considered intentional.

No rider whose access to paratransit service has been suspended for any reason shall lose his or her certificate of eligibility for paratransit services by reason of said suspension. Passengers will be notified in writing before JAC Assist takes any of these steps. An eligible passenger whose service is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

JAC ASSIST NO-PAY POLICY

Passengers are required to pay a fare for JAC Assist. JAC Assist passengers who continually fail to pay fare revenue may lose their riding privileges for a period of time.

JAC Assist's no-pay policy is as follows:

- One (1) no-pay trip will result in a verbal warning.
- Three (3) no-pay trips within any thirty (30) day period will result in a warning letter.
- Once a warning letter is issued, any additional no-pay trips within the (30) day period may result in the suspension of a rider.
- Riders who are found to have a pattern or practice of abuse from continued or repeated no-pay may also face suspension.
- The rider will be suspended as follows:

- Continued no-pay following issuance of a warning letter – suspension for ten (10) days.
- Two (2) violations within one year – suspension for thirty (30) days and loss of subscription service privileges, if any exist.
- Three (3) violations within one year – suspension for ninety (90) days.

JAC Assist is committed to working with individuals to address the causes of no-pay so these persons can continue to use the service.

JAC ASSIST NO-SHOW AND LATE CANCELLATION POLICY

JAC Assist passengers who establish a pattern or practice of “no-shows” or late cancellations may lose their riding privileges for a designated period of time.

A “no-show” is defined as when a passenger does not cancel a scheduled trip and is unavailable at the agreed upon pick-up time window and location – and ALL of the following occur:

- The vehicle is at the correct pick-up location within the 30-minute window (no more than 15 minutes before or after the scheduled pick-up time);
- The vehicle has waited 5 minutes for the passenger;
- The driver has contacted the dispatcher to report a possible no-show;
- The dispatcher confirms the scheduled pick-up time and correct location with the driver; and
- The dispatcher has attempted to call the passenger at the telephone number of record.

A “late cancellation” is defined as when a passenger does not cancel a scheduled trip at least one (1) hour prior to the scheduled pick-up time.

JAC Assist’s no-show and late cancellation policy is as follows:

- Three (3) no-shows and/or late cancellations within any thirty (30) day period will result in a warning letter.
- Five (5) no-shows and/or late cancellations within any thirty (30) day period will trigger a review of the rider’s no-show and late cancellation frequency.
- Riders who are found to have a pattern or practice of abuse representing at least fifteen (15) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of abuse, the rider will be suspended as follows:
 - Two (2) violations within one year – suspension for ten (10) days.
 - Three (3) violations within one year – suspension for fifteen (15) days and loss of subscription service privileges, if any exist. Subscription privileges may be reinstated after one year from date

of loss on a space-available basis, provided that fewer than fifteen (15) percent of total trips have been no-shows and/or late cancellations during that time. Only after this one year period may an individual be placed onto a waiting list.

- Four (4) violations within one year – suspension for twenty (20) days.

JAC Assist is committed to working with individuals to address the causes of no-shows and late cancellations so these persons can continue to use the service.

A no-show or late cancellation due to JAC Assist error will not be counted. Likewise, a no-show or late cancellation due to circumstances beyond your control will not be counted if you notify JAC Assist at (775) 841-7433 during normal business hours. Documentation may be required. You may also contest a no-show or late cancellation that has been assessed by contacting JAC Assist at (775) 841-7433.

NOTE: JAC Assist will not cancel the return leg of any scheduled trip unless it has made contact with the rider to confirm that the return trip is not needed.

JAC ASSIST EXCESSIVE CANCELLATION POLICY

A pattern of excessive cancellations causes the paratransit service to not be available at the time other passengers desire service. The policy for excessive cancellations is as follows:

- Ten (10) cancellations within any thirty (30) day period will trigger a review of the rider's cancellation frequency.
- Riders who are found to have a pattern or practice of cancellations representing at least fifty (50) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of cancellations, the rider will be suspended as follows:
 - Two (2) violations within one year – suspension for ten (10) days.
 - Three (3) violations within one year – suspension for fifteen (15) days and loss of subscription trip privileges, if any exist. Subscription privileges may be reinstated after one year from date of loss on a space-available basis, provided that fewer than fifty (50) percent of total trips have been cancellations during that time
 - Four (4) violations within one year – suspension for twenty (20) days.

ACTIONS RESULTING FROM NO-PAY, NO-SHOW, LATE CANCELLATION, and EXCESSIVE CANCELLATIONS

You will be notified in writing before JAC Assist takes any steps that may result in suspension of service. The letter will provide the following:

- Notification of how many no-pay, no-shows, late or excessive cancellations have been assessed.
- Details on the date, time and location of all scheduled pick-ups where the passenger did not pay or that resulted in a no-show or cancellation being assessed.
- Explanation of how these violations impact the paratransit service and other passengers.
- Explanation of your pending loss of riding privileges.
- Opportunity for you to contest the assessment of ~~a no-show or late cancellation~~ why you were unable to pay the fare, or demonstrate that a no-show or late cancellation was due to circumstances beyond your control.
- Instructions on how to appeal the decision to suspend.

JAC Assist will allow 15 days between the receipt of a notice of proposed suspension of service and the proposed date on which the suspension becomes effective. There will be no loss of service while an appeal is in progress.

APPENDIX A DEFINITION OF ADA PARATRANSIT ELIGIBLE

The U.S. Department of Transportation Americans With Disabilities Act of 1990 defines "ADA paratransit eligible" as:

1. Any person with a disability who can use an accessible vehicle, but for whom any desired trip cannot be made because the fixed-route service he/she needs to use is not yet accessible. This category includes those persons who use wheelchairs, walkers or braces and others whose disabilities prevent them from utilizing an inaccessible vehicle or facility.
2. Persons, who because of the nature of their disabilities, cannot navigate even a transit system that is otherwise accessible. This category includes persons who because of their disability cannot independently board, ride or disembark from an accessible vehicle. This is based on the assumption the individual will not and need not be able to operate a boarding system such as a wheelchair lift, ramp or securement device. The presence of a traveling companion does not affect this eligibility.
3. Persons with impairment-related conditions that prevent them from getting to or from a boarding or disembarking location. This relates to an individual's particular functional disability. This eligibility requires functional evaluation of its application to a particular system and a particular trip. Examples of eligibility under this category include severe, chronic fatigue related to HIV infection and AIDS, heat sensitivity due to cardiovascular disease and hypothermia due to quadriplegia.

Generally the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?
2. Can the individual board, utilize and disembark the vehicle at the bus stop?
3. Can the individual recognize the destination and disembark the bus?
4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

APPENDIX B JAC ASSIST APPEALS PROCESS

Appeal of Service Suspension and Eligibility Certifications

REQUESTS FOR HEARING

A hearing to appeal a decision regarding eligibility or to suspend JAC Assist service will be held only after receipt of a written Request for Hearing, filed with the Transit Coordinator.

- Requests for Hearing must be in writing and must contain the name, address, and telephone number of the person(s) requesting the hearing (requester), and the name of the JAC Assist service user if different from Requester.
- Persons submitting a Request for Hearing are strongly encouraged to include a statement of the reason(s) why they believe the decision of eligibility or to suspend service is inappropriate.
- Requests for Hearings must be filed within sixty (60) calendar days after a person has received written notice of eligibility or suspension and will be deemed filed when received by the Transit Coordinator.

RESPONSIBILITIES OF THE TRANSIT COORDINATOR AND REQUESTER

- The Transit Coordinator will set the time and place of the hearing when the request is filed (received) and will notify the Requester. The time of the hearing will be within 30 days after the time the Request for Hearing was filed (excluding holidays).
- Hearings may be postponed or rescheduled only upon written request to the Transit Coordinator and for good cause.
- A person requesting a hearing may waive personal appearance at the hearing and have the matter determined based on the record, but must do so by filing a written request with the Transit Coordinator before the hearing.
- A person waiving personal appearance may submit to the Transit Coordinator documents and other information to be included with the record and considered in deciding the appeal.
- If the Requester fails to appear at the hearing, and gives no prior notice, the Transit Coordinator may make a determination based on the available evidence, as appropriate.

ADA APPEALS COMMITTEE

Appeals will be considered by an ADA Appeals Committee comprised of three (3) persons: the Transit Coordinator or his/her designee; a member of an appropriate City department (e.g., Human Resources or Health & Human Services); and a member of the disabled community with familiarity of the

disability in question (for eligibility decisions) or ADA complementary paratransit service in general (for suspension decisions).

CONDUCT OF HEARINGS

The manner of conducting hearings is under the direction, control and discretion of the Transit Coordinator. These guidelines govern issues, evidence, and documents:

- The issues to be decided at the hearing are limited to those set forth in the notice of service suspension and the Request for Hearing.
- Evidence commonly relied upon by reasonable, prudent persons will be heard and considered. Specifically, this includes statements (oral and written), documents and copies of documents, official and business reports, and records not certified as such.
- Irrelevant, immaterial, redundant or unduly repetitious evidence will be excluded.
- A record of the hearing (electronic or otherwise) will be kept, as determined by the Transit Coordinator.
- A verbatim transcript of the proceedings, if desired, must be provided and paid for by the Requester.

DECISIONS

All decisions will be in writing. Decisions will be rendered at the conclusion of the hearing or as soon thereafter as a decision can be made. Within five (5) business days, the Transit Coordinator will notify the Requester in writing of the decision and the reasons for the decision.

Requesters who are not satisfied with the decision of the ADA Appeals Committee may appeal to the Transportation Manager of the City within five (5) business days after receiving written notification of the ADA Appeals Committee decision. The Transportation Manager shall respond in writing within ten (10) days of receiving the appeal. The decision of the Transportation Manager shall be final.

GENERAL

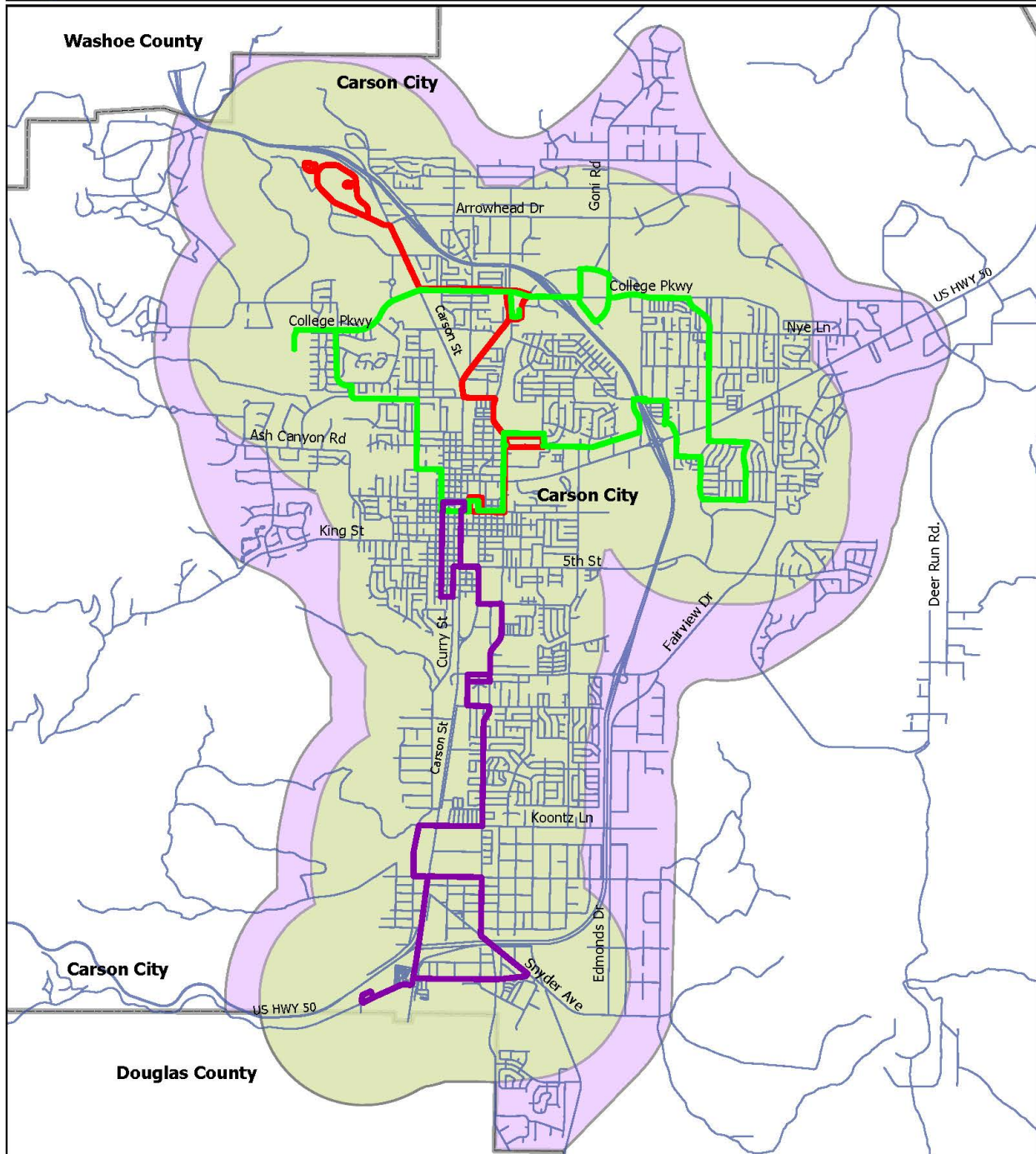
The Transit Coordinator may modify or waive any of these rules in the interest of fairness or justice for good cause shown.

JAC Assist is not required to provide ADA paratransit service to the individual for the duration of the certification appeal process unless the decision of the ADA Appeals Committee exceeds the thirty (30) day limit.

APPENDIX C



JAC Assist Service Area



JAC Routes	— Carson City Streets	— JAC Assist Extended Service Area	N ▲
— Route 1	▭ City Boundary	— JAC Assist Service Area (3/4 Mile)	
— Route 2A & Route 2B			
— Route 3			

APPENDIX D JAC ASSIST COMPLAINT PROCESS

JAC Assist seeks to provide a user-friendly method of resolving your concerns fairly and efficiently. JAC Assist staff appreciate the opportunity to improve upon the services we provide.

If you have a complaint about service, please call JAC Assist at (775) 841-7433. Be prepared to provide your name, address, phone number and a detailed explanation of your complaint (e.g., date and time of incident, vehicle number, driver's name, etc.) This will allow staff to more completely investigate and respond to your complaint. You may also mail a completed complaint form to JAC at 3770 Butti Way, Carson City, NV 89701. The complaint form is available on the following page of this policy, and on the JAC website at www.ridejac.com.

If the complaint is not resolved to your satisfaction after five (5) working days, please submit the complaint in writing (using the complaint form described above) to the General Manager at 3770 Butti Way, Carson City, NV 89701. Please provide the information outlined above plus details of your interaction with the JAC Assist office staff.

If the complaint is still not resolved to your satisfaction within five (5) working days, you may submit the complaint in writing (using the complaint form described above) to the Transit Coordinator at 3505 Butti Way, Carson City, NV 89701. Be prepared to again provide the information outlined above plus details of your interaction with the JAC Assist office staff and General Manager. You may request to meet personally with the Transit Coordinator to discuss the problem and/or request a written response within ten (10) working days. The Transit Coordinator has discretion to enlist the assistance of other resources, as appropriate, in resolving your problem, e.g., the Transportation Manager, other City staff, the management and staff of contractor, etc. as appropriate.

If the meeting and/or the response are not scheduled/received within ten (10) working days from the date your request is received by the Transit Coordinator or if the meeting/response does not resolve the problem to your satisfaction, you may appeal in writing to the Transportation Manager at 3505 Butti Way, Carson City, NV 89701. The decision of the Transportation Manager shall be final.

