

**NOTICE OF PUBLIC MEETING OF THE
CARSON AREA METROPOLITAN PLANNING ORGANIZATION
WEDNESDAY, JUNE 10, 2015 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 June 8, 2015).

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 April 8, 2015 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 Action to approve Agreement #PR307-15-802 with NDOT for FTA Section 5303 funds in the amount of \$14,960 for metropolitan and statewide transportation planning activities.

Staff Summary: Recommend that the subject Agreement with NDOT, effective July 1, 2015 through June 30, 2016, be approved for transportation planning projects within Carson City, Douglas and Lyon Counties.

F-2 Action to approve a resolution authorizing the Transportation Manager to continue to file documents with the Federal Transit Administration.

Staff Summary: CAMPO is in the process of updating documents as the Direct Recipient and Grantee for the Carson Urbanized Area. This is in response to a request from the Federal Transit Administration (FTA) during an application process for grant funds.

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, July 8, 2015, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations
on Thursday, June 4, 2015, 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

DRAFT MINUTES
Regular Meeting
Carson Area Metropolitan Planning Organization
Wednesday, April 8, 2015 ● 4:30 PM
Community Center Sierra Room, 851 East William Street, Carson City, Nevada

Board Members

Chair – Ray Fierro	Vice Chair – Jon Erb
Member – Brad Bonkowski	Member – Robert Crowell
Member – Mark Kimbrough	Member – Robert McQueary
Member – Jim Smolenski	Ex-Officio Member – Sondra Rosenberg

Staff

Darren Schulz, Public Works Director
Patrick Pittenger, Transportation Manager
Daniel Doenges, Senior Transportation Planner
Graham Dollarhide, Transit Coordinator
Joseph Ward, Senior Deputy District Attorney
Tamar Warren, Deputy Clerk/Recording Secretary

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

The televised Carson Area Metropolitan Planning Organization (CAMPO) meeting recordings are available on: <https://www.youtube.com/watch?v=AiuzK3EEQUU>. Audio recordings of the meetings are available on www.carson.org/minutes.

A. CALL TO ORDER AND DETERMINATION OF QUORUM (4:28:28) – Chairperson Fierro called the meeting to order. Roll was called and a quorum was present.

Attendee Name	Status	Arrived
Chairperson Ray Fierro	Present	
Vice Chairperson Jon Erb	Present	
Member Brad Bonkowski	Present	
Member Robert Crowell	Present	
Member Mark Kimbrough	Present	
Member Robert McQueary	Present	
Member Jim Smolenski	Present	
Ex-Officio Member Sondra Rosenberg	Present	

B. PUBLIC COMMENT

(4:29:47) – None.

C. FOR POSSIBLE ACTION: APPROVAL OF MINUTES

C-1 FOR POSSIBLE ACTION: ACTION TO APPROVE THE MINUTES OF THE FEBRUARY 11, 2015 MEETING.

(4:30:29) – MOTION: I move to approve the minutes of the February 11, 2015 meeting.

RESULT:	APPROVED (6-0-1)
MOVER:	Smolenski
SECONDER:	McQueary
AYES:	Fierro, Erb, Crowell, Kimbrough, McQueary, Smolenski
NAYS:	None
ABSTENTIONS:	Bonkowski
ABSENT:	None

D. AGENDA MANAGEMENT NOTICE (4:30:44) – None.

E. DISCLOSURES (4:31:03) – None.

F. PUBLIC HEARING ITEMS

F-1 INFORMATION ON THE PROPOSED FISCAL YEAR 2016 UNIFIED PLANNING WORK PROGRAM (UPWP).

(4:31:22) – Chairperson Fierro introduced the item.

(4:31:54) – Mr. Doenges presented the agenda materials which are incorporated into the record. He also noted that a public information meeting will be held on April 22, 2015, in the Bonanza Room of the Community Center, 4 p.m. until 6 p.m., to receive public input on the program.

There were no member or public comments.

F-2 INFORMATION ON AN ADMINISTRATIVE MODIFICATION TO THE CAMPO FEDERAL FISCAL YEARS 2015-2018 TRANSPORTATION IMPROVEMENT PROGRAM (TIP).

(4:35:09) – Chairperson Fierro introduced the item.

(4:35:32) – Mr. Doenges presented the agenda materials which are incorporated into the record. He also clarified that the total cost of the project would remain the same; however, some funds would be moved from construction to “preliminary engineering”.

