

**NOTICE OF PUBLIC MEETING OF THE
CARSON AREA METROPOLITAN PLANNING ORGANIZATION
WEDNESDAY, JANUARY 14, 2009 5:30 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@ci.carson-city.nv.us, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on January 9, 2009).

For more information regarding any of the items listed on the agenda, please contact the Metropolitan Planning Organization staff at (775) 887-2355.

AGENDA

- A. ROLL CALL AND DETERMINATION OF A QUORUM**
- B. APPROVAL OF MINUTES:**
December 10, 2008 meeting
- C. MODIFICATION OF AGENDA:** This is the tentative schedule for the meeting. CAMPO reserves the right to take items in a different order to accomplish business in the most efficient manner.
- D. 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, but not on items agendized for this meeting. Comments are limited to three minutes per person or 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.
- 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 Introduction of new members and action for the election of Officers for CAMPO.

Staff Summary: In March 2008, CAMPO elected its current Chairperson and Vice-Chairperson. CAMPO members will be asked to elect a Chairperson and Vice-Chairperson to serve for 2009. Though the Chairperson and Vice-Chairperson have traditionally been the same for CAMPO and the Carson City Regional Transportation Commission (RTC), the CAMPO Policies and Procedures do not prohibit other members of CAMPO from holding these positions. Terms of the newly elected Chairperson and Vice-Chairperson would not commence until February 2009.

F-2 Information regarding a proposed amendment to the existing CAMPO Transportation Improvement Program (TIP).

Staff Summary: The existing TIP will need to be amended to reflect the addition of two projects to be implemented by the Nevada Department of Transportation (NDOT) and to account for additional Federal Transit Administration (FTA) 5309 funds that have been made available.

F-3 Information regarding a proposed amendment to the existing CAMPO Unified Planning Work Program (UPWP).

Staff Summary: The UPWP needs to be amended to redistribute funds dedicated to specific work program tasks. The overall amount of available funding will not change. However, the amount of funds dedicated to some specific work program tasks will either increase or decrease.

F-4 Action to approve Federal Transit Administration 5316 Program Funds Agreement to provide funding for intercity service.

Staff Summary: CAMPO staff applied for Federal Transit Administration (FTA) 5316 Job Access Reverse Commute (JARC) program funds to help fund the current intercity services from Carson City to Reno and Carson City to South Lake Tahoe. If Lyon County decides to pursue intercity service to Carson City, these funds would be eligible for those services as well. The agreement is effective from October 1, 2008 until September 30, 2010, is in the amount of \$172,228 and requires that the operator provide a fifty-percent match or \$86,114.

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

G-1 Future Agenda Items

H. ADJOURNMENT

The next meeting is tentatively scheduled for 5:30 p.m., Wednesday, February 11, 2009, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations

On Thursday, January 8, 2009, 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

PLANNING DIVISION, 2621 Northgate Lane, Suite 62

DOUGLAS COUNTY EXECUTIVE OFFICES, 1594 Esmeralda Avenue, Minden

LYON COUNTY PLANNING DEPARTMENT, 801 Overland Loop, Suite 201, Dayton

NEVADA DEPARTMENT OF TRANSPORTATION, 1263 S. Stewart Street, Carson City

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A regular meeting of the Carson Area Metropolitan Planning Organization was scheduled for 5:30 p.m. on Wednesday, December 10, 2008 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Shelly Aldean
Vice Chairperson Russell Carpenter
Charles DesJardins
Paul Esswein
Jeff Foltz
Larry Hastings
Dennis Taylor

STAFF: Andrew Burnham, Public Works Department Director
Patrick Pittenger, Transportation Manager
Dan Doenges, Transportation Planner
Keith Pearson, Transit Coordinator
Joel Benton, Senior Deputy District Attorney
Kathleen King, 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 public record. These materials are on file in the Clerk-Recorder's Office, and available for review during regular business hours.

A. ROLL CALL AND DETERMINATION OF A QUORUM (5:29:25) - Chairperson Aldean called the meeting to order at 5:29 p.m. Roll was called; a quorum was present. Member Staub was absent. Member Foltz arrived after roll call, and Chairperson Aldean welcomed him. Member Foltz acknowledged he is one of two Douglas County representatives to the CAMPO.

B. ACTION ON APPROVAL OF MINUTES - October 8, 2008 (5:30:34) - Member DesJardins moved to approve the minutes, as presented. Member Esswein seconded the motion. Motion carried 6-0-1, Vice Chairperson Carpenter abstaining.

C. MODIFICATION OF AGENDA (5:31:02) - None.

D. PUBLIC COMMENT (5:31:09) - None.

E. DISCLOSURES (5:31:35) - None.

F. PUBLIC MEETING ITEMS:

F-1. ACTION TO PRIORITIZE TRANSPORTATION ENHANCEMENT APPLICATIONS RECEIVED BY THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION ("CAMPO"), AS RECOMMENDED BY STAFF (5:31:45) - Chairperson Aldean introduced this item, and Mr. Pittenger reviewed the agenda report and materials. He noted staff's recommendation to approve the three applications in the priority order delineated in the agenda report. He further noted that the bicycle and pedestrian projects are consistent with the regional transportation plan and in cooperation with the Safe

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Routes to School program. He advised of having been informed that approximately \$10 million in additional funding was available for the transportation enhancement program.

In response to a question, Mr. Pittenger advised that the Railroad Museum had received transportation enhancement funds during the last two cycles. He acknowledged there was no penalty to the Railroad Museum for "being proactive." He explained that the North Roop Street bike lanes and pathways improvement project was first presented to the Regional Transportation Commission four years ago. He further explained that the GROW project is more likely to be funded and also combined with a community match project.

(5:36:46) NDOT Project Manager Leif Anderson advised that the available transportation enhancement funding amounts are similar. "... the last go-around, we had to reduce the total amount because we had cost overruns on previous projects." Mr. Anderson advised that the transportation bill expires at the end of the federal fiscal year in September 2009. He anticipates that the program will continue. In response to a question, he advised that the subject funding cycle is earmarked for 2010 / 2011, and expressed the hope that "by then, we would have a bill." He further advised that the "federal trust fund is gone for all intents and purposes." Chairperson Aldean discussed the benefits of the transportation bill to fund projects which stimulate the economy, and Member DesJardins agreed.

In response to a question, Member Taylor advised of having been recently informed of the probability of an economic stimulus package. At that time, NDOT staff developed a statewide list of projects which could possibly be advertised and awarded within 120 days. NDOT staff is in the process of checking with various in-house divisions to "identify any shortcomings in those projects that would ... prevent them from being advertised within 120 days." Member Taylor advised that the project list will not be submitted until such time as additional direction is received regarding the timing and amount of the stimulus package.

