

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

**Date Submitted:** May 3, 2010

**Meeting Date:** May 12, 2010

**To:** Carson Area Metropolitan Planning Organization

**From:** Dan Doenges, Senior Transportation Planner

**Subject Title:** Action to approve an amendment to the CAMPO Public Participation Plan.

**Staff Summary:** In an effort to maintain consistency with the Nevada Department of Transportation (NDOT) and expedite necessary changes to the Transportation Improvement Program (TIP), staff is proposing to amend portions of the Public Participation Plan that address the administrative modification process.

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

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Board Action:** I move to approve an amendment to the CAMPO Public Participation Plan.

**Explanation for Recommended Action:** The existing Public Participation Plan requires that staff seek CAMPO approval prior to enacting an administrative modification to the TIP or Regional Transportation Plan (RTP). At times, administrative modifications are required on a short notice to meet federal deadlines and comply with necessary changes in programmed funding. This was the case on more than one occasion when working to secure funding through the American Reinvestment and Recovery Act (ARRA). Staff is proposing to remove the requirement to obtain CAMPO approval prior to enacting an administrative modification, but to still inform the CAMPO Board of any administrative modifications that take place. In addition, staff is proposing to follow the same criteria that NDOT uses when making an administrative modification to their State Transportation Improvement Plan (STIP). This criteria has been approved by the Federal Highway Administration (FHWA), and would provide consistency between CAMPO and NDOT. Staff has informally followed the NDOT criteria during past administrative modifications, but listing it in the Public Participation Plan would provide more transparency in the process and avoid any confusion on what constitutes an administrative modification.

A required 45-day public comment period was held to receive comments on the proposed amendment. During that time, a public informational meeting was held to give the public an opportunity to present comments and/or questions directly to staff. No comments were received during the public comment period.

**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 amendment to the CAMPO Public Participation Plan.

**Prepared By:** Dan Doenges, Senior Transportation Planner

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
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\_\_\_\_\_ (Vote Recorded By)

# **Carson Area Metropolitan Planning Organization**

## **Public Participation Plan**

Proposed Amendment May 12, 2010



## **Introduction**

Subsequent to the year 2000 Decennial Census, the Carson area exceeded a population of 50,000 people as determined by the Bureau of the Census. As a result, the Governor of Nevada designated the Carson Area Metropolitan Planning Organization (CAMPO) as the metropolitan planning organization (MPO) for the Carson Urbanized Area on February 26, 2003.

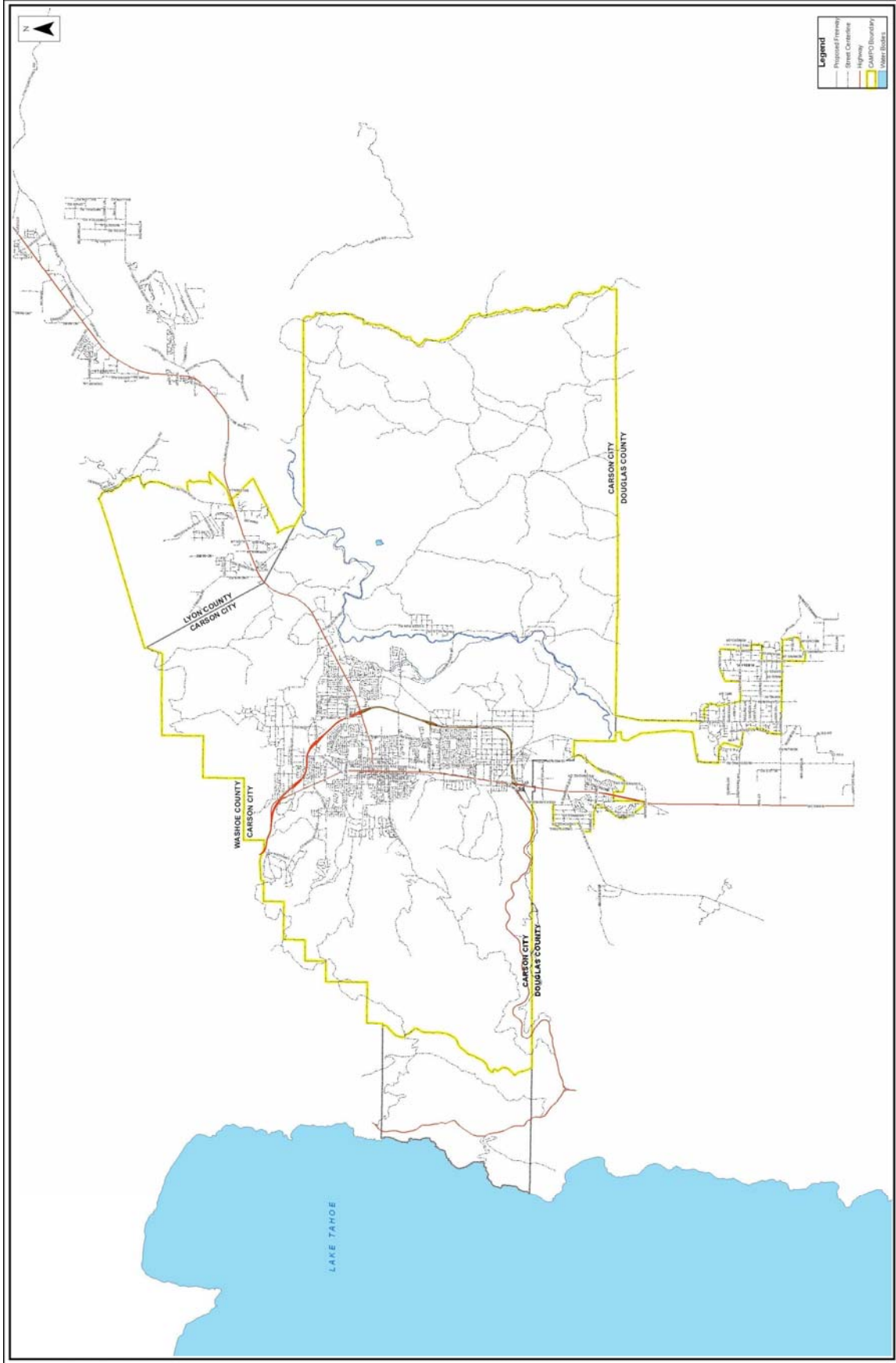
The CAMPO metropolitan planning area (MPA) boundaries encompass all of Carson City (with the exception of the western portion fronting Lake Tahoe – this portion is included within the Tahoe MPO) and portions of northern Douglas County and western Lyon County. Figure 1 depicts CAMPO's boundaries. CAMPO is governed by a seven (7)-member board consisting of the five (5) members of the Carson City Regional Transportation Commission (RTC), one (1) member representing Douglas County and one (1) member representing Lyon County. In addition, a representative from the Nevada Department of Transportation serves as an ex officio, non-voting member in an effort to continually coordinate the metropolitan transportation planning process with the statewide transportation planning process. Carson City provides the staffing necessary to execute the daily functions and responsibilities of the MPO.

The primary responsibility of CAMPO is the continuous, cooperative, and comprehensive multimodal transportation planning process for the urbanized area. Among other state and federal requirements, this includes the development of a Regional Transportation Plan (RTP) with a minimum 20-year planning horizon and a Transportation Improvement Program (TIP) with a minimum of a four-year horizon.

On August 10, 2005, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) was signed into law. With guaranteed funding for highways, highway safety, and public transportation totaling \$244.1 billion nationwide, SAFETEA-LU represents the largest surface transportation investment in U.S. history. SAFETEA-LU further refines and expands upon two previous transportation bills: the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21). Due to the recently adopted SAFETEA-LU legislation, MPOs across the nation are subject to new planning requirements promulgated on February 14, 2007.

This document was created in accordance with the SAFETEA-LU requirements regarding public participation in the metropolitan transportation planning process. The following sections further describe the procedures, strategies, and desired outcomes of the public participation process as it pertains to citizen and interested party input in the CAMPO transportation planning process.

Figure 1 CAMPO Metropolitan Planning Area



## **Objectives of the Public Participation Plan**

The Public Participation Plan (PPP) has been drafted in accordance with the guidelines under the Final Rule of 23 CFR §450.316 Metropolitan Transportation Planning. CAMPO is committed to compliance with all federal laws and regulation throughout the public participation process including adherence to Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. The following is a list of objectives that CAMPO has committed to achieve through the Public Participation Plan.