There were no member or public comments.

F-3 FOR POSSIBLE ACTION: TO ADOPT A PROCLAMATION TO RESOLVE TO JOIN WITH PUBLIC AGENCIES AND BUSINESSES TO PARTICIPATE IN STAND UP FOR TRANSPORTATION DAY ON APRIL 9, 2015.

(4:41:41) – Chairperson Fierro introduced the item.

(4:42:00) – Mr. Pittenger presented the agenda materials and invited the members and the public to attend the event to be held on April 9, 2015, at 2 p.m. He also noted that similar events were planned throughout the State. Chairperson Fierro read the proclamation, incorporated into the agenda materials, into the record.

There were no member or public comments.

(4:43:13) – MOTION: I move to adopt a proclamation to resolve to join with fellow metropolitan planning organizations (MPOs) to participate in Stand Up for Transportation Day on April 9, 2015.

RESULT:	APPROVED (7-0-0)
MOVER:	Bonkowski
SECONDER:	Smolenski
AYES:	Fierro, Erb, Bonkowski, Crowell, Kimbrough McQueary, Smolenski
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

F-4 FOR POSSIBLE ACTION: TO APPROVE THE CAMPO POLICY ON COMPETITIVE SELECTION PROCESS FOR FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5339 GRANT FUNDS.

(4:43:41) – Chairperson Fierro introduced the item.

(4:44:20) – Mr. Dollarhide presented the agenda materials which are incorporated into the record. Mr. Pittenger noted that receipt of these funds was in its third year and that they had been used for ADA sidewalk improvements. He also clarified for Chairperson Fierro that the funds could only be used for capital expenditures, including sidewalk building and repair. Member Smolenski received confirmation that NDOT would apply for the funds at Staff’s request.

There were no public comments.

(4:48:29) – MOTION: I move to approve the CAMPO Policy on Competitive Selection Process for Federal Transit Administration (FTA) Section 5339 Grant Funds.

RESULT:	APPROVED (7-0-0)
MOVER:	Kimbrough
SECONDER:	Erb
AYES:	Fierro, Erb, Bonkowski, Crowell, Kimbrough McQueary, Smolenski
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

G. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (NON-ACTION ITEMS)

G1 FUTURE AGENDA ITEMS

(4:49:05) – Mr. Pittenger stated that several items relating to the Unified Planning Work Program were expected to be addressed.

H. BOARD COMMENTS

(4:50:24) – None.

I. PUBLIC COMMENT

No members of the public were present.

J. FOR POSSIBLE ACTION: ADJOURNMENT

(4:50:39) – MOTION: Vice Chairperson Erb moved to adjourn. The meeting was adjourned at 4:50 p.m.

The Minutes of the April 8, 2015 Carson Area Metropolitan Planning Organization meeting are so approved this 10th day of June, 2015.

RAY FIERRO, Chair

Item F-1

CARSON AREA METROPOLITAN PLANNING ORGANIZATION REQUEST FOR BOARD ACTION

Date Submitted: May 19, 2015

Meeting Date: June 10, 2015

To: Carson Area Metropolitan Planning Organization

From: Graham Dollarhide, Transit Coordinator

Subject Title: Action to approve Agreement #PR307-15-802 with NDOT for FTA Section 5303 funds in the amount of \$14,960 for metropolitan and statewide transportation planning activities.

Staff Summary: Recommend that the subject Agreement with NDOT, effective July 1, 2015 through June 30, 2016, be approved for transportation planning projects within Carson City, Douglas and Lyon Counties.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Board Action: I move to approve Agreement #PR307-15-802 with NDOT for FTA Section 5303 funds in the amount of \$14,960 for metropolitan and statewide transportation planning activities.

Explanation for Recommended Action: This Agreement is based on an unspent balance of funds available through a previous FTA grant through the State of Nevada. The previous Agreement with NDOT concerning the availability of these funds has expired and requires a new Agreement in order for the fund balance to be available to CAMPO. Federal funds totaling \$14,960 are available to CAMPO for transportation planning projects within Carson City, Douglas and Lyon Counties. Local funds to match the Federal amount will be provided by CAMPO.

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 be based on CAMPO's FY16 Unified Planning Work Program (UPWP), which will serve as Attachment "A" to the Agreement.

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

Fiscal Impact: 20% local match in the amount of \$3,740.

