



**NOTICE OF MEETING OF THE  
CARSON AREA METROPOLITAN PLANNING  
ORGANIZATION (CAMPO)**

**Day:** Wednesday  
**Date:** June 10, 2020  
**Time:** Beginning at 4:30 pm  
**Location:** Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

**AGENDA**

**NOTICE TO PUBLIC:** The State of Nevada and Carson City are currently in a declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak. In accordance with the Governor's Declaration of Emergency Directive 006, which has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate, public meetings of Carson City will NOT have a physical location open to the public until such time this Directive is removed.

Members of the public who wish only to view the meeting but do NOT plan to make public comment may watch the livestream of the CAMPO meeting at:

<https://www.carson.org/transparency/meeting-agendas-minutes-and-recordings>

The public may provide public comment in advance of a meeting by written submission to the following email address: [Comments@CarsonAreaMPO.com](mailto:Comments@CarsonAreaMPO.com). For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

Members of the public who wish to provide live public comment may do so during the designated public comment periods, indicated on the agenda, via telephonic appearance by dialing the numbers listed below. Please do NOT join by phone if you do not wish to make public comment.

To join by telephone, you must dial the following number: +1-408-418-9388 (Meeting ID: 963 383 761).

To videoconference, you must have access to an Internet connection and a computer equipped with a camera and microphone with which you can join a meeting at the following link:

<https://carsoncity.webex.com/carsoncity/onstage/g.php?MTID=ecb3b9dad93dac591cdeb5b67771aeb96>.

AGENDA NOTES: The Carson Area Metropolitan Planning Organization (CAMPO) is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting via video conference or telephonic appearance, or who wish to make written submissions to CAMPO. If special arrangements for the meeting are necessary, please notify CAMPO staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or [Comments@CarsonAreaMPO.com](mailto:Comments@CarsonAreaMPO.com), or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance of the meeting.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted on the CAMPO website at [www.carson.org/agendas](http://www.carson.org/agendas), or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

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

**2. AGENDA MANAGEMENT NOTICE:** The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**3. DISCLOSURES:** Any member of the CAMPO Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the CAMPO's official business. Such disclosures must also be made at such time the specific agenda item is introduced.

**4. PUBLIC COMMENT\*\*:** The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body. 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 CAMPO 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.

**5. APPROVAL OF MINUTES:**

**5-A For Possible Action** – Discussion and possible approval of the May 13, 2020 draft minutes.

**6. PUBLIC MEETING ITEM(S):**

**6-A For Possible Action** – Presentation and discussion on financial assumptions and projections for CAMPO's 30-year Regional Transportation Plan.

**Staff Summary:** Per federal regulations, a Regional Transportation Plans must demonstrate how the plan can be implemented and funded. The plan shall identify resources from public and private sources that are reasonably expected to be available. The draft 2050 Regional Transportation Plan will forecast revenue for 30-years, including a 10-year bucket for years 2021 to 2030, and a 20-year bucket for years 2030 to 2050.

**6-B For Possible Action** – Discussion and possible action to authorize the Transportation Manager to execute Amendment No. 1 to Cooperative Agreement No. NM111-16-804 with the Nevada Department of Transportation (NDOT) for a no-cost time extension.

**Staff Summary:** Cooperative Agreement No. NM111-16-804 is a non-monetary agreement that sets forth general provisions for the duties and responsibilities of CAMPO and NDOT for the expenditure of Federal Metropolitan Planning (PL) funds. A monetary agreement was approved at the May 13<sup>th</sup> CAMPO meeting.

**6-C For Possible Action** – Discussion and possible action regarding, and authorization for the Transportation Manager to sign, a Planning Cooperative Agreement, Agreement No. P211-20-804, with the Nevada Department of Transportation (NDOT) for \$40,000 in financial assistance to support updates to CAMPO’s Travel Demand Model and to develop the 2050 Regional Transportation Plan.

**Staff Summary:** Approval of the Planning Cooperative Agreement will facilitate the transfer of \$40,000 in federal State Planning and Research (SPR) funds from NDOT to CAMPO for financial assistance to support updates to CAMPO’s Travel Demand Model and to develop the 2050 Regional Transportation Plan. This funding will supplement CAMPO’s Fiscal Year 2020 and Fiscal Year 2021 Unified Planning Work Program (UPWP) funds and does not require a local match from CAMPO.

**6-D For Possible Action** – Discussion and possible action regarding the Interlocal Cooperative Agreement between CAMPO, the Carson City Regional Transportation Commission, and the Carson City Board of Supervisors.

**Staff Summary:** The Interlocal Agreement defines the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation-related activities. The proposed amendments update the Agreement and clarify approval authority of each agency/organization.

**7. BOARD COMMENTS: For Information Only** – Status reports and comments from the members of the CAMPO Board.

**8. The Next Meeting is Tentatively Scheduled** – 4:30 p.m., Wednesday, July 8, 2020, at the Sierra Room – Carson City Community Center, 851 East William Street.

**9. PUBLIC COMMENT\*\*:** The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda. 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 CAMPO 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.

**10. ADJOURNMENT: For Possible Action**

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**\*\*PUBLIC COMMENT LIMITATIONS - Although CAMPO often provides an opportunity for additional public comment during each specific item designated for possible action on the agenda, public comment will be temporarily limited to the beginning of the agenda before any action is taken and again at the end before adjournment. This policy will remain effective during the period of time the State of Nevada is under a State of Emergency as declared by the Governor due to the COVID-19 pandemic, and is intended to achieve the efficient conduct of meetings while facilitating public participation via videoconference and telephonic means.**

**NOTICE TO PUBLIC: In accordance with the Governor's Emergency Declaration Directive 006 suspending state law provisions requiring the posting of public meeting agendas at physical locations, this agenda was posted electronically at the following Internet websites:**

This notice has been posted at the following locations:

[www.carson.org/agendas](http://www.carson.org/agendas)

<http://notice.nv.gov>

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION**  
**Minutes of the May 13, 2020 Meeting**  
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**DRAFT**

A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, May 13, 2020 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Mark Kimbrough  
 Vice Chairperson Greg Stedfield  
 Member Lori Bagwell  
 Member Brad Bonkowski  
 Member Joh Erb (via WebEx)  
 Member Bob Hastings (via WebEx)  
 Member Chas Macquarie (via WebEx)  
 Ex-Officio Member Sondra Rosenberg (via WebEx)

**STAFF:** Lucia Maloney, Transportation Manager  
 Dirk Goering, Senior Transportation Planner (via WebEx)  
 Todd Reese, Deputy District Attorney (via WebEx)  
 Chris Martinovich, Transportation/Traffic Engineer  
 Tamar Warren, Senior Public Meetings Clerk

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

**1. CALL TO ORDER AND DETERMINATION OF A QUORUM**

(4:30:10) – Chairperson Kimbrough called the meeting to order at 4:30 p.m. Roll was called, and a quorum was present.