1. Notification of the Public and Targeted Groups
2. Solicited Input
3. Demonstrated Consideration
4. Continued Evaluation

These four general objectives are further expanded upon in the corresponding sections below as strategies with their corresponding outcomes (bulleted).

1. Notify all citizens and interested parties of metropolitan planning issues and processes and provide access to information and public participation activities in a timely manner.
  - Adequate public notice and an agenda consisting of the time and location of CAMPO meetings will be posted in multiple locations and be made available upon request. This policy is also in accordance with the Nevada open meetings laws (NRS: Chapter 241 – Meetings of State and Local Agencies).
  - All agendas/meeting notices and, to the extent possible, all other technical information will be made electronically available on the official CAMPO website at [www.carsonareampo.com](http://www.carsonareampo.com). In addition, all agenda materials will be written in a concise manner that can be easily understood by the general public.
  - CAMPO currently maintains a mailing list of potential interested parties including various federal, state and local agencies, organizations, private providers, tribes, and local media. Meeting agendas are physically or electronically mailed to every individual on the mailing list.
  - All CAMPO meetings will be held at convenient and accessible locations in close proximity to public transportation with consideration and accommodation made for individuals covered under the Americans with Disabilities Act (ADA).
  - CAMPO Policy Board meetings are generally held on the second Wednesday of each month. With the exception of a scheduling conflict, meetings are typically held in the Sierra Room at the Community Center at 851 East William Street in Carson City. The Community Center and Sierra Room are ADA accessible. All agendas are posted prior to the meeting (as per NRS 241) at the following locations.

➤ CARSON CITY CITY HALL, 201 North Carson Street

- CARSON CITY LIBRARY, 900 North Roop Street
- CARSON CITY COMMUNITY CENTER, SIERRA ROOM, 851 East William Street
- CARSON CITY PUBLIC WORKS, 3505 Butti Way
- CARSON CITY DEVELOPMENT SERVICES, PLANNING DIVISION, 2621 Northgate Lane, Suite 62
- DOUGLAS COUNTY EXECUTIVE OFFICES, 1594 Esmeralda Avenue, Minden
- LYON COUNTY DAYTON SERVICE OFFICE, 801 Overland Loop, Suite 201, Dayton
- NEVADA DEPARTMENT OF TRANSPORTATION, 1263 S. Stewart Street, Carson City

- Every special meeting of the CAMPO Board or other project-specific public open house events will be publicly noticed under the legal notice section of the *Nevada Appeal*. CAMPO may also notice the event in multiple newspapers and may issue a press release summarizing the content of the event. In addition, documentation will be prepared and distributed to all contacts on a CAMPO maintained list.
- An effort will be made to meet requests for CAMPO documents made by non-English speaking and visually impaired citizens. CAMPO will seek the services of an interpreter upon request.

2. Solicit the participation of citizens and interested parties in the transportation planning process and provide a reasonable opportunity to comment on proposed planning documents and projects.

- CAMPO Staff will create Advisory Workgroups specific to the development and adoption of transportation planning documents as required and other special studies as warranted. Advisory Workgroups will generally consist of representatives from federal, state, and local government agencies; tribes; private transportation providers; the freight industry; and local organizations with knowledge, expertise, and/or an interest in the subject matter of the planning document that is being developed or updated.
- A period devoted to comment from the public and interested parties will be provided at all CAMPO meetings.
- Comments may be submitted at anytime on the CAMPO website.
- Significant updates to CAMPO documents, excluding administrative modifications, will be given a minimum 30-day public review and comment period; with the exception of this Public Participation Plan, which will be given a minimum of 45 days for review and public comment. All public comment and review periods will be adequately noticed prior to the official opening. An administrative modification, as defined in 23 CFR §450.104, is a minor revision to a long-range metropolitan transportation plan or Transportation Improvement Program (TIP) that includes minor changes to project/project phase costs, minor

changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment or redemonstration of fiscal constraint.

- CAMPO will follow the same criteria for an administrative modification that the Nevada Department of Transportation has adopted, which has been approved by the Federal Highway Administration. An administrative modification, as it pertains to the Transportation Improvement Program (TIP), will be applied under the following situations.
  1. When there is a change in a public funding category with no change in the priority of a project in the TIP.
  2. When a project is moved from the third or fourth year to the first or second year or a project is moved from the second to the first year of the TIP (project is moved forward).
  3. When moving a project from the first to the second, third or fourth year of the TIP or moving a project from the second or third year to the fourth year (project is moved back).
  4. When a positive cost estimate change of less than \$5 Million is requested/anticipated.
  5. When a positive cost estimate change is requested/anticipated that is greater than \$5 Million, but less than 20 percent of the estimated dollar amount of the project.
  6. When a positive or negative change in the un-programmed balance forward is received.
  7. When a positive or negative change in the anticipated fund allocation is received.
  8. When a project is added to use Federal Funds for repayment of previously authorized work and all repayments will come from unallocated funds.
  9. When a new planning study is identified.
  10. When a project is Advance Constructed.
- In the event that the final draft of a document significantly differs than the preliminary draft at the close of a public comment period, an additional opportunity to review and comment will be provided following the completion of the revised draft.
- When applicable, and to the extent possible, CAMPO will employ visualization techniques in the form of maps, graphs and other techniques in an effort to best convey information being presented on transportation planning documents and related issues to citizens and interested parties. Information will be presented in a clear, concise manner and all technical terms will be defined.
- Any member of the general public may request to receive emails containing project updates, meeting agendas, and CAMPO documents. Citizens can sign up to be included on an email list at any CAMPO meeting or event, or via a request submitted on the CAMPO web site.



- CAMPO will identify and consider the needs of those traditionally underserved by existing transportation systems and those that may face challenges in accessing employment and other services, as appropriate to specific planning activities.
  - CAMPO will seek the services of an interpreter for public meetings when necessary.
3. Demonstrate explicit consideration to public input received.
- CAMPO Staff will address any questions or comments received in a timely and courteous manner.
  - CAMPO will demonstrate explicit consideration to all public input received during the development of any transportation planning document. Staff will consider citizen and interested party comments before making a recommendation to the CAMPO Board.
  - The extent to which any comments from the public or an interested party are considered will be explained in the record of public comment.
  - Records of public comment will be provided to CAMPO Board members and those on the CAMPO mailing list prior to any CAMPO action, and will be made available to the public.
4. Continue to evaluate the public participation process and provide improvements to the plan when possible.
- The outreach effort will be evaluated following the completion of each plan development or update.
  - If it is determined that an outreach effort could be improved upon, the Public Participation Plan will be reviewed and modified as needed.

### **Participation Efforts Specific to CAMPO Plan Updates and Studies**

#### Regional Transportation Plan

The Regional Transportation Plan (RTP) is the official multimodal transportation plan which addresses a minimum 20-year planning horizon that is developed, adopted and updated by CAMPO through the transportation planning process. The RTP typically includes, but is not limited to, the following elements: Status of the Existing Transportation System, Demographics, and Land Use, and the Effect of Anticipated Growth; Goals and Objectives; Planned Improvements to all Transportation Modes; and an Implementation Plan including a Financial Plan. An update to this document will include the formation of an Advisory Workgroup that will meet periodically based upon a pre-determined plan development schedule as the development of each section progresses. A final draft will be available for review by the Advisory Workgroup, CAMPO Board, and general public during an official public review period not less than 30 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All

documented comments will be made available to the general public. In the event of an administrative modification, CAMPO staff may act to implement minor revisions to the RTP without public review or comment. The CAMPO Board will be informed of any administrative modifications that occur at the next meeting of the Board following the modification.

#### Transportation Improvement Program

The Transportation Improvement Program (TIP) is a prioritized listing of transportation projects covering a period of four years that is developed and formally adopted by CAMPO as part of the metropolitan transportation planning process. The TIP is a requirement for projects to be eligible for federal funding. The final draft will be presented for public review for a period not less than 30 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public. In the event of an administrative modification, CAMPO staff may act to implement minor revisions to the TIP without public review or comment. The CAMPO Board will be informed of any administrative modifications that occur at the next meeting of the Board following the modification.

