NOTICE OF PUBLIC MEETING OF THE
CARSON AREA METROPOLITAN PLANNING ORGANIZATION
WEDNESDAY, OCTOBER 9, 2013 4:30 P.M.
COMMUNITY CENTER- SIERRA ROOM
851 EAST WILLIAM STREET
CARSON CITY, NEVADA

NOTE: The Carson Area Metropolitan Planning Organization is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Carson Area Metropolitan Planning Organization staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or Comments@CarsonAreaMPO.com, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on October 7, 2013).

For more information regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted on the CAMPO website at www.carsonareampo.com, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

AGENDA

A. ROLL CALL AND DETERMINATION OF A QUORUM

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

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

C-1 For Possible Action: Action to approve the minutes of the August 14, 2013 meeting.

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

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

F. PUBLIC MEETING ITEMS:

F-1 For Possible Action: To authorize the Transportation Manager to execute Grantee's Agreement No. PR375-13-802 with the Nevada Department of Transportation (NDOT) and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% of the initial funding amount.

Staff Summary: CAMPO is seeking to enter into a new agreement with NDOT to receive Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds available through the Federal Transit Administration (FTA), to authorize the Transportation Manager to execute this agreement, and to authorize the Transportation Manager to sign future amendments to this agreement within the described threshold.

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

G-1 Future Agenda Items

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

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

J. For Possible Action: **ADJOURNMENT**

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, November 13, 2013, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations
on Thursday, October 3, 2013, before 5:00 p.m.:
CITY HALL, 201 North Carson Street
CARSON CITY LIBRARY, 900 North Roop Street
COMMUNITY CENTER, SIERRA ROOM, 851 East William Street
CARSON CITY PUBLIC WORKS, 3505 Butti Way
CARSON CITY PLANNING DIVISION, 108 E. Proctor Street
DOUGLAS COUNTY EXECUTIVE OFFICES, 1594 Esmeralda Avenue, Minden
LYON COUNTY MANAGER'S OFFICE, 27 South Main Street, Yerington
NEVADA DEPARTMENT OF TRANSPORTATION, 1263 S. Stewart Street, Carson City

CARSON AREA METROPOLITAN PLANNING ORGANIZATION
Minutes of the August 14, 2013 Meeting
Page 1 **DRAFT**

A regular meeting of the Carson Area Metropolitan Planning Organization was scheduled for 4:30 p.m. on Wednesday, August 14, 2013 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Charles Des Jardins
Vice Chairperson Jeff Foltz
Member Brad Bonkowski
Member Ray Fierro
Member James Mallery
Member John McKenna
Member James Smolenski
Ex-Officio Member Coy Peacock

STAFF: Patrick Pittenger, Transportation Manager
Daniel Doenges, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Joseph Ward, Senior Deputy District Attorney
Kathleen King, Deputy Clerk / Recording Secretary

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

A. CALL TO ORDER AND DETERMINATION OF A QUORUM (4:30:55) - Chairperson Des Jardins called the meeting to order at 4:30 p.m. Roll was called; a quorum was present.

B. PUBLIC COMMENT (4:32:52) - Chairperson Des Jardins entertained public comment; however, none was forthcoming.

C. POSSIBLE ACTION ON APPROVAL OF MINUTES - June 12, 2013 (4:33:52) - Chairperson Des Jardins entertained suggested revisions and, when none were forthcoming, a motion. **Member Fierro moved to approve the minutes, as presented. Member McKenna seconded the motion. Motion carried 6-0-1, Member Smolenski abstaining.**

D. AGENDA MANAGEMENT NOTICE (4:34:41) - Chairperson Des Jardins entertained modifications to the agenda; however, none were forthcoming.

E. DISCLOSURES (4:35:08) - None.

F. CONSENT AGENDA (4:35:25) - Chairperson Des Jardins entertained requests to hear items separate from the consent agenda. When none were forthcoming, Mr. Pittenger provided an overview of the consent agenda items. Chairperson Des Jardins entertained questions or comments and, when none were forthcoming, a motion. **Member McKenna moved to approve the consent agenda, consisting of two items regarding Federal Transit Administration Section 5305 funds and Section 5316 funds. Commissioner Smolenski seconded the motion. Motion carried 7-0.**

F-1. POSSIBLE ACTION TO APPROVE AMENDMENT NO. 1 TO GRANTEE'S AGREEMENT NO. PR369-11-802, FOR THE PROVISION OF FEDERAL TRANSIT ADMINISTRATION ("FTA") SECTION 5303 FUNDS