APPENDIX E GLOSSARY

ADA – Americans with Disabilities Act signed into law in 1990, making it illegal to discriminate against persons with disabilities regarding employment, public services, public accommodations, and telecommunications. The intent of this law is to provide equal opportunity to person with disabilities, allowing them to fully participate in society and live independently and with economic self-sufficiency.

CANCELLATION – To give notice more than one hour before the scheduled trip, that the trip is not needed.

COMPANION – A fare-paying person accompanying the JAC Assist rider.

CONDITIONAL USE ELIGIBILITY – Individual is not able to use accessible JAC fixed-route transit in specific circumstances and is eligible to use JAC Assist paratransit service under limited circumstances identified by JAC Assist.

DISABILITY (as defined by ADA, see Appendix E) – A person with a disability is defined as:

- A person with a physical or mental impairment that substantially limits one or more major life activities; or
- A person with a record of such a physical or mental impairment; or
- A person who is regarded as having such impairment.

It should be noted that the ADA definition of disability is not the same as other definitions of disability used in other federal laws and programs such as Social Security, workers compensation, veterans programs, etc.

EXTENDED SERVICE AREA – Area between three-quarters (3/4) of a mile and one (1) mile from any JAC fixed-route in which JAC Assist will pick-up or drop-off individuals for a premium fare.

FIXED-ROUTE – A route in which the bus operates along prescribed routes according to fixed schedules.

JUMP AROUND CARSON (JAC) – The marketing name for the fixed-route public transportation system in Carson City.

JAC ASSIST – The marketing name for the ADA paratransit public transportation service in Carson City.

JURISDICTION – The total area within which the provider is authorized to operate.

LATE CANCELLATION – Failure to give notice of cancellation within one hour of scheduled pick-up.

NO-SHOW – Failure to give notice of cancellation and/or failure to show up at pick-up location.

ORIGIN TO DESTINATION – The JAC Assist vehicle will pick up the passenger at the originating address and drop off the passenger at the destination address.

PARATRANSIT – Comparable transportation for individuals, who, because of a physical or mental impairment, cannot use a regular fixed-route system.

PERSONAL CARE ATTENDANT (PCA) – An individual, who accompanies the paratransit eligible individual, who requires more assistance than that provided by the driver. Examples of PCA activities performed on behalf of the passenger may include mobility assistance, personal care, or communication.

REDUCED FARE – Only applicable for riding the fixed-route system.

SERVICE ANIMAL – Any guide dog, signal dog, service dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability.

SERVICE AREA – Area in which JAC Assist will pick-up or drop-off individuals. Currently the Service Area is three-quarters (3/4) of a mile on each side of each fixed-route.

SUBSCRIPTION SERVICE – Trips that are considered as being consistent and recurring (at least twice per week with the same origin and/or destination) where continuation will extend over a period of at least 90 days.

TEMPORARY ELIGIBILITY – Individual is not able to use accessible fixed-route transit at this time, however the condition or circumstance(s) leading to eligibility is reasonably expected to change in the future. For a limited period of time, such as a broken limb that prevents a person to be able to walk to a JAC fixed-route bus stop, the individual is typically eligible to use JAC Assist paratransit service for all trips.

TRIP-by-TRIP ELIGIBILITY – Individual is not able to use accessible JAC fixed-route service for certain trips due to architectural and/or environmental barriers. The individual is eligible to use JAC Assist paratransit service for those specific trips identified by JAC Assist.

UNCONDITIONAL USE ELIGIBILITY – Individual is not able to use accessible JAC fixed-route transit under any circumstances and is eligible for all trips on JAC Assist paratransit service.

VISITOR – Someone who does not reside in the jurisdiction served by JAC or JAC Assist.

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JAC Assist
ADA Complementary Paratransit
Policies & Procedures

Approved by
Carson City Regional Transportation Commission
August 11, 2010

RTC Approved Revision : January 10, 2024

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OVERVIEW

JAC Assist ADA Complementary Paratransit Service serves the needs of passengers who, because of a disability, are unable to use the JAC fixed-route system, and who meet the definition of “ADA paratransit eligible,” as established by the U.S. Department of Transportation (DOT) Americans with Disabilities Act (ADA) of 1990 (see Appendix A).

Disability alone does not establish ADA paratransit service eligibility; the decision is based solely on the applicant’s functional ability to use the JAC fixed-route transit service. JAC Assist is for those who do not have the functional abilities to access and ride the regular fixed-route transit service.

JAC Assist is an “origin to destination” and shared ride service. JAC Assist primarily provides curb-to-curb transportation service, but door-to-door service is provided upon request.

If you need additional information, alternative formats, or have any questions please feel free to contact JAC Assist at (775) 841-7433.

CERTIFICATION / ELIGIBILITY

In order to ride JAC Assist, you must first be certified as “ADA paratransit eligible.” To be considered, you must complete a *JAC Assist Paratransit Eligibility Application*. Applications are available online at www.rideJAC.com or by calling (775) 841-7433. All applicants must complete PART A of the application.

NOTE: It is JAC Assist policy that applicants 80 years of age or older be granted automatic eligibility, even if there is no qualifying disability. However, PART A of the application must still be completed, since it contains necessary information that will assist in scheduling trips for the elderly passenger.

PART B of the application must be completed by a qualified medical professional who is familiar with your particular disability and current functional abilities to use regular fixed-route service.

Qualified medical professionals include:

- Physician (M.D. or D.O.) or registered nurse
- Physical or occupational therapist
- Psychiatrist, psychologist, or mental health counselor
- Vocational counselor, rehabilitation specialist or independent living skills trainer
- Licensed social worker or case manager

- Orientation and mobility instructor or travel trainer
- Optometrist

Applications that are completed will be reviewed within 21 calendar days of submission and the applicant will be notified of their eligibility. If the applicant is not notified within 21 calendar days, applicant will be treated as eligible until and unless JAC Assist determines the applicant is ineligible. **Once you are eligible, you must notify JAC Assist of any changes in your address, phone number or disability.**

TYPES OF ELIGIBILITY

Applicants who are determined eligible for JAC Assist are assigned an eligibility category. The eligibility category is consistent with the applicant's ability to use the regular fixed-route service. These categories are Unconditional, Conditional, Trip-by-Trip and Temporary.

UNCONDITIONAL – Applicant is not able to use accessible JAC fixed-route transit service under any circumstances and is eligible for all trips on JAC Assist.

CONDITIONAL – Applicant is not able to use accessible JAC fixed-route transit service in specific circumstances and is eligible to use JAC Assist under limited circumstances.

TRIP by TRIP – Applicant is not able to use accessible JAC fixed-route transit service for certain trips due to architectural and/or environmental barriers. The applicant is eligible to use JAC Assist for those specific trips.

TEMPORARY – Applicant is not able to use accessible JAC fixed-route transit service at this time, however the condition or circumstances leading to eligibility is reasonably expected to change in the future. For a limited period of time, the applicant is typically eligible to use JAC Assist for all trips.

Distance to a bus stop or illiteracy, by themselves, are not considered disabilities and therefore do not qualify the applicant for JAC Assist paratransit service. Applicants who are blind or visually impaired may be eligible if they cannot use the JAC fixed-route system. Applicants with medical conditions, such as epilepsy, kidney disorders and diabetes, may be eligible depending upon their ability to use the JAC fixed-route system.

JAC ASSIST PHOTO IDENTIFICATION CARDS

Once you are certified, JAC Assist will issue a photo identification card. The identification card may be used on JAC fixed-route service to receive the reduced fare, or for ADA paratransit service in other U.S. cities.

To obtain a valid JAC Assist identification card, you must call (775) 841-7433 to schedule an appointment to have your picture taken and a free photo identification card issued. Individuals must bring with them proof of JAC Assist certification and personal identity (e.g., driver's license or State-issued ID card) to have an identification card issued.

Photo identification cards are issued at the JAC Administrative Offices at 3770 Butti Way, Carson City, NV 89701. Office hours are 8:00 A.M. to 5:00 P.M. Monday – Friday, and 8:30 A.M. to 4:00 P.M. Saturday. There is a \$5.00 replacement charge for lost, stolen or damaged cards.

RECERTIFICATION

In order to keep the database of certified passengers current, passengers will need to complete a new application and be recertified as eligible every three (3) years. JAC Assist will attempt to contact all certified passengers 90 days in advance of the expiration of the certification of eligibility.

Conditional use passengers that are certified for service on a “temporary” basis will be required to recertify at the end of their temporary period of eligibility if they desire to maintain eligibility of service. Passengers must complete a new application and participate in another evaluation by a qualified medical professional.

Persons with permanent disabilities are required to obtain professional verification of their disability to become initially certified. Thereafter, recertification will only require that PART A be completed indicating they still desire to utilize JAC Assist. Professional verification will not be required for recertification.

CERTIFICATION APPEALS PROCESS

Applicants whose requests for certification are denied have the right to appeal. (See Appendix B) Such appeals must be submitted within sixty (60) days from the date of certification denial. The appeal will be considered by the ADA Appeals Committee made up of three (3) persons, one of whom will be a member of the disabled community with familiarity of the disability in question. For more information, contact JAC Assist at (775) 841-7433.

VISITORS WITH DISABILITIES

Visitors with disabilities who cannot use the JAC fixed-route system are eligible to utilize the JAC Assist paratransit service. If the visitor has been certified as “ADA paratransit eligible” by another public entity, JAC Assist will honor the certification and provide up to 21 days of JAC Assist paratransit service. If visitors have not been certified as eligible by another public entity but claim they are ADA paratransit eligible, they are entitled to “presumptive eligibility” and shall be provided with 21 days of JAC Assist paratransit service. Visitors who claim presumptive eligibility may be requested to provide certain documentation such as their place of residence and the nature of their disability to JAC Assist.

The “21 days” of service that shall be provided to visitors with disabilities are to be calculated as any combination of 21 days during any 365 day period beginning with the visitor’s first use of service. For example, a person may visit two days a week. Eligibility would be extended in this case over an eleven week period of time, within which 21 days of JAC Assist paratransit service would be provided.

Visitors who require more than 21 days of service within a 365 day period shall be required to apply for local eligibility through the JAC Assist certification process.

Visitors with disabilities shall be provided the same level of service as certified JAC Assist passengers and are subject to the same service policy requirements.

CONDITIONAL USE AND TRIP BY TRIP ELIGIBLE RIDES

JAC Assist will evaluate the eligibility of trip requests for service by passengers certified as Conditional or Trip by Trip at the time of scheduling according to the conditions listed in their certification. Schedulers will immediately inform the person scheduling the ride if the trip is deemed eligible based on conditions listed in their certification. If the trip is found to not be eligible, schedulers are to inform the passenger about the availability of fixed-route JAC service as a viable option to complete the trip.

SERVICE HOURS AND AREA

JAC Assist service is available during the same days and hours of the JAC fixed-route system, which is Monday through Friday, 6:30 A.M. to 7:30 P.M. and Saturday 8:30 A.M. to 4:30 P.M. There is no service on Sunday or designated holidays. Service is available for trips beginning and ending within one (1) mile of any fixed-route in the JAC fixed-route system. (See Appendix C)

FARES

Fares for trips beginning and ending within three-quarters (3/4) of a mile of any JAC fixed-route ADA zone are no more than 200% of the cost of an adult regular fixed-route fare for each one-way trip.

It is JAC Assist policy to also provide trips beginning and ending beyond the three-quarters (3/4) of a mile distance from any JAC fixed-route in Carson City only (extended service area). There shall be a premium fare for service beyond the 3/4 mile ADA zone equivalent to 400% of the cost of an adult regular fixed-route fare for each one-way trip.

One Personal Care Attendant (PCA) can travel at no additional cost. The PCA must have the same origin and destination as the paratransit passenger. PCAs are considered traveling companions and a space must be reserved for them when scheduling a trip, so please notify JAC if you plan to use a PCA.

Passengers are required to pay exact fare upon boarding a JAC Assist vehicle prior to departure. Drivers do not carry cash and cannot make change. JAC Assist tickets with a value of \$3.00 each can also be purchased in advance and used as fare. One (1) ticket shall be used for each one-way trip beginning or ending within the 3/4-mile ADA zone. Two (2) tickets shall be used for each one-way trip beginning or ending within the extended service area. A monthly pass (30-days) for JAC Assist is available for \$60 and is eligible to be used for trips within 1 mile from any JAC fixed-route. For more information on JAC Assist tickets, call (775) 841-7433.

Checks are not accepted as payment on the bus. Repeated non-payment of fares will result in a denial of your trip. Please refer to the "Customer Code of Conduct" section for additional details for non-payment.

TRIP RESERVATIONS AND CANCELLATIONS

For reservations or cancellations call (775) 841-7433 from 6:30 A.M. to 7:30 P.M. Monday through Friday, and 8:30 A.M. to 4:00 P.M. Saturday. Calls on Sunday, holidays or after normal business hours will be taken by voicemail. Reservations can also be made by email at ReserveJAC@carson.org. Reservation requests made by email will receive a confirmation by email unless otherwise requested.

Reservations can be made up to two (2) weeks to one (1) day in advance. Requests for next-day service received after normal business hours and same-day service will be accommodated as space is available.

HOW TO MAKE A RESERVATION

Plan Ahead:

For important trips, be sure to make your reservation as early as possible, up to two (2) weeks in advance. If your requested time is not available you may be offered a time of up to one hour before or after your request. If an available time within those guidelines is not workable for you, have an alternate plan for other transportation or for rescheduling at another time or day. Refusal of an available time is not considered a denial of service.

If your pick-up is at an apartment complex, nursing home, or adult program/day care center, it is the responsibility of the passenger to let the scheduler know if there are any special instructions needed, such as security gated entries, apartment building number, or multiple entries to large institutions. Otherwise JAC Assist drivers will pick-up and drop-off at the main entrance or designated/predetermined locations. If the passenger fails to inform the scheduler of special instructions and the trip is missed as a result, it will be recorded as a “no-show”.

Plan Your Trip Carefully:

Remember to allow for time spent picking up and dropping off other passengers before reaching your destination and be prepared for the possibility of delays due to traffic or bad weather. For example, if you must be somewhere at 10:00 A.M., plan your pickup for 9:30 A.M. When scheduling a return trip, please consider any unexpected delays you may encounter. For example, if you expect to be ready at 3:00 P.M., please ask for a 3:15 P.M. return time. It is better to wait a few minutes than miss your scheduled ride. The JAC Assist scheduler can help you determine the most efficient way to schedule your trip.

Allow ample time to finish appointments. This is needed so you will be ready to board the vehicle at your scheduled pick-up time. **Be aware of opening and closing times at your destination to avoid waiting outside the building before or after business hours.**

If you are going to a medical appointment, let the person who is making your medical appointment know you will be using JAC Assist paratransit service. **Ask the appointment scheduler how much time should be allowed for the appointment;** this will help you to set your return time. Please allow enough time for your appointments. If you miss your ride home because you underestimated how long the appointment will take, the needs of other paratransit passengers may not allow JAC Assist to make a second trip for pick-up. In this case, you will need to find alternative transportation home. If JAC Assist is able to return a second time, the needs of other customers may require that you wait additional time after you have completed your appointment. In this case, please be patient. **It is your responsibility to determine with your Doctor how much time to allow for medical appointments.**

Scheduling a Ride:

- 1) To schedule a ride call (775) 841-7433 from 6:30 A.M. to 7:30:00 P.M. Monday through Friday, and 8:30 A.M. to 4:00 P.M. Saturday. Calls on Sunday, holidays or after normal business hours will be taken by voicemail. Reservations can also be made by email at ReserveJAC@carson.org. Reservation requests made by email will receive a confirmation by email unless otherwise requested. Reservations can be made up to two (2) weeks to one (1) day in advance. Requests for next-day service received after normal business hours will be accommodated as space is available.
- 2) Same day reservations may be made if space is available.
- 3) When making a reservation, we urge you to schedule a time for your return trip. Waiting until the last minute to schedule a return trip could result in a long wait or a lack of availability.
- 4) Staff will try to accommodate changes made to a reservation after normal business hours, but there is no guarantee.
- 5) When making a reservation, please be ready to provide:
 - Your name;
 - Your pick-up address (exact location of pick-up; for example, apartment building name, which entrance, etc.);
 - Your telephone number;
 - The date on which you wish to ride;
 - The time at which you wish to be picked up at your point of origin, or, if you have an appointment, the time of your appointment.
 - Your drop-off address (exact location of destination, including telephone number if possible.) Certain public locations have specific drop-off and pick-up areas that will have to be observed;
 - The approximate time at which you wish to be picked up for your return trip, if needed;
 - Whether you use a wheelchair or other mobility device;

NOTE: JAC Assist will carry a wheelchair and its user as long as the lift/ramp can accommodate the size and weight of the wheelchair and its user, and there is space for the wheelchair on the vehicle. JAC Assist will NOT carry a wheelchair if, in fact, the lift/ramp or vehicle is unable to accommodate the wheelchair and its user, consistent with manufacturer safety requirements.