**2. AGENDA MANAGEMENT NOTICE**

(4:30:42) – Ms. Maloney noted that there were no changes to the agenda.

**3. DISCLOSURES**

(4:30:46) – There were no disclosures from the members.

**4. PUBLIC COMMENT**

(4:30:58) – Chairperson Kimbrough entertained public comments; however, none were forthcoming.

**5. APPROVAL OF MINUTES**

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION**

**Minutes of the May 13, 2020 Meeting**

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**DRAFT**

**5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE April 8, 2020 DRAFT MINUTES.**

(4:31:24) – Chairperson Kimbrough introduced the item and entertained corrections, comments, or a motion.

**(4:31:28) – Member Bonkowski moved to approve the minutes of the CAMPO April 8, 2020 meeting as presented. The motion was seconded by Member Bagwell. Motion carried 7-0-0.**

**6. PUBLIC MEETING ITEM(S):**

**6-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A REALLOCATION OF SURFACE TRANSPORTATION PROGRAM BLOCK GRANT (STBG) FUNDS BETWEEN THE THREE MEMBER AGENCIES OF THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO).**

(4:31:51) – Chairperson Kimbrough introduced the item. Ms. Maloney presented the Staff Report, incorporated into the record, and recommended the allocation of Lyon County’s Federal Fiscal Year (FFY) 2020 STBG funding apportionment, in the amount of \$709,617, to Carson City. She also clarified for Member Bonkowski that since this specific agreement had reached its last fiscal year, Staff had begun internal discussions with the other member counties regarding the allocations and entertained input from the members. Member Hastings was in favor of “involving County Staff moving forward in the allocations in the future.” Ex-Officio Member Rosenberg noted that the State would not get involved on how the funds are distributed amongst the member agencies; however, she wished to ensure that they are utilized. Member Bonkowski wished to ensure that the grants are awarded to available projects. There were no additional comments. Chairperson Kimbrough entertained a motion.

**(4:38:07) – Member Bagwell moved to approve the reallocation of Surface Transportation Program Block Grant (STBG) Funds between the three member agencies of the Carson Area Metropolitan Planning Organization (CAMPO) as presented. The motion was seconded by Member Bonkowski and carried 7-0-0.**

**6-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE FISCAL YEAR 2021 AND FISCAL YEAR 2022 TWO-YEAR UNIFIED PLANNING WORK PROGRAM (UPWP).**

(4:38:40) – Chairperson Kimbrough introduced the item. Ms. Maloney presented the agenda materials and responded to clarifying questions by the members. She also noted that the document awaited approval from the Nevada Department of Transportation (NDOT) Staff after which she anticipated holding a special CAMPO meeting on Friday, June 22, 2020 for final approval. Member Bonkowski recommended correcting the Work Plan document title page and page 4 to reflect the following: *Fiscal Years 2021-2022: July 1, 2021 – June 30, 2022*. Member Macquarie also noted that the document should reflect Member Stedfield is the current Vice Chair. Chairperson Kimbrough entertained additional comments and when none were forthcoming, a motion.

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION**

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**DRAFT**

**(4:49:48) – Member Bonkowski moved to approve the Fiscal Year 2021 and Fiscal Year 2022 two-year Unified Planning Work Program as amended. The motion was seconded by Member Bagwell and carried 7-0-0.**

**6-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN AGREEMENT NO. PR204-20-804 FOR COMMITMENT TO COMPLETE THE FISCAL YEAR (FY) 2021 UNIFIED PLANNING WORK PROGRAM (UPWP) ACTIVITIES, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN FUTURE AMENDMENTS TO THIS AGREEMENT REGARDING TIME EXTENSIONS OR A CHANGE IN VALUE OF THE FUNDING UP TO 10% OF THE INITIAL FUNDING AMOUNT.**

(4:50:32) – Chairperson Kimbrough introduced the item. Ms. Maloney presented the Staff Report, incorporated into the record and responded to clarifying questions. Chairperson Kimbrough entertained member comments and when none were forthcoming, a motion.

**(4:52:21) – Vice Chair Stedfield moved to authorize the Transportation Manager to sign Agreement No. PR204-20-804, as presented, and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions or a change in value of the funding of up to 10% of the initial funding amount. The motion was seconded by Member Bagwell and carried 7-0-0.**

**7. BOARD COMMENTS: FOR INFORMATION ONLY**

(4:53:09) – Chairperson Kimbrough entertained member comments; however, none were forthcoming.

**8. THE NEXT MEETING IS TENTATIVELY SCHEDULED – 4:30 P.M., WEDNESDAY, JUNE 10, 2020, AT THE SIERRA ROOM – CARSON CITY COMMUNITY CENTER, 851 EAST WILLIAM STREET.**

(4:53:44) – Chairperson Kimbrough clarified that a special meeting was tentatively scheduled for Friday, May 22, 2020, as noted in the minutes of agenda item 6-B. He also explained that the next regular meeting will be held on June 10, 2020 at 4:30 p.m.

**9. PUBLIC COMMENT**

(4:54:00) – Ms. Maloney announced that CAMPO Staff had been working with NDOT “to secure an additional \$40,000 to support update of our Travel Demand Model and completion of our 2050 Regional Transportation Plan,” adding that final comments had already been submitted to NDOT Staff. She reiterated the upcoming CAMPO special meeting, tentatively scheduled for June 22, 2020 at 8:30 a.m. and noted the helpfulness of the NDOT Staff. Chairperson Kimbrough thanked Staff and Ex-Officio Member Rosenberg for their efforts and entertained additional public comments; however, none were forthcoming.

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**DRAFT**

**10. ADJOURNMENT: FOR POSSIBLE ACTION**

**(4:55:52) – Chairperson Kimbrough adjourned the meeting at 4:55 p.m.**

The Minutes of the May 13, 2020 Carson Area Metropolitan Planning Organization meeting are so approved this 10<sup>th</sup> day of June, 2020.



## STAFF REPORT

**Report To:** The Carson Area Metropolitan Planning Organization (CAMPO)

**Meeting Date:** June 10, 2020

**Staff Contact:** Dirk Goering, Senior Transportation Planner

**Agenda Title: For Possible Action** – Presentation and discussion on financial assumptions and projections for CAMPO’s 30-year Regional Transportation Plan.

**Staff Summary:** Per federal regulations, a Regional Transportation Plans must demonstrate how the plan can be implemented and funded. The plan shall identify resources from public and private sources that are reasonably expected to be available. The draft 2050 Regional Transportation Plan will forecast revenue for 30-years, including a 10-year bucket for years 2021 to 2030, and a 20-year bucket for years 2030 to 2050.

