

**NOTICE OF PUBLIC MEETING OF THE  
CARSON AREA METROPOLITAN PLANNING ORGANIZATION  
WEDNESDAY, DECEMBER 14, 2011 4:30 P.M.  
COMMUNITY CENTER- SIERRA ROOM  
851 EAST WILLIAM STREET  
CARSON CITY, NEVADA**

**NOTE:** The Carson Area Metropolitan Planning Organization is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson Area Metropolitan Planning Organization staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or ppittenger@carson.org, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on December 12, 2011).

For more information regarding any of the items listed on the agenda, please contact the Metropolitan Planning Organization staff at (775) 887-2355. Additionally, the agenda with all supporting material is posted on the CAMPO website at [www.carsonareampo.com](http://www.carsonareampo.com).

**AGENDA**

**A. ROLL CALL AND DETERMINATION OF A QUORUM**

**B. PUBLIC COMMENT:** Members of the public who wish to address the Metropolitan Planning Organization may approach the podium and speak on matters related to the Metropolitan Planning Organization. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Metropolitan Planning Organization meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

**C. For Possible Action: APPROVAL OF MINUTES**

**C-1** For Possible Action: Action to approve the minutes of the November 9, 2011 meeting.

**D. AGENDA MANAGEMENT NOTICE:** Items on the agenda may be taken out of order; CAMPO may combine two or more agenda items for consideration; and CAMPO may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**E. DISCLOSURES:** Any member of the Metropolitan Planning Organization that may wish to explain any contact with the public regarding an item on the agenda or business of the Metropolitan Planning Organization.

**F. PUBLIC MEETING ITEMS:**

**F-1** Information on the results of the CAMPO Traffic Signal Optimization Study.

**Staff Summary:** Staff will present the results of the CAMPO Traffic Signal Optimization Study.

**F-2** Information regarding a modification to the CAMPO FY 12 Unified Planning Work Program (UPWP).

**Staff Summary:** Staff recently submitted a request to the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA) to complete a minor modification to the UPWP. Staff will present the changes to the UPWP as a result of the modification.

**F-3** For Possible Action: To approve the proposed Cooperative Agreement for Regional Transportation Planning between CAMPO and the Nevada Department of Transportation.

**Staff Summary:** The existing Planning agreement expired on September 30, 2010. Due to a delay in the provision of a new agreement, the proposed agreement would be effective October 1, 2010.

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

**G-1** Future Agenda Items

**H. BOARD COMMENTS:** Status reports and comments from the members of the Carson Area Metropolitan Planning Organization Board.

**I. PUBLIC COMMENT:** Members of the public who wish to address the Metropolitan Planning Organization may approach the podium and speak on any matter that is not specifically included on the agenda as an action item and allowable under the Open Meeting Law. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future Metropolitan Planning Organization meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

**J.** For Possible Action: **ADJOURNMENT**

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, January 11, 2012, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations  
on Thursday, December 8, 2011, before 5:00 p.m.:  
CITY HALL, 201 North Carson Street  
CARSON CITY LIBRARY, 900 North Roop Street  
COMMUNITY CENTER, SIERRA ROOM, 851 East William Street  
CARSON CITY PUBLIC WORKS, 3505 Butti Way  
CARSON CITY PLANNING DIVISION, 108 E. Proctor Street  
DOUGLAS COUNTY EXECUTIVE OFFICES, 1594 Esmeralda Avenue, Minden  
LYON COUNTY MANAGER'S OFFICE, 27 South Main Street, Yerington  
NEVADA DEPARTMENT OF TRANSPORTATION, 1263 S. Stewart Street, Carson City

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION**

**Minutes of the November 9, 2011 Meeting**

**Page 1**

**DRAFT**

A regular meeting of the Carson Area Metropolitan Planning Organization was scheduled for 4:30 p.m. on Wednesday, November 9, 2011 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada

**PRESENT:** Chairperson Charles Des Jardins  
Vice Chairperson Jeff Foltz  
Member Shelly Aldean  
Member Russell Carpenter  
Member Ray Fierro  
Member James Mallery  
Ex-Officio Member Dennis Taylor

**STAFF:** Darren Schulz, Deputy Public Works Director  
Patrick Pittenger, Transportation Manager  
Daniel Doenges, Senior Transportation Planner  
Tina Russom, Deputy District Attorney  
Kathleen King, Deputy Clerk / Recording Secretary

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

**A. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:31:35)** - Chairperson Des Jardins called the meeting to order at 4:31 p.m. Roll was called; a quorum was present. Member Crowell was absent. (4:35:21) Chairperson Des Jardins introduced Member Fierro and provided background information on his appointment.