- Whether a personal care attendant (PCA) will be riding with you. If you are registered with JAC Assist as needing a PCA, he or she may accompany you at no additional cost; and
- Whether a companion will be riding with you. Companions are welcome to ride with you for the regular fare per person.

NOTE: Personal care attendants and companions MUST have the same origin and destination as the customer they are accompanying.

JAC Assist requires you to reserve a space for your PCA or companion(s) when scheduling your reservation. If more than one person accompanying you is designated as your PCA, only one will be allowed to ride at no fare. To maximize space available, accommodations for more than one traveling companion are granted on a *space-available* basis. Please remember, the request should be made when scheduling your reservation. To inquire about space availability, call JAC Assist at (775) 841-7433.

Children:

Certified users of all ages must pay the full fare. When an eligible child is traveling with an adult (who is serving as a PCA), a fare must be paid for the child and the adult attendant rides free. Children, five (5) years of age and over, accompanying a certified rider who is not a PCA or is in addition to a PCA must pay full fare. Children under the age of 5 ride free.

An adult accompanying a child on JAC Assist is responsible for the child. Drivers are not permitted to carry children on or off the vehicle. If you will need assistance with the child, please bring someone along to assist you.

If the child is 5 years of age or younger, or weighs less than 40 pounds, JAC Assist strongly recommends that the child be secured in a child safety seat. JAC Assist does not provide safety seats for children so you will need to bring your own.

Use of Portable Oxygen:

The Americans with Disabilities Act provides that transportation service must be provided to a rider who needs to bring along an oxygen bottle. **For safety reasons, the rider must maintain control of the oxygen bottle.** If the rider cannot transport the oxygen bottle or maintain control of the bottle on his/her own, then a PCA must accompany the rider to perform those functions.

Service Animals:

Service animals are permitted to ride on JAC Assist. You must indicate on your application that you use a service animal. Please fill out a description of the service animal such as type of animal, color, and the name of the service animal. Also when scheduling your trip, if you use a service animal, please let the scheduler know your service animal will be accompanying you on your trip. All service animals must be controlled by the passenger, PCA, or companion.

Pets:

Animals that are not service animals may ride on JAC Assist only if they are properly secured in a cage or kennel. For safety reasons, **drivers are not permitted to carry cages or kennels on or off of the JAC Assist vehicle.** If you need assistance with a pet, please arrange to travel with someone who can help you.

Mobility Devices and other Personal Belongings:

JAC Assist welcomes electric and non-electric personal mobility devices including wheelchairs, balancing scooters, walkers, strollers, portable shopping carts, etc. on JAC Assist vehicles. JAC also allows a limited amount of passenger personal belongings. Items shall be permitted under the following conditions:

- All users must remain in control of their device at all times.
- Devices must be turned off or in Power Assist mode while boarding, exiting or while on a vehicle.
- Users must remain with but not on their device during travel.
- Items must be safely and securely stowed while on vehicle and not stored in the center aisle.
- Loading and unloading times will not result in an excessive delay to service.
- Users should yield to pedestrians or other riders at all times.

If an item is too large, too heavy, or poses a risk to the bus operator or passengers, the bus operator may refuse service to the passenger. Motorcycles, mopeds, motorized bicycles (electric or gasoline-powered), and other similarly motorized wheeled conveyances are not allowed on JAC Assist.

Please Keep in Mind:

It is our goal to provide the greatest number of customers with safe, prompt, efficient and friendly service. Therefore, we are unable to honor specific requests for the following:

- More than six-round trip requests per phone call.
- Specific drivers.
- Specific seats.
- A particular vehicle.
- Specific routes with certain customers.

SUBSCRIPTION SERVICE

Subscription service is not required by ADA to be included as part of complementary paratransit service. However, in an effort to best meet our customers' needs, JAC Assist makes available the use of subscription service for customers who require recurring trips from the same origin and/or to the same

destination over an extended period of time. In order to qualify for a subscription trip, the same ride must be taken at the same time at least twice a week for a period of at least 90 days. Once subscription service goes into effect, customers do not need to call to reserve each of their repeat trips, and no further action is necessary until the customer needs to make a change to the subscription. A temporary or permanent change may be made to a subscription trip.

Subscription service is limited to 20% of daily JAC Assist rides. If there is no availability at the time initially requested, customers are encouraged to inquire periodically about the availability of such trips, but may also be added to a waiting list. When space becomes available for subscription service, individuals on the waiting list will be notified.

To temporarily or permanently modify a subscription, customers must contact JAC Assist at (775) 841-7433. Failure to cancel trips appropriately and/or excessive cancellations may result in loss of the customer's subscription service. More information about no-shows and cancellations regarding suspension of service and loss of subscription service is provided in the JAC Assist No-Show and Late Cancellation Policy section later in this document.

HOW TO RIDE JAC ASSIST

Both JAC and JAC Assist vehicles are ADA compliant and are accessible by wheelchair. Riding JAC Assist is equivalent to riding JAC's fixed-route system in that there is a scheduled arrival time and you must be ready when the vehicle arrives. Also, there may be additional stops before reaching your destination.

Please remember:

- JAC Assist is an "origin to destination" service.
- JAC Assist is a shared-ride service.
- The driver may not make unscheduled stops along a planned route without approval from JAC Assist.
- The driver may not deviate from a planned scheduled route.
- If other passengers get on or off the vehicle before your stop, you may need to temporarily move to accommodate these passengers.
- No assistance will be provided beyond the entrance of your destination. If you require further assistance, a personal care attendant should accompany you.
- You may ride from any origin in the JAC Assist service area for any purpose as long as a reservation has been made. (Excluding riders with Conditional and Trip by Trip eligibility)

The vehicle may arrive 15 minutes before or after your scheduled pick-up time. For example, if your pick-up time is scheduled for 8:00 A.M., the vehicle may arrive any time between 7:45 A.M. and 8:15 A.M. The vehicle will wait 5 minutes after arrival at the designated pick-up site. It is your responsibility to be available

to board the vehicle at least 15 minutes prior to your scheduled pick-up time. You (and your PCA/companion) should meet the vehicle when it arrives.

If the vehicle is more than 15 minutes late for your scheduled time, please call JAC Assist at (775) 841-7433 and a dispatcher will check the arrival time.

The driver is required to collect a fare or a JAC Assist ticket from you and your companion prior to departure. Please have exact change or ticket ready. Checks, ATM or credit cards are not accepted. If your need for a personal care attendant has been registered with JAC Assist, there is no charge for him or her. Non-payment of fares will result in a denial of your trip.

Eating, drinking (including consumption of alcohol), chewing tobacco, smoking, littering or listening to audio devices without earphones will not be permitted. Shirts and shoes (or equivalent) must be worn. Passengers should refrain from engaging in inappropriate/distracting conversation with the driver.

DRIVER ASSISTANCE POLICY

Drivers are not permitted to enter any home or go beyond the threshold of any building. Drivers are required to maintain visual contact with the vehicle at all times. Drivers may enter into the main lobby of a business for the exclusive purpose of notifying a patron that the vehicle is available for boarding, provided they are able to maintain line-of-sight contact with the vehicle at all times.

In locations where drivers cannot maintain line-of-sight with their vehicle and go to the door to notify passengers of the arrival of their ride, passengers may request telephone notification of the bus' arrival for that specific location. As this request may require special arrangements with third parties and is subject to review, please contact us at (775) 841-7433 to make the request.

Drivers are not permitted to maneuver a mobility device up or down stairs. Drivers are not permitted to physically lift passengers. Drivers are not permitted to carry objects over 15 pounds. Drivers are not permitted to load or unload passenger's carry-on items. It is the passenger's responsibility to load, unload and control all carry-on items. Passengers needing more assistance than the drivers are allowed to provide are encouraged to make other arrangements for assistance at their pick-up and drop-off points. One personal care attendant is allowed to ride with passengers as needed without charge.

WHAT TO DO IF YOU MISS YOUR RIDE

If you miss your scheduled ride, your missed trip will be treated as a "no-show." Contact JAC Assist, (775) 841-7433, from 8:00 A.M. to 5:00 P.M. Monday through Friday, and 8:00 A.M. to 4:00 P.M. Saturday to request a new trip to be

scheduled on a same day, space available basis. Outside of normal business hours, please call (775) 841-7433 and leave a message.

HOW CAN JAC ASSIST ACCOMMODATE YOU?

In order to provide for the safety of our drivers and passengers, your carry-on items are limited to what can easily be contained and controlled by you and/or your companion(s). Items too large or too numerous to be reasonably controlled, carried, or handled by a passenger are prohibited. Generally, packages with a combined weight of no more than 30 pounds are welcome on JAC Assist. All items must be stowed out of the aisle or walkways, may not be placed in unoccupied seats, and must remain within the passenger's immediate control. Shopping carts, etc. will not be tied down elsewhere in the vehicle.

- Hazardous materials or firearms are not allowed.
- No additional packages will be transported.
- Customers or PCA/companions are responsible for getting carry-on items/packages to their destination.

Visitors from other cities who are eligible under ADA criteria are welcome to use JAC Assist during their visit to Carson City for up to 21 days. Please call JAC Assist at (775) 841-7433 if you are an out of town visitor wishing to register.

JAC Assist customers should be offered the same ADA service in other cities that provide fixed-route services upon showing their photo identification card.

Service animals are allowed to accompany you if such a need was indicated on your JAC Assist application. Please inform JAC Assist when scheduling your trip that a service animal will be accompanying you.

HOW TO COMMENT ON JAC ASSIST SERVICE

JAC Assist staff appreciate the opportunity to improve upon the services we provide. Please do not hesitate to call. Should you have questions or complaints about service, please call JAC Assist at (775) 841-7433. Additional information on the complaint process found in Appendix D.

SAFETY

A customer may be subject to any reasonable accommodation requirement that will ensure the safety of themselves, other customers, and drivers. For example, a customer may be required to ride with a personal care attendant if the passenger is unable to safely board a vehicle.

CONTAGIOUS ILLNESSES

Several steps can be taken to help prevent contagious illnesses. The most important thing you can do to protect yourself and others is to wash your hands. Please be considerate of others and cover your nose and mouth when coughing or sneezing. Always wash your hands after coughing or sneezing. Avoid contact with at-risk individuals.

CUSTOMER CODE OF CONDUCT

It is JAC Assist's policy to provide the safest and most efficient service to our passengers. Passengers who abuse the following Code of Conduct guidelines can adversely affect the JAC Assist program as a whole. For the safety and comfort of all passengers, JAC Assist has established these policies that address instances when a passenger's conduct may adversely affect others involved with the JAC Assist program, including:

- 1) **Electronic Equipment** – Customers may not operate any audio or visual equipment which infringes upon other passenger's safety, comfort, or impairs the driver's ability to transport passengers safely. Examples include audio/visual devices without headsets, portable video games that have sound effects, etc.
- 2) **Hazardous Conduct** – Any act that creates the potential for injury or death to any customer, driver, or the general public.
- 3) **Abusive Conduct** – Any abusive, offensive, or threatening act or behavior that affects the safety or security of the driver and/or the passengers, or invades the privacy rights of others such as touching another person in a rude, insolent or angry manner. Sexual harassment, verbal or physical, will not be tolerated. Examples also include profanity, screaming, hitting, etc.

Consequences of Misconduct:

Due to the potential for a wide variety and severity of misconduct, JAC Assist reserves the right to determine the consequences ranging from a warning to a suspension in service for up to one year.

No rider that has been suspended shall lose his or her certificate of eligibility for paratransit services by reason of said suspension. Passengers will be notified in writing before JAC Assist takes any action. An eligible passenger whose service is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

Consequence of Unintentional Misconduct:

Any act that would qualify as misconduct, but is the direct and immediate act of the passenger's disability, such as abusive language that is the consequence of Tourette's syndrome, or socially unacceptable behavior brought on by a mental

illness, shall be considered Unintentional Misconduct. Consequences of Unintentional Misconduct will be addressed as noted below after counseling with the passenger.

- 1) A passenger may be subject to any reasonable accommodation requirement that will ensure the safety of all passengers and drivers.
 - a. A passenger may be required to ride with a personal care attendant.
 - b. A passenger may be required to attend training or receive additional counseling in proper transit conduct.
- 2) The accommodation requirement may last for a time period sufficient to allow the passenger to learn appropriate behavior.
- 3) The accommodation requirement may be permanent if the conduct is beyond the passenger's control.
- 4) If a passenger commits an act of misconduct that he or she has been trained to know is inappropriate, that act is considered intentional.

No rider whose access to paratransit service has been suspended for any reason shall lose his or her certificate of eligibility for paratransit services by reason of said suspension. Passengers will be notified in writing before JAC Assist takes any of these steps. An eligible passenger whose service is to be suspended because of misconduct has a right to request a hearing through an appeals process (see Appendix B).

JAC ASSIST NO-PAY POLICY

Passengers are required to pay a fare for JAC Assist. JAC Assist passengers who continually fail to pay fare revenue may lose their riding privileges for a period of time.

JAC Assist's no-pay policy is as follows:

- One (1) no-pay trip will result in a verbal warning.
- Three (3) no-pay trips within any thirty (30) day period will result in a warning letter.
- Once a warning letter is issued, any additional no-pay trips within the (30) day period may result in the suspension of a rider.
- Riders who are found to have a pattern or practice of abuse from continued or repeated no-pay may also face suspension.
- The rider will be suspended as follows:
 - Continued no-pay following issuance of a warning letter – suspension for ten (10) days.
 - Two (2) violations within one year – suspension for thirty (30) days and loss of subscription service privileges, if any exist.
 - Three (3) violations within one year – suspension for ninety (90) days.

JAC Assist is committed to working with individuals to address the causes of no-pay so these persons can continue to use the service.

JAC ASSIST NO-SHOW AND LATE CANCELLATION POLICY

JAC Assist passengers who establish a pattern or practice of “no-shows” or late cancellations may lose their riding privileges for a designated period of time.

A “no-show” is defined as when a passenger does not cancel a scheduled trip and is unavailable at the agreed upon pick-up time window and location – and ALL of the following occur:

- The vehicle is at the correct pick-up location within the 30-minute window (no more than 15 minutes before or after the scheduled pick-up time);
- The vehicle has waited 5 minutes for the passenger;
- The driver has contacted the dispatcher to report a possible no-show;
- The dispatcher confirms the scheduled pick-up time and correct location with the driver; and
- The dispatcher has attempted to call the passenger at the telephone number of record.

A “late cancellation” is defined as when a passenger does not cancel a scheduled trip at least one (1) hour prior to the scheduled pick-up time.