#### Unified Planning Work Program

The Unified Planning Work Program (UPWP) is a statement of work identifying the planning priorities and activities to be undertaken within the CAMPO planning area. The UPWP at a minimum includes a description of planning work and resulting products, details on whom will perform the work, the timeframe for completing each of the work elements, the cost of each of the work elements and the source of funding for each of the work elements. The final draft will be presented for public review for a period not less than 30 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public.

#### Public Participation Plan

The Public Participation Plan (PPP), which is the scope of this document, is to be developed in consultation with all interested parties and shall describe the procedures, strategies and desired outcomes of the public participation process as it pertains to the CAMPO transportation planning process. The effectiveness of the PPP will be periodically reviewed to ensure that the plan continues to provide an easily accessible process for all of those wishing to be involved. If the CAMPO Board or staff determines that the existing PPP can be improved, a new public comment period will ensue following any significant changes to the document. An update to this document will include the formation of an Advisory Workgroup that will meet periodically based upon a pre-determined plan development schedule as the development of each section progresses. A final draft will be available for review by the Advisory Workgroup, CAMPO Board, and general public during an official public review period not less than

45 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public.

### Other Transportation Planning Studies

Other transportation planning studies refers to any other document or plan development that may seek to improve any or all modes of transportation within the CAMPO area, but is not necessarily a requirement in securing metropolitan transportation planning funds. Some examples of these types of plans may include a Travel Demand Model Development, Transit Development Plan (TDP), an Intelligent Transportation Systems (ITS) plan, a specific corridor study, etc. These types of plans would still benefit from the public participation process. The development of a document of this type may warrant the formation of an Advisory Workgroup that will meet periodically based upon a pre-determined plan development schedule as the development of each section progresses. A final draft will be available for review by the Advisory Workgroup, CAMPO Board, and general public during an official public review period not less than 30 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public.

### **How to Contact CAMPO**

All comments received at a CAMPO meeting or event will be recorded or accepted in person at the time of a meeting. In addition, comments will be accepted at any other time and may be submitted via mail or faxed to the following address.

Carson City Public Works Department  
Attention: Transportation Division  
3505 Butti Way  
Carson City, NV 89701  
(P) 775-887-2355  
(F) 775-887-2112

Comments may also be submitted on the CAMPO web site at [www.carsonareampo.com](http://www.carsonareampo.com).

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

**Date Submitted:** May 3, 2010

**Meeting Date:** May 12, 2010

**To:** Carson Area Metropolitan Planning Organization

**From:** Dan Doenges, Senior Transportation Planner

**Subject Title:** Action to approve an amendment to the CAMPO Transportation Improvement Program (TIP).

**Staff Summary:** The TIP requires an amendment due to a change in the scope of projects funded by the American Reinvestment and Recovery Act (ARRA).

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

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Board Action:** I move to approve a proposed amendment to the CAMPO Transportation Improvement Program (TIP).

**Explanation for Recommended Action:** In November 2009, an effort was made to modify the scope of the CAMPO ARRA grant, but the changes were disallowed by the FTA. Due to the lengthy process of a grant amendment, staff has just recently been informed of the FTA decision. Therefore, at the request of the FTA, the TIP must be amended to maintain consistency with the original grant.

A required 30-day public comment period was held to receive comments on the proposed amendment. During that time, a public informational meeting was held to give the public an opportunity to present comments and/or questions directly to staff. No comments were received during the public comment period.

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

**Fiscal Impact:** The total amount of ARRA funds available to the CAMPO area has not changed, only the manner in which they are being distributed.

**Explanation of Impact:** Redistribution of the ARRA funds will allow for consistency with the FTA grant.

**Funding Source:** American Reinvestment and Recovery Act

**Alternatives:** N/A

**Supporting Material:** Proposed amendment to the CAMPO Transportation Improvement Plan (project table only).

**Prepared By:** Dan Doenges, Senior Transportation Planner

**Board Action Taken:**

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

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

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

**Table 3  
Carson Area Metropolitan Planning Organization (CAMPO) Transportation Improvement Program  
FFY 2010 to FFY 2013 - Proposed Amendment 5/12/10**

Implementing Agency	Project Description	Limits	Improvements	Phase	FFY					Project Contributions (\$000's)						TOTAL
					2010	2011	2012	2013	Total	Federal	Fund Type	State	Fund Type	Local	Fund Type	
<b>Roadway Improvements</b>																
NDOT	US 395/Carson Freeway Construct a Controlled Access Facility	South Carson Street SR 529 to East William Street SR 530 (Phase 2)	Design, ROW, and Construct for Phase 2 of the US 395/ Carson city Freeway	E, A, C	3,750	3,750	3,750	3,750	15,000	15,000	Bond					15,000
NDOT	US 50 Storm Drain Project, Phase 1	US 395 to Clear Creek	Water quality basin, detention basin, storm drain trunk lines, outfall pipe to Clear Creek, and a flow spreader structure at Clear Creek	C		6,200			6,200	6,200	NHS					6,200
NDOT	US 50 Storm Drain Project, Phase 2	US 395 to approx MP CC 5.00	Trunk line under US395, sediment collection basin, drop inlets, manholes, misc .paving, open grade, restriping	C				12,900	12,900	12,900	STP Statewide					12,900
NDOT	US 395 Northbound Third Lane Widening	Jacks Valley Road to Old Clear Creek Road	Add a third northbound lane	C	2,655				2,655	2,655	ARRA					2,655
NDOT	US 395/50 Carson Freeway Landscape Improvements	Fifth St grade separation to Fairview Dr interchange	Landscape improvements along the Carson Freeway	PE, C	1,500				1,500	1,500	ARRA					1,500
CCRTC	US 395 Carson Freeway Phase 2 (Northern Leg) Freeway Landscape Improvements	N. Carson St. to Carmine St. Grade Separation	Landscape interchanges and grade separation along the Carson Freeway	C	2,361				2,361	1,711	SAFETEA-LU Earmark	500	Community Match	150	CCRTC	2,361
CCRTC	Carson City Street Micropaving	Selected Streets: Arrowhead Dr, College Pkwy, Fairview Dr, Koontz Ln, Roop St, Edmonds Dr, Winnie Ln, Ash Canyon Dr, S Ormsby Blvd, Washington St	Micropave selected Carson City streets	M	930				930	930	ARRA					930
<b>Roadway Totals</b>					11,196	9,950	3,750	16,650	41,546	40,896		500		150		41,546
<b>Public Transit Improvements</b>																
CCRTC	Acquisition of vehicle equipment - JAC system	For operations within the CAMPO Boundary	Purchase of vehicle equipment and capital for existing vehicles	CA	40				40	32	5307			8	CCRTC	40
CCRTC	Vehicle Purchase for Public Transit Service - Carson City	For Jump Around Carson (JAC) Operations	One Bus for Carson City JAC and JAC Assist service	CA		192			192	159	5309			33	CCRTC	192
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	215
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	224
CCRTC	Preventive Maintenance	For Jump Around Carson (JAC) Operations	Capital Cost of Preventive Maintenance	CA	20	90	93	97	300	240	5307			60	CCRTC	300
CCRTC	Jump Around Carson (JAC) Transit Service	Carson City	Continued Operations of Fixed Route & Paratransit Services	O	820	851	884	917	3,472	1,746	5307			1,725	CCRTC	3,472
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	20	20	20	20	80	40	5307			40	CCRTC	80
CCRTC	Transit service from Carson City to South Lake Tahoe via Spooner Summit	Operations within the CAMPO Boundary	STATA Operations within CAMPO Boundary	O	64				64	32	5307			32	STATA	64
CCRTC	Transit service from Carson City to South Lake Tahoe via Spooner Summit	Operations within the CAMPO Boundary	STATA Operations within CAMPO Boundary	O	136				136	68	5316			68	STATA	136
CCRTC	Buy Replacement 35-Ft Bus	For Jump Around Carson (JAC) Operations	Four (4) buses and related equipment for Carson City JAC	CA	760				760	760	ARRA					760
CCRTC	Project Administration	For Jump Around Carson (JAC) Operations	CAMPO administration of ARRA funds	CA	8				8	8	ARRA					8
CCRTC	Preventive Maintenance	For Jump Around Carson (JAC) Operations	Capital Cost of Preventive Maintenance	CA	78				78	78	ARRA					78
CCRTC	Acquire Scheduling Software/Hardware	For Jump Around Carson (JAC) Operations	Implement paratransit scheduling software for Carson City JAC and procure hardware and related equipment	CA	80				80	80	ARRA					80
CCRTC	Operating Assistance	Carson City	Continued Operations of Fixed Route Services for Carson City	O	79				79	79	ARRA					79
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	219				219	175	5309	18	Transit Capital Match	24	CCRTC	217
DC	Douglas Area Rural Transit (DART)	Northern Douglas County within CAMPO Boundary	DART Operations within CAMPO Boundary	O	10	40	42	44	136	68	5307			68	DC Senior Services	136
DC	Preventive Maintenance	For Douglas Area Rural Transit (DART)	Capital Cost of Preventive Maintenance	CA	8	9	9	9	35	35	ARRA					35
DC	Rehab/Rebuild <30-Ft Bus	Northern Douglas County within CAMPO Boundary	Rehabilitation of existing buses for Douglas County	CA	22				22	22	ARRA					22
DC	Douglas Area Rural Transit (DART)	Northern Douglas County within CAMPO Boundary	DART Operations within CAMPO Boundary	O	22	8			30	30	ARRA					30
DC	Facility Improvements - Douglas County	For operations within Douglas County	Bus stop improvements and power facilities at vehicle storage facility for bus plug-ins	C, CA	10				10	8	5309	2	Transit Capital Match			10
DC	Acquisition of vehicle related equipment	For operations within Douglas County	Vehicle related equipment	CA	44				44	35	5309			9	DC Senior Services	44
DC	Transit computer system	For operations within Douglas County	Purchase of computer equipment and related software	CA	30				30	24	5309	6	Transit Capital Match			30