Chairperson Aldean thanked Member Taylor and Mr. Anderson for the information, and entertained additional CAMPO member questions or comments. When none were forthcoming, she opened this item to public comment. (5:42:35) Mary Fischer, of GROW, expressed appreciation for the priority assigned to the Highway 50 East / Carson City freeway interchange landscape project application. She advised that no additional landscaping can be done without the transportation enhancement funding. She noted the importance of landscaping the subject interchange as "one of the gateways into the City." She discussed the potential of the project receiving community match program funding. She thanked the CAMPO for their support. Chairperson Aldean expressed appreciation for the dedication and persistence of GROW representatives.

Chairperson Aldean called for additional public comment and, when none was forthcoming, entertained a motion. **Member Hastings moved to prioritize the transportation enhancement applications received by CAMPO, as recommended by staff: (1) North Roop Street bike lanes and pathways improvement project; (2) U.S. Highway 50 East / Carson City freeway interchange landscape project; and (3) McKeen Motor Car storage and interpretive facility. Member DesJardins seconded the motion. Motion carried 7-0.**

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F-2. ACTION TO APPROVE FEDERAL TRANSIT ADMINISTRATION 5307 PROGRAM FUNDS AGREEMENT AMENDMENT NO. 2 PROVIDING AN EXTENSION FOR THE AVAILABILITY OF FEDERAL FUNDS (5:44:50) - Chairperson Aldean introduced this item, and Mr. Pearson reviewed the agenda report. Chairperson Aldean called for comments or questions and, when none were forthcoming, entertained a motion. **Member DesJardins moved to approve the Federal Transit Administration 5307 Program Funds Agreement, Amendment Number 2, providing an extension for the availability of federal funds; fiscal impact \$450,000 of available funds. Member Hastings seconded the motion. Motion carried 7-0.**

F-3. UPDATE ON THE PROGRESS OF THE CAMPO SHORT-RANGE TRANSIT DEVELOPMENT PLAN (“TDP”) (5:46:11) - Chairperson Aldean introduced this item, and commended Mr. Pittenger and Mr. Doenges on their recent certifications as professional transportation planners by the Institute of Transportation Engineers. Mr. Doenges provided background information on this item, and reviewed the agenda report and the attachments.

In reference to JAC routes 2-A and 3-B, Chairperson Aldean inquired as to increasing ridership by WNC students. Mr. Doenges advised of having received comments from WNC representatives. Since many WNC classes last later than the JAC service hours, many students are unable to utilize the service. Mr. Doenges advised that consideration is being given to expanding service hours.

Chairperson Aldean expressed the opinion that the JAC transit system is a success. In response to a question, Mr. Doenges advised of having spoken with several of the transit administrators listed in table A, included in the agenda materials, to acquire demographic data. He offered to inquire of the transit administrators regarding their marketing techniques. Chairperson Aldean thanked Mr. Doenges for his presentation.

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

G-1. FUTURE AGENDA ITEMS (6:00:49) - Mr. Pittenger advised that election of officers would be agendized for the next meeting. In reference to a previous discussion, Chairperson Aldean requested Mr. Pittenger to agendize discussion regarding the possibility of another CAMPO member serving in the capacity of chair.

H. ACTION ON ADJOURNMENT (6:03:02) - Member Hastings moved to adjourn the meeting at 6:03 p.m. Member DesJardins seconded the motion. Chairperson Aldean wished the CAMPO members a Merry Christmas and Happy New Year, and adjourned the meeting.

The Minutes of the December 10, 2008 Carson Area Metropolitan Planning Organization meeting are so approved this _____ day of January, 2009.

SHELLY ALDEAN, Chair

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

Date Submitted: January 5, 2009

Meeting Date: January 14, 2009

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: Introduction of new members and action for the election of Officers for CAMPO.

Staff Summary: In March 2008, CAMPO elected its current Chairperson and Vice-Chairperson. CAMPO members will be asked to elect a Chairperson and Vice-Chairperson to serve for 2009. Though the Chairperson and Vice-Chairperson have traditionally been the same for CAMPO and the Carson City Regional Transportation Commission (RTC), the CAMPO Policies and Procedures do not prohibit other members of CAMPO from holding these positions. Terms of the newly elected Chairperson and Vice-Chairperson would not commence until February 2009.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: Nomination and election of the CAMPO Chairperson and Vice-Chairperson.

Explanation for Recommended Action: N/A

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

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____

_____ (Vote Recorded By)

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

Date Submitted: January 5, 2009

Meeting Date: January 14, 2009

To: Carson Area Metropolitan Planning Organization

From: Dan Doenges, Transportation Planner

Subject Title: Information regarding a proposed amendment to the existing CAMPO Transportation Improvement Program (TIP).

Staff Summary: The existing TIP will need to be amended to reflect the addition of two projects to be implemented by the Nevada Department of Transportation (NDOT) and to account for additional Federal Transit Administration (FTA) 5309 funds that have been made available.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: N/A.

Explanation for Recommended Action: NDOT has formally requested that the CAMPO TIP be amended to include two projects scheduled for construction in federal fiscal year 2009 in the CAMPO area. These projects are Phases 1 and 2 of the U.S. 50 Storm Drain Project, which will include construction of a sedimentation basin, a water quality basin, a trunk to detention basin, an outfall pipe to Clear Creek, roadway runoff collection, a storm drain trunk line, and manholes. In addition, CAMPO has received additional FTA 5309 funds in the amount of \$122,194. These funds will be distributed proportionately between Carson City and Douglas County to be used for transit capital. Carson City will use the additional funding toward bus stop improvements and the acquisition of vehicles and accessories for the Jump Around Carson (JAC) service. Douglas County may use their portion for capital improvements to the Douglas Area Rural Transit (DART) system within the CAMPO boundaries.

A TIP amendment requires a 30-day public comment period, which began January 5, 2009, and will end February 4, 2009. The public comment period was noticed and has been posted on the CAMPO website. In addition, a public information meeting will be held in an open house format on January 22, 2009 at the Carson City Library from 4:00 to 6:00 p.m. The amended TIP, along with any comments received, will be presented to CAMPO at their February 2009 meeting as an agenda item with a request for formal adoption.