JAC Assist’s no-show and late cancellation policy is as follows:

- Three (3) no-shows and/or late cancellations within any thirty (30) day period will result in a warning letter.
- Five (5) no-shows and/or late cancellations within any thirty (30) day period will trigger a review of the rider’s no-show and late cancellation frequency.
- Riders who are found to have a pattern or practice of abuse representing at least fifteen (15) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of abuse, the rider will be suspended as follows:
 - Two (2) violations within one year – suspension for ten (10) days.
 - Three (3) violations within one year – suspension for fifteen (15) days and loss of subscription service privileges, if any exist. Subscription privileges may be reinstated after one year from date of loss on a space-available basis, provided that fewer than fifteen (15) percent of total trips have been no-shows and/or late cancellations during that time. Only after this one year period may an individual be placed onto a waiting list.
 - Four (4) violations within one year – suspension for twenty (20) days.

JAC Assist is committed to working with individuals to address the causes of no-shows and late cancellations so these persons can continue to use the service.

A no-show or late cancellation due to JAC Assist error will not be counted. Likewise, a no-show or late cancellation due to circumstances beyond your control will not be counted if you notify JAC Assist at (775) 841-7433 during normal business hours. Documentation may be required. You may also contest a no-show or late cancellation that has been assessed by contacting JAC Assist at (775) 841-7433.

NOTE: JAC Assist will not cancel the return leg of any scheduled trip unless it has made contact with the rider to confirm that the return trip is not needed.

JAC ASSIST EXCESSIVE CANCELLATION POLICY

A pattern of excessive cancellations causes the paratransit service to not be available at the time other passengers desire service. The policy for excessive cancellations is as follows:

- Ten (10) cancellations within any thirty (30) day period will trigger a review of the rider's cancellation frequency.
- Riders who are found to have a pattern or practice of cancellations representing at least fifty (50) percent of their total trips will be suspended from JAC Assist service for a period of five (5) days.
- If subsequent reviews are triggered and reveal a continued pattern or practice of cancellations, the rider will be suspended as follows:
 - Two (2) violations within one year – suspension for ten (10) days.
 - Three (3) violations within one year – suspension for fifteen (15) days and loss of subscription trip privileges, if any exist. Subscription privileges may be reinstated after one year from date of loss on a space-available basis, provided that fewer than fifty (50) percent of total trips have been cancellations during that time
 - Four (4) violations within one year – suspension for twenty (20) days.

ACTIONS RESULTING FROM NO-PAY, NO-SHOW, LATE CANCELLATION, and EXCESSIVE CANCELLATIONS

You will be notified in writing before JAC Assist takes any steps that may result in suspension of service. The letter will provide the following:

- Notification of how many no-pay, no-shows, late or excessive cancellations have been assessed.

- Details on the date, time and location of all scheduled pick-ups where the passenger did not pay or that resulted in a no-show or cancellation being assessed.
- Explanation of how these violations impact the paratransit service and other passengers.
- Explanation of your pending loss of riding privileges.
- Opportunity for you to contest the assessment of why you were unable to pay the fare or demonstrate that a no-show or late cancellation was due to circumstances beyond your control.
- Instructions on how to appeal the decision to suspend.

JAC Assist will allow 15 days between the receipt of a notice of proposed suspension of service and the proposed date on which the suspension becomes effective. There will be no loss of service while an appeal is in progress.

APPENDIX A DEFINITION OF ADA PARATRANSIT ELIGIBLE

The U.S. Department of Transportation Americans With Disabilities Act of 1990 defines "ADA paratransit eligible" as:

1. Any person with a disability who can use an accessible vehicle, but for whom any desired trip cannot be made because the fixed-route service he/she needs to use is not yet accessible. This category includes those persons who use wheelchairs, walkers or braces and others whose disabilities prevent them from utilizing an inaccessible vehicle or facility.
2. Persons, who because of the nature of their disabilities, cannot navigate even a transit system that is otherwise accessible. This category includes persons who because of their disability cannot independently board, ride or disembark from an accessible vehicle. This is based on the assumption the individual will not and need not be able to operate a boarding system such as a wheelchair lift, ramp or securement device. The presence of a traveling companion does not affect this eligibility.
3. Persons with impairment-related conditions that prevent them from getting to or from a boarding or disembarking location. This relates to an individual's particular functional disability. This eligibility requires functional evaluation of its application to a particular system and a particular trip. Examples of eligibility under this category include severe, chronic fatigue related to HIV infection and AIDS, heat sensitivity due to cardiovascular disease and hypothermia due to quadriplegia.

Generally the following four tests are applied when determining an applicant's eligibility:

1. Does the individual's disability prevent him/her from getting to and from a bus stop at the point of origin or destination?
2. Can the individual board, utilize and disembark the vehicle at the bus stop?
3. Can the individual recognize the destination and disembark the bus?
4. If the passenger's trip requires transfers, are the paths of travel between routes accessible and navigable by the individual?

APPENDIX B JAC ASSIST APPEALS PROCESS

Appeal of Service Suspension and Eligibility Certifications

REQUESTS FOR HEARING

A hearing to appeal a decision regarding eligibility or to suspend JAC Assist service will be held only after receipt of a written Request for Hearing, filed with the Transit Coordinator.

- Requests for Hearing must be in writing and must contain the name, address, and telephone number of the person(s) requesting the hearing (requester), and the name of the JAC Assist service user if different from Requester.
- Persons submitting a Request for Hearing are strongly encouraged to include a statement of the reason(s) why they believe the decision of eligibility or to suspend service is inappropriate.
- Requests for Hearings must be filed within sixty (60) calendar days after a person has received written notice of eligibility or suspension and will be deemed filed when received by the Transit Coordinator.

RESPONSIBILITIES OF THE TRANSIT COORDINATOR AND REQUESTER

- The Transit Coordinator will set the time and place of the hearing when the request is filed (received) and will notify the Requester. The time of the hearing will be within 30 days after the time the Request for Hearing was filed (excluding holidays).
- Hearings may be postponed or rescheduled only upon written request to the Transit Coordinator and for good cause.
- A person requesting a hearing may waive personal appearance at the hearing and have the matter determined based on the record, but must do so by filing a written request with the Transit Coordinator before the hearing.
- A person waiving personal appearance may submit to the Transit Coordinator documents and other information to be included with the record and considered in deciding the appeal.
- If the Requester fails to appear at the hearing, and gives no prior notice, the Transit Coordinator may make a determination based on the available evidence, as appropriate.

ADA APPEALS COMMITTEE

Appeals will be considered by an ADA Appeals Committee comprised of three (3) persons: the Transit Coordinator or his/her designee; a member of an appropriate City department (e.g., Human Resources or Health & Human Services); and a member of the disabled community with familiarity of the

disability in question (for eligibility decisions) or ADA complementary paratransit service in general (for suspension decisions).

CONDUCT OF HEARINGS

The manner of conducting hearings is under the direction, control and discretion of the Transit Coordinator. These guidelines govern issues, evidence, and documents:

- The issues to be decided at the hearing are limited to those set forth in the notice of service suspension and the Request for Hearing.
- Evidence commonly relied upon by reasonable, prudent persons will be heard and considered. Specifically, this includes statements (oral and written), documents and copies of documents, official and business reports, and records not certified as such.
- Irrelevant, immaterial, redundant or unduly repetitious evidence will be excluded.
- A record of the hearing (electronic or otherwise) will be kept, as determined by the Transit Coordinator.
- A verbatim transcript of the proceedings, if desired, must be provided and paid for by the Requester.

DECISIONS

All decisions will be in writing. Decisions will be rendered at the conclusion of the hearing or as soon thereafter as a decision can be made. Within five (5) business days, the Transit Coordinator will notify the Requester in writing of the decision and the reasons for the decision.

Requesters who are not satisfied with the decision of the ADA Appeals Committee may appeal to the Transportation Manager of the City within five (5) business days after receiving written notification of the ADA Appeals Committee decision. The Transportation Manager shall respond in writing within ten (10) days of receiving the appeal. The decision of the Transportation Manager shall be final.

GENERAL

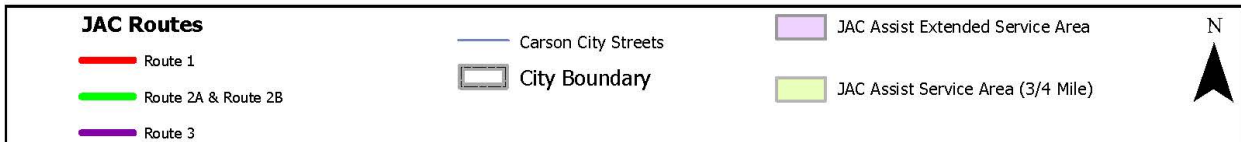
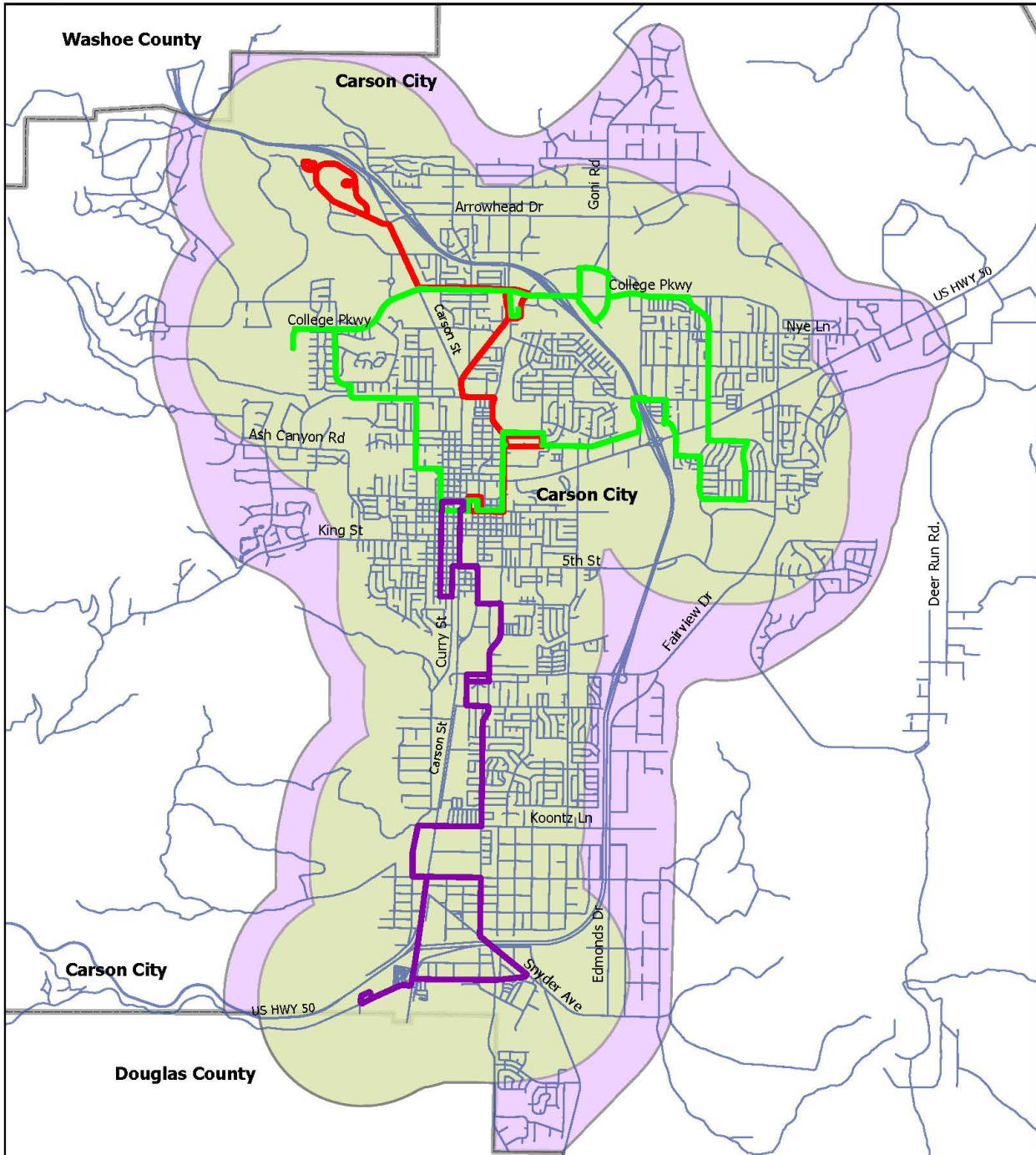
The Transit Coordinator may modify or waive any of these rules in the interest of fairness or justice for good cause shown.

JAC Assist is not required to provide ADA paratransit service to the individual for the duration of the certification appeal process unless the decision of the ADA Appeals Committee exceeds the thirty (30) day limit.

APPENDIX C



JAC Assist Service Area



APPENDIX D JAC ASSIST COMPLAINT PROCESS

JAC Assist seeks to provide a user-friendly method of resolving your concerns fairly and efficiently. JAC Assist staff appreciate the opportunity to improve upon the services we provide.

If you have a complaint about service, please call JAC Assist at (775) 841-7433. Be prepared to provide your name, address, phone number and a detailed explanation of your complaint (e.g., date and time of incident, vehicle number, driver's name, etc.) This will allow staff to more completely investigate and respond to your complaint. You may also mail a completed complaint form to JAC at 3770 Butti Way, Carson City, NV 89701. The complaint form is available on the following page of this policy, and on the JAC website at www.ridejac.com.

If the complaint is not resolved to your satisfaction after five (5) working days, please submit the complaint in writing (using the complaint form described above) to the General Manager at 3770 Butti Way, Carson City, NV 89701. Please provide the information outlined above plus details of your interaction with the JAC Assist office staff.

If the complaint is still not resolved to your satisfaction within five (5) working days, you may submit the complaint in writing (using the complaint form described above) to the Transit Coordinator at 3505 Butti Way, Carson City, NV 89701. Be prepared to again provide the information outlined above plus details of your interaction with the JAC Assist office staff and General Manager. You may request to meet personally with the Transit Coordinator to discuss the problem and/or request a written response within ten (10) working days. The Transit Coordinator has discretion to enlist the assistance of other resources, as appropriate, in resolving your problem, e.g., the Transportation Manager, other City staff, the management and staff of contractor, etc. as appropriate.

If the meeting and/or the response are not scheduled/received within ten (10) working days from the date your request is received by the Transit Coordinator or if the meeting/response does not resolve the problem to your satisfaction, you may appeal in writing to the Transportation Manager at 3505 Butti Way, Carson City, NV 89701. The decision of the Transportation Manager shall be final.

APPENDIX E GLOSSARY

ADA – Americans with Disabilities Act signed into law in 1990, making it illegal to discriminate against persons with disabilities regarding employment, public services, public accommodations, and telecommunications. The intent of this law is to provide equal opportunity to person with disabilities, allowing them to fully participate in society and live independently and with economic self-sufficiency.

CANCELLATION – To give notice more than one hour before the scheduled trip, that the trip is not needed.

COMPANION – A fare-paying person accompanying the JAC Assist rider.

CONDITIONAL USE ELIGIBILITY – Individual is not able to use accessible JAC fixed-route transit in specific circumstances and is eligible to use JAC Assist paratransit service under limited circumstances identified by JAC Assist.

DISABILITY (as defined by ADA, see Appendix E) – A person with a disability is defined as:

- A person with a physical or mental impairment that substantially limits one or more major life activities; or
- A person with a record of such a physical or mental impairment; or
- A person who is regarded as having such impairment.

It should be noted that the ADA definition of disability is not the same as other definitions of disability used in other federal laws and programs such as Social Security, workers compensation, veterans programs, etc.

EXTENDED SERVICE AREA – Area between three-quarters (3/4) of a mile and one (1) mile from any JAC fixed-route in which JAC Assist will pick-up or drop-off individuals for a premium fare.