**B. PUBLIC COMMENT (4:33:57)** - Chairperson Des Jardins entertained public comment; however, none was forthcoming.

**C. POSSIBLE ACTION ON APPROVAL OF MINUTES - October 12, 2011 (4:34:49)** - Member Aldean moved to approve the minutes, as presented. Member Carpenter seconded the motion. Motion carried 5-0-1, Member Fierro abstaining.

**D. AGENDA MANAGEMENT (4:35:55)** - Chairperson Des Jardins entertained modifications to the agenda; however, none were forthcoming.

**E. DISCLOSURES (4:36:19)** - None.

**F. PUBLIC MEETING ITEMS:**

**F-1. INFORMATION ON THE STATUS OF THE UPDATE TO THE CAMPO TRAVEL DEMAND MODEL AND 2035 REGIONAL TRANSPORTATION PLAN ("RTP") (4:36:51)** - Chairperson Des Jardins introduced this item. Mr. Pittenger provided background information and provided a detailed review of the agenda materials. In response to a question, he advised that the travel demand model is systemwide. Member Aldean noted major development as a factor, in addition to population increase and roadway improvements, which affects travel patterns and volumes. In response

# CARSON AREA METROPOLITAN PLANNING ORGANIZATION

## Minutes of the November 9, 2011 Meeting

Page 2

DRAFT

to a question, Mr. Pittenger advised that land use professionals from each county were closely involved in the forecasting aspect of the travel demand model. In response to a question, Mr. Doenges advised that the consultant provided model documentation which details all the assumptions. It is currently in draft form and will be posted to the website in the near future. In response to a further question, Mr. Pittenger explained the ability to designate a segment of the model to determine trip origins and destinations of the vehicles forecasted to be traveling there.

In response to a comment, Mr. Doenges advised that 2010 census data was incorporated into the base model, as well as employment estimates. The urbanized area boundary data will not be available until next spring. Mr. Doenges anticipates most of the change to be reflected in the Douglas County area. In response to a question, he advised that the travel demand model does not currently extend to the Minden / Gardnerville area. "We're dealing with a big unknown until they do release those urbanized area boundaries. Of course, once that does become available, we'll be in talks with Douglas County and setting new planning area boundaries because, ideally, you want your planning area boundaries to not only encompass the urbanized area but a logical distance beyond that ..."

At Vice Chairperson Foltz's request, Mr. Doenges agreed to provide a draft of the model documentation to the CAMPO members. In response to a question, he advised that freeway through-trips are designated by external and internal zones and by county. "We don't have it specifically for the freeway corridor." He offered to research the availability of the information. He expressed the belief there are approximately seven areas within the model and external stations which would be on the ends of Highways 50 and 395. Member Mallery expressed an interest in the percentage of vehicles traveling north / south which "would not stop at all vis-a-vis what it was before 2010." Mr. Doenges advised that this level of detail will be included in the transportation plan as it develops.

With regard to the Illustrative Improvements to the CAMPO Travel Demand Model table which was included in the agenda materials, Mr. Pittenger requested input from the CAMPO members and from citizens relative to "any improvements that should be modeled as we go forward." He advised that a public meeting will be scheduled for Wednesday, November 30<sup>th</sup> to receive input. He acknowledged that staff will be able to answer questions about the model documentation. "... we will take questions about any aspect of the Regional Transportation Plan, any mode, anything that relates."

Mr. Pittenger acknowledged that Hillview Drive will be reopened, and Member Fierro commended the idea in consideration of bicyclists. Mr. Pittenger expressed the belief that Hillview Drive will be an important future link for local connectivity. He clarified that the roadway will not be reopened prior to the freeway opening in order to avoid inviting "through traffic into that neighborhood and the school zone and the like." Mr. Pittenger responded to questions of clarification relative to Ormsby Boulevard, as depicted in the fiscally constrained 2011 - 2035 daily model growth map included in the agenda materials.