Explanation of Impact: N/A

Funding Source: FTA 5303 funds

Alternatives: N/A

Supporting Material: Proposed Agreement #PR307-15-802; FY16 UPWP

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: David Doern
(Transportation Manager)

Date: 6/1/15

[Signature]
(Public Works Director)

Date: 6/1/15

[Signature]
(Finance Director)

Date: 6/1/15

[Signature]
(District Attorney's Office)

Date: 6/1/15

Board Action Taken:

Motion: _____

1) _____ Aye/Nay
2) _____

_____ (Vote Recorded By)

GRANTEE'S AGREEMENT

This Agreement, made and entered into the 1st day of July, 2015, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and the Carson Area Metropolitan Planning Organization, 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 technical services that may be required; and

WHEREAS, in the furtherance of its aforesaid purpose, 49 USC 5303 provides federal funds for planning Metropolitan and Statewide mass transportation activities by way of a formula grant program to be administered by the DEPARTMENT; and

WHEREAS, the furtherance of its aforesaid purposes, 49 USC 5303 is to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and minimize transportation related fuel consumption and air pollution through urban 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 5303, designated the Nevada Department of Transportation ("DEPARTMENT") as the agency to receive and administer federal funds under this program for metropolitan planning organizations; and

WHEREAS, the GRANTEE is a metropolitan planning organization and eligible to receive 49 USC 5303 grant funds; and

WHEREAS, the GRANTEE has developed a Unified Planning Work Program (UPWP) that has been approved for funding by the DEPARTMENT; and

WHEREAS, before FTA Formula Grant Program funding 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.

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 UPWP, attached hereto and incorporated herein as Attachment "A", is to state the terms, conditions, and mutual understandings of the parties as to the manner in which funds will be used to complete planning requirements for public transportation services in the urbanized area of Carson City, hereinafter, referred to as "PROJECT".

2. The AGREEMENT is based on funds available through Federal Transit Administration (FTA) Grant No. NV-80-0017 and Catalogue of Federal Domestic Assistance (CFDA) No. 20.505.

ARTICLE II – COST

1. The FTA Formula Grant Program applicable to this Agreement is a reimbursable program and requires a matching percentage to be contributed to the PROJECT by the GRANTEE, which matching percentage varies by program. The matching percentage may be made up of non United States Department of Transportation (USDOT) Federal Funds, State appropriations, local match and or approved in kind contributions, as set forth in Match of In-Kind Contributions, Attachment "B".

2. The total PROJECT cost shall not exceed Eighteen Thousand Seven Hundred Fourteen and No/100 Dollars (\$18,700.00) with eighty percent (80%) to be provided by the DEPARTMENT to the GRANTEE as reimbursement through FTA Grant No. NV-80-0017 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-80-0017 for the period from July 1, 2015, through and including June 30, 2016, shall not exceed the sum of Fourteen Thousand Nine Hundred Sixty and No/100 Dollars (\$14,960.00). The DEPARTMENT shall not make any reimbursement payments to the GRANTEE unless FTA Section 5303 or other eligible Federal funds are appropriated to the DEPARTMENT for the specific purposes of this Agreement.

4. The DEPARTMENT, through FTA Grant No. NV-80-0017 shall reimburse the GRANTEE for eighty percent (80%) of the PROJECT operating expenses incurred during the above referenced time period, provided that the operating expenses are allowed and approved by the DEPARTMENT, and provided that the DEPARTMENT's reimbursement to the GRANTEE shall not exceed the amount of Fourteen Thousand Nine Hundred Sixty and No/100 Dollars (\$14,960.00). 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 Three Thousand Seven Hundred Forty and No/100 Dollars (\$3,740.00). Project expenses shall include: buses; vans; radios and communication equipment; vehicle shelters; vehicle rehabilitation, manufacture or overhaul; computer hardware and software; lease of equipment; acquisition of transportation services under a contract; and other approved costs, as allowed per OMB Circulars A-87 and A-122.

5. The GRANTEE shall be responsible for the contribution to the PROJECT of 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 Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or Circular A-87, Cost Principles applicable to State, Local and Indian Tribal Governments incorporated herein by reference.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall be from July 1, 2015, and shall run through and including June 30, 2016.