F-2. POSSIBLE ACTION TO APPROVE AMENDMENT NO. 1 TO GRANTEE'S AGREEMENT NO. PR363-11-802, FOR THE PROVISION OF FEDERAL TRANSIT ADMINISTRATION ("FTA") SECTION 5316 FUNDS

G. PUBLIC MEETING ITEMS:

G-1. INFORMATION ONLY ON AN ADMINISTRATIVE MODIFICATION TO THE FISCAL YEAR 2014 CAMPO UNIFIED PLANNING WORK PROGRAM ("UPWP") (4:36:44) - Chairperson Des Jardins introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson Des Jardins entertained CAMPO member questions or comments. In response to a question, Mr. Pittenger explained the fiscal impact portion of the agenda report. Chairperson Des Jardins entertained public comment and, when none was forthcoming, thanked Mr. Pittenger.

G-2. POSSIBLE ACTION TO APPROVE THE PROPOSED CAMPO FEDERAL FISCAL YEAR 2014 - 2017 TRANSPORTATION IMPROVEMENT PROGRAM ("TIP") (4:42:20) - Chairperson Des Jardins introduced this item, and Mr. Doenges reviewed the agenda materials. Chairperson Des Jardins entertained CAMPO member questions or comments. Mr. Peacock commended City staff, and expressed appreciation for the working relationship they have maintained with NDOT staff. Chairperson Des Jardins entertained additional questions or comments of the CAMPO members and, when none were forthcoming, public comment. When no public comment was forthcoming, he entertained a motion. **Member Mallery moved to approve the proposed CAMPO Federal Fiscal Year 2014 - 2017 Transportation Improvement Program. Member Fierro seconded the motion. Motion carried 7-0.**

G-3. INFORMATION ONLY ON ENHANCEMENTS MADE TO THE CAMPO TRAVEL DEMAND MODEL (4:45:47) - Chairperson Des Jardins introduced this item, and Mr. Pittenger provided background information. Mr. Doenges reviewed the subject enhancements. Chairperson Des Jardins entertained CAMPO member questions or comments. In response to a question, Mr. Doenges explained the method by which data is collected. Mr. Pittenger provided additional clarification. In response to a further question, Mr. Doenges described the method by which data is collected relative to bicycles and pedestrians. He and Mr. Pittenger responded to additional questions of clarification relative to the frequency of updating the travel demand model. Chairperson Des Jardins entertained additional CAMPO member comments and, when none were forthcoming, public comments. When no public comments were forthcoming, he thanked Mr. Doenges and Mr. Pittenger for their presentation.

G-4. INFORMATION ONLY ON THE STATUS OF THE TRANSPORTATION ALTERNATIVES PROGRAM ("TAP") APPLICATIONS APPROVED BY CAMPO (4:57:03) - Chairperson Des Jardins introduced this item. Mr. Pittenger provided background information and reviewed the agenda materials. Chairperson Des Jardins entertained CAMPO member comments and, when none were forthcoming, public comments. When no public comments were forthcoming, he thanked Mr. Pittenger for his presentation.

H. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (5:01:29) - Mr. Pittenger introduced Transit Coordinator Graham Dollarhide, and provided background information on his previous experience.

H-1. FUTURE AGENDA ITEMS (5:01:02) - Mr. Pittenger reviewed the tentative agenda for the September CAMPO meeting. (5:02:04) Chairperson Des Jardins entertained requests for future agenda items; however, none were forthcoming.

I. CAMPO MEMBER COMMENTS (5:02:13) - Chairperson Des Jardins entertained CAMPO member comments or questions. In reference to recent accidents along the Highway 50 corridor, from East Carson City to Silver Springs, Member Fierro provided a brief status report on an NDOT project proposed for the Moundhouse area. He requested staff to agendize a more detailed status report on the project, and Mr. Pittenger offered to discuss the matter with NDOT staff.

J. PUBLIC COMMENTS (5:04:08) - Chairperson Des Jardins entertained public comment; however, none was forthcoming.

K. ACTION ON ADJOURNMENT (5:04:49) - Member Smolenski moved to adjourn the meeting at 5:04 p.m. Member Bonkowski seconded the motion. Motion carried 7-0.

The Minutes of the August 14, 2013 Carson Area Metropolitan Planning Organization meeting are so approved this _____ day of October, 2013.

_____
CHARLES DES JARDINS, Chair

Item F-1

CARSON AREA METROPOLITAN PLANNING ORGANIZATION
REQUEST FOR BOARD ACTION

Date Submitted: September 24, 2013 **Meeting Date:** October 9, 2013

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: For Possible Action: To authorize the Transportation Manager to execute Grantee's Agreement No. PR375-13-802 with the Nevada Department of Transportation (NDOT) and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% of the initial funding amount.