Chairperson Des Jardins entertained additional questions or comments of the CAMPO members and public comment. None was forthcoming.

**F-2. POSSIBLE ACTION TO AWARD FORMER CHAIRPERSON PAUL ESSWEIN A CERTIFICATE OF APPRECIATION IN GRATITUDE FOR HIS SERVICE TO THE CAMPO** (5:04:46) - Chairperson Des Jardins introduced this item, and entertained comments of the CAMPO members. Member Aldean referred to her comments at the last meeting in appreciation of former

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION**

**Minutes of the November 9, 2011 Meeting**

**Page 3**

**DRAFT**

Chairperson Esswein's service to the CAMPO. She advised that Mr. Esswein was recently appointed to the Carson City Planning Commission, and expressed appreciation for his ongoing commitment to public service. Mr. Pittenger thanked Mr. Esswein and expressed appreciation for the opportunity to have worked with him.

Chairperson Des Jardins entertained a motion. **Member Carpenter moved to award former Chairperson Paul Esswein a certificate of appreciation in gratitude for his service on the CAMPO Board. Member Aldean seconded the motion.** Chairperson Des Jardins entertained public comment and, when none was forthcoming, called for a vote on the pending motion. **Motion carried 6-0.** Chairperson Des Jardins presented Mr. Esswein with the certificate of appreciation, expressed appreciation for the opportunity to have served with him, and read into the record the language of the certificate. The CAMPO members, City staff, and citizens present applauded.

(5:10:15) Mr. Esswein expressed the opinion that Lyon County is now in a good position to actively participate in transportation decisions relative to the CAMPO area. He expressed confidence in Member Fierro's abilities and provided background information on his experience and qualifications. He thanked the CAMPO members and City staff.

**G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (5:13:54)** - At Member Aldean's request, Ex-Officio Member Taylor provided information on the status of the new surface transportation bill, MAP-21. Ex-Officio Member Taylor acknowledged the biggest hurdles are length, duration, and cost. He advised that "it is still uncertain at this point ... as to exactly what but ... we're hoping ... we are going to be funded as we had been in past years as opposed to the anticipated \$34 million cut." Ex-Officio Member Taylor provided an overview of the discussions to date, relative to combining programs, eliminating the bicycle pedestrian programs, reorganizing metropolitan planning organizations, etc. "At this time, it is still very, very, very uncertain. We do have a continuing resolution through March 31<sup>st</sup> ... that's a good thing but that's only half of what we anticipate. ... It's just wait and see." Discussion followed.

**G-1. FUTURE AGENDA ITEMS (5:11:35)** - Chairperson Des Jardins entertained requests for future agenda items from the CAMPO members; however, none were forthcoming. Mr. Pittenger reviewed the tentative agenda for the December CAMPO meeting.

**H. PUBLIC COMMENT (5:16:23)** - Chairperson Des Jardins entertained public comment; however, none was forthcoming.

**I. ACTION ON ADJOURNMENT (5:17:44)** - Member Aldean moved to adjourn the meeting at 5:17 p.m. Member Mallery seconded the motion. Motion carried 6-0.

The Minutes of the November 9, 2011 Carson Area Metropolitan Planning Organization meeting are so approved this \_\_\_\_\_ day of December, 2011.

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CHARLES DES JARDINS, Chair

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

**Date Submitted:** December 1, 2011

**Meeting Date:** December 14, 2011

**To:** Carson Area Metropolitan Planning Organization

**From:** Patrick Pittenger, Transportation Manager

**Subject Title:** Information on the results of the CAMPO Traffic Signal Optimization Study.

**Staff Summary:** Staff will present the results of the CAMPO Traffic Signal Optimization Study.

**Type of Action Requested:** (check one)

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Board Action:** N/A

**Explanation for Recommended Action:** The work for this task has now been completed, and staff will provide information and answer questions about the project.

The new, coordinated signal timing plans provided by the study consulted were implemented and evaluated. The primary changes were a shift to more coordination from operation with signals which operated primarily on response to traffic. The goal of this was to improve traffic flow on arterial and collector streets. Additionally, the red clearance, yellow clearance, and pedestrian clearance intervals were modified to ensure compliance with current regulations and guidelines.