2. The GRANTEE shall comply with all terms, conditions, and requirements of the FTA Section 5303, the Nevada State Transit Management Plan, incorporated herein by reference, concerning the metropolitan areas of the state.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of the GRANTEE's continuous and satisfactory performance of its duties required under this Agreement, the DEPARTMENT shall reimburse the GRANTEE monthly, upon the DEPARTMENT's receipt of the GRANTEE's signed auditable invoices for DEPARTMENT approved services, with said invoices supported by true and factual expense documentation. The invoices must be submitted on the GRANTEE's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form.

2. The GRANTEE's invoices must be submitted within forty-five (45) calendar days from the end of each thirty (30) calendar 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 V - RECORDS AND REPORTS

1. The GRANTEE and its contractors shall establish and maintain, in accordance with requirements established by the DEPARTMENT and the FTA, separate accounts for the PROJECT, either independently or within their existing accounting system, to be known as the PROJECT ACCOUNT. The GRANTEE and its contractors shall comply with the provisions of 49 CFR 18.39 (i) (11), and shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by the DEPARTMENT and the FTA for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or claims arising from the performance of this Agreement, in which case the GRANTEE shall maintain the same until the DEPARTMENT, the FTA, the Comptroller General and or any of their duly authorized representatives have disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.

2. All charges to the PROJECT account 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 A-87, incorporated herein by reference.

3. 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, such financial statements, data, records, contracts and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

4. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FTA shall have access to such records of the GRANTEE as pertain to all matters arising under this Agreement, and the GRANTEE will retain records subject to audit, for three (3) years from the date of final payment.

5. The GRANTEE shall provide the DEPARTMENT, on a quarterly basis, with a written report advising the DEPARTMENT of the PROJECT's progress.

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

ARTICLE VI - 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 expiration and/or termination of this Agreement.

3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or FTA and the ability of the GRANTEE to secure the required matching funds. The DEPARTMENT shall terminate this Agreement, and the GRANTEE waives any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason: (a) the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired; and or (b) the GRANTEE's funding is not appropriated or is withdrawn, limited or impaired.

4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:

a. If the GRANTEE and or its contractor fails to provide or satisfactorily perform any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the GRANTEE to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the GRANTEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the GRANTEE, or any agent or representative of the GRANTEE, to any officer or employee of the State of Nevada with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.

5. Termination upon a declared default or breach may be exercised after service of

written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. The date of the postmark on the written notice shall constitute the service date.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The GRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the GRANTEE is required to verify that none of its contractors, principals as defined at 49 CFR 29.995, or affiliates as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

c. The GRANTEE is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

d. ADA: The GRANTEE shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.

e. Civil Rights: The GRANTEE shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

f. Disadvantaged Business Enterprises (DBEs): In connection with the performance of this Agreement, the GRANTEE will cooperate with the DEPARTMENT in meeting the DEPARTMENT's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to insure the DBEs have the maximum practicable opportunity to compete for subcontract work under this Agreement.

2. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The GRANTEE shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The GRANTEE, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The GRANTEE shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GRANTEE of the GRANTEE's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

d. Information and Reports: The GRANTEE shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by the DEPARTMENT or the FTA to be pertinent to ascertain compliance with such Regulations or directives.

e. Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the GRANTEE under this Agreement until the GRANTEE complies, and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FTA.

g. Incorporation of Provisions: The GRANTEE will include the provisions of Paragraphs (a) through (f) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.

3. The GRANTEE will include all federally required procurement clauses in all purchase contracts as required by the State Management Plan to include Buy America, Debarment and Suspension, and Lobbying.

4. The GRANTEE agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

5. The GRANTEE shall comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and 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 all applicable standards, orders and or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The

GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate EPA Regional Office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and 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 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the GRANTEE certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this agreement and the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the GRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 against the GRANTEE, to the extent the Federal Government deems appropriate.

8. The GRANTEE also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the United States Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) against the GRANTEE, to the extent the Federal Government deems appropriate.

9. The GRANTEE agrees to include Paragraphs 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 effecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws and regulations.

11. The GRANTEE and all successors, executors, administrators, and assigns of the GRANTEE'S interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

12. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FTA shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the State of Nevada.

13. Performance During Dispute: Unless otherwise directed by the DEPARTMENT, the GRANTEE shall continue performance under this Agreement while matters in dispute are being resolved.

14. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or the GRANTEE shall constitute a waiver of any right or duty

afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

17. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement. Venue for any such actions shall be in Carson City.