**Agenda Action:** Other/Presentation

**Time Requested:** 10 minutes

### Proposed Motion

N/A

### Background/Issues & Analysis

Per federal regulations, a Regional Transportation Plans must demonstrate how the plan can be implemented and funded. Furthermore, all jurisdictions are required to have a balanced budget, meaning budgeted expenses cannot exceed anticipated revenue. For the purpose of consistency, CAMPO, NDOT, and Nevada’s other three MPOs developed the following financial assumptions for future revenues and expenditures. Revenue projections assume a conservative 2% annual growth rate. Expenditures used a 5-year rolling average of the Producer Price Index (PPI) to develop a 3% inflation rate for construction costs. The inflation rate will be used to adjust project costs after cost estimates are developed and projects scheduled.

While funding programs are subject to change over time, CAMPO is tasked with using the best available data at the time the long-range plan is developed. To identify and predict reasonably anticipated future revenue, assumptions were made based on funds attributed to the region over the past four years and with existing agreements. Additionally, CAMPO staff has consulted with member agencies regarding available revenue.

Below is a table of predicted revenue sources organized by member agency detailing annual apportionments, aggregated by bucket years and total expected revenue:

<b>Table: Funding Source By Member Agency</b>	<b>Type of Funding</b>	<b>Annual Revenue</b>	<b>Total</b>	<b>Years 2021-2030</b>	<b>Years 2031-2050</b>
<b>Carson City Regional Transportation Commission</b>					
National Highway Performance Funding (NHPP)	Federal	4,750,000	192,698,376	52,011,175	140,687,201
Surface Transportation Block Grant Funding (STBG)	Federal	787,720	31,956,287	8,625,314	23,330,973
Highway Safety Improvement Funding (HSIP)	Federal	928,999	37,687,715	10,172,283	27,515,433
Transportation Alternatives Funding (TAP)	Federal	878,000	35,618,774	9,613,855	26,004,919
Community Development Block Grant Funding (CDBG)	Federal	285,000	11,561,903	3,120,670	8,441,232
<b>Total Federal Funding Forecasted</b>			309,523,055	83,543,297	225,979,758
State Highway Funding	State	349,361	14,172,915	3,825,408	10,347,507
Carson City RTC Motor Vehicle Fuel Tax and Shared Revenue Tax	Local	1,428,542	57,953,205	15,642,136	42,311,069
Carson City 1/8-cent Sales Tax (lump sum, will bond within 5-years)	Local	18,000,000	18,000,000	18,000,000	0
Carson City V & T Railway Plan of Expenditure (expires 2027)	Local	500,000	3,154,060	3,154,060	0
<b>Total Non-Federal Funding (State and Local)</b>			93,280,180	40,621,605	52,658,575
<b>Carson City Transit (Jump Around Carson)</b>					
FTA Section 5307 Funding (Urbanized Area Formula Grants)	Federal	2,038,991	82,717,959	22,326,385	60,391,573
FTA Section 5310 Funding (Elderly Persons and Persons with Disabilities)	Federal	278,420	11,294,965	3,048,621	8,246,343
FTA Section 5339 Funding (Bus and Bus Facility Grants)	Federal	283,518	11,501,791	3,104,446	8,397,345
Cares Act Funding (lump sum)	Federal	3,725,309	3,725,309	3,725,309	0
<b>Total Federal Funding Forecasted</b>			109,240,023	32,204,761	77,035,262
Local Transit Funding	Local	466,000	18,904,725	5,102,570	13,802,155
<b>Total Non-Federal Funding (State and Local)</b>			18,904,725	5,102,570	13,802,155
<b>Douglas County Regional Transportation Commission</b>					
Surface Transportation Block Grant Funding (STBG)	Federal	150,626	6,110,607	1,649,313	4,461,295
<b>Total Federal Funding Forecasted</b>			6,110,607	1,649,313	4,461,295
Douglas County RTC Motor Vehicle Fuel Tax and Shared Revenue Tax	Local	650,000	26,369,251	7,117,319	19,251,933
<b>Total Non-Federal Funding (State and Local)</b>			26,369,251	7,117,319	19,251,933
<b>Lyon County Regional Transportation Commission</b>					
Surface Transportation Block Grant Funding (STBG)	Federal	177,404	7,196,940	1,942,524	5,254,415
Transportation Alternatives Funding (TAP)	Federal	106,232	4,309,628	1,163,211	3,146,417
<b>Total Federal Funding Forecasted</b>			11,506,568	3,105,735	8,400,833
Lyon County RTC Motor Vehicle Fuel Tax and Shared Revenue Tax	Local	360,000	14,604,509	3,941,900	10,662,609
<b>Total Non-Federal Funding (State and Local)</b>			14,604,509	3,941,900	10,662,609

**Applicable Statute, Code, Policy, Rule or Regulation**

23 CFR 450.324

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: CAMPO fund, Unified Planning Work Program account, Task 3.1 – 2040/2050 Regional Transportation Plan / G302820001.

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: This work is budgeted under Task 3.1 2040/2050 Regional Transportation Plan of CAMPO’s 2019/2020 Unified Planning Work Program (UPWP) (\$33,957). The Regional Transportation Plan does not commit the forecasted revenue, but is intended to function as a system-level estimate of revenue reasonably expected to be available for maintaining and operating the regional transportation system.

**Supporting Material**

-Exhibit-1: CAMPO’s Unified Planning Work Program Cost/Funding Summary Table

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# Exhibit-1: CAMPO's Unified Planning Work Program Cost/Funding Summary Table

**The attached Cost/Funding Summary Table is an excerpt from:**

**The Carson Area Metropolitan Planning Organization's**

**Unified Planning Work Program**

**Last amended February 12, 2020**

**Full document available here: <https://www.carson.org/home/showdocument?id=69358>**

**Table 5.1 CAMPO FY 2019 and FY 2020 UPWP Cost/Funding Summary  
Amended 02/12/2020**

Major Work Element	Work Task		Funding Breakdown		
	Task #	Description	CPG	Local Match	Total Cost
1.0 MPO Administration	1.1	General Administration and Work Program Oversight	\$149,743	\$7,881	\$157,624
	1.2	UPWP Development and Administration	\$16,466	\$867	\$17,333
	1.3	MPO Representation	\$56,375	\$2,967	\$59,342
	1.4	Professional Development	\$49,020	\$2,580	\$51,600
2.0 Regional Coordination and Engagement	2.1	Public Participation	\$19,000	\$1,000	\$20,000
	2.2	Regional Transit Coordination and Engagement	\$12,360	\$651	\$13,010
3.0 Regional Multimodal Planning	3.1	2040 Regional Transportation Plan (RTP)*	\$32,259	\$1,698	\$33,957
	3.2	Transit Planning*	\$74,670	\$3,930	\$78,600
	3.3	ITS Planning	\$13,348	\$703	\$14,050
	3.4	Updates to Supporting Regional Planning Documents and Policies*	\$34,422	\$1,812	\$36,234
	3.5	Regional Consistency Review	\$23,767	\$1,251	\$25,018
4.0 Transportation Performance Management	4.1	MAP-21/FAST Act Implementation and Performance Measures	\$37,145	\$1,955	\$39,100
	4.2	Update and Maintain the Transportation Improvement Program	\$24,751	\$1,303	\$26,054
	4.3	Maintain Travel Demand Model*	\$40,565	\$2,135	\$42,700
	4.4	Data Management, Collection, and Performance Measurement	\$43,736	\$2,302	\$46,038
5.0 Asset Planning and Management	5.1	Maintain Pavement Management System*	\$42,706	\$2,248	\$44,954
	5.2	Roadway Asset Management	\$28,671	\$1,509	\$30,180
	5.3	Non-Motorized Asset Management*	\$25,365	\$1,335	\$26,700
	5.4	Transit Asset Management	\$11,590	\$610	\$12,200
Total Funding			\$735,959	\$38,735	\$774,694