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: Draft Amendment of the FFY 2009 – FFY 2012 CAMPO Transportation Improvement Program

Prepared By: Dan Doenges, Transportation Planner

Board Action Taken:

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

_____ (Vote Recorded By)

**Carson Area Metropolitan Planning Organization (CAMPO) Transportation Improvement Program
FFY 2009 to FFY 2012 - DRAFT AMENDMENT - JANUARY 2009**

Implementing Agency	Project Description	Limits	Improvements	Phase	Cost by Year (\$000's)					Project Contributions (\$000's)					TOTAL
					2009	2010	2011	2012	Total	Federal	Fund Type	State	Fund Type	Local	
Roadway Improvements															
NDOT	US 395/Carson Freeway Construct a Controlled Access Facility	South Carson Street SR 529 to East William Street SR 530 (Phase 2)	Design and Property Acquisition for Phase 2 of the US 395 Freeway	E, A	3,750	3,500	3,633	3,771	14,654	14,654	Bond				14,654
CCRTC	US 395 Carson Freeway Phase 2 (Northern Leg) Freeway Landscape Improvements	N. Carson St. to Carmine St. Grade Separation	US 395 Freeway Landscape Phase 2 (Northern Leg)	E, C	2,361				2,361	1,711	SAFETEA-LU Earmark	500	Community Match	150	CCRTC
NDOT	US 50 Storm Drain Project, Phase 1	US 395 from US 395 at US 50 to Clear Creek at Center Road Crossing	Sedimentation basin, water quality basin, trunk to detention basin, and outfall pipe to Clear Creek	C	8,000				8,000	8,000	NHS				8,000
NDOT	US 50 Storm Drain Project, Phase 2	US 50 from Spooner Summit to US 395, DO 13.0 to CC 0.0	Roadway runoff collection, storm drain trunk line, and manholes	C	2,000				2,000	2,000	STP Statewide				2,000
Roadway Totals					16,111	3,500	3,633	3,771	27,015	26,365		500		150	27,015
Bicycle and Pedestrian Improvements															
CCRTC	Pedestrian/Bicycle Safety Improvements - Goni Road & E. 5th Street	Goni Road, Arrowhead Rd to Conestoga Dr & E. 5th Street, Fairview Drive to Carson River Rd.	Construct new Sidewalks	E,C	752				752	714	STP Enhancement			38	CCRTC
Bicycle and Pedestrian Totals					752	0	0	0	752	714		0		38	752
Public Transit Improvements															
CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	Two (2) Buses for Carson City JAC and JAC Assist service	CA	200				200	160	5307			40	CCRTC
CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	Two (2) Buses for Carson City JAC and JAC Assist service	CA		208			208	166	5307			42	CCRTC
CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	Two (2) Buses for Carson City JAC and JAC Assist service	CA			215		215	172	5307			43	CCRTC
CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	Two (2) Buses for Carson City JAC and JAC Assist service	CA				224	224	179	5307			45	CCRTC
CCRTC	Automatic Tire Chain Procurement and Installation for Bus Fleet	For Jump Around Carson (JAC) Operations	Purchase and Install Automatic Tire Chains for Ten (10) Buses	CA	30				30	24	5309			6	CCRTC
DC	Various transit capital - Douglas County	For operations within the CAMPO Boundary	Bus stop improvements, radios and decals for vehicles, and power facilities at vehicle storage facility for bus plug-ins	C, CA	54				54	43	5309			11	DC Senior Services
CCRTC	Bus stop improvements	At transit stop locations of the Jump Around Carson transit system and Intercity service	Bus stop improvements, including acquisition of shelters and related amenities	C, CA	224				224	179	5309			45	CCRTC
CCRTC	Acquisition of vehicles and Accessories - JAC system	For operations within the CAMPO Boundary	Acquisition of three vehicles and accessories for service expansion and vehicle replacement	CA	286				286	229	5309			57	CCRTC
CAMPO	Responsibilities as Grantee	CAMPO	Provide certifications & assurances, apply for and manage FTA funds	O	20				20	10	5307			10	CAMPO
CAMPO	Responsibilities as Grantee	CAMPO	Provide certifications & assurances, apply for and manage FTA funds	O		21			21	10	5307			10	CAMPO
CAMPO	Responsibilities as Grantee	CAMPO	Provide certifications & assurances, apply for and manage FTA funds	O			22		22	11	5307			11	CAMPO
CAMPO	Responsibilities as Grantee	CAMPO	Provide certifications & assurances, apply for and manage FTA funds	O				22	22	11	5307			11	CAMPO
CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route & Paratransit Services	O	790				790	398	5307			392	CCRTC
CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route & Paratransit Services	O		820			820	412	5307			408	CCRTC
CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route & Paratransit Services	O			851		851	428	5307			423	CCRTC
CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route & Paratransit Services	O				884	884	444	5307			439	CCRTC
CCRTC	RTC Intercity Transit Service: Reno to Carson City	Operations within the CAMPO Boundary	RTC Intercity Operations within CAMPO Boundary, Commuter Service - M-F	O	60				60	30	5307			30	CCRTC
CCRTC	RTC Intercity Transit Service: Reno to Carson City	Operations within the CAMPO Boundary	RTC Intercity Operations within CAMPO Boundary, Commuter Service - M-F	O		62			62	31	5307			31	CCRTC
CCRTC	RTC Intercity Transit Service: Reno to Carson City	Operations within the CAMPO Boundary	RTC Intercity Operations within CAMPO Boundary, Commuter Service - M-F	O			65		65	32	5307			32	CCRTC
CCRTC	RTC Intercity Transit Service: Reno to Carson City	Operations within the CAMPO Boundary	RTC Intercity Operations within CAMPO Boundary, Commuter Service - M-F	O				67	67	34	5307			34	CCRTC
STATA	Transit service from Carson City to South Lake Tahoe via Spooner Junction	Operations within the CAMPO Boundary	STATA Operations within CAMPO Boundary	O	290				290	145	5307			145	STATA
STATA	Transit service from Carson City to South Lake Tahoe via Spooner Summit	Operations within the CAMPO Boundary	STATA Operations within CAMPO Boundary	O		290			290	145	5307			145	STATA
DC	Douglas Area Rural Transit (DART)	Northern Douglas County within CAMPO Boundary	DART Operations within CAMPO Boundary	O	280				280	152	5307			128	DC Senior Services
DC	Douglas Area Rural Transit (DART)	Northern Douglas County within CAMPO Boundary	DART Operations within CAMPO Boundary	O		291			291	158	5307			133	DC Senior Services
DC	Douglas Area Rural Transit (DART)	Northern Douglas County within CAMPO Boundary	DART Operations within CAMPO Boundary	O			302		302	164	5307			138	DC Senior Services
DC	Douglas Area Rural Transit (DART)	Northern Douglas County within CAMPO Boundary	DART Operations within CAMPO Boundary	O				313	313	170	5307			143	DC Senior Services
Public Transit Totals					2,234	1,691	1,455	1,510	6,890	3,938		0		2,952	6,890
Other Improvements															
NSRM	Nevada Dept. of Cultural Affairs - Division of Museums and History - New displays	Nevada State Railroad Museum 2180 South Carson Street	New Displays and Building improvements	E, C	585				585	556	STP Enhancement			29	NV Dept. of Cultural Affairs
NSRM	Nevada Dept. of Cultural Affairs - Division of Museums and History - Storage facility	Nevada State Railroad Museum 2180 South Carson Street	Large Object Collection storage Facility	E, C	403				403	383	STP Enhancement			20	NV Dept. of Cultural Affairs
Nevada Commission for Reconstruction of the V&T Railway	Design, ROW Acquisition, Construction of the V&T Railroad from Carson City to Virginia City	Gold Hill Depot in Storey County to the Carson City Depot in Carson City	Design, ROW Acquisition, and the construction of the railway for the V&T Railroad along the majority of the original railway ROW	A, E, C	8,555				8,555	8,127	High Priority Project			428	V&T Railway Commission
Other Totals					9,543	0	0	0	9,543	9,066		0		477	9,543
GRAND TOTALS					28,640	5,191	5,088	5,281	44,200	40,083		500	0	3,617	44,200