Following an evaluation of the modified signal system, the signal timing plans were revised to result in the operation of a hybrid system which includes aspects of the newly-implemented coordinated timing plans and the previously-operated system.

While the coordinated signal timing plans did succeed in improving conditions for through movements on certain arterial and collector streets, there were significant negative impacts for motorists who were either turning or traveling through on the secondary streets. After further modification, the modifications to the red clearance, yellow clearance, and pedestrian clearance intervals were retained to ensure

compliance with current regulations and guidelines. However, the coordinated timing plans were retained only selected corridors based on the success experienced in those corridors.

Staff will provide additional information regarding the experience gained with this project and will be available to answer any questions.

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

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A

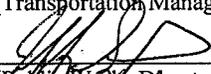
**Alternatives:** N/A

**Supporting Material:** N/A

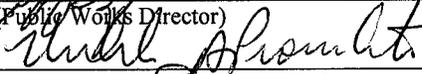
**Prepared By:** Patrick Pittenger, Transportation Manager

**Reviewed By:**   
(Transportation Manager)

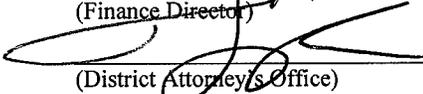
Date: 12/2/11

  
(Public Works Director)

Date: 12/5/11

  
(Finance Director)

Date: 12/5/11

  
(District Attorney's Office)

Date: 12/5/11

**Board Action Taken:**

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

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

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

**Date Submitted:** December 2, 2011

**Meeting Date:** December 14, 2011

**To:** Carson Area Metropolitan Planning Organization

**From:** Patrick Pittenger, Transportation Manager

**Subject Title:** Information regarding a modification to the CAMPO FY 12 Unified Planning Work Program (UPWP).

**Staff Summary:** Staff recently submitted a request to the Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA) to complete a minor modification to the UPWP. Staff will present the changes to the UPWP as a result of the modification.

**Type of Action Requested:** (check one)

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

**Recommended Board Action:** N/A

**Explanation for Recommended Action:** Staff recently submitted a request to modify the UPWP. Task 2.1, Update of the Regional Transportation Plan, requires additional funding beyond what was budgeted in the UPWP. Therefore, a modification was made to shift a portion of funds budgeted from four other tasks (1.2 UPWP Development, 2.2 Complete and Maintain the RTIP, 2.3 Regional Consistency Review, and 4.2 Responsibilities as Designated Recipient) to Task 2.1. The modification consisted of the addition of \$10,000 to Task 2.1. Due to the blended funding source of Task 2.1 (a combination of PL and Section 5303 funds), funds were transferred from work tasks budgeted with PL and 5303 funds. It was determined that the work tasks that had money transferred out will be able to be completed with the remaining funding that is available. The local share of the overall work program will not change as a result of the modification. However, the amount of PL funds required to complete the tasks in the UPWP will slightly decrease while the amount of 5303 funds required will increase. There is a sufficient amount 5303 funding available to CAMPO to cover the slight increase required.

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

**Fiscal Impact: N/A**

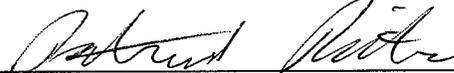
**Explanation of Impact: N/A**

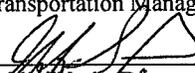
**Funding Source: N/A**

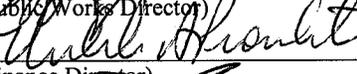
**Alternatives: N/A**

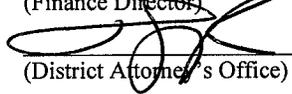
**Supporting Material: UPWP Cost/Funding Summary Table**

**Prepared By: Patrick Pittenger, Transportation Manager**

**Reviewed By:**  Date: 12/12/11  
 (Transportation Manager)

 Date: 12/5/11  
 (Public Works Director)

 Date: 12/5/11  
 (Finance Director)

 Date: 12/5/11  
 (District Attorney's Office)