FIXED-ROUTE – A route in which the bus operates along prescribed routes according to fixed schedules.

JUMP AROUND CARSON (JAC) – The marketing name for the fixed-route public transportation system in Carson City.

JAC ASSIST – The marketing name for the ADA paratransit public transportation service in Carson City.

JURISDICTION – The total area within which the provider is authorized to operate.

LATE CANCELLATION – Failure to give notice of cancellation within one hour of scheduled pick-up.

NO-SHOW – Failure to give notice of cancellation and/or failure to show up at pick-up location.

ORIGIN TO DESTINATION – The JAC Assist vehicle will pick up the passenger at the originating address and drop off the passenger at the destination address.

PARATRANSIT – Comparable transportation for individuals, who, because of a physical or mental impairment, cannot use a regular fixed-route system.

PERSONAL CARE ATTENDANT (PCA) – An individual, who accompanies the paratransit eligible individual, who requires more assistance than that provided by the driver. Examples of PCA activities performed on behalf of the passenger may include mobility assistance, personal care, or communication.

REDUCED FARE – Only applicable for riding the fixed-route system.

SERVICE ANIMAL – Any guide dog, signal dog, service dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability.

SERVICE AREA – Area in which JAC Assist will pick-up or drop-off individuals. Currently the Service Area is three-quarters (3/4) of a mile on each side of each fixed-route.

SUBSCRIPTION SERVICE – Trips that are considered as being consistent and recurring (at least twice per week with the same origin and/or destination) where continuation will extend over a period of at least 90 days.

TEMPORARY ELIGIBILITY – Individual is not able to use accessible fixed-route transit at this time, however the condition or circumstance(s) leading to eligibility is reasonably expected to change in the future. For a limited period of time, such as a broken limb that prevents a person to be able to walk to a JAC fixed-route bus stop, the individual is typically eligible to use JAC Assist paratransit service for all trips.

TRIP-by-TRIP ELIGIBILITY – Individual is not able to use accessible JAC fixed-route service for certain trips due to architectural and/or environmental barriers. The individual is eligible to use JAC Assist paratransit service for those specific trips identified by JAC Assist.

UNCONDITIONAL USE ELIGIBILITY – Individual is not able to use accessible JAC fixed-route transit under any circumstances and is eligible for all trips on JAC Assist paratransit service.

VISITOR – Someone who does not reside in the jurisdiction served by JAC or JAC Assist.

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Jump Around Carson Schedule Rerouting and Policy Revisions



Presented by Dan Kelsey



1

Agenda

- Discuss bus routes that could potentially be affected by heavy snow conditions.
- Point out alternative stops or routes if impacted by heavy snow.
- JAC Fixed Route and Assist Policy Revisions
- Questions & comments



2

Introduction

Jump Around Carson Transit Services faces challenges during the winter seasons due to snowy roadway conditions. JAC Fixed Route and JAC Assist will maintain a level of service commitment to our community while maintaining safety for JAC drivers and passengers during inclement weather..

3

Area with Challenges During Heavy Snow

Route 1 - Carson Tahoe Cancer Center Parking Lot

Challenge - Parking lot at Cancer Center is a private lot and is not always cleared of snow. Buses may be stuck in lot if snowed in.

Alternative - Utilize bus stop on Medical Parkway that is located on cleared roadway outside parking lot entrance.

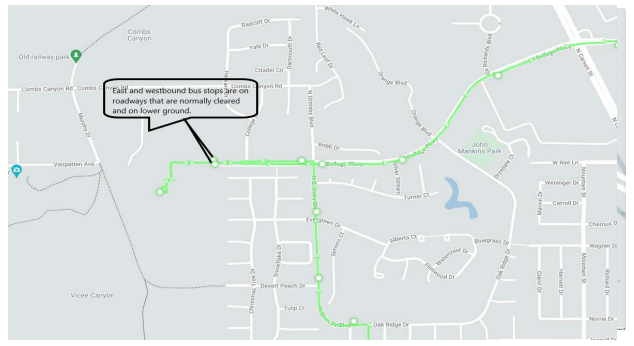
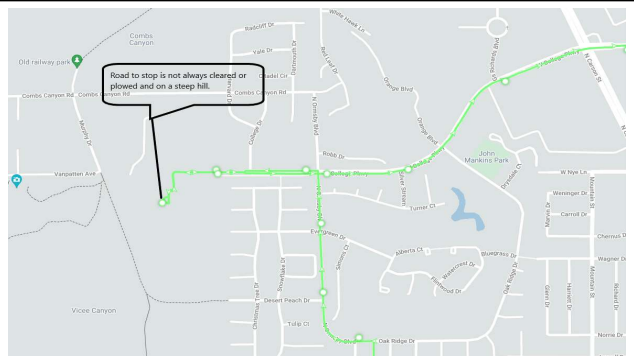
4

Area with Challenges During Heavy Snow

Route 2A - Western Nevada College main entrance road.

Challenge - College main entrance roadway is on a steep hill. Roadway can be challenging for buses to go up or down in snowy conditions. Upper portion of road beyond fire station is not normally cleared of snow.

Alternative - Utilize both eastbound and westbound stops at the lower portion of the hill. Lower portion of this roadway is kept clear for emergency vehicles at Fire Station located on the hill.



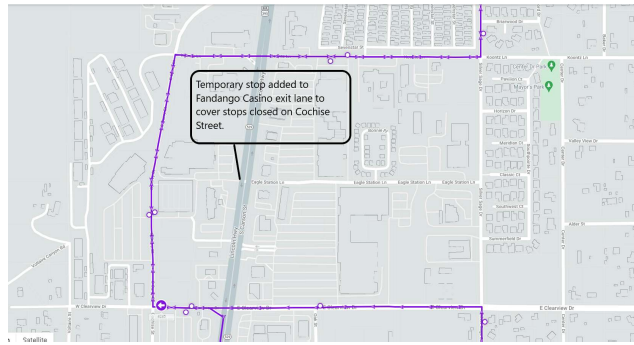
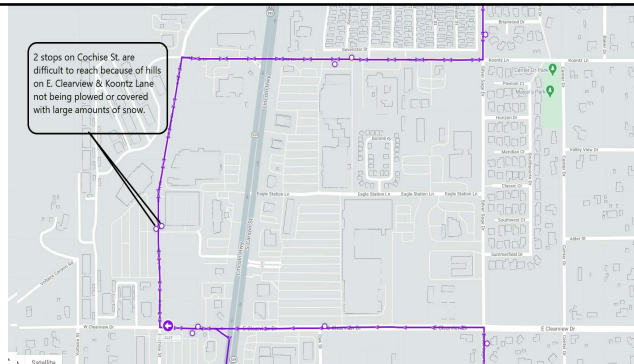
5

Area with Challenges During Heavy Snow

Route 2B - Fandango: Two stops on Curry St.

Challenge - Koontz Ln. and E. Clearview west of S. Carson St. are both hills that are not always cleared of snow. Buses have difficulty going up or down hills.

Alternative - Create temporary stops on South Carson Street for northbound & southbound stops. Utilize exit lane into Casino Fandango as a temporary stop.



6

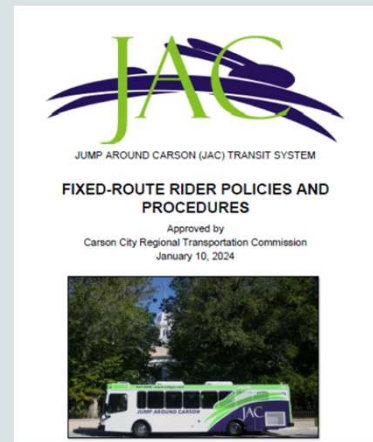
Snow Route Summary

JAC Service will still operate when it is snowing. Bus stop closures will be assessed on day-by-day basis by JAC leadership during snow events. Alternate routes can be utilized without impacting customer ridership. Changes to normal routing will be made by JAC team on daily basis according to road conditions.

7

JAC Fixed-Route Policy Revisions

- **Incorporation of snow schedules and route adjustments**
- **Changes to general rules and carry on items**
 - **Passenger hygiene**
 - **Bicycles and personal belongings**
- **Misc. updates**



8

JAC Assist
ADA Paratransit
Policy Revisions

- **Added section on mobility devices and other personal belongings**
- **Added a NO-PAY section**
- **Slight expansion of the JAC Assist Extended Service Area**
- **Misc. updates for clarification**

Questions / Comments ?



JAC Assist
ADA Complementary Paratransit
Policies & Procedures

Approved by
Carson City Regional Transportation Commission
August 11, 2010

RTC Approved Revision : January 10, 2024

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STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** January 10, 2024

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding (1) approval of Interlocal Contract CETS # 28673 (“Contract”) between the State of Nevada acting by and through its Department of Health Care Financing and Policy (“DHCFP”) and Carson City Regional Transportation Commission (“RTC”) allowing for partial reimbursement for Medicaid-eligible paratransit services for a not to exceed amount of \$51,721.50; and (2) authorization for the Transportation Manager to sign the Contract and future extensions of time and/or changes in funding amounts not exceeding 10% of the present amount.

Staff Summary: The State of Nevada's Department of Health and Human Services, through the DHCFP, provides reimbursement to agencies for transportation services provided to Medicaid-eligible recipients. The Contract allows RTC to seek reimbursement from DHCFP for expenses related to paratransit transportation services provided by Jump Around Carson (“JAC”) to Medicaid-eligible recipients for non-emergency transportation trips. The Contract term will begin July 1, 2024, and expires on June 30, 2028.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the Contract, as presented and to authorize the Transportation Manager to sign the Contract and future amendments regarding extensions of time and changes in funding not exceeding 10% of the present amount.

Board's Strategic Goal

N/A

Previous Action

N/A

Background/Issues & Analysis

The RTC has been receiving partial reimbursement for transportation services provided to Medicaid-eligible recipients on JAC Assist from DHCFP for more than a decade. The terms of this Contract are consistent with the terms of previous contracts. RTC’s approval of the Contract allows RTC to continue to seek reimbursement for the portion of paratransit expenses provided for Medicaid-eligible, non-emergency transportation trips. These types of Medicaid programs provide transportation to and from medically necessary appointments, such as doctor visits and dialysis treatments. The funds originate

from a federal grant issued to the State of Nevada, and they cover a portion of JAC’s paratransit expenses not covered by other federal grants.

DHCFP will reimburse RTC up to a not to exceed amount of \$51,721.50. This amount is based on the recent average reimbursement requests made by RTC which is determined based on the number of rides given to eligible Medicaid recipients. As part of the Contract, RTC provides ridership and expense data for eligible paratransit services, and issues payment to DHCFP for the local match portion of the grant. In return, DHCFP subsequently verifies provided data, addresses federal requirements, and issues a return payment for the amount of local match plus the approved, eligible federal share. There is effectively no local match required for this funding. If the number of Medicaid-eligible riders increases, the RTC will request an amendment to this Contract to increase the not to exceed amount to reflect the current number of Medicaid-eligible riders.

The current contract with DHCFP, approved in October 2013, expires June 30, 2024. This Contract will begin July 1, 2024, and expire on June 20, 2028.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180 and 277A.270

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Transit fund, State Grants Account / 2253081-434010.

Is it currently budgeted? Yes

Explanation of Fiscal Impact:

DHCFP reimbursements have been included in the fiscal year (“FY”) 2024 budget in the State Grants revenue account, 2253081-434010. DHCFP will reimburse RTC a maximum of \$51,721.50 over a four-year period beginning in FY 2025. Future DHCFP reimbursement estimates will be included in the State Grants account, 2253081-434010, in subsequent FY budgets.

Alternatives

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

Attachment(s):

[5C_RTC_Exhibit 1-28637 RTC Carson City Contract.pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

CETS #:	28637
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Timothy Ryan, Certified Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	dhcfppcu@dhcfp.nv.gov

Public Entity #2:	Carson City Regional Transportation Commission
Address:	3505 Butti Way
City, State, Zip Code:	Carson City, NV 89701
Contact:	Christopher Martinovich
Phone:	775-287-0470
Fax:	
Email:	cmartinovich@carson.org

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	28637
Agency Reference #:	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2024	To:	June 30, 2028
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	BUSINESS ASSOCIATE ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$51,721.50
-------------------------------	-------------

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	28637
Agency Reference #:	

B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed 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.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	28637
Agency Reference #:	

19. **PUBLIC RECORDS.** 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 made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** 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 Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in **Section 6, Incorporated Documents.**
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	28637
Agency Reference #:	

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

 Authorized Signature _____ Date _____ Title _____

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
 DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

 Stacie Weeks, JD, MPH _____ Date _____ Administrator _____
 _____ Title _____

APPROVED BY BOARD OF EXAMINERS

 Signature – Board of Examiners

On: _____

 Date

Approved as to form by:

 Deputy Attorney General for Attorney General _____

 On: _____

 Date

**ATTACHMENT A
SCOPE OF WORK**

**NON-EMERGENCY TRANSPORTATION
CERTIFIED PUBLIC EXPENDITURES**

This Agreement between the Carson City Regional Transportation Commission (RTC) and the Division of Health Care Financing and Policy (DHCFP) provides funds for the state's share to support paratransit services for Medicaid eligible recipients.

RTC agrees to:

1. Provide paratransit services for Medicaid eligible paratransit recipients as described and limited to the conditions in the Nevada Medicaid State Plan, Attachment 3.1-A, Section 9, Medicaid Services Manual and this agreement between RTC and DHCFP. Services will be provided to Medicaid eligible recipients who have been assessed and deemed eligible for paratransit rides, and written documentation of those recipients will be provided to DHCFP monthly. Written documentation will include each Medicaid recipient's name, Medicaid number, number of eligible completed paratransit trips, date and time of the trip, location and destination of the trip, and the cost associated with providing the paratransit services.
2. Accept trip bookings from DHCFP's Non-Emergency Transportation (NET) broker, and keep those appointments, providing appropriate paratransit transportation for eligible Medicaid recipients to and from their medically necessary appointments.
3. Voluntarily transfer the non-federal share of the costs associated with said services to DHCFP. Payments made by RTC shall be derived from general tax revenues or other general revenues and shall not be derived from any other impermissible source of funding for the non-federal share such as recycled Medicaid payments, Federal dollars excluded from use as State match, and impermissible taxes.
4. The books, records, documents, financial statements and accounting, health care provider credentials, procedures, and practices of RTC or any subcontractor relevant to this Agreement shall be subject to inspection, examination and audit by DHCFP, the Attorney General of the State of Nevada, the State Legislative Auditor, the Comptroller General of the United States, Health Care Financing Administration, or any authorized or delegated representatives of these entities.
5. In the event that audit results in findings that the federal funds were obtained or paid incorrectly for any services provided under this Agreement, and those findings require repayment of such funds, RTC shall repay within 60 days of the findings. Repayment by RTC may be obtained through offset of future payments, by offset of other payments due to RTC from DHCFP.
6. The cost-based rate is calculated annually using the RTC annual operating budget and service utilization forecast and an applicable 10% indirect cost rate. RTC shall submit an annual operating budget and service utilization forecast to the Department of Taxation at least 60 days before the start of the next fiscal year. The budget forecast must reflect a projection for allowable, necessary, and proper direct cost in providing services. The cost-based rate is calculated as follows:

- a. Direct costs include the costs for fuel, tires, and subcontracted costs that are directly related in providing the non-emergency transportation services. These costs shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance.
 - b. Total direct costs (Item a) are reduced by any federal grant funds received for the same services to arrive at the net allowable direct costs.
 - c. Indirect costs are determined by applying a 10% indirect cost rate to the net allowable direct costs (Item b).
 - d. Net allowable costs is the sum of the net allowable direct costs (Item b) and indirect costs (Item c).
 - e. The cost-based rate is the net allowable costs (Item d) divided by the total forecasted transportation service utilization.
7. Pay upon receipt, the Inter-Governmental Transfer (IGT) invoice from DHCFFP. Payment shall be received by DHCFFP prior to DHCFFP making the total computable payment to RTC. Once IGT is received from RTC, an audit of paratransit ride data will be performed by DHCFFP to determine the Total Computable amount due to RTC. Any federal funds paid by DHCFFP to RTC through DHCFFP's NET broker during the contract term will be deducted from the Total Computable amount due to RTC.
 8. Accept DHCFFP's reimbursement in full and to not bill, accept, or retain payments for any additional amount except as permitted by federal law for third party insurance billings.
 9. Be exclusively responsible for data supplied by RTC upon which claims are submitted, eligibility is determined, or payment is received on RTC's behalf. RTC agrees not to assign, transfer, or delegate any rights, obligations, or duties under this agreement without the prior written consent of DHCFFP.