Implementing Agency: NDOT, Nevada Department of Transportation; CCRTC, Carson City Regional Transportation Commission; DC, Douglas County; STATA, South Tahoe Area Transit Authority; NSRM, Nevada State Railroad Museum

Phase: E, Engineering; A, Property Acquisition; C, Construction; M, Maintenance; O, Operations; CA, Capital Acquisition; P, Planning

Funding Sources:	
FHWA	Surface Transportation Program (STP) (Can be either Statewide, Safety, or Enhancement)
FHWA	SAFETEA-LU High Priority Project (HPP)
FTA	Urbanized Formula Grant (49USC5307)
FTA	Bus and Bus-Related Facilities (49USC5309)
FTA	Elderly and Persons with Disabilities Grants (49USC5310)

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

Date Submitted: January 5, 2009

Meeting Date: January 14, 2009

To: Carson Area Metropolitan Planning Organization

From: Dan Doenges, Transportation Planner

Subject Title: Information regarding a proposed amendment to the existing CAMPO Unified Planning Work Program (UPWP).

Staff Summary: The UPWP needs to be amended to redistribute funds dedicated to specific work program tasks. The overall amount of available funding will not change. However, the amount of funds dedicated to some specific work program tasks will either increase or decrease.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: N/A.

Explanation for Recommended Action: CAMPO staff has anticipated a need to redistribute funds among the work tasks listed in the UPWP. In particular, the original amount dedicated to the development of the CAMPO Regional Transportation Plan (RTP) was estimated at a higher amount than what was necessary to accomplish this task. Therefore, it is proposed that some of the funding be taken away from the RTP and applied to other work tasks where additional funding could be used. The following are the proposed increases and decreases for the affected work tasks.

Increase

- Task 1.1 General Administration and Work Program Oversight - \$15,000
- Task 1.3 MPO Representation - \$2,000
- Task 4.1 Development of the Short-Range Transit Plan - \$15,000

Total increase of combined tasks = \$32,000

Decrease

- Task 2.1 Complete and Maintain RTP – (\$20,000)
- Task 2.3 Regional Consistency Review – (\$2,000)
- Task 4.2 Responsibilities as Designated Recipient – (\$10,000)

Total decrease of combined tasks = (\$32,000)

A UPWP amendment requires a 30-day public comment period, which began January 5, 2009, and will end February 4, 2009. The public comment period has been posted on the CAMPO website. In addition, a public information meeting will be held in an open house format on January 22, 2009 at the Carson City Library from 4:00 to 6:00 p.m. The amended UPWP, along with any comments received, will be presented to CAMPO at their February 2009 meeting as an agenda item with a request for formal adoption.

Applicable Statute, 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: Draft Amendment of the FY 2009 CAMPO Unified Planning Work Program Table.

Prepared By: Dan Doenges, Transportation Planner

Board Action Taken:

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

_____ (Vote Recorded By)

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

Date Submitted: January 5, 2009

Meeting Date: January 14, 2009

To: Carson Area Metropolitan Planning Organization

From: Keith Pearson, Transit Coordinator

Subject Title: Action to approve Federal Transit Administration 5316 Program Funds Agreement to provide funding for intercity service.

Staff Summary: CAMPO staff applied for Federal Transit Administration (FTA) 5316 Job Access Reverse Commute (JARC) program funds to help fund the current intercity services from Carson City to Reno and Carson City to South Lake Tahoe. If Lyon County decides to pursue intercity service to Carson City, these funds would be eligible for those services as well. The agreement is effective from October 1, 2008 until September 30, 2010, is in the amount of \$172,228 and requires that the operator provide a fifty-percent match or \$86,114.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: I move to approve the Federal Transit Administration 5316 Program Funds Agreement to provide funding for inter-city service.

Explanation for Recommended Action: To utilize available federal funding and reduce the contribution of the FTA 5307 towards intercity service.

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

Fiscal Impact: \$86,114 of intercity funding

Explanation of Impact: Funding source for intercity service

Funding Source: FTA 5316

Alternatives: Not sign agreement

Supporting Material: Proposed Agreement No. NV-37-X013 for Federal Transit Administration 5316

Prepared By: Keith Pearson, Transit Coordinator

Board Action Taken:

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

_____ (Vote Recorded By)

GRANTEE'S AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2008 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Carson Area Metropolitan Planning Organization, a governmental agency, hereinafter called "GRANTEE".

WITNESSETH:

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

WHEREAS, the purpose of 49 USC 5316 relating to Job Access Reverse Commute Grants, provides for the availability of federal funds for capital acquisitions and operating assistance in the small urban and rural areas of the state to improve mobility and provide employment opportunities for welfare recipients and other low income people, through the provision of new or expanded transportation service by way of Federal Transit Administration ("FTA") Grant Program to be administered by the DEPARTMENT; and

WHEREAS, in the furtherance of its aforesaid purposes, 49 USC 5316 provides for the availability of federal funds for financial assistance for transportation services planned, designed, and carried out to meet the needs of low income individuals and reverse commuters regardless of income in the small urban and rural areas of the State by way of a FTA Formula Grant Program to be administered by the DEPARTMENT; and

WHEREAS, the Governor of Nevada, in accordance with 49 USC 5316 has designated the DEPARTMENT as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for State agencies, local public bodies and agencies thereof, Indian reservations and colonies, nonprofit organizations, and operators of public transportation services; and

WHEREAS, the GRANTEE is a governmental agency that is eligible to receive 49 USC 5316 grant funds; and

WHEREAS, the DEPARTMENT has accepted a project application developed by the GRANTEE that has been approved by the FTA for Formula Grant Program funding; and

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

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

ARTICLE I - SCOPE OF SERVICE

1. The GRANTEE shall manage the Carson Area Metropolitan Planning Organization's Passenger Transportation System as set forth in Attachment "A", the FTA Transportation Electronic Award Management (TEAM) Application, attached hereto and incorporated herein, and hereinafter referred to as the "PROJECT". The GRANTEE'S management of the PROJECT shall be undertaken in compliance with the State Of Nevada's State Management Plan For The Administration of Federal Transit Administration Programs For Small Urban And Rural Areas of Nevada, hereinafter referred to as the "State Management Plan", incorporated herein by reference and available at www.nevadadot.com.
2. The GRANTEE shall operate the PROJECT as its Program Administrator, and shall: contribute matching funds; provide required reporting to the DEPARTMENT; prepare billing requests for funds from the DEPARTMENT; maintain GRANTEE files; and administer the PROJECT according to the State Management Plan, and Office of Management and Budget (OMB) Circulars A-87 and A-122 incorporated herein by reference and located at www.fta.dot.gov.
3. The GRANTEE or an independent private for profit contractor shall operate the Carson Area Metropolitan Planning Organization's Passenger Transportation System in conformity with the attached Application contained within Attachment "A". The Grantee or a contracted operator shall be required to adhere to the State Management Plan and all laws, rules, regulations and guidelines referenced within this Agreement and required to be adhered to by the GRANTEE. The GRANTEE shall require such compliance by the contractor within its independent agreement with the contractor.
4. This Agreement is based on funds available through FTA Grant No. NV-37-X013. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.516.