**Table 3  
Carson Area Metropolitan Planning Organization (CAMPO) Transportation Improvement Program  
FFY 2010 to FFY 2013 - Proposed Amendment 5/12/10**

Implementing Agency	Project Description	Limits	Improvements	Phase	Project Contributions (\$000's)											
					2010	2011	2012	2013	Total	Federal	Fund Type	State	Fund Type	Local	Fund Type	TOTAL
CAMPO	Responsibilities as Grantee	CAMPO	Provide certifications & assurances, apply for and manage FTA funds	CA	30	30	30	30	120	96	5307			24	CAMPO	120
<b>Public Transit Totals</b>					2,500	1,240	1,293	1,341	6,374	4,168		26		2,179		6,372
<b>Other Improvements</b>																
NSRM	Nevada Dept. of Cultural Affairs - Division of Museums and History - New permanent exhibits	Nevada State Railroad Museum 2180 South Carson Street	New Permanent Exhibits and Building Improvements	E, C	526				526	500	STP Enhancement			26	NV Dept. of Cultural Affairs	526
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		402			402	382	STP Enhancement			20	NV Dept. of Cultural Affairs	402
Nevada Commission for Reconstruction of the V&T Railway	Phase 3A Construction of the V&T Railroad	Near the Carson City Model Airplane Field in Lyon County, through Lyon County (0.16 miles) and Carson City (0.90 miles) ending at Eureka Siding above Carson River	Reconstruction of approx. 1.1 miles of mainline track on existing railroad grade; new siding @ Eureka; Site Improvement @ Eastgate Siding Depot.	A, E, C	2,034				2,034	2,034	ARRA - Enhancement					2,034
Nevada Commission for Reconstruction of the V&T Railway	Phase 3B, 3C & 4 Construction of the V&T Railroad	From Eureka Siding through the Carson River Canyon to Proposed Terminal at Drako Way (4.6 Mainline Miles) or Alternate Terminal near Detroit Way (4.9 Mainline Miles).	Reconstruction of approx. 4.6 - 4.9 miles of mainline railroad track on new/existing railroad grade; Eastgate Interim Depot Improvements off Flint Drive; Siding @ Merrimac; Terminal Yard and Depot Building near Drako Way or Detroit Way.	A, E, C	500	500	125	125	1,250	475	FY 09 Appropriation			775	Commission Local Funds	1,250
<b>Other Totals</b>					3,060	902	125	125	4,212	3,391		0		821		4,212
<b>GRAND TOTALS</b>					16,756	12,092	5,168	18,116	52,132	48,454		526		3,150		52,130

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)
FTA	American Recovery and Reinvestment Act (ARRA)
FTA	Job Access and Reverse Commute (49USC5316)

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

**Date Submitted:** May 3, 2010

**Meeting Date:** May 12, 2010

**To:** Carson Area Metropolitan Planning Organization

**From:** Dan Doenges, Senior Transportation Planner

**Subject Title:** Action to approve the CAMPO fiscal year 2011 Unified Planning Work Program (UPWP).

**Staff Summary:** CAMPO must submit a UPWP to the Nevada Department of Transportation (NDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) for fiscal year 2011 (July 1, 2010 – June 30, 2011). The UPWP establishes the budget for proposed CAMPO activities and describes how federal Planning (PL) and FTA Section 5303 funds will be administered during the fiscal year.

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

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Board Action:** I move to approve the CAMPO fiscal year 2011 Unified Planning Work Program (UPWP).

**Explanation for Recommended Action:** Prior to the beginning of each fiscal year, CAMPO must submit a UPWP to NDOT, FHWA, and FTA establishing the budget for proposed activities to be administered throughout the year. These agencies must approve the UPWP before any tasks are initiated in order to ensure reimbursement through federal funds for expenses incurred by CAMPO activities.

A required 30-day public comment period was held to receive comments on the proposed amendment. During that time, a public informational meeting was held to give the public an opportunity to present comments and/or questions directly to staff. In addition, an internal planning group meeting was held between CAMPO staff, NDOT, FHWA, FTA, the Department of Housing and Urban Development (HUD), and the U.S. Environmental Protection Agency (EPA). All agencies were supportive of the proposed UPWP. The FHWA made general recommendations regarding some of the language in the previous draft of the proposed UPWP, primarily to ensure that the document met the general requirements of the Federal Register. The attached document shows the revisions that have been made in response to the comments received. No comments were received from the general public.

**Applicable Statue, Code, Policy, Rule or Policy:** Federal Register 23 CFR § 450.308



**Fiscal Impact:** \$573,000 budgeted for proposed work tasks in FY 2011; comprised of \$479,750 in FHWA funds, \$54,400 in FTA funds, and \$44,850 in local funds to be divided proportionately between the three CAMPO member agencies. The \$44,850 in local funds includes \$6,000 to be divided between the three CAMPO member agencies for CAMPO responsibilities as the designated grantee for FTA funds, as is listed in the Transportation Improvement Program (TIP). As has been the case in past years, any unused local funds from the FY 2010 work program will be proportionately credited toward the FY 2011 balance for the three CAMPO member agencies.

**Explanation of Impact:** The \$44,850 in local funds will leverage and additional \$558,150 (including \$24,000 for CAMPO responsibilities as the designated grantee for FTA funds, listed in the TIP) that is necessary to complete the work tasks outlined in the proposed UPWP.

**Funding Source:** FHWA (PL funds), FTA (5303 funds), CAMPO member agencies (Carson City, Douglas County, and Lyon County).