**Board Action Taken:**

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

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

## CAMPO 2012 UPWP Cost/Funding Summary

Major Work Element	Work Task		Funding Source				Total Cost
			FHWA		FTA		
	Number	Description	PL	Local Match	5303	Local Match	
1.0 MPO Administration	1.1	General Administration and Work Program Oversight	\$114,000	\$6,000			\$120,000
	1.2	UPWP Development	\$4,750	\$250			\$5,000
	1.3	MPO Representation	\$23,750	\$1,250			\$25,000
	1.4	Training (not transit-specific)	\$15,200	\$800			\$16,000
	1.5	Public Participation	\$7,600	\$400	\$1,600	\$400	\$10,000
2.0 Regional Transportation Plan	2.1	Update RTP including travel demand model*	\$60,563	\$3,188	\$9,000	\$2,250	\$75,000
	2.2	Complete and Maintain RTIP	\$8,550	\$450			\$9,000
	2.3	Regional Consistency Review	\$1,900	\$100			\$2,000
3.0 Street and Highway Planning	3.1	Model Maintenance and Support Activities*	\$19,000	\$1,000			\$20,000
	3.2	Arterial/Urban Collector Traffic Signal Optimization Study*	\$85,500	\$4,500			\$90,000
4.0 Public Transit Planning	4.1	Bus Stop Amenity Study			\$4,000	\$1,000	\$5,000
	4.2	Responsibilities as Designated Recipient			\$15,096	\$3,774	\$18,870
	4.3	Regional Transit Coordination			\$12,000	\$3,000	\$15,000
		Total Funding	\$340,813	\$17,938	\$41,696	\$10,424	\$410,870

Note: Consultant involvement is expected for the following work tasks (indicated with an asterisk) : 2.1, 3.1, and 3.2.

FHWA PL Funds - 95% Federal share

FTA 5303 Funds - 80% Federal share

Summary	
Total FHWA Share	\$340,813
Total FTA Share	\$41,696
Total Local share	\$34,362

Note: The total local share for the operation of CAMPO will include any applicable projects in the Transportation Improvement Program (TIP).

Distribution of Local Share		
County	Percentage	Cost
Carson City	67.0	\$23,023
Douglas County	10.0	\$3,436
Lyon County	23.0	\$7,903
Total	100.0	\$34,362

Costs do not reflect anticipated credit from FY11.  
The percentage of the distribution of the local share is subject to change following the release of the 2010 Census data.

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

**Date Submitted:** December 2, 2011

**Meeting Date:** December 14, 2011

**To:** Carson Area Metropolitan Planning Organization

**From:** Patrick Pittenger, Transportation Manager

**Subject Title:** For Possible Action: To approve the proposed Cooperative Agreement for Regional Transportation Planning between CAMPO and the Nevada Department of Transportation.

**Staff Summary:** The existing Planning agreement expired on September 30, 2010. Due to a delay in the provision of a new agreement, the proposed agreement would be effective October 1, 2010.

**Type of Action Requested:** (check one)

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

**Recommended Board Action:** I move to approve the proposed Cooperative Agreement for Regional Transportation Planning between CAMPO and the Nevada Department of Transportation.

**Explanation for Recommended Action:** The proposed Cooperative Agreement for Regional Transportation Planning outlines the provisions required for CAMPO to receive Federal Planning (PL) funds. PL funds are made available on an annual basis to all four Nevada metropolitan planning organizations (MPOs) and are the primary source of funding to carry out the tasks identified each year in the individual Unified Planning Work Programs (UPWPs) developed by each MPO. The previous agreement expired on September 30, 2010. Due to a delay in the development of a new agreement for all the Nevada MPOs, NDOT has agreed to make the proposed agreement effective retroactively to October 1, 2010. This will allow CAMPO to invoice NDOT for the reimbursement of expenses occurred since the expiration of the previous agreement, without a gap in funding.

It should be noted that CAMPO, along with the other MPOs, is currently in negotiations with NDOT regarding some of the terms of the agreement. Therefore, it is likely that the proposed agreement will be amended in the near future once a consensus is achieved.

The approval of this agreement will allow CAMPO to continue to operate and to work toward the completion of the tasks budgeted in the current UPWP. Without approval of the proposed agreement, all work would have to cease, as CAMPO would not be able to be reimbursed for staff time or consultant expenses.