ARTICLE II - COST

1. The FTA Formula Grant Program applicable to this Agreement, is a reimbursable program and requires a matching percentage to be contributed to the PROJECT by the GRANTEE, which matching percentage varies by program. The matching percentage may be made up of non United States Department of Transportation (USDOT) Federal Funds, State appropriations, local match and or approved in kind contributions, as set forth in Match of In-Kind Contributions, Attachment "B".
2. The total PROJECT cost shall not exceed One Hundred Seventy Two Thousand Two Hundred Twenty Eight and no/100 Dollars (\$172,228.00) with fifty percent (50%) to be provided by the DEPARTMENT to the GRANTEE as reimbursement through FTA Grant No. NV-37-X013 and fifty percent (50%) provided by the GRANTEE through local matching funds and/or match of in-kind contribution.
3. The maximum reimbursement to be made by the DEPARTMENT to the GRANTEE through

FTA Grant No. NV-37-X013 for the period from October 1, 2008, through and including September 30, 2010, shall not exceed the sum of Eighty Six Thousand One Hundred Fourteen and no/100 Dollars (\$86,114.00). The DEPARTMENT shall not make any reimbursement payments to the GRANTEE unless FTA Section 5316 or other eligible Federal funds are appropriated to the DEPARTMENT for the specific purposes of this Agreement.

4. The DEPARTMENT, through FTA Grant No. NV-37-X013 shall reimburse the GRANTEE for fifty percent (50%) of the PROJECT operating expenses incurred during the above referenced time period, provided that the operating expenses are allowed and approved by the DEPARTMENT, and provided that the DEPARTMENT'S reimbursement to the GRANTEE shall not exceed the amount of Eighty Six Thousand One Hundred Fourteen and no/100 Dollars (\$86,114.00). The GRANTEE shall provide the remaining fifty percent (50%) of PROJECT operating expenses incurred during the above referenced time period, comprised of local matching funds and/or match of in-kind contributions as allowed in conformity with those standards set forth in Attachment "B", in the amount of Eighty Six Thousand One Hundred Fourteen and no/100 Dollars (\$86,114.00). Operating expenses shall include: management/office personnel salaries; insurance; office expenses; facilities rental; marketing/promotion; driver and dispatcher salaries; maintenance and repair; fuel; garage rental and operating supplies; and other approved costs, as allowed per OMB Circulars A-87 and A-122.
5. The GRANTEE shall be responsible for the contribution to the PROJECT of fifty percent (50%) for each submitted GRANTEE invoice and may use eligible non -USDOT federal funds, state appropriations, local matching funds and/or match of in kind contributions. Match of in-kind contributions as described in Attachment "B", may be used by the GRANTEE so long as the value of each is documented and supported to the satisfaction of the DEPARTMENT, and represents a cost which would otherwise be eligible under this Agreement. Costs that are part of an Operator's Cost per Service Hour calculation cannot be used as in-kind match.
6. The GRANTEE will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or Circular A-87, Cost Principles applicable to State, Local and Indian Tribal Governments incorporated herein by reference.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on October 1, 2008 and shall run through and including September 30, 2010.
2. The GRANTEE shall comply with all terms, conditions, and requirements of the FTA Section 5316 – Job Access Reverse Commute Program as stated in the State Management Plan, incorporated herein by reference.
3. The GRANTEE shall provide its passengers and employees with a complaint resolution process approved by the DEPARTMENT.

4. The GRANTEE shall provide the DEPARTMENT with a monthly written Agency Information Report describing the trips made by the Carson Area Metropolitan Planning Organization's Passenger Transportation System. This information will include and identify the number of trips, type of trips (medical, nutrition, employment, etc), passenger type (elderly, disabled, and/or public), the number of vehicles used and the number of miles the vehicle(s) was/ were driven.
5. The GRANTEE shall provide the DEPARTMENT with the latest copy of the current routes, schedules, and fares of the Carson Area Metropolitan Planning Organization Passenger Transportation System for which the operating costs apply. The GRANTEE shall notify the DEPARTMENT when routes, schedules and/or fares are changed. The GRANTEE will provide the DEPARTMENT with the current routes, schedules and fares.
6. The GRANTEE shall provide the DEPARTMENT, with a written PROJECT Progress Report detailing any changes or additions to the PROJECT, if any, as it is described in Article I, Paragraph 1.
7. The GRANTEE shall abide by all applicable FTA regulations, including those relating to Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Charter Service, Coordination, Special 13c Labor Warranty, and Public Hearings as described in the State Management Plan and as certified by the GRANTEE in its application for funds. The GRANTEE shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that the DEPARTMENT and GRANTEE of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth within 49 CFR 604.9. Any charter service provided under one of the exceptions set forth within 49 CFR 604.9 must be incidental to and must not interfere with or detract from the provision of mass transportation.
8. The GRANTEE shall comply with all applicable FTA required drug free work place and alcohol testing regulations, and drug/alcohol testing requirements. The GRANTEE shall comply with the DEPARTMENT'S "Zero Tolerance" Drug and Alcohol Testing Policy as stated in the State Management Plan. The Grantee shall adopt and submit to the DEPARTMENT within ninety (90) days of execution of this Agreement, a signed and acknowledged copy of the DEPARTMENT'S Drug and Alcohol Testing Policy. The GRANTEE shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance, and permit any authorized representative of the DEPARTMENT, the United States Department of Transportation or its operating administrations, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program required under 49 CFR Part 655 and review the testing process. The GRANTEE shall annually certify its compliance and shall submit Management Information System (MIS) reports to the DEPARTMENT before March 1 of each calendar year contained within the term of this Agreement.
9. The GRANTEE shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. Upon the

GRANTEE'S receipt of the DEPARTMENT'S written approval to assign or subcontract any of the work performed under this Agreement, the GRANTEE will provide the DEPARTMENT with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be unauthorized and may effect the reimbursement of funds.