**Alternatives:** N/A

**Supporting Material:** Proposed FY 2011 UPWP.

**Prepared By:** Dan Doenges, Senior Transportation Planner

**Board Action Taken:**

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

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

**CARSON AREA  
METROPOLITAN PLANNING ORGANIZATION**



**Fiscal Year 2011: July 1, 2010 – June 30, 2011**

**UNIFIED PLANNING WORK PROGRAM**

Proposed 5/12/10

Carson Area Metropolitan Planning Organization (CAMPO)  
Policy Board Membership

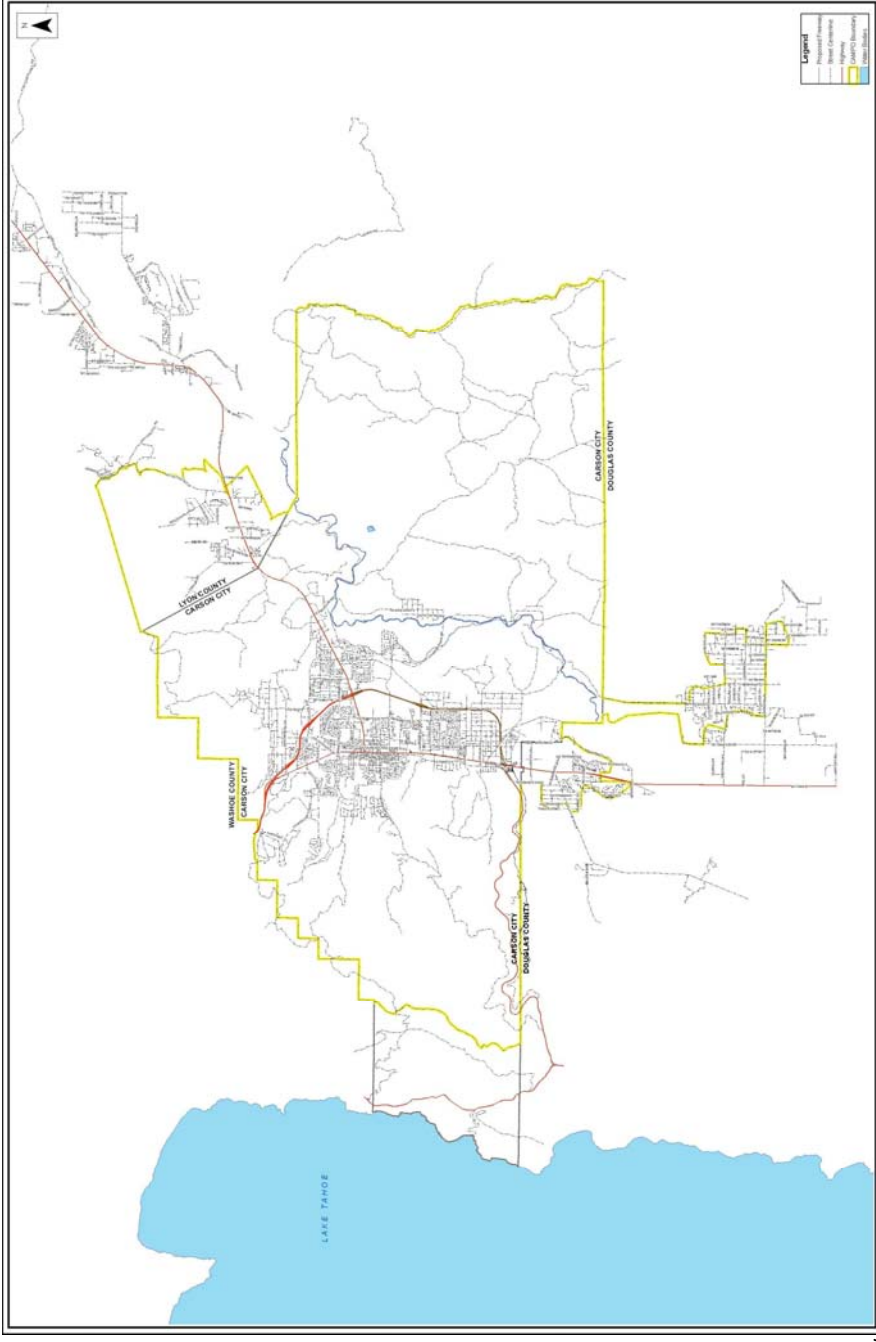
<b>Member</b>	<b>Governmental Body Represented</b>
Mr. Jim Mallery, Chairperson	Carson City
Mr. Dennis Stark, Vice-Chairperson	Lyon County
Ms. Shelly Aldean	Carson City
Mr. Russell Carpenter	Carson City
Mr. Bob Crowell	Carson City
Mr. Charles Des Jardins	Carson City
Mr. Greg Lynn	Douglas County
Mr. Dennis Taylor, Non-Voting, Ex-Officio	Nevada Department of Transportation

### CAMPO Staff

<b>Title</b>	<b>FTE</b>
Public Works Director/Deputy Public Works Director	0.1
Transportation Manager	0.6
Senior Transportation Planner	0.9
Transit Coordinator	0.3
Accountant	0.5
<b>Total</b>	<b>2.4</b>

\* Other support staff, such as GIS staff, used occasionally.

# CAMPO Metropolitan Planning Area



## **INTRODUCTION**

### **What is a Metropolitan Planning Organization?**

A Metropolitan Planning Organization is an organization of local governments in areas with a collective population of 50,000 or over, termed an Urbanized Area. As a condition for receiving Federal transportation dollars, MPOs must have a *continuing, cooperative, and comprehensive* transportation planning process in cooperation with the State. The MPOs are to cooperate with the State in developing transportation plans and programs for urbanized areas. This transportation planning process results in plans and programs consistent with the area's locally adopted comprehensive plans.

### **What is the Carson Area Metropolitan Planning Organization?**

In 2002, the US Bureau of Census declared that the population of the Carson Urbanized Area, according to the 2000 Census, had surpassed the population threshold of 50,000. The urbanized area consists of Carson City, as well as the abutting, relatively densely inhabited portions of Douglas and Lyon Counties. As of the year 2000 Census approximately 84.5% of the urbanized area population was in Carson City, 12.5% in Douglas County, and about 3.0% in Lyon County. As a result of surpassing the population criteria of 50,000, the area was required to form a Metropolitan Planning Organization for its transportation planning and programming activities. The Nevada Governor, in accordance with Federal regulations, designated the Carson Area Metropolitan Planning Organization (CAMPO) as a newly formed MPO in the State of Nevada. CAMPO is governed by a seven-member Policy Board consisting of representatives of Carson City, Douglas County, Lyon County, and the Nevada Department of Transportation. Carson City and Douglas County operate transit systems that operate in the CAMPO planning area. Additionally, Carson City cooperates in intercity transportation service that operates within the CAMPO planning area from the RTC Washoe (Reno). The representation on the MPO Policy Board from Carson City and Douglas County also represents the interests of the transit systems.

### **What is the Purpose of this Document?**

The purpose of this document is to outline the transportation planning and programming activities of the Carson Area Metropolitan Planning Organization for fiscal year 2011 (July 1, 2010 to June 30, 2011). Funding for the MPO activities are made possible through the US Department of Transportation – both the Federal Highway Administration and the Federal Transit Administration – and through the three local entities – Carson City, Douglas County, and Lyon County. The work efforts to be undertaken and their associated costs and funding are described in this document.

### **Budget Assumptions**

CAMPO receives annual apportionment of FHWA and FTA funds that may be used for transportation planning activities. The FHWA funds are from the planning (PL) program and may be used to reimburse up to 95% of eligible expenses. The FTA funds are intended for transit planning activities and are from the 5303 program. The FTA funds may be used to reimburse up to 80% of eligible transit planning expenses. In total, Federal funds are expected to cover almost 90% of the total budget. See the individual work efforts described later in this report and the summary budget table at the end of this report for further information on the MPO's revenue and expenses.

## **SUMMARY OF FY 2010 WORK EFFORTS**

The following are the primary tasks that were undertaken during FY 2010.

- The Regional Transportation Plan (RTP) was amended to include projects that were funded through the American Reinvestment and Recovery Act (ARRA). It was intended that the RTP be updated, but due to the timing of the opening of Phase 2A of the Carson City Freeway, there was not an opportune time to perform traffic counts for an updated travel demand model.
- The Transportation Improvement Program (TIP) was updated for federal fiscal years 2010-2013. Though the TIP is to be updated at least every four years, CAMPO is committed to updating it on an annual basis to better track project development and funding. Due to the (at times) unpredictable nature of ARRA funding, the TIP was amended or was subject to an administrative modification on several occasions during the previous fiscal year.
- At the request of Lyon County, CAMPO began an evaluation of the possible expansion of the Metropolitan Planning Area (MPA) boundaries further into Lyon County to incorporate the Dayton Valley area. Work under this task included data collection of demographic and socio-economic indicators in Lyon County; coordination with CAMPO member entities, NDOT, and the FHWA; and documentation/justification for the Governor of Nevada. It is anticipated that this project will be completed by the end of fiscal year 2010.
- A short-range transit system development and financial plan was completed. This plan included an evaluation of the current system and an analysis of the estimated budget over the next five-year period.
- A Pedestrian Safety Guidelines document for the CAMPO area was developed with input from the Federal Highway Administration (FHWA), Nevada Department of Public Safety, Office of Traffic Safety (OTS), Nevada Department of Transportation (NDOT), CAMPO member counties, and local stakeholders. This document was created as a resource to assist local governments implementing pedestrian safety improvements.
- Staff participated in several on-going studies and represented CAMPO as members of several committees/boards. An example of these groups include representation on the Statewide Transportation Technical Advisory Committee (STTAC), US 50 Corridor Study, Connecting Nevada Working Group (NDOT 50-Year Plan), and the Tahoe Transportation District/Commission. In addition, staff worked with the Carson City School District in an ongoing effort to support the Safe Routes to School program.