DHCFFP agrees to:

1. Work with RTC and the federal government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of the Title XIX and Title XXI funds for allowable costs and services.
2. Provide RTC applicable guidance and documentation related to the utilization of Title XIX and Title XXI funding for paratransit activities.
3. Provide RTC data reports as required and/or requested by RTC.
4. Bill RTC an IGT amount calculated from reports from DHCFFP's NET broker, which will track the rider count for the reporting time period.
5. Reimburse RTC upon receipt of accurate claims, the total computable amount which includes the current Federal Medical Assistance Percentage (FMAP) for Medicaid-eligible recipients receiving eligible paratransit services. The federal funds shall be passed to RTC after the non-federal share of the costs are transferred to DHCFFP.

Both parties agree to:

1. All services rendered under this Agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the American with Disabilities Act, as amended and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap. If RTC is found to be in non-compliance, RTC agrees to reimburse DHCFP for any repayment of funds and/or penalties that were provided under the terms of this contract.
2. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. As determined by DHCFP, in the event sufficient funds are not available for any reason, DHCFP shall not be obligated to make any payments to RTC under this Agreement. DHCFP will notify RTC of the insufficient funds upon making that decision. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide RTC with a right of payment over any other entity. If payments which are otherwise due to RTC under this Agreement are deferred because of the unavailability of sufficient funds, such payments will be made to RTC if sufficient funds later become available.
3. Comply with all applicable local, state, and federal laws in carrying out the obligations of this Agreement, including all federal and state accounting procedures and requirements.
4. Agree that existing services to qualified individuals will be maintained in a manner to prevent the transfer of responsibility for services for such individuals from the State of Nevada to any other public agency in the state.

ATTACHMENT B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Covered Entity"

and

Carson City Regional Transportation Commission
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, the Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a Contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
 1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 2. **Contract** shall refer to this Addendum and that particular contract to which this Addendum is made a part.
 3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
 - b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
 - c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** January 10, 2024

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: Transportation Manager's Report

Agenda Action: Other / Presentation **Time Requested:** 5 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

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

(Vote Recorded By)

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STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** January 10, 2024

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: November Street Operations Report

Agenda Action: Other / Presentation **Time Requested:** 5 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[6B_RTC_Exhibit 1-RTC Street Operations Report.pdf](#)

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



Carson City Regional Transportation Commission
Item for Commission Information

RTC Meeting Date: January 10, 2024
To: Regional Transportation Commission
From: Greg King, Street Supervisor
Date Prepared: December 7, 2023
Subject Title: Street Operations Activity Report
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of October 2023**

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Crack Seal Operation (blocks of sealant used)	0	410
Street Patching Operation (tons of asphalt)	88	430.5
Pot Holes Repaired	51	312

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Tree Pruning Operations	85	153
Tree Removal	8	19
Tree Replacement	0	0
Tree Care Chemical Treatment (gallons)	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	3023	8,827

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Concrete Poured (yards)	37	189
Curb & Gutter (linear feet)	254	1,114
Sidewalk & Flat Work (sq/ft)	1,112	6,449
Wheel Chair Ramps	0	0
Misc.	28 ft	40

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Dirt Road Work/Misc	0	357
Shoulder Work on Asphalt Roads (feet)	393	1,750
Debris Cleaned	1	95

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Sediment Removed from Ditches (yards)	133.5	284
Lineal foot of ditch cleared	725	2,204
Pipe Hydro Flushed (linear feet)	40	1,007

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
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Curb Miles Swept	378.7	2,806
Material Picked Up (yards)	303	2,211
City Parking Lots Swept	5	7

Trucking Bins

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Bins Hauled for Waste Water Treatment Plant (yards)	32	170
Bins Hauled for Sweeping Operation (yards)	10	228
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Banner Operations Carson Street	4	20
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	223
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Signs Made	7	109
Signs Replaced	12	42
Sign Post Replaced	8	20
Signs Refurbished/Replaced due to Graffiti Damage	0	4
Delineators Replaced	0	7
Cross Walks Painted	0	67
Stop Bars Painted	2	58
Yield Bars Painted	1	33
Right Arrows Painted	0	2
Left Arrows Painted	0	3
Straight Arrows Painted	0	2
Stop (word) Painted	0	0
Only (word) Painted	0	0
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	9	39
Curb Painted (linear feet)	1182	4972

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	FYTD
Snow and Ice Control	0	0
Sand/Salt mixture applied (Yards)	0	0
Brine mixture applied (Gallons)	0	0
Rain Event/Flood Control	0	0
Drainage Inlets Cleared	0	0
Material removed from S/D system	0	0
Wind	0	0



STAFF REPORT

Report To: Regional Transportation Commission **Meeting Date:** January 10, 2024

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: Other Comments and Reports

This item may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to the RTC, project status reports, and comments or other reports from the RTC members or staff.

Agenda Action: Other / Presentation **Time Requested:** 10 minutes

Proposed Motion

N/A

Board's Strategic Goal

N/A

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Attachment(s):

[6C_RTC_Exhibit 1-Project Status Report.pdf](#)

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

(Vote Recorded By)



**Carson City
Regional Transportation Commission
Capital Project Information**

Report Date: January 10, 2024

To: Regional Transportation Commission

From: Chris Martinovich, Transportation Manager

Subject: Bi-Monthly Capital Project Status Report for the Commission's Information

Project Name	*Project Cost to Date	Page #
P303518008 - Freeway Multi-Use Path to Edmonds Sports Complex	\$1,346,962	2
P303519009 - Roop Street Rehabilitation Project	\$115,685	3
P303521001 - Colorado Street CDBG Pavement Project	\$3,877,082	4
P303521008 - District 3 E. 5th Street Reconstruction Project	\$436,535	5
P751021001 - East William Complete Streets Project	\$2,093,557	6
P303522005 - DMV Multi-Use Path Project	\$66,327	7
P751021002 - Appion Way Traffic Signal and Intersection Improvement Project	\$226,283	8
P303523001 - Desatoya ADA Improvements CDBG	\$322,325	9
P303523003 - District 5 – Medical Parkway Preservation Project	\$480,712	10
P303523002 - District 5 – Winnie Lane Reconstruction Project	\$82,764	11
P303523005 - SRTS – Vulnerable User Pedestrian Safety Improvement Project	\$65,168	12
P303524001 - District Pavement Improvements - ARPA	\$45,747	13
P303524002 - District 1 – Carmine Street Rehabilitation Project	\$0	14
P303524003 - District 1 – N Lompa Lane Preservation Project	\$2,637	15
P303524004 - District 1 – College Pkwy & Airport Road Pavement Preservation Project	\$760	16
P751023003 - FTA/RACC Downtown Sidewalk and Pedestrian Improvement	\$47,972	17
TOTAL	\$9,210,515	

*As of January 3, 2024; includes design, construction management, and construction costs to date.

Project Name: Freeway Multi-Use Path to Edmonds Sports Complex
Project Number: P303518008
Department Lead: Public Works

Project Cost to Date	\$1,346,962	As of Date	Grant Funded	Total Budget
		January 3, 2024	Yes	\$2,153,256
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-TAP)	FY20	\$2,045,593
2503035	507010	RT Fund	FY20	\$107,663

Project Description

Project Length	2.3 miles of multi-use path.	TIP I.D.	CC20180015
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This project will construct a multi-use path and associated improvements between Colorado Street and the Edmonds Sports Complex. The path will be located along the freeway along the edge of the right-of-way.

Project Justification

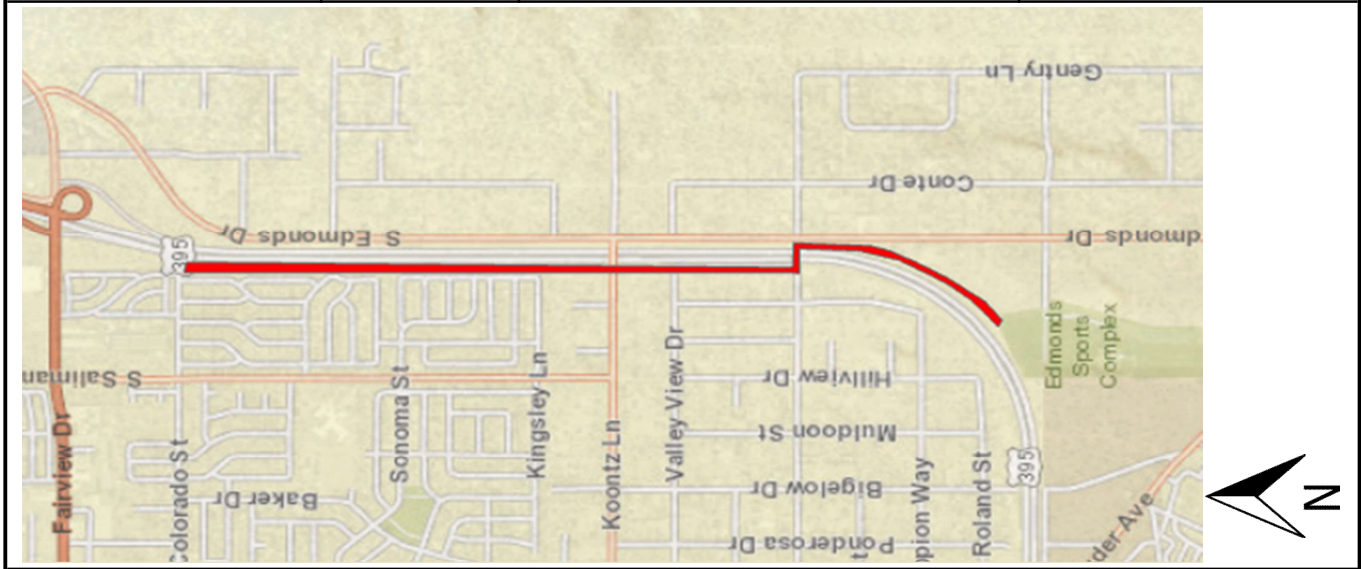
This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

The project construction has nearly completed. The contractor is completing final signing and striping. Work is anticipated to be completed by February with only punch list items remaining.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-20	Oct-22	Sep-19
Construction	Aug-23	Spring-24	May-23



Project Name: Roop Street Rehabilitation Project
Project Number: P303519009
Department Lead: Public Works

Project Cost to Date	\$115,685	As of Date	Grant Funded	Total Budget
		December 26, 2023	No	\$1,574,702
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY19	\$79,000
2535005	507010	V&T Infrastructure Fund	FY20	\$562,000
2535005	507010	V&T Infrastructure Fund	FY23	\$280,000
5103205	507010	Wastewater Utility Fund	FY21	\$465,000
5203505	507010	Water Fund	FY 22	\$93,702
2503035	507010	RT Fund	FY21	\$95,000

Project Description

Project Length	0.2 miles (1,200 feet) of full roadway reconstruction.	TIP I.D.	CC20220008
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This project includes the reconstruction of Roop Street, between East 5th Street and East Musser Street. The project improvements also include the repair and construction of sidewalk infrastructure to improve connectivity and meet Federal Americans with Disabilities (ADA) standards.

Project Justification

This route provides a critical north-south access connection to the Carson City Public Safety Complex. The pavement is in very poor condition and pedestrian facilities do not meet ADA standards.

Project Status

No activities. Staff plan to review and revise the scope of the project and hire a consultant to complete the design. For discussion at a future RTC meeting.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Aug-19	Feb-22	N/A
Construction	TBD	TBD	N/A



Project Name: Colorado Street CDBG Pavement Project
Project Number: P303521001
Department Lead: Public Works

Project Cost to Date	\$3,877,082	As of Date	Grant Funded	Total Budget
		December 26, 2023	Yes	\$4,414,404
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
5203505	507010	Water Fund	FY 22	\$1,840,240
2750620	507010	Grant Fund (Federal-CDBG)	FY 21	\$340,868
2750620	507010	Grant Fund (Federal-CDBG)	FY 22	\$234,237
2533035	507010	V&T Inf. Fund (Federal-STBG)	FY 20	\$1,491,292
2535005	507010	V&T Infrastructure Fund	FY 21	\$177,767
6037510	507010	Redevelopment Capital	FY 22	\$330,000

Project Description			
Project Length	0.83 miles (4,400 feet) of roadway rehabilitation and ADA improvements.		TIP I.D.
			CC20200012

This project is for ADA and roadway improvements along Colorado Street between S. Carson Street and Saliman Road. It includes pavement rehabilitation and reduction, ADA upgrades, and construction of missing sidewalk links near California and Idaho Streets.

Project Justification

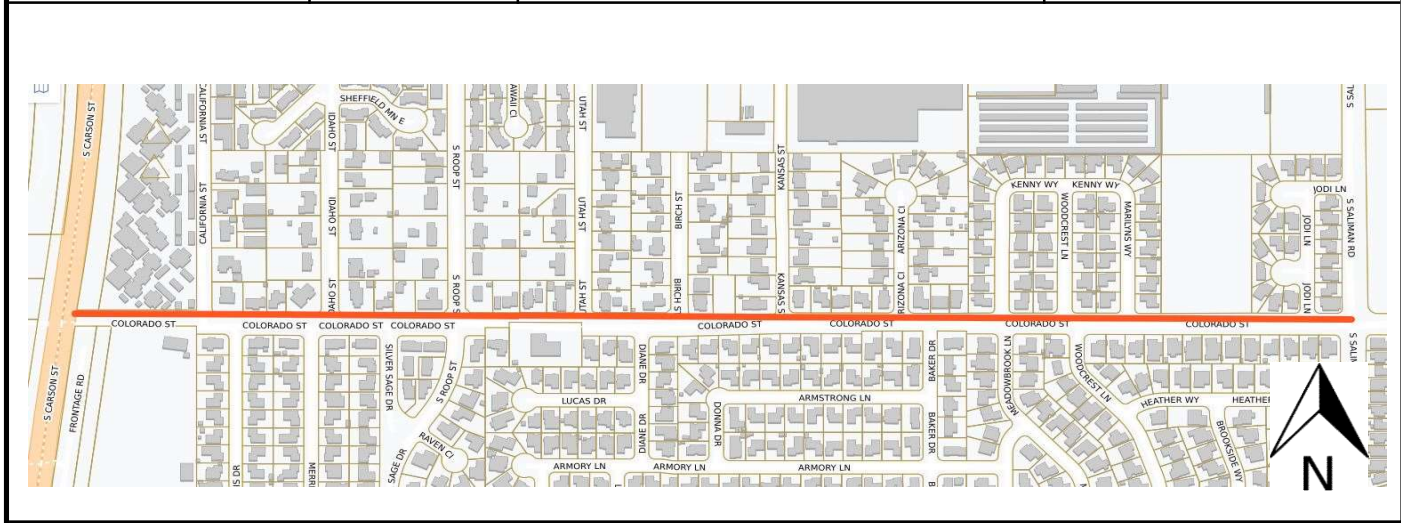
There are missing and incomplete sections of sidewalk along Colorado Street as well as ADA deficiencies in the corridor. The existing pavement condition is poor and in need of rehabilitation. There are known concerns along Colorado Street including speeding, difficulty backing out of driveways, and high maintenance costs associated with the wide pavement area. This project was awarded a CDBG grant for ADA improvements. Project costs are being supplemented with Federal STBG and V&T Infrastructure funding.