Staff Summary: CAMPO is seeking to enter into a new agreement with NDOT to receive Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds available through the Federal Transit Administration (FTA), to authorize the Transportation Manager to execute this agreement, and to authorize the Transportation Manager to sign future amendments to this agreement within the described threshold.

Type of Action Requested: (check one)
(☐) None – Information Only
(☒) Formal Action/Motion

Recommended Board Action: I move to authorize the Transportation Manager to execute Grantee's Agreement No. PR375-13-802 with the Nevada Department of Transportation (NDOT) and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in the value of funding of up to 20% of the initial funding amount.

Explanation for Recommended Action: The proposed agreement with NDOT is being processed for the Federal Fiscal Year 2013 apportionment in the amount of $122,852. The proposed agreement period has a termination date of September 30, 2014. In addition, the possible action would allow the Transportation Manager to execute the agreement and to sign future amendments to the agreement.

Applicable Statue, Code, Rule or Policy: 49 USC 5310

Fiscal Impact: $122,852 in available FTA Section 5310 funds.

Explanation of Impact: This is the amount of federal funding that is apportioned and available to CAMPO in order to carry out the Section 5310 Program, and represents

80% of the total project costs. A 20% local match is required to leverage the federal funds.

It is anticipated that CAMPO will continue to receive federal funds through NDOT on a regular basis, and authorizing the Transportation Manager to execute and amend such agreements would help to streamline the process. If such authorization is granted, staff would inform CAMPO of any occurrences of the Transportation Manager signing or amending an agreement after the fact.

Funding Source: $122,852 Federal share, $30,713 RTC.

Alternatives: N/A

Supporting Material: Agreement No. PR375-13-802.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: _____ Date: 9/30/13
(Transportation Manager)

_____ Date: 9/30/13
(Public Works Director)

_____ Date: 9/30/13
(Finance Director)

_____ Date: 9/30/13
(District Attorney's Office)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____ _____

_____

_____

_____

_____

_____ (Vote Recorded By)

Agreement Number PR375-13-802

GRANTEE'S AGREEMENT

This Agreement is made and entered into the 1st day of October, 2013, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Carson Area Metropolitan Planning Organization (CAMPO), 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, in the furtherance of its aforesaid purposes, of 49 USC 5310 is to enhance access of the elderly and persons with disabilities to activities for purposes such as health care, shopping, education, recreation, public services, and employment; and

WHEREAS, the furtherance of its aforesaid purposes, 49 USC 5310 provides for the availability of federal funds for capital purchases and/or acquisition of transportation services under contract, lease or other arrangement and state program administration in small urban and rural areas of the State by way of a Federal Transit Administration ("FTA") Formula Grant Program to be administered by the DEPARTMENT; and

WHEREAS, the Governor of Nevada, in accordance with 49 USC 5310 has designated the DEPARTMENT as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for local private non-profit agencies and certain public bodies and agencies thereof, Indian reservations and colonies, nonprofit organizations, and operators of public transportation services; and

WHEREAS, the purpose of this Agreement is to administer FTA Formula Grant funds to Carson Area Metropolitan Planning Organization to provide them the opportunity to fund a Transit Operator for transportation services for the Elderly/Disabled and general public for use in the GRANTEE's transportation program, hereinafter called the PROJECT; and

WHEREAS, the GRANTEE is a governmental agency eligible to receive 49 USC 5310 grant funds; and

WHEREAS, the DEPARTMENT has accepted the GRANTEE has developed a PROJECT proposal that has been approved for funding; and

WHEREAS, before FTA Formula Grant Program funding will be made available, 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 Jump Around Carson (JAC) Passenger Transportation System as set for the in Attachment "A" – Transportation Improvement Program, 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 available at www.fta.dot.gov.

3. This Agreement is based on funds available through FTA Grant No. NV-16-0039. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.513

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 for the in Match of In-Kind Contributions, Attachment "B".

2. The total PROJECT cost shall not exceed One Hundred Fifty-three Thousand Five Hundred Sixty-five and No/100 Dollars ($153,565.00) with eighty percent (80%) to be provided by the DEPARTMENT to the GRANTEE as reimbursement through FTA Grant No. NV-16-0039 and twenty percent (20%) 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-16-0039 for the period from October 1, 2013, through and including September 30, 2014, shall not exceed the sum of One Hundred Twenty-two Thousand Eight Hundred Fifty-two and No/100 Dollars ($122,852.00). The DEPARTMENT shall not make any reimbursement payments to the GRANTEE unless FTA Section 5310 or other eligible Federal funds are appropriated to the DEPARTMENT for the specific purposed of this Agreement.