## **OVERVIEW OF FY 2011 WORK EFFORTS**

The following are the primary tasks to be undertaken during FY 2011.

- Many tasks listed in previous years' programs are considered to be ongoing and will be included in this program as well. These tasks include general administration, UPWP development, MPO representation, training, public participation efforts, and Federal regulation compliance.
- CAMPO will update the existing travel demand model and test various scenarios based upon current and projected population and employment data. The RTP will also be updated to reflect the newly defined geography and any transportation improvement projects that may have previously existed outside of the

boundaries, if applicable. This will include an evaluation of the current base year, the incorporation of any network changes, and the projection of a new planning horizon year. At a minimum, the RTP will be updated to incorporate the most current information from the travel demand model.

- In an effort to remain current and consistent with proposed transportation projects, CAMPO staff will update the TIP on an annual basis. This will also prevent having to commit a large amount of time and resources spent “catching up” with proposed projects and will help to avoid a situation where the TIP may lapse.
- CAMPO will assist the local transit providers with a bus stop amenities study to determine existing locations (in the CAMPO area) that would best benefit from improvements such as shelters, benches, and other amenities. This study will also examine connectivity issues at existing bus stops and provide a needs assessment for locations that would benefit from infrastructure improvements such as sidewalks and ADA accessible curb ramps.
- CAMPO will assist the Jump Around Carson (JAC) transit system in a transit rider preference survey to monitor ridership trends and identify the needs and concerns of the existing ridership base.
- CAMPO will also assist the JAC, Douglas Area Rural Transit (DART), and BlueGo transit systems in a study to evaluate a potential triangle transit service between Carson City, Gardnerville/Minden, and Stateline. This potential service would enhance the regional transit system by providing area residents greater mobility.
- CAMPO will assist in a corridor study to develop a multi-use path along the Carson City Freeway from Northridge Drive to Fuji Park. The proposed study would analyze and evaluate the alignment alternatives along this section of the freeway.
- New to the UPWP this year, CAMPO will undertake an Arterial and Urban Collector Traffic Signal Optimization Study for Carson City. The study will provide information and guidance on traffic signal optimization tools, traffic signal coordination strategies, and communication strategies for traffic signal interconnects. The study will focus on the principal and minor arterial and urban collector street networks within Carson City. The effort is intended to reduce vehicle delay due to ill-sequenced traffic signals with an additional potential benefit of reducing vehicle emissions (thereby improving air quality) and realizing energy savings. Use of a consultant for this project is anticipated.
- Another task new to the UPWP is a Pavement Management System (PMS) inventory for Carson City. The goal of this study will be to inventory and prioritize roadways for maintenance and construction within Carson City based on a pavement quality index, and to develop a life-cycle cost analysis for proposed improvements. This task will include procurement of a PMS software and time allotted for staff training on the new software. A consultant may be retained for this project.



## FY 2011 UNIFIED PLANNING WORK PROGRAM

A summary table that outlines the estimated cost and funding sources for all work elements is attached to this document. Except where noted below for each task, work will be completed by CAMPO staff listed previously on page two.

### WORK ELEMENT 1.0 - Administration

#### Tasks

- 1.1 General Administration and Work Program Oversight - This task will be undertaken by staff, and include the following:
- 1.1.1 Preparation of required MPO reports and memoranda supporting the activities of the Carson Area Metropolitan Planning Organization (CAMPO)
  - 1.1.2 Budget and task/activity summaries
  - 1.1.3 Preparation of billings and reimbursement requests and other related activities.
  - 1.1.4 Application and management of FHWA planning (PL) funds, and FTA funds for CAMPO operations (5303 program).
  - 1.1.5 Memberships in related professional organizations and subscriptions to related professional periodicals.
  - 1.1.6 Obtaining and maintaining professional certifications.
  - 1.1.7 MPO Board Support –providing special reports, researching MPO issues, preparation of staff agendas, and attendance at MPO regular and special meetings.
  - 1.1.8 Federal Regulation Compliance – strategies will be adopted to implement new requirements and communicated to the applicable local agencies.

Product: Reports, budget, task summaries, funding for CAMPO and local transit operators, and UPWP amendments as needed.

Funding:	FHWA PL	\$95,000
	<u>Local</u>	<u>\$5,000</u>
	Total	\$100,000

- 1.2 Unified Planning Work Program Development – Staff will prepare and adopt the FY 2012 UPWP and coordinate UPWP activities with other local, regional and statewide agencies. This task also includes UPWP amendments as needed.

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Product: An adopted FY 2012 UPWP and amendments to the FY 2011 UPWP as needed.

Funding:	FHWA PL	\$7,600
	<u>Local</u>	<u>\$400</u>
	Total	\$8,000

1.3 MPO Representation – Staff will represent the MPO at events and meetings not related to specific other UPWP tasks. This task also includes coordination with other regional MPOs, NDOT, Carson City, Douglas County, Lyon County, and other agencies and organizations to ensure development of transportation related projects that serve the best interests of the region. Deleted: R

Product: A well-represented MPO and appropriate coordination.

Funding:	FHWA PL	\$23,750
	<u>Local</u>	<u>\$1,250</u>
	Total	\$25,000

1.4 Training (not transit-specific) – Provide appropriate training to CAMPO staff and CAMPO Board members. This work program will focus on training to enhance the capabilities of staff and Board members in exercising the responsibilities of the MPO. This task will include the acquisition of materials for in-house training when appropriate. Deleted: b  
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Product: Enhanced staff capabilities.

Funding:	FHWA PL	\$15,200
	<u>Local</u>	<u>\$800</u>
	Total	\$16,000

1.5 Public Participation – Under this activity, continuing CAMPO public participation efforts will be conducted. Public participation efforts will be conducted by staff throughout the program period related to numerous work tasks, including the update of the regional plan, the update of the TIP, the development of a short-range transit plan, and other activities. Included in this task is the maintenance of the CAMPO website, as the website is a very useful tool to inform constituents of CAMPO’s purpose and current activities.

Product: Public participation activities, including an operating website for public information.

Funding:	FHWA PL	\$7,600
	FTA Section 5303	\$1,600
	<u>Local</u>	<u>\$800</u>
	Total	\$10,000

**WORK ELEMENT 2 - Regional Transportation Plan**

2.1 Update the Regional Transportation Plan (RTP) including the CAMPO travel demand model – CAMPO staff will need to update the existing and projected population and employment data and incorporate that into the existing RTP. In addition, several scenarios will be run in the CAMPO travel demand model and those results will need to be included in the RTP as well. This will include an evaluation of the current base year, the incorporation of any network changes, and the projection of a new planning horizon year. If applicable, newly defined geography and any associated planned transportation improvements will need to be identified. Use of a consultant is expected for a portion of this task.

Product: Updated and extended RTP and travel demand model

Funding:	FHWA PL	\$80,750
	FTA Section 5303	\$12,000
	<u>Local</u>	<u>\$7,250</u>
	Total	\$100,000

2.2 Update the Regional Transportation Improvement Program (RTIP) – The RTIP will be revised and extended. It will include a four-year list of projects and be consistent with all Federal planning regulations. Administrative modifications and/or formal amendments will be made as necessary throughout the period. Staff will perform all activities under this task.

Product: Updated RTIP

Funding:	FHWA PL	\$14,250
	<u>Local</u>	<u>\$750</u>
	Total	\$15,000

2.3 Regional Consistency Review – Projects proposed within the CAMPO boundaries will be subjected to a review by staff to determine consistency with the RTP and RTIP. Reviews will examine the effectiveness of proposed projects as they relate to energy conservation, ability to relieve and prevent congestion from occurring where it does not yet occur, consideration of likely impacts of transportation policy on land use and development decisions, preservation and efficient utilization of existing transportation facilities, and other matters required by federal regulation. This effort will not duplicate routine development reviews of proposed developments that are conducted by constituent units of government.

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Product: Periodic transportation system review and reports. Input on proposed developments of regional significance. Annual growth management reviews will be conducted.