\*Consultant involvement is expected



## STAFF REPORT

**Report To:** The Carson Area Metropolitan Planning Organization (CAMPO)

**Meeting Date:** June 10, 2020

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action to authorize the Transportation Manager to execute Amendment No. 1 to Cooperative Agreement No. NM111-16-804 with the Nevada Department of Transportation (NDOT) for a no-cost time extension.

**Staff Summary:** Cooperative Agreement No. NM111-16-804 is a non-monetary agreement that sets forth general provisions for the duties and responsibilities of CAMPO and NDOT for the expenditure of Federal Metropolitan Planning (PL) funds. A monetary agreement was approved at the May 13<sup>th</sup> CAMPO meeting.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### Proposed Motion

I move to authorize the Transportation Manager to execute the amendment as presented.

### Background/Issues & Analysis

In 2003, the Governor of Nevada designated CAMPO as the agency responsible for metropolitan transportation planning in the Carson City urbanized area, which consists of Carson City, northern Douglas County, and western Lyon County. The cooperative agreement sets forth general provisions for the duties and responsibilities of CAMPO and NDOT required by the Federal Highway Administration for metropolitan planning agencies.

Cooperative Agreement No. NM111-16-804 was executed on October 1, 2016 and is set to expire on September 30, 2020. The proposed amendment changes the termination date of the agreement to September 30, 2022. All other provisions of the original agreement shall remain unchanged, and in full force and effect.

### Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180, NRS 277.110

### Financial Information

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: N/A

### Alternatives

Decline to approve the amendment and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: Amendment No. 1 to Cooperative Agreement No. NM111-16-804

-Exhibit-2: Cooperative Agreement No. NM111-16-804

**Board Action Taken:**

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

1) \_\_\_\_\_

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Amendment No. 1 to  
Cooperative Agreement No. NM111-16-804

This Amendment is made and entered into on \_\_\_\_\_, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson Area Metropolitan Planning Organization, 3505 Butti Way, Carson City, Nevada 89701, hereinafter referred to as the "CAMPO."

WITNESSETH:

WHEREAS, on October 1, 2016, the parties entered into Agreement No. NM111-16-804 to set forth general provisions for the duties of the parties for the expenditure of the Federal Metropolitan Planning (PL) funds; and

WHEREAS, the termination date must be amended to ensure sufficient time to continue the program; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. NM111-16-804.

NOW, THEREFORE, the parties agree as follows:

1. The termination date referenced in Article III, Paragraph 1, shall be changed from September 30, 2020 to September 30, 2022.
2. All the other provisions of Agreement No. NM111-16-804 dated October 1, 2016 shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

CARSON AREA METROPOLITAN  
PLANNING ORGANIZATION

STATE OF NEVADA, acting by and through  
its DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
KRISTINA SWALLOW, P.E.  
DIRECTOR  
Approved as to Legality and Form:

\_\_\_\_\_  
Todd Reese  
Deputy District Attorney

\_\_\_\_\_  
SHANE CHESNEY  
Deputy Attorney General

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Agreement Number NM111-16-804

COOPERATIVE AGREEMENT

This Agreement is made and entered into this 1st day of October, 2016, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the Carson Area Metropolitan Planning Organization, hereinafter called the CAMPO.

WITNESSETH:

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

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

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

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

WHEREAS, the purpose of this Agreement is to set forth general provisions for the duties of the parties for the expenditure of the Federal Metropolitan Planning (PL) funds set forth herein; and

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

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

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

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

ARTICLE I - CAMPO AGREES

1. To be responsible for the maintenance of a comprehensive, continuing, and cooperative transportation planning process, and as such, shall be responsible for all transportation planning funds for the study area whose boundaries shall include the limits of the CAMPO Planning Area Boundary.
2. To conduct its designated planning activities in compliance with the approved Unified Planning Work Program and in accordance with the policies and procedures of the Federal Highway Administration (FHWA).
3. To be responsible, in cooperation with the DEPARTMENT, for designating the project priorities on the System of Streets and Highways within the CAMPO's boundaries, consistent with the guidelines governing the Regional Transportation Improvement Program.

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

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

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

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

a. Office of Management and Budget (OMB) Title 2 Subtitle A Chapter II Part 200.

8. To invoice the DEPARTMENT quarterly for actual eligible costs (with supporting auditable documentation) of completing planning activities as contained in the approved Unified Planning Work Program. Monthly billings will be allowed, at the DEPARTMENT's discretion, on a case by case basis. Reimbursement shall not exceed the approved federal funds for the fiscal year that is programmed. This Agreement does not cover fund sources other than the PL funds and the 5303 Federal Transit Administration (FTA) funds transferred to FHWA to become PL funds. The CAMPO is responsible for the non-federal match as required.

9. To invoice the DEPARTMENT for final quarter eligible costs within forty-five (45) calendar days of the program completion.

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

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

12. To provide and maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at the administrative offices of the CAMPO at all reasonable times during the tenure of this Agreement and for three (3) years from federal acceptance of the project for work accomplished by the CAMPO under the Unified Planning Work Program. Such materials will be made available for

inspection by authorized representatives of the DEPARTMENT or the FHWA, and copies thereof shall be furnished if requested.

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

14. The Director of the DEPARTMENT shall be an ex-officio member for participation in matters pertaining to planning. The Nevada Division Administrator of the FHWA shall act in an advisory capacity.

## ARTICLE II - DEPARTMENT AGREES

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

2. To program the approved Federal funds each year allocable to the CAMPO. The DEPARTMENT agrees to reimburse the CAMPO ninety-five percent (95%), of the amount approved by FHWA of the program costs upon receipt of quarterly billings with supporting documentation. Total reimbursement shall not exceed the total amount appropriated for each federal fiscal year. Reimbursement shall not exceed the amount shown for each of the tasks in the approved CAMPO Unified Planning Work Program.