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

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** N/A

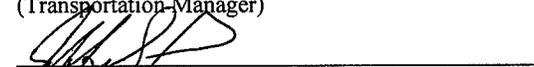
**Alternatives:** N/A

**Supporting Material:** Proposed Cooperative Agreement for Regional Transportation Planning

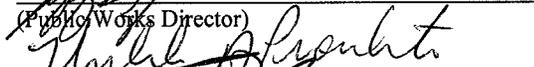
**Prepared By:** Patrick Pittenger, Transportation Manager

**Reviewed By:**   
(Transportation Manager)

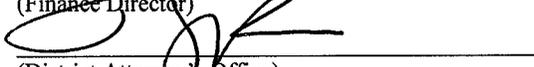
Date: 12/2/11

  
(Public Works Director)

Date: 12/5/11

  
(Finance Director)

Date: 12/5/11

  
(District Attorney's Office)

Date: 12/5/11

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_ Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

COOPERATIVE AGREEMENT

This Agreement is made and entered into this 1st day of October, 2010, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the Carson Area Metropolitan Planning Organization, hereinafter called the MPO.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the purpose of this Agreement is to set forth general provisions for the duties of the parties set forth herein; and

WHEREAS, the transportation planning services to be provided by the MPO will be of benefit to the DEPARTMENT, the MPO and to the people of the State of Nevada; and

WHEREAS, the PROJECT has been approved for Federal Planning funds C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205; and

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

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

ARTICLE I - MPO AGREES

1. To be responsible for the maintenance of a comprehensive, continuing, and cooperative transportation planning process, and as such, shall be responsible for all transportation planning funds for the study area whose boundaries shall include the limits of the Consolidated Municipality of Carson City, with the exception of those areas of Carson City that lie within the boundaries of the Lake Tahoe Metropolitan Planning Area under the jurisdiction of the Tahoe Metropolitan Planning Organization, and the portions of Douglas County and Lyon County included in the Carson City Urbanized Area as determined by the United States Bureau of the Census.

2. To conduct its designated planning activities in compliance with the approved Unified Planning Work Program and in accordance with the policies and procedures of the

Federal Highway Administration (FHWA).

3. To be responsible, in cooperation with the DEPARTMENT, for designating the project priorities on the Functionally Classified System of Streets and Highways within the MPO's boundaries, consistent with the guidelines governing the Regional Transportation Improvement Program.

4. To be responsible, in cooperation with the DEPARTMENT, for compiling, reviewing the planning consistency of, and adopting a fiscally constrained Transportation Plan and Transportation Improvement Program for the Metropolitan Planning Area.

5. To develop and implement a public participation program to assist the MPO in identifying community transportation needs and desires. Various methods of providing for public involvement and input may be used as deemed necessary or appropriate. These methods may include but are not limited to meetings, hearings, workshops, citizen committees, and newsletters.

6. To be responsible, in cooperation with the DEPARTMENT, for the annual development, maintenance, adoption, and administration of the MPO Unified Planning Work Program as required by Title 23 Code of Federal Regulations 450.314 and Title 23 Part 420, herein incorporated by reference. The Unified Planning Work Program is a program budget document within which the comprehensive metropolitan planning process is defined so that Federal and DEPARTMENT planning requirements can be met.

7. To provide funds, from sources other than the DEPARTMENT or Federal funds, to cover the balance of the work defined in the Unified Planning Work Program. Any funding provided by the DEPARTMENT as indicated in the Unified Planning Work Program must be expended in the program year indicated. The DEPARTMENT obligation to provide DEPARTMENT funds lapses at the end of each program year as indicated in the approved Unified Planning Work Program. Eligible costs as well as methods for documenting those costs attributable to the project contracting requirements shall be governed by the current provision of:

a. Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments."

b. Office of Management and Budget (OMB) Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," including all applicable attachments.