ARTICLE IV - SCHEDULE OF PAYMENTS

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

ARTICLE V – USE OF PROJECT VEHICLES AND EQUIPMENT

1. The following paragraphs describe the procedure for acquiring and using vehicles purchased through a FTA capital grant or those vehicles and equipment used in an operation funded by a FTA operating grant, herein referred to as the "PROJECT VEHICLES AND EQUIPMENT".
2. The purchase of all PROJECT VEHICLES AND EQUIPMENT financed in whole or in part by an FTA capital grant, shall be undertaken by the DEPARTMENT on behalf of the GRANTEE in accordance with the procedures established by the DEPARTMENT.
3. Registration to the PROJECT VEHICLES shall be in the name of the GRANTEE, and the DEPARTMENT shall be identified as the lien holder on the title. The DEPARTMENT shall hold the title until either the PROJECT and Agreement is terminated or the useful life of the PROJECT VEHICLES have been reached. The useful life of a PROJECT VEHICLE is defined as being at least four (4) years old with One Hundred Thousand (100,000) miles or more. In the event a vehicle accumulates excess mileage, constituting One Hundred Thousand (100,000) miles or more, but is less than five (5) years old, the DEPARTMENT may determine that the PROJECT VEHICLE has met its useful life.
4. The GRANTEE may use the PROJECT VEHICLES AND EQUIPMENT to assist in providing meal delivery services for homebound persons on a regular basis if the meal delivery services do not conflict with the provision of transit services or result in a reduction of service to transit passengers.

5. The GRANTEE shall be responsible for repairing or replacing the PROJECT VEHICLES when damaged by an accident, vandalism, act of nature or any and all other causes.
6. When the PROJECT VEHICLES and /or equipment are no longer needed, or cannot be used for the intended purpose, the GRANTEE shall immediately provide written notification to the DEPARTMENT. The DEPARTMENT by written instructions will direct the GRANTEE in the disposal or transfer of the PROJECT VEHICLES AND EQUIPMENT in accordance with the State Management Plan, incorporated herein by reference.
7. If a PROJECT VEHICLE is involved in a collision and the vehicle is damaged, the GRANTEE shall immediately provide written notification to the DEPARTMENT. The GRANTEE shall also provide the DEPARTMENT with information collected by the State Highway Patrol and other law enforcement and regulatory agencies, relating to the cause of the collision and citations issued to the drivers involved in the collision. Each collision will be evaluated by the DEPARTMENT and appropriate driver training assigned the GRANTEE'S driver. If the collision is with a stationary object, the GRANTEE must notify the DEPARTMENT as to the course of action the GRANTEE will take to ensure the driver does not have a repeat accident.
8. The GRANTEE shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the Federal and State interests in any PROJECT VEHICLES AND EQUIPMENT, nor shall it obligate itself in any other manner with any third party with respect to the PROJECT VEHICLES AND EQUIPMENT, unless such lease, pledge, mortgage, lien, contract, or other obligation is either in conformance with the standards of applicable FTA guidelines or is otherwise expressly authorized in writing by the DEPARTMENT.
9. The GRANTEE shall not by any act or omission of any kind impair the parties' interest in the use of the PROJECT VEHICLES AND EQUIPMENT.
10. The GRANTEE shall keep satisfactory records with regard to the use of the PROJECT VEHICLES AND EQUIPMENT, and submit to the DEPARTMENT upon request such information as is required in order to ensure compliance with this Agreement, and assure the DEPARTMENT of the same.
11. The GRANTEE shall immediately provide prior written notification to the DEPARTMENT in all cases where the PROJECT VEHICLES AND EQUIPMENT are used in a manner different from that described in the PROJECT description contained within Attachment "A".
12. The GRANTEE shall at all times maintain the PROJECT VEHICLE AND EQUIPMENT at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT and FTA shall have the right to inventory maintenance records in order to confirm that proper maintenance has been conducted pursuant to the terms of this Agreement. The GRANTEE shall adopt the State Transit Maintenance Plan or approved County/Fleet Maintenance Plan and provide the DEPARTMENT with written monthly reports summarizing maintenance work performed during each month.

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

ARTICLE VI - RECORDS AND REPORTS

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

limited to meetings and interim reports. The GRANTEE shall submit to the DEPARTMENT, at such time as may be required by the DEPARTMENT, such financial statements to include documented match of in-kind contributions, data, records, contracts and other matters related to the PROJECT, as the DEPARTMENT deems necessary.

5. The GRANTEE shall have performed the required financial audit based on the amount of total federal funds received and in conformity with the provisions of the State Management Plan. The GRANTEE shall provide the DEPARTMENT with a copy of the audit report.

ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) days written notice by: (a) mutual consent of both parties; or (b) unilaterally by either party without cause.
2. In the event that at the time of the expiration and/or termination of this Agreement, the GRANTEE has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, the GRANTEE shall be liable and shall pay to the DEPARTMENT the amount of the excess funds, with payment to be made by the GRANTEE to the DEPARTMENT within thirty (30) days of the expiration and/or termination of this Agreement.
3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or FTA and the ability of the GRANTEE to secure the required matching funds. The DEPARTMENT shall terminate this Agreement, and the GRANTEE waives any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason: (a) the DEPARTMENT'S funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired; and or (b) the GRANTEE'S funding is not appropriated or is withdrawn, limited or impaired.
4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If the GRANTEE and or its contractor fails to provide or satisfactorily perform any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
 - b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the GRANTEE to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or
 - c. If the GRANTEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

- d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the GRANTEE, or any agent or representative of the GRANTEE, to any officer or employee of the State of Nevada with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. The date of the postmark on the written notice shall constitute the service date.
 6. Upon expiration, termination or cancellation of the services embraced under this Agreement, all PROJECT VEHICLES AND EQUIPMENT purchased with FTA funds shall be returned to the DEPARTMENT.
 7. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of the GRANTEE, and all monies have been spent, according to this Agreement, and the final payment made, the DEPARTMENT shall terminate this Agreement.
 8. Termination for Convenience: The DEPARTMENT, by thirty (30) days written notice, may terminate this Agreement for convenience, in whole or in part, when it is in the DEPARTMENT'S interest. If this Agreement is terminated for convenience, the DEPARTMENT shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination, performed in accordance with the manner of performance set forth in this Agreement.
 9. Termination for Breach or Default: If the GRANTEE fails to perform in the manner called for in this Agreement, the DEPARTMENT may terminate this Agreement for Breach or Default. Termination for Breach or Default shall be effected by serving a written notice of termination on the GRANTEE, setting forth the manner in which the GRANTEE is in breach or default. The GRANTEE shall only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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

10. Opportunity to Cure: The DEPARTMENT in its sole discretion may, in the case of a Termination for Breach or Default, allow the GRANTEE thirty (30) days in which to cure the defect. In such case, the written notice of termination shall set forth the nature of said

breach or default, and shall state the time period in which the GRANTEE may cure its breach or default. Should the GRANTEE fail to cure said breach or default to the satisfaction of the DEPARTMENT within the time to cure allowed by the DEPARTMENT, the DEPARTMENT shall have the right to terminate the Agreement without any further obligation to GRANTEE. Any such termination for breach or default shall not in any way operate to preclude the DEPARTMENT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:
 - a. Debarment and/or Suspension: The GRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the GRANTEE is required to verify that none of its contractors, principals as defined at 49 CFR 29.995, or affiliates as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
 - c. The GRANTEE is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
 - d. ADA: The GRANTEE shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.
 - e. Civil Rights: The GRANTEE shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
 - f. Disadvantaged Business Enterprises (DBEs): In connection with the performance of this Agreement, the GRANTEE will cooperate with the DEPARTMENT in meeting the DEPARTMENT'S commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts

to insure the DBEs have the maximum practicable opportunity to compete for subcontract work under this Agreement.

2. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:
 - a. Compliance with Regulations: The GRANTEE shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - b. Nondiscrimination: The GRANTEE, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The GRANTEE shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
 - c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GRANTEE of the GRANTEE'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
 - d. Information and Reports: The GRANTEE shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by the DEPARTMENT or the FTA to be pertinent to ascertain compliance with such Regulations or directives.
 - e. Sanctions for Noncompliance: In the event of the GRANTEE'S noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the GRANTEE under this Agreement until the GRANTEE complies, and/or
 2. Cancellation, termination or suspension of this Agreement, in whole or in part.
 - f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FTA.
 - g. Incorporation of Provisions: The GRANTEE will include the provisions of

Paragraphs (a) through (f) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.

3. The GRANTEE will include all Federally required procurement clauses in all purchase contracts as required by the State Management Plan to include Buy America, Debarment and Suspension, and Lobbying.
4. The GRANTEE agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
5. The GRANTEE shall comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and 00/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.
6. The GRANTEE shall comply with all applicable standards, orders and or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate EPA Regional Office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and 00/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.
7. The GRANTEE acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the GRANTEE certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this agreement and the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the GRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 against the GRANTEE, to the extent the Federal Government deems appropriate.
8. The GRANTEE also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the United States Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) against the GRANTEE, to the extent the Federal Government deems

appropriate.

9. The GRANTEE agrees to include Paragraphs 5 and 6 in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.
10. The GRANTEE shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws and regulations.
11. The GRANTEE and all successors, executors, administrators, and assigns of the GRANTEE'S interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
12. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FTA shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the State of Nevada.
13. Performance During Dispute: Unless otherwise directed by the DEPARTMENT, the GRANTEE shall continue performance under this Agreement while matters in dispute are being resolved.
14. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
15. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations

in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds that have been appropriated for payment under this AGREEMENT, but not yet paid for the fiscal year budget in existence at the time of the breach.

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement. Venue for any such actions shall be in Carson City.
18. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

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

FOR GRANTEE: Shelly Aldean, Chair
ATT.: Patrick Pittenger
3505 Butti Way
Carson City, NV 89701
Phone: (775) 887-2355
Fax: (775) 887-2164
E-Mail: ppittenger@ci.carson-city.nv.us

19. The GRANTEE shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the DEPARTMENT.
20. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
22. It is specifically agreed between the parties executing this Agreement that it is intended to

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

23. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
24. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
25. The GRANTEE acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party pertaining to any matter resulting from this Agreement.
26. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
27. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.
29. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
30. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.
31. This Agreement, and the attachments thereto: Attachment A - "Application" and Attachment B - "In-Kind Match" constitutes the entire Agreement along with documents incorporated herein by reference of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may

have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement 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 specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

GRANTEE: Carson Area
Metropolitan Planning Organization

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

SIGNATURE

DIRECTOR

NAME (PRINT)

REVIEWED:

TITLE (PRINT)

Tracy Larkin-Thomason
ASSISTANT DIRECTOR, PLANNING

ATTEST:

APPROVED as to Legality and Form:

NAME, TITLE

DEPUTY ATTORNEY GENERAL

Approved as to Form:

ATTORNEY

ATTACHMENT

“A”

Giomi, Patricia A

From: Keith Pearson [KPearson@ci.carson-city.nv.us]
Sent: Thursday, October 16, 2008 9:31 AM
To: Giomi, Patricia A
Subject: 5316 JARC

Hi Trish,

Carson Area Metropolitan Planning Organization currently has within its boundaries an Intercity route that runs from Carson City to Reno. Also Carson City RTC is in negotiations with Lake Tahoe to provide service from Carson City to Lake Tahoe and there is potential for service between Carson City and Lyon County and/or Storey County. CAMPO would like to request NDOT to apply for 5316 JARC funds on behalf of CAMPO for the fiscal years 2008 & 2009. These funds will be used towards our Reno to Carson City service and for the other potential routes that would go from Carson City to Lake Tahoe and potentially Lyon and Storey Counties.

If you have any questions or need additional information please feel free to contact me.

Best Regards,

Keith R. Pearson
Transit Coordinator
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

(775) 887-2355 x 1047

(775) 887-2112 Fax

E-mail: KPearson@ci.carson-city.nv.us

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1625
Recipient Name:	NEVADA DEPARTMENT OF TRANSPORTATION
Project ID:	NV-37-X013
Budget Number:	1 - Budget Pending Approval
Project Information:	Job Access Reverse Commute

Part 1: Recipient Information

Project Number:	NV-37-X013
Recipient ID:	1625
Recipient Name:	NEVADA DEPARTMENT OF TRANSPORTATION
Address:	1263 SOUTH STEWART STREET, CARSON CITY, NV 89712 0000
Telephone:	(775) 888-7463
Facsimile:	(775) 888-7207

Union Information

Recipient ID:	1625
Union Name:	AMALGAMATED TRANSIT UNION LOCAL 1637
Address 1:	900 East Karen Ave
Address 2:	Suite B208
City:	Las Vegas, Nv 89109
Contact Name:	Rick Valero
Telephone:	(702) 731-9244
Facsimile:	(702) 731-6077
E-mail:	local1637@atu.lvcoxmail.com
Website:	

Recipient ID:	1625
Union Name:	TEAMSTERS LOCAL 533
Address 1:	240 Gentry Way
Address 2:	
City:	Reno, Nv 89502
Contact Name:	Damon Smith

Telephone:	(775) 348-6060
Facsimile:	(775) 348-1501
E-mail:	teamster533@sbcglobal.net
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$339,524
Project Number:	NV-37-X013	Adjustment Amt:	\$0
Project Description:	Job Access Reverse Commute	Total Eligible Cost:	\$339,524
Recipient Type:	State Agency	Total FTA Amt:	\$169,762
FTA Project Mgr:	John Hunt	Total State Amt:	\$0
Recipient Contact:	Jim Mallery	Total Local Amt:	\$169,762
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20516	Special Condition:	None Specified
Sec. of Statute:	5316	S.C. Tgt. Date:	None Specified
State Appl. ID:	NV-37-X013	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2008 - Sep. 30, 2009	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 01, 2008		
Program Page:	Statewide 17		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
320000	NEVADA

Congressional Districts

State ID	District Code	District Official
32	1	Shelley Berkley
32	2	Dean Heller

32

3

Jon C Porter

Project Details

FY08-\$43,057 and FY09-\$43,057 Job Access Reverse Commute funds apportioned to state governors for urbanized areas with 50,000-199,000 in population. The only urbanized area in Nevada meeting the criteria for these funds is the Carson Area Metropolitan Planning Organization, CAMPO. These funds are derived from a Coordinated Human Services Transportation Plan.