Project Status

Construction has reached substantial completion. The contract is being closed out. Final invoices are being processed and release of retention is pending.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-20	Nov-21	Jan-21
Construction	Mar-23	Oct-23	Feb-22



Project Name: District 3 E. 5th Street Reconstruction Project
Project Number: P303521008
Department Lead: Public Works

Project Cost to Date	\$436,535	As of Date	Grant Funded	Total Budget
		December 26, 2023	Yes	\$2,583,937
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$646,000
2503035	507010	RT Fund (Federal-STBG)	FY 22	\$1,122,881
2503035	507010	RT Fund (Federal-HIP)	FY 22	\$259,119
2533035	507010	V&T Infrastructure Fund	FY 22	\$108,200
5203035	507010	Water Fund	FY 22	\$447,737

Project Description

Project Length	1.2 Miles of rehabilitation and preservation	TIP I.D.	CC20210001
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This project was directed by the RTC board on May 10, 2023, to revise the project scope as the following. E. 5th Street between Carson River Road and Marsh Road will have pavement reconstruction, pavement rehabilitation, a new right-turn lane (intersection of Carson River Road and 5th Street), waterline enhancements, ADA curb ramp improvements, curb, gutter and sidewalk reconstruction, multi-use path enhancement, drainage, landscaping, and utility cover adjustments. Improvements to the roundabout at 5th Street and Fairview Drive have been postponed until additional funding can be secured.

Project Justification

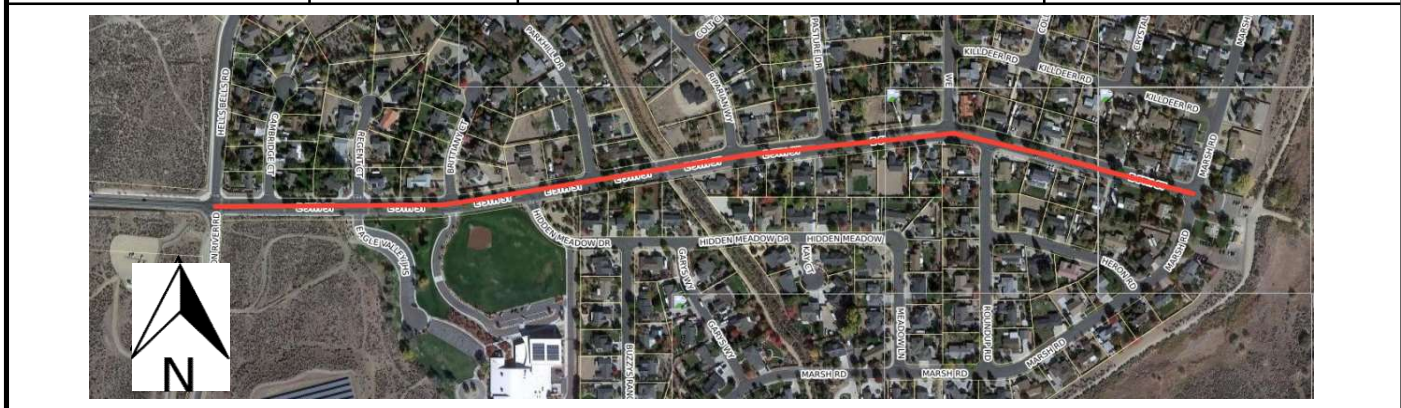
The project is a transportation infrastructure projects for Pavement Performance District 3. It was identified as being a Major Rehabilitation/Reconstruction Project due to the deteriorating pavement condition and includes a combination of rehabilitation and pavement preservation treatments. The project also includes an expansion of the 5th Street / Fairview Drive Roundabout to enhance access to the neighborhood and relieve congestion. Improvements along E. 5th Street will improve pedestrian safety for children and families walking to and from Eagle Valley Middle School as identified in the 2020 Safe Routes to School Master Plan. Lastly, the Water Utility Division has identified the need to replace the waterline along E. 5th Street. This replacement will be included as a component of the project.

Project Status

Bids for the project will be opened the second week of January with award anticipated at the February RTC meeting.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-21	Oct-23	8/5/2021
Construction	Jun-24	2024	8/30/2023



Project Name: East William Complete Streets Project
Project Number: P751021001
Department Lead: Public Works

Project Cost to Date	\$2,093,557	As of Date	Grant Funded	Total Budget
		January 3, 2024	Yes	\$21,400,047
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2453028	501210	CAMPO	FY 22	\$100,000
3100615	507010	Infrastructure Fund (RAISE)	FY 23	\$9,300,000
3100615	507010	Infrastructure Fund	FY 22/23/24	\$4,459,260
6037510	507010	Redevelopment Capital	FY 22/23	\$385,000
2503082	431010	Federally Directed Spending	FY 23	\$2,000,000
		Water / Sewer / Stormwater	FY 23/24	\$5,155,787

Project Description			
Project Length	1.5 Miles of complete streets improvements		TIP I.D.
			CC20210005 CC20220005

The project limits are along East William Street between North Carson Street and the interchange of I-580. The project will include roadway resurfacing and the addition of Complete Streets improvements such as sidewalks, bike lanes, transit stops, and landscaping. The project is being completed in three phases; a feasibility study, engineering design, and construction.

Project Justification

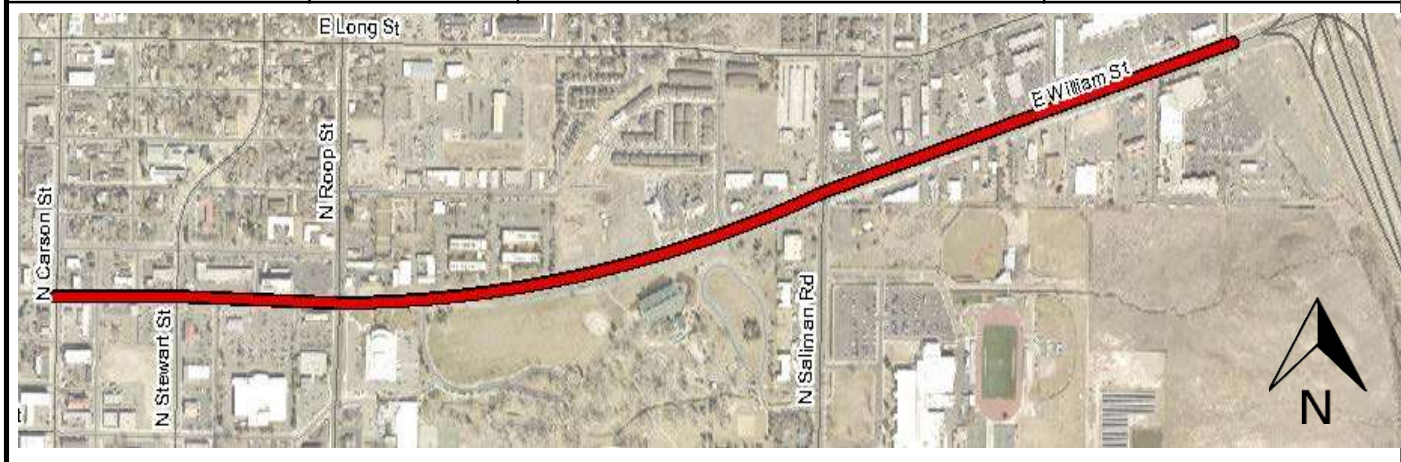
William Street is wide, with traffic moving at higher speeds, and there are few bicycle or pedestrian amenities. In some sections, there are no sidewalks. While traffic has decreased since the completion of the freeway, crashes have increased. Blocks are long, and intersections with protected pedestrian crossings are infrequent. The result is a vehicle focused corridor with minimal accommodations for pedestrians and bicyclists. The project was awarded a RAISE Grant for \$9.3 Million. This competitive grant awarded by the US Department of Transportation will support project roadway and complete street improvements.

Project Status

The 100% design for the project is complete. The right-of-way phase is underway and will continue through June of 2024. Staff has been discussing the project with many property owners and businesses over the past several weeks. NV Energy is still developing the agreement to underground utilities that are currently overhead between Carson and Saliman.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Nov-21	Aug-23	NA
Construction	Aug-24	Dec-25	TBD



Project Name: DMV Multi-Use Path Project
Project Number: P303522005
Department Lead: Public Works

Project Cost to Date	\$66,327	As of Date	Grant Funded	Total Budget
		January 3, 2024	Yes	\$2,040,212
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$81,500
2503035	507010	RT Fund (Federal TAP / CRP)	FY 22	\$1,858,712
2105050	507010	Parks Capital Projects Fund	FY 22	\$100,000

Project Description

Project Length	0.37 miles of new paved path; 7 miles rehabilitated path	TIP I.D.	CC20210009
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This project is for the construction of a new paved multi-use path south of the DMV, from the end of the Linear Ditch Trail, along Governors Field on Roop Street, to S. Carson Street. The project also includes the rehabilitation of up to 7 miles of existing city-wide multi-use pathways.

Project Justification

This project is in line with the City’s Unified Pathways Master Plan and goals from the CAMPO 2050 Regional Transportation Plan. The project is 95% funded through a competitive TAP grant, awarded by NDOT.

Project Status

The design has been completed and final plans have been submitted to NDOT. There are no further wildlife actions required. Construction is still planned to begin in Spring/Summer 2024. Staff is working with Nevada State Lanes to obtain an easement through the parcel south of the DMV. The project cannot proceed without this easement.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jul-22	Dec-23	1/11/2022
Construction	Spring 2024	Fall 2024	TBD



Project Name: Appion Way Traffic Signal and Intersection Improvement Project
Project Number: P751021002
Department Lead: Public Works

Project Cost to Date	\$226,283	As of Date	Grant Funded	Total Budget
		December 26, 2023	No	\$1,706,400
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 22	\$58,000
6037510	507010	Redevelopment Capital	FY 22 / FY 24	\$300,000
2503082	431010	Federally Directed Spending	FY 23	\$1,100,000
2503082	475100	Developer Contribution	FY 22	\$248,400

Project Description

Project Length	New signal at S. Carson Street and Appion Way	TIP I.D.	CC20220001
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Construction of a new traffic signal and intersection improvements at the intersection of S. Carson Street and Appion Way in Carson City. This project will design the signalized intersection to operate as a three-leg intersection in the near-term, and a four-leg intersection in the long-term with minimal geometric and traffic signal modifications required to the existing intersection when the fourth leg is constructed. The future leg of this intersection will connect a new frontage road to Snyder Avenue.

Project Justification

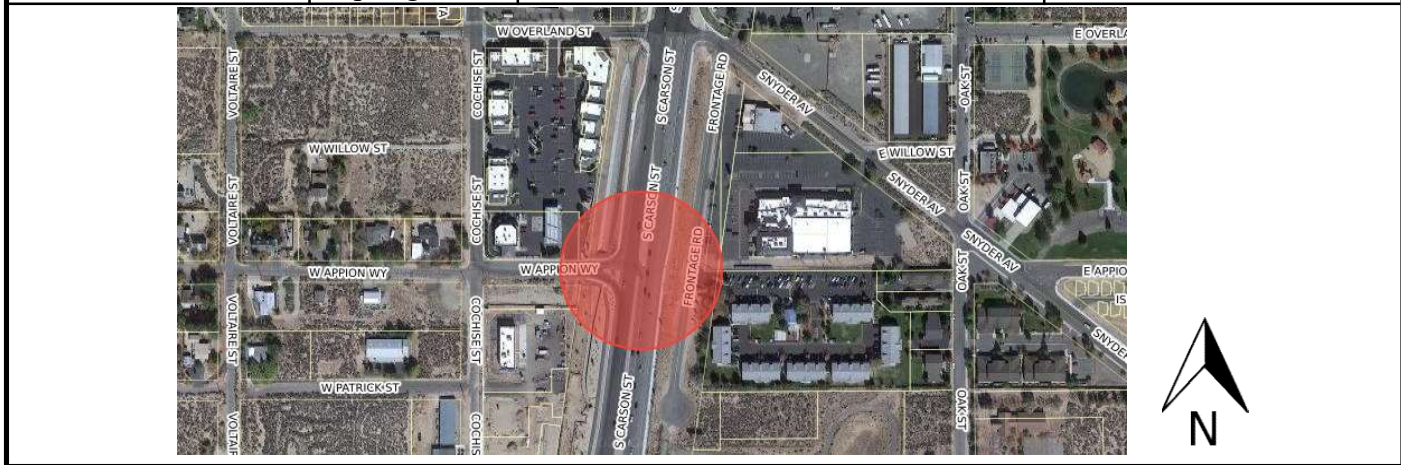
Providing a new signalized crossing of S. Carson Street at W. Appion Way will help facilitate future traffic volumes including anticipated traffic from approved development. This project would accommodate left turns from W. Appion Way and improve emergency response time to the west side of S. Carson Street from Carson City Fire Station 51.

Project Status

The 100% design plans are complete and staff is actively seeking to establish a formal agreement to facilitate the completion of the design for the fourth leg. There has been no movement on this agreement since September. Staff is also working with a consultant to complete the NEPA for the project following Department of Housing and Urban Development federal requirements. Progress for this continues.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Apr-22	Jun-23	NA
Construction	Spring 2024	Fall 2024	TBD



Project Name: Desatoya ADA Improvements CDBG
Project Number: P303523001
Department Lead: Public Works

Project Cost to Date	\$322,325	As of Date	Grant Funded	Total Budget
		December 26, 2023	Yes	\$357,800
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750620	507010	Grant Fund (Federal-CDBG)	FY 23	\$330,000
2503035	507010	RT Fund	FY 23	\$27,800

Project Description

Project Length	Two intersections	TIP I.D.	No
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Project improvements include replacing existing and reconstructing new pedestrian curb ramps to be ADA compliant, replacing substandard or hazardous sidewalks, ensuring pedestrian landing areas are ADA compliant, enhancing crosswalk safety at intersections, and associated roadway pavement and drainage replacement as needed in areas where curb and sidewalk are being reconstructed. Improvements are at the intersections of La Loma Drive, and Monte Rosa Drive.

Project Justification

Improvements in this area would improve pedestrian safety for children and families walking to and from nearby schools and commercial areas. Desatoya Drive is utilized by children accessing Empire Elementary School and Eagle Valley Middle School. The road was identified in the 2020 Safe Routes to School Master Plan as one of several projects aimed at enhancing safety and connectivity for students.

Project Status

The project is complete and all invoices have been paid. Remaining RT funding of \$27,800 will be returned to the Regional Transportation Safety Project. Remaining CDBG funding will return to the State of Nevada. This project will be removed from the project status report.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Feb-23	N/A
Construction	May-23	Fall 2023	Apr-23



Project Name: District 5 – Medical Parkway Preservation Project
Project Number: P303523003
Department Lead: Public Works

Project Cost to Date	\$480,712	As of Date	Grant Funded	Total Budget
		January 3, 2024	Yes	\$670,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 23	\$420,000
2750600	507010	ARPA	FY 23	\$250,000

Project Description

Project Length	1.4 miles of slurry seal	TIP I.D.	No
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This is a pavement preservation project (Type 3 Modified Slurry Seal) of Medical Parkway between Carson Street and around the Medical Parkway loop. Pavement preservation is also planned for Silver Oak Drive, Presti Lane, and Vista It also includes some curb ramps modifications, pavement patching, and striping.