Funding:	FHWA PL	\$2,850
	<u>Local</u>	<u>\$150</u>
	Total	\$3,000

### WORK ELEMENT 3 - Street and Highway Planning

- 3.1 Travel Demand Model Maintenance and Support Activity – This task consists of on-demand travel demand modeling services through consultant service. There are periodic needs to provide information to other agencies both within and outside the CAMPO area that is derived from, or is an input to, the modeling process. The majority of the cost of this project will be associated with consultant costs, with a minority of cost used to reimburse staff project management.

Product: Provision of information from the modeling process as requested

Funding:	FHWA PL	\$19,000
	<u>Local</u>	<u>\$1,000</u>
	Total	\$20,000

- 3.2 Carson City Freeway Multi-Use Path Corridor Study – The study will analyze and evaluate the alignment alternatives along the, approximately, six-mile section of the Carson City Freeway between Northridge Drive and Fuji Park. Work associated with this task will include basemapping and development of preliminary alignment alternatives. This task will also support the bike and pedestrian element of the RTP under Task 2.1. This study will provide the basis for the development of a multi-use path, which will ultimately enhance the connectivity of the transportation network by providing access to a safe alternative for non-motorized users. Use of the path will promote energy conservation and improve the quality of life for the residents of the CAMPO area. The majority of the cost of this project will be associated with consultant costs, with a minority of cost used to reimburse staff project management.

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Product: Carson City Freeway Multi-Use Path Alignment Study

Funding:	FHWA PL	\$47,500
	<u>Local</u>	<u>\$2,500</u>
	Total	\$50,000

- 3.3 Arterial and Urban Collector Traffic Signal Optimization Study – This study will provide information and guidance on traffic signal optimization tools, traffic signal coordination strategies, and communication strategies for traffic signal interconnects. The study will focus on the principal and minor arterial and urban collector street networks within the CAMPO area. Use of a consultant for this project is anticipated.

Product: A report containing recommendations on traffic signal optimization tools, traffic signal coordination strategies, and communication strategies for traffic signal interconnects for the arterial and collector network within the CAMPO area.

Funding:	FHWA PL	\$95,000
	<u>Local</u>	<u>\$5,000</u>

Total \$100,000

3.4 Pavement Management System (PMS) Inventory – The goal of this study will be to inventory and prioritize roadways for maintenance and construction within the CAMPO area based on a pavement quality index, and to develop a life-cycle cost analysis for proposed improvements. This task will include procurement of a PMS software and time allotted for staff training on the new software. Use of a consultant for this project is anticipated.

Product: A database containing a quantified pavement quality index for roadways within the CAMPO area.

Funding:	FHWA PL	\$71,250
	<u>Local</u>	<u>\$3,750</u>
	Total	\$75,000

#### 4.0 WORK ELEMENT 4 - Public Transit

4.1 Bus Stop Amenity Study – A study to be undertaken by staff that will assist the local transit providers in determining existing locations that would benefit from improvements such as shelters, benches, and other amenities. This study will also examine connectivity issues at existing bus stops and provide a needs assessment for locations that would benefit from infrastructure improvements such as sidewalks and ADA accessible curb ramps.

Product: A prioritized list of recommendations for improvements to existing bus stops locations in the CAMPO area.

Funding:	FTA Section 5303	\$4,000
	<u>Local</u>	<u>\$1,000</u>
	Total	\$5,000

4.2 Responsibilities as Federal Designated Recipient – CAMPO is an official designated grant recipient of Federal Transit Administration (FTA) funds. The designated recipient is authorized to receive and apportion FTA funds within the urbanized area. CAMPO staff will fulfill the responsibilities of the designated grant recipient, administer distribution of FTA funds in the region among transit operators, and ensure that all regulatory requirements are met. Effort under this task will include training, acquisition of necessary publications, and staff time to work with NDOT, FTA, and transit operators.

Product: Duties necessary to serve as the Federal designated grant recipient.

Funding:	FTA Section 5303	\$16,000
	<u>Local</u>	<u>\$4,000</u>
	Total	\$20,000

4.3 Regional Transit Coordination – There are four transit services operating within the CAMPO planning area (JAC, DART, RTC Intercity, and BlueGo) that are subsidized by member counties. CAMPO [staff](#) will fill the role of coordinating the services from a regional perspective and of facilitating the development of new services.

Product: Coordination and communication among transit operators.

Funding:	FTA Section 5303	\$12,000
	<u>Local</u>	<u>\$3,000</u>
	Total	\$15,000

4.4 Transit Rider Preference Survey – CAMPO [staff](#) will assist the Jump Around Carson (JAC) transit system in a transit rider preference survey to monitor ridership trends and indentify the needs and concerns of the existing ridership base.

Product: Report containing selected information and an analysis of the transit survey.

Funding:	FTA Section 5303	\$2,400
	<u>Local</u>	<u>\$600</u>
	Total	\$3,000

4.5 Transit “Triangle Service” Study – CAMPO [staff](#) will assist the Jump Around Carson (JAC), Douglas Area Rural Transit (DART), and BlueGo transit systems in a study to evaluate a potential triangle transit service between Carson City, Gardnerville/Minden, and Stateline.

Product: Report containing an analysis of the transit study.

Funding:	FTA Section 5303	\$6,400
	<u>Local</u>	<u>\$1,600</u>
	Total	\$8,000

### CAMPO 2011 UPWP Cost/Funding Summary

Major Work Element	Work Task		Funding Source				Total Cost
			FHWA		FTA		
			PL	Local Match	5303	Local Match	
1.0 MPO Administration	1.1	General Administration and Work Program Oversight	\$95,000	\$5,000			\$100,000
	1.2	UPWP Development	\$7,600	\$400			\$8,000
	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*	\$80,750	\$4,250	\$12,000	\$3,000	\$100,000
	2.2	Complete and Maintain RTIP	\$14,250	\$750			\$15,000
	2.3	Regional Consistency Review	\$2,850	\$150			\$3,000
3.0 Street and Highway Planning	3.1	Model Maintenance and Support Activities*	\$19,000	\$1,000			\$20,000
	3.2	Carson City Freeway Multi-Use Path Alignment Study*	\$47,500	\$2,500			\$50,000
	3.3	Arterial/Urban Collector Traffic Signal Optimization Study*	\$95,000	\$5,000			\$100,000
	3.4	Pavement Management System (PMS) Inventory*	\$71,250	\$3,750			\$75,000
4.0 Public Transit Planning	4.1	Bus Stop Amenity Study			\$4,000	\$1,000	\$5,000
	4.2	Responsibilities as Designated Recipient			\$16,000	\$4,000	\$20,000
	4.3	Regional Transit Coordination			\$12,000	\$3,000	\$15,000
	4.4	Transit Rider Preference Survey			\$2,400	\$600	\$3,000
	4.5	Transit "Triangle Service" Study			\$6,400	\$1,600	\$8,000
Total Funding			\$479,750	\$25,250	\$54,400	\$13,600	\$573,000

Note: Consultant involvement is expected for the following work tasks (indicated with an asterisk) : 2.1, 3.1, 3.2, 3.3, and 3.4.

FHWA PL Funds - 95% Federal share

FTA 5303 Funds - 80% Federal share

Summary	
Total FHWA Share	\$479,750
Total FTA Share	\$54,400
Total Local share	\$44,850

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

**Date Submitted:** May 4, 2010

**Meeting Date:** May 12, 2010

**To:** Carson Area Metropolitan Planning Organization

**From:** Ken Smithson, Transit Coordinator

**Subject Title:** Action to approve Agreement #PR 451-09-802 with NDOT for FTA Section 5309 funds in the amount of \$402,298 for bus facility and vehicle improvements within the CAMPO boundary.

**Staff Summary:** Recommend that the subject Agreement with NDOT, effective January 1, 2010 through September 30, 2011, be approved for transit capital projects within the CAMPO area.

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

(  ) None – Information Only

(  ) Formal Action/Motion

**Recommended Board Action:** I move to approve Agreement #PR 451-09-802 with NDOT for FTA Section 5309 funds in the amount of \$402,298 for bus facility and vehicle improvements within the CAMPO boundary.

**Explanation for Recommended Action:** This Agreement is based on FFY 2006, FFY 2008 and FFY 2009 funds available through two (2) FTA grants through the State of Nevada. Federal funds totaling \$402,298 are available to CAMPO for bus facility and vehicle improvements in Carson City, Douglas and Lyon Counties. Local funds to match the Federal amount will be provided by State matching funds available to CAMPO, and will be the subject of a subsequent agreement with NDOT.