4. The DEPARTMENT, through FTA Grant No. NV-16-0039 shall reimburse the GRANTEE for eighty percent (80%) of the PROJECT operating expenses incurred during the above referenced time period, and provided that the DEPARTMENT's reimbursement to the GRANTEE shall not the exceed a total PROJECT reimbursement amount of One Hundred Twenty-two Thousand Eight Hundred Fifty-two and No/100

Dollars ($122,852.00). The GRANTEE shall provide the remaining twenty percent (20%) of PROJECT 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 Thirty Thousand Seven Hundred Thirteen and No/100 Dollars ($30,713.00). Project expenses shall include: buses; vans; radios and communications equipment; vehicle shelters; vehicle rehabilitation, manufacture or overhaul; computer hardware and software; lease of equipment; acquisitions of transportation services under a contract; and other approve costs, as allowed per OMB Circulars A-87 and A-122.

5. The GRANTEE shall be responsible for the contribution to the PROJECT of twenty percent (20%) 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 Grant 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, 2013, and shall run through and including September 30, 2014.

2. The GRANTEE shall comply with all terms, conditions, and requirements of the FTA Section 5310 – Elderly and Persons with Disabilities Transportation program as stated in the State Management Plan, incorporated herein by reference.

3. The GRANTEE shall provide its clients and employees with a complaint resolution process approved by the DEPARTMENT.

4. The GRANTEE shall provide the DEPARTMENT with a quarterly, written Agency Information Report describing the trips made by the Jump Around Carson 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 will provide the DEPARTMENT with the latest copy of the current routes, schedules, and fares of the Jump Around Carson Passenger Transportation System for which the operating costs apply. The GRANTEE shall notify the DEPARTMENT when routes, schedules and/or fares are changed. At a minimum the GRANTEE will provide the DEPARTMENT with the current routes, schedules and fares on a quarterly

basis.

6. The GRANTEE shall furnish the DEPARTMENT with insurance policy certificates, declaration pages and endorsements designating the DEPARTMENT as an additional insured evidencing Commercial Liability, General Liability, Collision and Comprehensive and liability insurance, with a limit of not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall be maintained for the entire period of the PROJECT and terms of this Agreement. The policies shall include thirty (30) calendar days advance written notice of any modifications or cancellation of said policies. The GRANTEE shall furnish the DEPARTMENT with such certificates, declarations pages and endorsements evidencing such insurance, with the GRANTEE's return of the executed Agreement, and at six (6) month intervals during the duration of the PROJECT. Should the GRANTEE fail to keep insurance as described above in full force and effect, the DEPARTMENT may terminate this Agreement.

7. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less that A-: VII.

8. The GRANTEE shall provide the DEPARTMENT, on a quarterly basis, with a written PROJECT Progress Report detailing any changes or additions to the PROJECT as described in Article I, Paragraph 1.

9. 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 as certified by the GRANTEE in its Transportation Improvement Program. 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.

10. 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 DEPARMENT's format or submitted on the DEPARTMENT's standard invoice form.

2. The GRANTEE's invoices must be submitted within forty-five (45) calendar days from the end of each thirty (30) day billing cycle. Invoices received after forty-five (45) calendar 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 IV - 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 or 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 in damaged the GRANTEE shall immediately provide written notification to the DEPARTMENT. The GRANTEE shall also provide the DEPARTMENT 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 assure 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 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 VEHICLES 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 quarterly reports summarizing maintenance work performed during each month.

13. The GRANTEE shall 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 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 documents 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 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) calendar 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) calendar days of the expirations 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 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.

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 will be 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 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. Terminations 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) calendar 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 purposed 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 make a part of this Agreement.

   b. Nondiscrimination: The GRANTEE, with regard to the work performed by it

during 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 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 or 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 No/100 Dollars ($100,000.00) financed in whole or in part with Federal Assistance provided by the FTA..

6. The GRANTEE shall comply with 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 No/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 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the GRANTEE certified 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 7 and 8 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 affecting 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 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) calendar 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 attorneys' 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 any 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: Rudy Malfabon, P.E., Director
ATTN.: Tom Greco
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
E-Mail: tgreco@dot.state.nv.us

FOR GRANTEE: Charles, Des Jardins, Chairman
Attn: Patrick Pittenger, AICP, PTP
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7396
Fax: (775) 887-2112
E-mail: ppittenger@carson.org

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 the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, compensation, or 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 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.

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 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.

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” - Transportation Improvement Program, 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 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 and the Attorney General.

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

GRANTEE: Carson Area Metropolitan Planning Organization

_____
SIGNATURE

_____
NAME (PRINT)

_____
TITLE (PRINT)

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

_____
DIRECTOR

APPROVED as to Legality and Form:

_____
DEPUTY ATTORNEY GENERAL