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

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
ATTN.: Sondra Rosenberg
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
E-Mail: srosenberg@dot.state.nv.us

FOR GRANTEE: Ray Fierro, Chairman
Attn: Patrick Pittenger
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701
Phone: (775) 887-2355
Fax: (775) 887-2164
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 this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.

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

23. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

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

25. The GRANTEE acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party pertaining to any matter resulting from this Agreement.

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

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

28. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

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

30. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.

31. This Agreement, and the attachments thereto: Attachment A - "Application" and Attachment B - "In-Kind Match" constitutes the entire Agreement along with documents incorporated herein by reference of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

GRANTEE:
Carson Area Metropolitan Planning
Organization

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

SIGNATURE

DIRECTOR

NAME (PRINT)

TITLE (PRINT)

APPROVED as to Legality and Form:

DEPUTY ATTORNEY GENERAL

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

Date Submitted: May 27, 2015

Meeting Date: June 10, 2015

To: Carson Area Metropolitan Planning Organization

From: Patrick Pittenger, Transportation Manager

Subject Title: Action to approve a resolution authorizing the Transportation Manager to continue to file documents with the Federal Transit Administration.

Staff Summary: CAMPO is in the process of updating documents as the Direct Recipient and Grantee for the Carson Urbanized Area. This is in response to a request from the Federal Transit Administration (FTA) during an application process for grant funds.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to approve a resolution authorizing the Transportation Manager to continue to file documents with the Federal Transit Administration.

Explanation for Recommended Action: The proposed authorizing resolution must be attached to the pending grant application submitted in the Transportation Electronic Award Management (TEAM) system in order for the FTA to approve the application and award Federal funds.

Applicable Statute, Code, Rule or Policy: 49 U.S.C. chapter 53, title 23

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: N/A

Supporting Material: Proposed authorizing resolution.

Prepared By: Graham Dollarhide, Transit Coordinator

Reviewed By: David Doern
(Transportation Manager)

Date: 6/1/15

Tom. Gu
(Public Works Director)

Date: 6/1/15

Steve Russell
(Finance Director)

Date: 6/1/15

Joseph L. Whelan Jr.
(District Attorney's Office)

Date: 6/1/15

Board Action Taken:

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

(Vote Recorded By)

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

RESOLUTION TO AUTHORIZE FILING OF APPLICATIONS WITH
THE FEDERAL TRANSIT ADMINISTRATION

Resolution authorizing the filing of applications by the Carson City Transportation Manager or his/her designee with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code, and other Federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the Carson Area Metropolitan Planning Organization may wish to submit an application for the award of Federal Transit Administration financial assistance for eligible transit-related expenses within the area of authority of the Carson Area Metropolitan Planning Organization;

WHEREAS, the policy and procedures adopted by the Federal Transportation Authority require the Carson Area Metropolitan Planning Organization to authorize an individual to execute and file applications for Federal financial assistance on behalf of the Carson Area Metropolitan Planning Organization;

WHEREAS, a grant or cooperative agreement for Federal financial assistance awarded by the Federal Transit Administrator may impose certain obligations upon the Carson Area Metropolitan Planning Organization, and may require the Carson Area Metropolitan Planning Organization to provide the local share of the project cost;

WHEREAS, as the recipient of Federal Transit Administration funding, the Carson Area Metropolitan Planning Organization may be required to provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the policy and procedures adopted by the Federal Transportation Authority require the Carson Area Metropolitan Planning Organization to authorize an individual to file annual certifications and assurances to the Federal Transit Administration required for a transportation project and to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Carson Area Metropolitan Planning Organization;

NOW, THEREFORE, BE IT RESOLVED BY CARSON AREA METROPOLITAN PLANNING ORGANIZATION;

1. That the Transportation Manager, or his/her designee, is authorized to execute and file an application on behalf of the Carson Area Metropolitan Planning Organization with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration. The Carson Area Metropolitan Planning Organization is a Direct Recipient authorized to apply for Urbanized Area Formula Program assistance.
2. That the Transportation Manager, or his/her designee, is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Transportation Manager, or his/her designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Carson Area Metropolitan Planning Organization.

CERTIFICATION

The undersigned duly qualified the Chairman of the Board, acting on behalf of the Carson Area Metropolitan Planning Organization, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Carson Area Metropolitan Planning Organization held on June 10, 2015.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Chairman

Attest:

Carson City Clerk