CAMPO is the program administrator for the Jump Around Carson, JAC transportation services. CAMPO will utilize the JARC funding to fund part of the PRIDE system running between Washoe County and Carson City and expand services to include connectivity to Lake Tahoe and Lyon and Storey Counties. There are currently no services operating between Carson City and Lake Tahoe, Lyon and Storey Counties. These funds will provide funding for transportation for commuters between these areas which include a large number of low paying casino employees. CAMPO currently operates in the urbanized area of Carson City with a population of 57,723.

FY09 \$83,648 Job Access Reverse Commute funds for sub-recipients serving the rural and small urban areas of the state derived from our Coordinated Human Services Transportation Plan.

Northern Nevada Transit Coalition (NNTC) is the program administrator for two systems, North Eastern Area Transportation (NEAT) and Ely Bus which are the only public transportation services in these areas. NNTC utilizes the JARC funding to provide rides for parents and children to and from daycare and then to and from work mostly at low paying casino jobs. NEAT operates in the small city of Elko and surrounding areas of Carlin, Spring Creek, Wells and Lamoille (pop 47,000) with an average monthly ridership of 14,563 of which 2,314 (15%) are low income individuals using the system for employment purposes. Ely Bus operates in White Pine County serving the rural communities of Ely, Ruth and McGill pop. (4,896) with intercity services to Elko bi-monthly. The service provides an average of 1,273 rides per month of which 283 (22%) are low income employment related.

Funding breakdown:

Urbanized area funding for pop 50,000-199,999

FY08- \$43,507-CAMPO

FY09- \$43,507-CAMPO

Small Urban and Rural Funds

FY09-\$83,648

NNTC-\$75,000

Bal.-\$8,648

Earmarks

No information found.

Security

No information found.

Part 3: Budget**Project Budget**

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
300-00 OPERATING ASSISTANCE	1	\$169,762.00	\$339,524.00
ACTIVITY			
30.09.00 OPERATING ASSISTANCE - 50% (USE FPC 04)	1	\$169,762.00	\$339,524.00

Estimated Total Eligible Cost:	\$339,524.00
Federal Share:	\$169,762.00
Local Share:	\$169,762.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

No Amendment Funding Source information is available for the selected project

Alternative Fuel Codes

30.09.00	OPERATING ASSISTANCE - 50% (USE FPC 04)	Diesel Fuel
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Extended Budget Descriptions

300-00	OPERATING ASSISTANCE	1	\$169,762.00	\$339,524.00
Scope 300.00, Activity 30.09.00 **See Program of Projects in attachment.				
30.09.00	OPERATING ASSISTANCE - 50% (USE FPC 04)	1	\$169,762.00	\$339,524.00
CAMPO operates the Jump Around Carson, JAC transportation in Carson City, Douglas and Lyon Counties. Local Match funds will come from Carson RTC.				
NNTC operates two services one in Elko and surrounding areas and one in Ely. Local Match will come Elko and White Pine Counties.				

Changes since the Prior Budget

Unable to find change amount information.

Part 4. Milestones

30.09.00 OPERATING ASSISTANCE - 50% (USE FPC 04) 1 \$169,762 \$339,524

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Contract Signed	Dec. 01, 2008
2.	Contract Complete	Sep. 30, 2009
3.	Final Expenditure	Sep. 30, 2009

Part 5. Environmental Findings

300900 OPERATING ASSISTANCE - 50%
(USE FPC 04)

1

\$169,762

\$339,524

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

Part 6: Fleet Status

Fixed Route

		Before	Change	After
I.	Active Fleet			
	A. Peak Requirement	0	0	0
	B. Spares	0	0	0
	C. Total (A+B)	0	0	0
	D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	0	0	0

No Rolling Stock budgeted in this application.

Part 7. FTA Comments

No information found.

Part 8: Results of Reviews

The reviewer did not find any errors

NV-37-X013 Quarterly Narrative Report

Jul. 01, 2008 through Sep. 30, 2008

As Of Nov. 13, 2008

MS/P Report Submitted , FSR Submitted

Part 1: Recipient Information

Project Number:	NV-37-X013
Recipient ID:	1625
Recipient Name:	NEVADA DEPARTMENT OF TRANSPORTATION
Address:	1263 SOUTH STEWART STREET, CARSON CITY, NV 89712 0000
Telephone:	(775) 888-7463
Facsimile:	(775) 888-7207

Part 2: Project Information

Project No:	NV-37-X013
Brief Desc:	Job Access Reverse Commute
FTA Project Mgr:	John Hunt
Start/End Date:	Oct. 01, 2008 - Sep. 30, 2009
Gross Project Cost:	\$339,524
Adjustment Amt:	\$0
Total Eligible Cost:	\$339,524
Total FTA Amt:	\$169,762
Total State Amt:	\$0
Total Local Amt:	\$169,762
Other Federal Amt:	\$0

Part 3: Financial Status Report**Financial Status**

	Previous	This Period	Cumulative
A. Total Outlays	\$0	\$0	\$0
B. Recipient Share of Outlays	\$0	\$0	\$0
C. Federal Share of Outlays	\$0	\$0	\$0
D. Total Unliquidated Obligations			\$0
E. Recipient Share of Unliq. Obligations			\$0
F. Federal Share of Unliq. Obligations			\$0
G. Total Federal Share (C + F)			\$0
H. Total Federal Funds			\$0
I. Unobl. Bal. of Fed. Funds (H - G)			\$0

Cost Plan

Type of Rate	N/A
Rate	0.00%

Base	\$0
Total Amount	\$0
Federal Amount	\$0

Part 4. Milestone/Progress Report

30.09.00	OPERATING ASSISTANCE - 50% (USE FPC 04)	<u>Quantity</u> 1	<u>FTA Amount</u> \$169,762	<u>Elig. Proj. Cost</u> \$339,524
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Contract Signed	12/1/2008				
2.	Contract Complete	9/30/2009				
3.	Final Expenditure	9/30/2009				

ATTACHMENT

B

ATTACHMENT "B"

SOURCES OF LOCAL MATCH

**www.fta.dot.gov/documents/FTA_C_9040.1F
(FTA Circular C 9040. 1F)**

IN-KIND CONTRIBUTIONS

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

Examples of In-kind contributions:

- Donations (fuel, vehicle maintenance, vehicle parking/storage, marketing, advertising, office space, etc)
- Volunteered services (legal, administrative, drivers, etc)
- Donated expendable equipment (vehicles, communication equipment, computers, etc)
- Donated supplies (office/laboratory/workshop/classroom, etc)

LOCAL MATCH FUNDS

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

Examples of local match:

- State or local appropriations
 - Dedicated tax revenues
 - Private donations
 - Net income generated from advertising and concessions
-