Project Justification

Medical Parkway provides access to the Carson Tahoe Hospital and commercial areas. Completing a pavement preservation treatment will maintain existing pavement life and avoid rapid deterioration of this collector roadway which provides the primary access to several medical facilities. In early 2022, the Board of Supervisors allocated ARPA funding to preservation of local roads in each performance district. a portion of the project includes preservation using ARPA funds.

Project Status

The project is completed and final invoices have been paid. Release of retention is still pending.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Jan-23	N/A
Construction	May-23	Sep-23	Jun-23



Project Name: District 5 - Winnie Lane Reconstruction Project
Project Number: P303523002
Department Lead: Public Works

Project Cost to Date	\$82,764	As of Date	Grant Funded	Total Budget
		December 26, 2023	No	\$920,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2535005	507010	V&T Infrastructure Fund	FY 23	\$920,000

Project Description

Project Length	0.31 mi. of roadway rehabilitation and ADA improvements.	TIP I.D.	CC20210008
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This project is for roadway improvements and upgrades in compliance with the American with Disabilities Act (ADA) along Winnie Lane between S. Carson Street and Mountain Street. It includes pavement rehabilitation, ADA sidewalk upgrades, replacement of deteriorated curb, gutter, and sidewalk, crosswalk enhancements, and minor utility improvements.

Project Justification

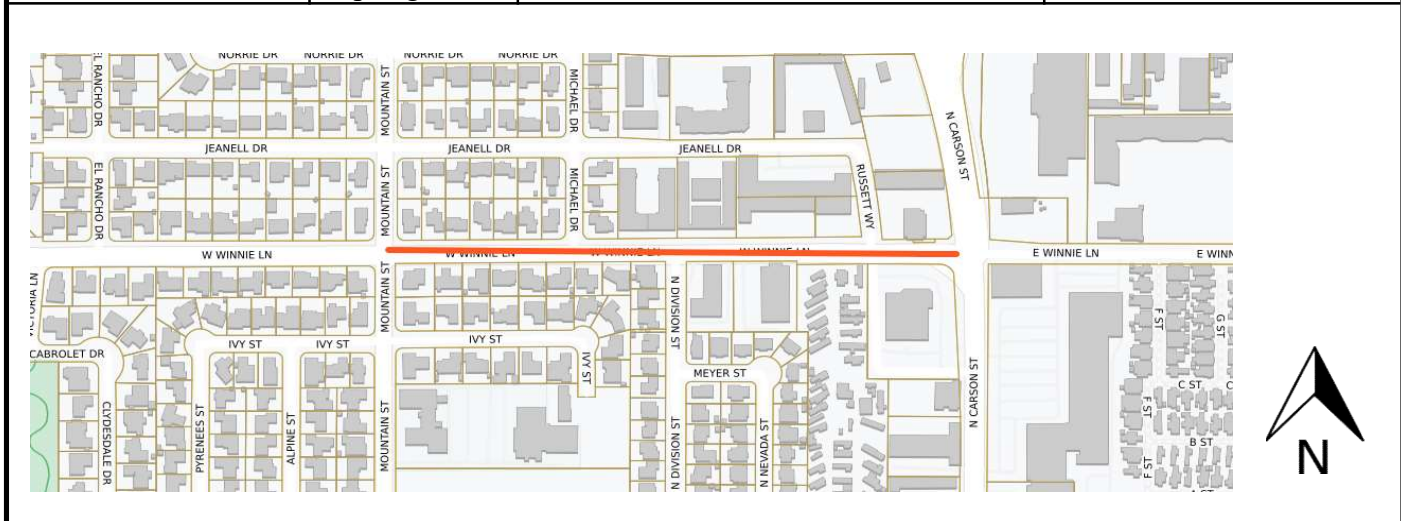
This section of Winnie Lane serves as a crucial link for connecting residential areas, local businesses, and public schools. However, the pavement has a Pavement Condition Index (PCI) of 52 (poor condition), and the pedestrian facilities fail to meet the ADA standards. Pavement reconstruction and ADA updates are required.

Project Status

The consultant has completed 100% design plans and the project was put out for bid. Bids for the project are expected in early January with discussion for award anticipated by the RTC in February 2024. Additional funding for the project will be required.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-23	Sep-23	N/A
Construction	Spring 2024	Fall 2024	TBD



Project Name: West Carson Vulnerable User Pedestrian Safety Improvement Project
Project Number: P303523005
Department Lead: Public Works

Project Cost to Date	\$65,168	As of Date	Grant Funded	Total Budget
		January 3, 2024	Yes	\$1,250,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503082	431010	Federally Directed Spending	FY 23	\$1,000,000
2503035	507010	RT Fund	FY 23	\$250,000

Project Description

Project Length	0.7 miles of slurry seal and ADA upgrades	TIP I.D.	XS20220006
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This project outlines improvements in sidewalk gap closures, bicycle enhancements, ADA compliant infrastructure, and intersection enhancements. Intersection enhancements may include additional signing or striping, curb ramps and extensions, additional crosswalks, and raised pedestrian crossings. Along with pedestrian and bicycle improvements, roadway improvements will include a preservation treatment. The Project area is between Musser St, Telegraph St, Thomson St, and W 5th Street, which are all in the Carson Middle School and Bordewich Bray Elementary School area.

Project Justification

The proposed project will improve pedestrian and bicycle safety near Carson Middle School and Bordewich Bray Elementary School to promote safe and accessible transportation options for students, staff, and community members. The project aligns with the City's vision of promoting active transportation and creating a safe and healthy community, making it a crucial investment in the safety and well-being of the community and its students. The Project is supported by the Safe Routes to School Master Plan.

Project Status

The project 30% design plans have been completed. Staff is submitting the plans to NDOT the week of January 15. Public outreach is occurring on the project to discuss improvements with individual property owners. Due to escalating costs, the project scope will be scaled back slightly.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Feb-23	Sep-24	Feb-23
Construction	Spring 2025	Fall 2025	N/A



Project Name: District Pavement Improvements - ARPA
Project Number: P303524001
Department Lead: Public Works

Project Cost to Date	\$45,747	As of Date	Grant Funded	Total Budget
		January 3, 2024	Yes	\$2,250,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2750600	507010	ARPA	FY 23	\$2,250,000

Project Description

Project Length	4.7 miles of preservation; 0.19 miles rehabilitation (estm)	TIP I.D.	No
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This pavement preservation and rehabilitation project improves local roads using American Rescue Plan Act funds (ARPA) in Performance Districts 1 through 4. The District 5 ARPA project was completed in 2023 as part of the Medical Parkway Project. The design and construction of Districts 1 through 4 will begin in late 2023 with construction beginning in early 2025.

Project Justification

ARPA funds were allocated by the Board of Supervisors for local road improvements in all City Districts. The projects were selected and approved by the RTC based on the eligible pavement condition index values. District 2 project include; Table Rock Drive, New Ridge Drive, Longridge Drive, and Kennedy Drive with pavement preservation. The District 3 will reconstruct Menlo Drive. The District 4 projects include; Baker Dr, Tuscarora Way, Greenbriar Drive, Ashford Drive, Briarwood Drive, Kerinne Circle, Lander Drive and Pioche Street.

Project Status

Projects in Districts 2, 3 and 4 are being designed by a consultant. 50% design plans for those projects is expected in mid-January 2024. The District 1 ARPA project has been combined with the District 1 - N. Lompa Lane Preservation Project for efficiency of design and construction.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Sep-24	N/A
Construction	Spring 2025	Fall 2025	TBD

City Wide

Project Name: District 1 - Carmine Street Rehabilitation Project
Project Number: P303524002
Department Lead: Public Works

Project Cost to Date	\$0	As of Date	Grant Funded	Total Budget
		December 26, 2023	Yes	\$4,243,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund (Federal-STBG)	FY 24	\$1,303,475
2750620	507010	Grants Fund (Federal-CDBG)	FY 24	\$325,850
2503035	507010	RT Fund	FY 24	\$613,675
		Water / Sewer / Stormwater	FY 24/25	\$2,000,000

Project Description			
Project Length	0.5 Miles of road reconstruction, utility, and ADA update	TIP I.D.	CC202300005

Reconstruction of Carmine Street between Lompa Lane and Airport Road. The projects scope includes pavement removal and replacement, new curb, gutter, and sidewalk connections, and complete street safety elements. The project also includes underground water, sewer, and storm drainage improvements.

Project Justification

The project was identified as a priority for District 1. Several factors were evaluated in the process including: pavement condition, presence of bus route, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with utilities. The project has also received federal Community Development Block Grant funding for necessary sidewalk and pedestrian connectivity. The project has disjointed sidewalks, wide and narrow pavement widths, and poor storm drainage. The road is classified as a collector.

Project Status

Staff has completed initial scoping of the project. Potential conflicts with utilities have been identified. Further information will be presented to the RTC in February related to the status of the project.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Jan-24	Jan-25	TBD
Construction	Spring 2025	Fall 2025	TBD



Project Name: District 1 – N Lompa Lane Preservation Project
Project Number: P303524003
Department Lead: Public Works

Project Cost to Date	\$2,637	As of Date	Grant Funded	Total Budget
		December 26, 2023	No	\$253,000
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 24	\$253,000

Project Description

Project Length	0.5 miles of pavement preservation	TIP I.D.	No
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This is a pavement preservation project (Slurry Seal) of N. Lompa Lane between Carmine Street and Hwy 50. This project also includes the District 1 ARPA local road projects including the preservation of Poole Lane, Dori Way, Bunch Way, and Sneddon Way.

Project Justification

Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including: pavement condition (PCI), proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, and coordination with other planning documents. Completing a pavement preservation treatment will maintain existing satisfactory pavement condition and avoid rapid deterioration of this collector roadway.

Project Status

The design has reached 90% and is being reviewed internally by staff. Project budgets will be revised following the 90% design review to account for the addition of the ARPA local road project streets.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Feb-24	N/A
Construction	Spring 2024	Fall 2024	TBD



Project Name: District 1 – College Pkwy & Airport Road Pavement Preservation Project
Project Number: P303524004
Department Lead: Public Works

Project Cost to Date	\$4,361	As of Date	Grant Funded	Total Budget
		December 26, 2023	No	\$2,024,500
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2503035	507010	RT Fund	FY 24	\$1,149,500
2535005	507010	V&T Infrastructure Fund	FY 24	\$875,000

Project Description			
Project Length	2.5 miles of pavement preservation	TIP I.D.	CC20210003

This is a pavement preservation project (Chip Seal) of Airport Road and College Parkway. Airport Road - College Pkwy and Hwy 50. It also includes miscellaneous sidewalk revisions, roadside improvements, and signing and striping. College Parkway - Between N. Lompa Lane and Hwy 50. In addition, improvements will be made to signing and striping.

Project Justification

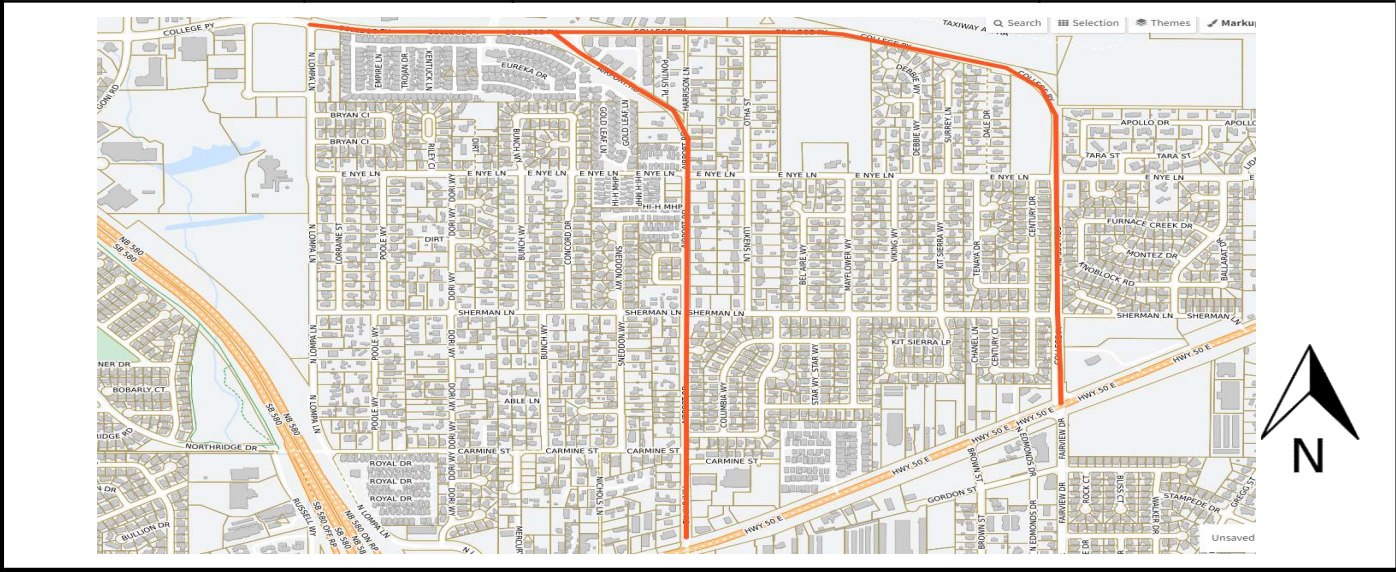
Staff evaluated several potential projects within District 1 to select a prioritized project. Several factors were evaluated in the process including pavement condition (PCI): proximity to the City’s bus routes, roadway functional classification, potential funding sources, safety, ADA compliance, traffic volume, coordination with other planning documents, and coordination with other roadway utilities to achieve a “dig once” approach. Based on the evaluation, Airport Road and College Pkwy were selected. A chip seal was selected based on the existing cracking and PCI of the road.

Project Status

Design for this project is underway. Survey has been completed and staff are developing plans. The project schedule has been delayed by 1-year due to limited staff resources.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Sep-23	Sep-24	N/A
Construction	Spring 2025	Fall 2025	TBD



Project Name: FTA/RACC Downtown Sidewalk and Pedestrian Improvement
Project Number: P751023003
Department Lead: Public Works

Project Cost to Date	\$47,972	As of Date	Grant Funded	Total Budget
		January 3, 2024	Yes	\$338,862
ORG #	OBJ #	Account Description	Fiscal Year	Project Budget
2253081	431010	JAC Federal Grants Fund	FY 23	\$196,000
6037510	507010	RACC Capital Improvements	FY 23	\$131,202
5203035	507010	Water Utility Funds	FY 23	\$11,660

Project Description

Project Length	1750 square feet of sidewalk improvements	TIP I.D.	No
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The project includes sidewalk and ADA improvements in Redevelopment Area #1 along Robinson Street from Anderson Street to N. Walsh Street, along E. Caroline Street from N. Valley Street to Anderson Street, and sidewalk and curb ramp improvements along E. Musser Street between Carson Street and Stewart Street.

Project Justification

Public Works has begun development on a comprehensive sidewalk replacement and ADA improvement project for Redevelopment Areas #1 and #2. This project is intended to improve accessibility and remove safety concerns from non-compliant and missing sidewalks. Many of these areas serve the underserved population which relies on walking, pushing a stroller, or bicycles to get to work or necessary services such as the grocery store, pharmacies, or bus stops. Public Works is focusing on providing safe and ADA compliant access, sidewalks that serve JAC bus stops, enhancing alternative modes of transportation to critical Points of Interest, and enhanced business access for individuals with disabilities. This project is jointly funded by the Redevelopment Authority and FTA federal transit grants available to Carson City because of the JAC.

Project Status

The construction contract was awarded by the RTC in December. Construction is anticipated to begin in the first half of 2024.

Project Schedule

Phase	Start Date	Completion Date	Notice to Proceed Date
Design	Oct-22	Aug-23	N/A
Construction	Apr-24	Sep-24	TBD