3. To reimburse the CAMPO PL funds no later than fifteen (15) calendar days (FAST Act) after the date of receipt as authorized in Title 23 United States Code (USC). The invoice must contain all appropriate documentation and backup material. If the required documentation contains errors or is not included with the Invoice as required, the invoice will be returned to the respective CAMPO for correction. After corrections are made, the invoice will be returned to the DEPARTMENT and the 15 calendar day period will begin affective upon stamped receipt of the corrected invoice

4. To notify the CAMPO within thirty (30) calendar days of the publication of a FHWA Notice as authorized by Congress of the Rescission of Federal Metropolitan Planning funds of the amounts to rescinded from each of the various Metropolitan Planning areas of the State of Nevada under said Notice together with any amounts withheld by the DEPARTMENT and the basis for this allocation.

5. The DEPARTMENT shall inform the CAMPO and the FHWA Division Office of the amounts allocated (per the mutually agreed upon allocation formula) to the CAMPO as soon as possible, but no later than thirty (30) calendar days, after PL and 5303 FTA funds have been apportioned by the United States Department of Transportation (USDOT) to the DEPARTMENT.

## ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above and shall remain in effect through and including September 30, 2020.

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

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

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
Attn: Sondra Rosenberg, PTP, Assistant Director, Planning  
Nevada Department of Transportation  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201  
E-mail: [SRosenberg@dot.state.nv.us](mailto:SRosenberg@dot.state.nv.us)

FOR CAMPO: Ray Fierro, Chairperson  
Attn: Patrick Pittenger, Transportation Manager  
City of Carson City  
3505 Butti Way  
Carson City, Nevada 89701  
Phone: (775) 887-2355  
Fax: (775) 887-2164  
E-mail: [ppittenger@carson.org](mailto:ppittenger@carson.org)

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

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

6. To be responsible, in cooperation with the CAMPO and the Federal Agencies, for securing the timely approval of the annual CAMPO Unified Planning Work Program and any amendments thereto. In the case of amendments, the DEPARTMENT will transmit such amendment to the Federal Agencies within thirty (30) calendar days of receipt from the CAMPO.

7. The CAMPO will work closely with the DEPARTMENT on developing a mutually agreed upon schedule of information needed to develop the Unified Planning Work Program.

8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall Indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for

reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

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

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

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

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

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

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

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

17. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

20. 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.

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

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

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

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

Carson Area Metropolitan  
Planning Organization

DocuSigned by:  
*Patrick Pittenger*  
FA7B656E4E9648E...

Patrick Pittenger Transportation Manager  
Name and Title (Print)

Approved as to Form:

DocuSigned by:  
*J. Daniel Yu*  
D80E34D10CCB41B...  
Attorney

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

DocuSigned by:  
*Rudy Mayson*  
CAC7CE8CD884443...  
Director

Approved as to Legality and Form:

DocuSigned by:  
*Louis F. Holland*  
524781171C849C7...  
Deputy Attorney General



## STAFF REPORT

**Report To:** The Carson Area Metropolitan Planning Organization (CAMPO)

**Meeting Date:** June 10, 2020

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding, and authorization for the Transportation Manager to sign, a Planning Cooperative Agreement, Agreement No. P211-20-804, with the Nevada Department of Transportation (NDOT) for \$40,000 in financial assistance to support updates to CAMPO’s Travel Demand Model and to develop the 2050 Regional Transportation Plan.

**Staff Summary:** Approval of the Planning Cooperative Agreement will facilitate the transfer of \$40,000 in federal State Planning and Research (SPR) funds from NDOT to CAMPO for financial assistance to support updates to CAMPO’s Travel Demand Model and to develop the 2050 Regional Transportation Plan. This funding will supplement CAMPO’s Fiscal Year 2020 and Fiscal Year 2021 Unified Planning Work Program (UPWP) funds and does not require a local match from CAMPO.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to authorize the Transportation Manager to execute the agreement.

### **Background/Issues & Analysis**

CAMPO staff, with support from our on-call travel demand model consultant Headway Transportation, is updating CAMPO’s travel demand model to support development of the 2050 Regional Transportation Plan (RTP). In examining the cost to complete the model updates and draft the RTP, staff identified a funding shortfall of approximately \$40,000. This planning effort is consistent with NDOT’s 2020 State Planning and Research Program (SPR), allowing for Federal State Planning and Research funds to be used to bridge the funding shortfall. CAMPO board approval will allow staff to proceed with executing a Planning Cooperative agreement and complete the RTP by Fall 2020, as required by the Federal Highway Administration.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277.180, NRS 277.110

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number: CAMPO fund, Federal Grant revenue account / 2453081-431010

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: CAMPO will invoice NDOT \$20,000 upon the release of the draft 2050 RTP, and \$20,000 upon the release of the final 2050 RTP, for actual project costs incurred. No local match is required.

**Alternatives**

Decline to approve the agreement and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: Cooperative Agreement P211-20-804

**Board Action Taken:**

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

1) \_\_\_\_\_

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

Aye/Nay

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

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

Agreement Number P211-20-804

COOPERATIVE AGREEMENT

This Agreement is made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Carson Area Metropolitan Planning Organization (CAMPO), 3505 Butti Way, Carson City, Nevada 89701, hereinafter called the "LOCAL AGENCY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

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

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

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

WHEREAS, the purpose of this Agreement is to provide funding to assist the LOCAL AGENCY with developing the Travel Demand Model and 2050 Regional Transportation Plan (RTP), hereinafter called the "PROJECT." Attachment A - Scope of Work is attached hereto and incorporated herein; and

WHEREAS, the current Transportation Act provides funding for all modes of transportation under which this PROJECT is eligible for eighty percent (80%) federal funds and twenty percent (20%) matching funds; and

WHEREAS, the PROJECT has been approved for Federal State Planning and Research (SPR) funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, developing the Travel Demand Model, which is part of the development of the 2050 RTP will be of benefit to the DEPARTMENT, the LOCAL AGENCY, and to the people of the State of Nevada; and

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

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

ARTICLE I – LOCAL AGENCY AGREES

1. To provide the DEPARTMENT with an electronic copy of the draft and final 2050 RTP.

2. To bill the DEPARTMENT Twenty Thousand and No/100 Dollars (\$20,000) at the release of the draft 2050 RTP and Twenty Thousand and No/100 Dollars (\$20,000) at the release of the final 2050 RTP for actual PROJECT costs not to exceed Forty Thousand and No/100 Dollars (\$40,000). The LOCAL AGENCY will provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration guidelines.

3. During the performance of this Agreement, the LOCAL AGENCY, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The LOCAL AGENCY shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The LOCAL AGENCY, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LOCAL AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the LOCAL AGENCY for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LOCAL AGENCY of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, disability/handicap, national origin, or low income status.

d. Information and Reports: The LOCAL AGENCY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the LOCAL AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the LOCAL AGENCY shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments to the LOCAL AGENCY under this Agreement until the LOCAL AGENCY 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 FHWA.

g. Incorporation of Provisions: The LOCAL AGENCY will include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The LOCAL AGENCY will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the LOCAL AGENCY becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the LOCAL AGENCY may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the LOCAL AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

## ARTICLE II - DEPARTMENT AGREES

1. To bill upon completion for its match of incurred PROJECT costs estimated not to exceed Forty Thousand and No/100 Dollars (\$40,000).
2. The DEPARTMENT will reimburse the LOCAL AGENCY Twenty Thousand and No/100 (\$20,000) at the release of the draft 2050 RTP and Twenty Thousand and No/100 (\$20,000) at the release of the final 2050 RTP.
3. To review and provide timely comments on the draft and final 2050 RTP documents.

## ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the 31<sup>st</sup> day of December, 2020.
2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
3. In the event that the LOCAL AGENCY performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the LOCAL AGENCY shall forfeit any and all right to payment for such work.
4. The LOCAL AGENCY, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the LOCAL AGENCY's provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.
5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority

to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The LOCAL AGENCY shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed shall survive the termination and expiration of this Agreement.

7. The LOCAL AGENCY shall not proceed with said work until a copy of this fully executed Agreement is received. If the LOCAL AGENCY does commence said work prior to receiving a copy of this fully executed Agreement, the LOCAL AGENCY shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the LOCAL AGENCY shall not rely on the terms of this Agreement in any way, including, but not limited to, any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the receipt of the fully executed Agreement. In the event the LOCAL AGENCY violates the provisions of this Section, it waives any and all claims and damages against the DEPARTMENT, its employees, agents and/or affiliates, including, but not limited to, monetary damages and/or any other available remedy at law or in equity.

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

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

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director  
Attn.: Mark Costa  
Nevada Department of Transportation  
Division: Multimodal Program Development  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: 775-888-7120  
Fax: 775-888-7207  
Email: mcosta@dot.nv.gov

FOR LOCAL AGENCY:

Darren Schulz, Director, Carson City Public Works  
Attn.: Lucia Maloney, Transportation Manager  
Carson Area MPO  
3505 Butti Way

Carson City, Nevada 89701  
Phone: 775-283-7396  
Fax: 775-887-2112  
Email: lmaloney@carson.org

10. Should this Agreement be terminated by the LOCAL AGENCY prior to completion of the PROJECT, the LOCAL AGENCY will reimburse the DEPARTMENT for all costs that have been paid by the DEPARTMENT that were contributed to by this Agreement up to the point of Agreement termination.

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

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

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

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

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

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

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

19. 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 suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

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

21. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

24. Pursuant to NRS Chapter 239 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.

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

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

27. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any

such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Carson Area Metropolitan Planning Organization

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

\_\_\_\_\_

\_\_\_\_\_  
Director

Name and Title (Print)

\_\_\_\_\_  
Approved as to Legality and Form:

\_\_\_\_\_

\_\_\_\_\_

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

Approved as to Form:

\_\_\_\_\_

Deputy District Attorney

Attachment A  
Scope of Work

**Carson Area MPO (CAMPO) Travel Demand Model (TDM) and 2050 Regional Transportation Plan**

**Task 1 – Update CAMPO TDM Base Year Scenario and TDM Future Year Scenarios**

Update the CAMPO TDM from the current Base Year Scenario of 2015 to a Base Year Scenario of 2020. Update the corresponding land use, roadway network, through trips, and other model files. Update the CAMPO TDM from the current Future Year Scenarios of 2025 and 2040 to Future Year Scenarios of 2030 and 2050. Update the corresponding land use, roadway network (including fiscally constrained and unconstrained networks for each future year), through trips, and other model files.

**Task 2 – Validate Updated CAMPO TDM Base Year Scenario\***

Validate the updated CAMPO TDM Base Year Scenario following NCHRP 255, NCHRP 716, and NDOT Traffic Forecasting Guidelines criteria. Validation tests should include, but not be limited to, daily static validation for screen lines, model gateways, and overall model area percent error by facility type and ADT range. Peak hour validation should also be performed.

**Task 3 – Prepare Model Update and Validation Memorandum\***

Summarize the CAMPO TDM update process and validation results in a technical memorandum. Prepare additional model outputs for Carson City staff using the updated CAMPO TDM.

**Task 4 – Incorporate TDM Outputs and Draft the 2050 Regional Transportation Plan**

Incorporate the CAMPO TDM model outputs into the 2050 Regional Transportation Plan, and develop the draft 2050 Regional Transportation Plan in response to CAMPO TDM model outputs and other available planning data and information.

**Task 5 – Finalize 2050 Regional Transportation Plan**

Respond to public/stakeholder comments on the draft 2050 Regional Transportation Plan and prepare the final 2050 Regional Transportation Plan for adoption.

*\*Consultant involvement is anticipated.*



# STAFF REPORT

**Report To:** The Carson Area Metropolitan Planning Organization (CAMPO)

**Meeting Date:** June 10, 2020

**Staff Contact:** Lucia Maloney, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding the Interlocal Cooperative Agreement between CAMPO, the Carson City Regional Transportation Commission, and the Carson City Board of Supervisors.

**Staff Summary:** The Interlocal Agreement defines the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation-related activities. The proposed amendments update the Agreement and clarify approval authority of each agency/organization.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

**Proposed Motion**

I move to approve the amendments as presented.

**Background/Issues & Analysis**

The existing Interlocal Agreement was last amended April 18, 2013. The proposed amendments update the Agreement and clarify approval authority of each agency/organization.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 277.110; NRS 277.180

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, Fund Name, Account Name / Account Number:

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: N/A

**Alternatives**

Decline to approve the amendment and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: Proposed Amendments to CAMPO/RTC/BOS Interlocal Agreement

-Exhibit-2: CAMPO/RTC/BOS Interlocal Agreement

**Board Action Taken:**

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

1) \_\_\_\_\_

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

Aye/Nay

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

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

**INTERLOCAL COOPERATIVE AGREEMENT**

An Interlocal Agreement defining the respective responsibilities of the Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization.

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2013, made by and between the Consolidated Municipality of Carson City, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization. It completely restates the previous agreement in this regard, dated September 6, 2012, as amended April 18, 2013, and amends it by adding paragraph 8 to "CAMPO AGREES;" paragraph 16 to "REGIONAL TRANSPORTATION COMMISSION AGREES;" and paragraphs 13-15 16 to "CITY AGREES:" and adding the section ALL PARTIES AGREE.

**WITNESSETH**

**Whereas**, Carson City (~~hereinafter~~ "City") is a general purpose consolidated municipal government responsible for the exercise of statutory duties established under state law and municipal ordinance and is governed by a duly elected Board of Supervisors, and

**Whereas**, the Carson City Board of Supervisors (~~hereinafter~~ "Supervisors") is authorized by state statute to delegate specific duties and responsibilities of the City to other agencies and entities through execution of an interlocal agreement, and

**Whereas**, the Carson City Regional Transportation Commission (~~hereinafter~~ "RTC") is a duly constituted special purpose agency responsible for certain specified duties and responsibilities as defined in Nevada Revised Statute Chapter 277A and may enter into interlocal cooperative agreements for the exercise of assigned responsibilities, and

**Whereas**, the Carson Area Metropolitan Planning Organization (~~hereinafter~~ "CAMPO") is a special purpose organization created through federal regulation, and

**Whereas**, the parties to this Agreement desire to clearly define and identify the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation related activities.