8. To invoice the DEPARTMENT quarterly for actual eligible costs (with supporting auditable documentation) of completing planning activities as contained in the approved Unified Planning Work Program. Reimbursement shall be ninety-five (95%) of the approved invoice with five percent (5%) being retained as the required match. Reimbursement shall not exceed the programmed amount of the tasks in the approved Unified Planning Work Program. Reimbursement shall not exceed the approved federal funds estimated to be Three Hundred Eighty-Nine Thousand Eight Hundred Sixty Three and No/100 (\$389,863.00) for federal fiscal year 2011 and Two Hundred Fifty Thousand Three Hundred Seventy and No/100 Dollars (\$250,370.00) for federal fiscal year 2012. The MPO is responsible for the five percent (5%) match, estimated to be Nineteen Thousand Four Hundred Ninety-Three and 15/100 Dollars (\$19,493.15) for federal fiscal year 2011 and estimated to be Twelve Thousand Five Hundred Eighteen and 50/100 Dollars (\$12,518.50) for federal fiscal year 2012.

9. To invoice the DEPARTMENT for final quarter eligible costs within sixty (60) days of the program completion.

10. To submit for review quarterly and year-end reports accounting for the expenditure of all funds and services included as part of the transportation section of the Unified Planning Work Program.

11. To permit the DEPARTMENT and the Federal Highway Administration to audit the books, records, and accounts of the MPO pertaining to the MPO's Unified Planning Work Program. In addition, the MPO will present to the DEPARTMENT the results of any independent audit, review, and/or inspection of the MPO's Unified Planning Work Program prepared by or for the MPO.

12. To provide and maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at the administrative offices of the MPO at all reasonable times during the tenure of this agreement and for three (3) years from federal acceptance of the project for work accomplished by the MPO under the Unified Planning Work Program. Such materials will be made available for inspection by authorized representatives of the DEPARTMENT or the Federal Highway Administration, and copies thereof shall be furnished if requested.

13. To establish a separate fund to provide funding for the transportation planning process and to match Federal transportation planning funds.

#### ARTICLE II - DEPARTMENT AGREES

1. To participate in the ongoing transportation planning program and to provide funds for eligible activities in the federally approved Unified Planning Work Program. Any State funds used shall come from monies authorized by NRS Chapter 408, and shall be utilized for funding only by agreement in writing approved by the DEPARTMENT.

2. To program the approved Federal funds each year allocable to the MPO. DEPARTMENT agrees to reimburse the MPO ninety-five percent (95%) of the costs minus the five percent (5%) require match upon receipt of quarterly billings with supporting documentation. Total reimbursement shall not exceed the total programmed approved federal dollars amount estimated to be Three Hundred Eighty-Nine Thousand Eight Hundred Sixty Three and No/100 (\$389,863.00) for federal fiscal year 2011 and Two Hundred Fifty Thousand Three Hundred Seventy and No/100 Dollars (\$250,370.00) for federal fiscal year 2012, shown for the tasks in the approved MPO Unified Planning Work Program.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this agreement shall be from the date first written above and shall remain in effect through and including September 30, 2012.

2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT: Susan Martinovich, P.E., Director  
Attn.: Tracy Larkin-Thomason, Assistant Director, Planning  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, NV 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201  
E-mail: tlarkin@dot.state.nv.us

FOR MPO: Paul Esswein, Chairman  
Attn: Patrick Pittenger, Transportation Manager  
City of Carson City  
3505 Butti Way  
Carson City, NV 89701  
Phone: (775) 887-2355  
Fax: (775) 887-2164  
E-mail: PPittenger@carson.org

4. The parties shall coordinate their designated planning activities according to Federal regulatory requirements.

5. The MPO is composed of seven (7) members including the five (5) members of the Regional Transportation Commission of Carson City as appointed by the Carson City Board of Supervisors, one (1) representative from Douglas County appointed by the Douglas County Commission, and the Director of the DEPARTMENT or his/her designated representative. The Director of the Nevada Department of Transportation shall be an ex-officio member for participation in planning. The Nevada Division Administrator of the Federal Highway Administration shall act in an advisory capacity.

6. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

7. To the fullest extent of NRS Chapter 41 liability limitations, each party shall Indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with

written notice of actual or pending claim, within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

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

10. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

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

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

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

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

15. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to

create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

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

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

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

22. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Carson Area Metropolitan  
Planning Organization

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

\_\_\_\_\_

\_\_\_\_\_

Director

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

Reviewed:

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Tracy Larkin-Thomason, P.E., Asst. Director

Approved as to Form:

Approved as to Legality & Form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Date