Once the Agreement is approved, NDOT will file the grant application with FTA in the Transportation Electronic Award Management (TEAM) system. The grant application will serve as Attachment "A" to the Agreement.

**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:** Proposed Agreement #PR 451-09-802.

**Prepared By:** Ken Smithson, Transit Coordinator

**Board Action Taken:**

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

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

GRANTEE'S AGREEMENT

This Agreement is made and entered into the 1st day of January, 2010 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, 49 USC 5309 provides for the discretionary Bus and Bus Facilities Program; and

WHEREAS, the Governor of Nevada, in accordance with 49 USC 5309 has designated the Nevada Department of Transportation ("DEPARTMENT") as the agency to receive and administer Federal funds under this Program. The Bus and Bus Facilities Program makes funds available to public transit providers for capital assistance for new and replacement buses and related equipment and facilities to subrecipients that are public agencies, private companies engaged in public transportation or private non-profit organizations. Funds are allocated on a discretionary basis; and

WHEREAS, before Federal-Aid will be made available to the GRANTEE, the GRANTEE and DEPARTMENT shall be required to enter into an agreement whereby the functions of the PROJECT are identified; and

WHEREAS, the DEPARTMENT has accepted a PROJECT scope that has been developed by the GRANTEE and approved by the Federal Transit Administration (FTA) for funding; and

WHEREAS, the GRANTEE is a governmental agency that participates in a FTA approved Drug/Alcohol Testing Program and is eligible to receive 49 USC 5309 grant funds:

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 - PURPOSE OF AGREEMENT

1. The purpose of this Agreement, and as further set forth within the FTA Transportation Electronic Award Management (TEAM) Application, attached hereto and incorporated herein as Attachment "A", is to provide capital assistance to subrecipients that are public agencies, private companies engaged in public transportation and to state the terms, conditions and mutual understanding of the parties as to the manner in which the PROJECT will be undertaken and completed.

## ARTICLE II - SCOPE OF PROJECT

1. The GRANTEE shall provide the necessary local match funds for the bus facility and vehicle improvements prior to or at the time of delivery to the GRANTEE.
2. This Agreement is based on FFY 2006, FFY 2008, and FFY 2009 funds available through FTA Grant NV-04-0006 and NV-04-0008 for the bus facility and vehicle improvements being purchased for use in the Carson City, Douglas and Lyon Counties. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.500.

## ARTICLE III - COST

1. The GRANTEE agrees that it will provide twenty percent (20%) or, One Hundred Thousand Five Hundred Seventy-Five and No/100 Dollars (\$100,575.00), of the bus facility and vehicle improvements purchase price.
2. The actual bus facility and vehicle improvements cost are Five Hundred Two Thousand Eight Hundred Seventy-Three and No/100 Dollars (\$502,873.00) with FTA funding eighty percent (80%) or Four Hundred Two Thousand Two Hundred Ninety-Eight No/100 Dollars (\$402,298.00), and the GRANTEE through local funds providing the remaining twenty percent (20%) or One Hundred Thousand Five Hundred Seventy-Five and No/100 Dollars (\$100,575.00).

## ARTICLE IV - PERFORMANCE

1. The funding of this Agreement shall be from January 1, 2010, and shall run through and including September 30, 2011.
2. The GRANTEE shall comply with all terms, conditions, and requirements of this Agreement and the FTA Section 5309 – Bus and Bus Related Facilities Program.

3. The GRANTEE will comply with all applicable FTA regulations, including but not limited to those addressing Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Coordination and Public Hearings.
4. The GRANTEE will comply with all applicable FTA required drug free work place and alcohol testing regulations.

#### ARTICLE V - USE OF PROJECT VEHICLE AND EQUIPMENT

1. The purchase of all PROJECT vehicles financed in whole or in part pursuant to this Agreement shall be consistent with FTA Third Party Contracting Requirements (FTA Circular 4220.1E).
2. Registration of the PROJECT vehicles will be in the name of the GRANTEE on the title.
3. The GRANTEE agrees the PROJECT vehicles shall be used to provide transportation services within the service area described in the PROJECT details contained in the FTA TEAM Application, (Attachment "A").
4. The GRANTEE may use the PROJECT vehicles 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 vehicles if they are damaged by an accident, vandalism, act of nature or any and all other causes.
6. 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 or equipment, nor shall it obligate itself in any other manner, with any third party with respect to the PROJECT vehicles or equipment, unless such lease, pledge, mortgage, lien, contract, or other obligation is either in conformance with the standards of FTA guidelines or is otherwise expressly authorized in writing by the DEPARTMENT.
7. The GRANTEE shall not by any act or omission of any kind impair the GRANTEE'S continuing control over the use of the PROJECT vehicles and equipment.
8. 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.
9. The GRANTEE shall at all times maintain the PROJECT vehicles and equipment at a high level of cleanliness, safety and mechanical soundness.
10. The GRANTEE will ensure anyone operating a revenue vehicle will have completed the mandatory driver training courses to include Defensive Driving, First Aid/CPR, Air and Blood Borne Pathogen Awareness, ADA Passenger Techniques and Sensitivity (ADAPTS).

11. The GRANTEE shall permit the DEPARTMENT, the Comptroller General of the United States, the Secretary of the U. S. Department of Transportation, and/ or their authorized representatives, to inspect, fiscally inventory, and/or audit all vehicles and equipment purchased for the GRANTEE as part of the PROJECT, all transportation services rendered by the GRANTEE by the use of such vehicles and equipment, and all relevant PROJECT data and records. The GRANTEE shall also permit the above named persons and/or entities to examine the books, records and accounts of the GRANTEE pertaining to the PROJECT.

#### ARTICLE VI - RECORDS AND REPORTS

1. The GRANTEE shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.
2. The GRANTEE will retain records subject to audit, for three (3) years from the time of Agreement termination.

#### ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) days written notice by mutual consent of both parties, or unilaterally by either party without cause.
2. 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 Federal Transit Administration (FTA) and the ability of the GRANTEE to secure the required matching funds. The DEPARTMENT may 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 the DEPARTMENT'S funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.
3. A default or breach may be declared with or without termination. Either party upon service of written notice of default or breach to the other party upon the following grounds may terminate this Agreement:
  - a. If the GRANTEE fails to provide or satisfactorily perform any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the GRANTEE or subcontractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

- c. If the GRANTEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
  - e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the GRANTEE, or any agent or representative of the GRANTEE, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such agreement.
4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. The date of the postmark on the written notice will be the service date.

#### 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, or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - b. ADA: The GRANTEE and its subcontractors 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.
  - c. Civil Rights: The GRANTEE and its subcontractors 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.
  - d. 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 the term of the Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The GRANTEE shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
  - c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GRANTEE of the GRANTEE'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
  - d. Information and Reports: The GRANTEE shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by the DEPARTMENT or the Federal Transit Administration 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 Federal Transit Administration 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 Federal Transit Administration (FTA).
  - g. Incorporation of Provisions: The GRANTEE will include the provisions of Paragraphs (a) through (e) 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.
  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 agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
  6. 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 U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, applies to its actions pertaining to the Project.
  7. The GRANTEE shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws and regulations.
  8. 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.
  9. No member, officer or employee of the GRANTEE during his or her tenure and for a period of one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
  10. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FTA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the courts of the State of Nevada.



11. 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 negligent or willful 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.
12. 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.
13. 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.
14. 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](mailto:tlarkin-thomason@dot.state.nv.us)

FOR GRANTEE: *JIM MALLERY*  
~~Charles DesJardins~~, 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](mailto:ppittenger@ci.carson-city.nv.us)

15. The GRANTEE shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the DEPARTMENT.
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 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.
17. 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 statutes 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 and or provisions of this Agreement.
18. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the GRANTEE. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the GRANTEE's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.
19. 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, act of public enemy, 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.
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 by this Agreement.
21. The GRANTEE acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party pertaining to any matter resulting from the underlying Agreement.

22. The GRANTEE 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 the FTA under the authority of 49 U.S.C. 5311, the 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.
23. 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.
24. 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.
25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.
26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
27. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.
28. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.
29. This Agreement, and the attachment thereto: Attachment A - "FTA TEAM Application" 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 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

APPROVED as to Legality and  
Form:

\_\_\_\_\_  
DEPUTY ATTORNEY GENERAL