**Now, ~~Therefore~~ therefore**, in consideration of the premises and the covenants herein contained, ~~it is the Parties~~ the Parties agreed as follows:

**CAMPO AGREES**

1. To operate and manage the Metropolitan Planning Organization program for the Carson City area as designated by the Bureau of the Census and the Governor of the State of Nevada.
2. To conduct the transportation planning process as required by federal regulation and to perform other regional transportation planning activities as may be necessary to maintain federal planning certification including but not limited to the preparation and approval of a Unified Planning Work Program, Regional Transportation Plan and the

- respective modal elements, Transportation Improvement Program, Short-Range Transit Plan, and other plans and documents as may be necessary.
3. To coordinate the transportation planning process and the development of necessary documents with other City departments, the Nevada Department of Transportation (NDOT), Douglas and Lyon Counties and other public and private agencies or interests (such as Washoe County, Storey County, agencies which are members of the Tahoe Compact, Federal Highway Administration, Federal Transit Administration, and other Federal agencies).
  4. To prepare and submit necessary planning documents as may be required from time to time including grant applications, requests for reimbursement, and other necessary and appropriate documentation to City, state and federal funding agencies to ensure full reimbursement for all eligible planning, operations and capital expenses.
  5. To satisfy federal requirements regarding involvement of Native American tribal groups in the transportation planning process.
  6. To utilize professional, technical and clerical staff provided by City and Supervisors in the exercise and execution of functional responsibilities of CAMPO and to reimburse City for such staff support as defined in this Agreement or as may be agreed from time to time.
  7. To act as the designated recipient and grantee of Federal Transit Administration (FTA) Section 5307 funds for the Carson City urbanized area – as well as other FTA funds through NDOT – for the purpose of delivering public transportation projects.
  8. To allocate available FTA funding assistance to City or RTC for the procurement of vehicles and equipment, acquisition of property, construction of public transportation related facilities and paying the ongoing operating costs of public transportation services.

#### **REGIONAL TRANSPORTATION COMMISSION AGREES**

1. To prepare, monitor, and/or manage the development of plans, specifications, contract documents, right-of-way acquisition and construction necessary for the timely and efficient implementation of regional, street and highway projects authorized by City and Supervisors.
2. To provide policy direction for street maintenance activities for the Street Operations Division of Public Works, including recommending annual budget requirements to City and Supervisors.
3. To award and execute street and highway contracts. Such authority includes the ability to approve street and highway contracts that include RTC and/or street funds, and also other funds including, but not limited to, water and sewer funds, provided that those other funds were previously budgeted by the City.
4. To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
5. To operate Jump Around Carson (JAC) transit services on behalf of City and Supervisors within the scope of budgetary approval as may be authorized on an annual basis. Such operational authority will include overseeing day-to-day operations and considering and approving budgets, services, operating schedules, fare structure, agreements with other agencies, and other matters necessary to the full and functional management and operation of the system. Operational authority also includes the authority to award and execute transit contracts and amend existing transit contracts.
6. To collect operating and special revenues from daily operation of JAC and deposit such revenues with City either directly or through a management company.

7. To coordinate the maintenance of JAC equipment with City Fleet Maintenance Division and to timely notify City of issues related to the on-going maintenance of the JAC equipment.
8. To approve expenditure of funds for the provision of JAC services to service providers, suppliers, and others providing management, materials and supplies or special services to JAC, RTC and/or Carson City in the provision of public transportation services within the approved budget and submit authorization for such payments to Carson City for processing and payment.
9. To prepare equipment and material specifications for acquisition and/or purchase of capital equipment, materials and supplies, or other necessary items and to provide said material specifications and requests for acquisition of materials to City for procurement.
10. To provide City and Supervisors progress and productivity reports on the performance of JAC.
11. To provide CAMPO and/or City with appropriate grant applications, grant reimbursement requests, monthly and/or quarterly reports and summaries supporting reimbursement requests and coordinate operations with CAMPO and/or City so as to allow timely submittal of required federal documents and reimbursement requests.
12. To coordinate with other public transportation providers in the region and as necessary consider and approve service changes, schedule modifications, fare adjustments, service connections with other providers and other matters related to the operation of the JAC services.
13. To issue requests for proposal, request for qualifications, project proposals, project bids and quotations and other matters necessary and appropriate for the expeditious exercise of the responsibilities as granted herein.
14. To approve an annual public transportation operating and capital budget utilizing local, state and federal funds; and to otherwise provide for the public transportation needs of the community.
- ~~15. To review proposed Right of Way abandonments within Carson City and make recommendations to the Board of Supervisors for the disposition of such property.~~
- 16-15. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of facility projects used in connection with public transportation services.

#### CITY AGREES

1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds and issue refund bonds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the community.
2. To hereby authorize the RTC to act on behalf of the City and Supervisors in carrying out the full intent of the budget authority for street and highway projects and street maintenance projects by completing project design and right-of-way acquisition either in-house through appointed staff or consultants, calling for bids, awarding of bids, execution of contracts, and supervising all project activities including right-of-way appraisal, acquisition, construction, including resolution of condemnation and pursuit of eminent domain proceedings if necessary.
3. To allocate necessary match funds for the operation of JAC.
4. To authorize RTC to act in-on behalf of City and Supervisors in the day-to-day operation and oversight of JAC and the street maintenance operation function of the Public Works

Department based on the approved budget and policies established by City and Supervisors.

5. To provide necessary staff support to CAMPO, RTC and street operations for the work contemplated in this Agreement including professional, technical, clerical, purchasing and procurement, legal services, human resource and other required support for the timely execution of the work contemplated in authorized street and highway project budget, street operations budget, or operation of JAC.
6. To provide appropriate documentation of RTC, street operations and CAMPO costs incurred for eligible reimbursable staff expenses.
7. To maintain JAC vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
8. To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
9. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RTC as may be necessary to provide for the continued efficient and effective operation of JAC.
10. To authorize RTC and CAMPO to carry out activities essential to the efficient and effective implementation of transportation planning, street and highway project development and maintenance and implementation and provision of public transportation. This authority includes calling for bids, proposals, statements of qualification, and the preparation, award, and execution of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
11. To provide legal services to CAMPO and RTC including exercise of eminent domain and other legal processes necessary for the timely implementation of street and highway projects and operation of the JAC services.
12. To administratively hold title to property on behalf of CAMPO, the grantee – including vehicles, equipment and real property that is acquired with FTA assistance and used in public transportation services – and to relinquish such title to CAMPO in the event this Agreement is terminated.
13. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of public transportation related facility projects that are shared-use by City and RTC.
14. To relinquish to RTC and/or CAMPO the Federal share of facilities acquired with FTA assistance and used in connection with public transportation services in the event this Agreement is terminated.
15. To remunerate to RTC and/or CAMPO the remaining Federal interest of facilities acquired with FTA assistance and used in public transportation services in the event such facilities are acquired by the City and used for non-public transportation purposes prior to the end of their public transportation related useful life.
- ~~14-16.~~ To approve contracts that include RTC and/or street funds when awarding and executing contracts that do not fall under the authority granted to the RTC. Such authority expressly includes the ability to commit RTC and/or street funds, provided that those funds were previously budgeted.

**ALL PARTIES AGREE**

1. This Agreement will become effective only when approved by appropriate official action of the governing body of each Party.
2. This Agreement is effective on the date of the last required signature affixed below. This Agreement shall continue in perpetuity until modified or terminated through a written agreement signed by the Parties. This Agreement may be terminated by any Party without cause by providing written notice to the other Parties at least 180 days prior to June 30 of any given year (the end of the fiscal year).
3. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter.
4. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. The contract liability of any parties shall not be subject to liquidated or punitive damages.
5. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.
6. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.
7. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.
8. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City, or if in federal court, in the closest federal district court to Carson City, Nevada.
9. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
10. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement. ~~This Agreement is effective from the date given above in perpetuity. This Agreement may be~~

~~terminated in its entirety by any of the parties serving notice of intent to terminate the Agreement.~~

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization

\_\_\_\_\_ Date \_\_\_\_\_  
| ~~Charles Des Jardins~~ Mark Kimbrough, Chairman

Carson City Regional Transportation Commission

\_\_\_\_\_ Date \_\_\_\_\_  
| ~~John McKenna~~ Brad Bonkowski, Chairman

Carson City Board of Supervisors

\_\_\_\_\_ Date \_\_\_\_\_  
Robert Crowell, Mayor

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## **INTERLOCAL COOPERATIVE AGREEMENT**

An Interlocal Agreement defining the respective responsibilities of the Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization.

This Agreement is made by and between the Consolidated Municipality of Carson City, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization. It completely restates the previous agreement in this regard, dated September 6, 2012, as amended April 18, 2013, and amends it by adding paragraph 16 to "CITY AGREES" and adding the section ALL PARTIES AGREE.

### **WITNESSETH**

**Whereas**, Carson City ("City") is a general purpose consolidated municipal government responsible for the exercise of statutory duties established under state law and municipal ordinance and is governed by a duly elected Board of Supervisors, and

**Whereas**, the Carson City Board of Supervisors ("Supervisors") is authorized by state statute to delegate specific duties and responsibilities of the City to other agencies and entities through execution of an interlocal agreement, and

**Whereas**, the Carson City Regional Transportation Commission ("RTC") is a duly constituted special purpose agency responsible for certain specified duties and responsibilities as defined in Nevada Revised Statute Chapter 277A and may enter into interlocal cooperative agreements for the exercise of assigned responsibilities, and

**Whereas**, the Carson Area Metropolitan Planning Organization ("CAMPO") is a special purpose organization created through federal regulation, and

**Whereas**, the parties to this Agreement desire to clearly define and identify the respective responsibilities of each agency or organization as it relates to transportation planning, street and highway construction and maintenance, provision of public transportation services, and other tasks, activities and responsibilities necessary for the execution and support of the aforementioned transportation related activities.

**Now, therefore**, in consideration of the premises and the covenants herein contained, the Parties agree as follows:

### **CAMPO AGREES**

1. To operate and manage the Metropolitan Planning Organization program for the Carson City area as designated by the Bureau of the Census and the Governor of the State of Nevada.
2. To conduct the transportation planning process as required by federal regulation and to perform other regional transportation planning activities as may be necessary to maintain federal planning certification including but not limited to the preparation and approval of a Unified Planning Work Program, Regional Transportation Plan and the respective modal elements, Transportation Improvement Program, Short-Range Transit Plan, and other plans and documents as may be necessary.

3. To coordinate the transportation planning process and the development of necessary documents with other City departments, the Nevada Department of Transportation (NDOT), Douglas and Lyon Counties and other public and private agencies or interests (such as Washoe County, Storey County, agencies which are members of the Tahoe Compact, Federal Highway Administration, Federal Transit Administration, and other Federal agencies).
4. To prepare and submit necessary planning documents as may be required from time to time including grant applications, requests for reimbursement, and other necessary and appropriate documentation to City, state and federal funding agencies to ensure full reimbursement for all eligible planning, operations and capital expenses.
5. To satisfy federal requirements regarding involvement of Native American tribal groups in the transportation planning process.
6. To utilize professional, technical and clerical staff provided by City and Supervisors in the exercise and execution of functional responsibilities of CAMPO and to reimburse City for such staff support as defined in this Agreement or as may be agreed from time to time.
7. To act as the designated recipient and grantee of Federal Transit Administration (FTA) Section 5307 funds for the Carson City urbanized area – as well as other FTA funds through NDOT – for the purpose of delivering public transportation projects.
8. To allocate available FTA funding assistance to City or RTC for the procurement of vehicles and equipment, acquisition of property, construction of public transportation related facilities and paying the ongoing operating costs of public transportation services.

**REGIONAL TRANSPORTATION COMMISSION AGREES**

1. To prepare, monitor, and/or manage the development of plans, specifications, contract documents, right-of-way acquisition and construction necessary for the timely and efficient implementation of regional, street and highway projects authorized by City and Supervisors.
2. To provide policy direction for street maintenance activities for the Street Operations Division of Public Works, including recommending annual budget requirements to City and Supervisors.
3. To award and execute street and highway contracts. Such authority includes the ability to approve street and highway contracts that include RTC and/or street funds, and also other funds including, but not limited to, water and sewer funds, provided that those other funds were previously budgeted by the City.
4. To provide City and Supervisors with periodic reports on project progress, expenditures and status of project or operating budgets.
5. To operate Jump Around Carson (JAC) transit services on behalf of City and Supervisors within the scope of budgetary approval as may be authorized on an annual basis. Such operational authority will include overseeing day-to-day operations and considering and approving budgets, services, operating schedules, fare structure, agreements with other agencies, and other matters necessary to the full and functional management and operation of the system. Operational authority also includes the authority to award and execute transit contracts and amend existing transit contracts.
6. To collect operating and special revenues from daily operation of JAC and deposit such revenues with City either directly or through a management company.
7. To coordinate the maintenance of JAC equipment with City Fleet Maintenance Division and to timely notify City of issues related to the on-going maintenance of the JAC equipment.

8. To approve expenditure of funds for the provision of JAC services to service providers, suppliers, and others providing management, materials and supplies or special services to JAC, RTC and/or Carson City in the provision of public transportation services within the approved budget and submit authorization for such payments to Carson City for processing and payment.
9. To prepare equipment and material specifications for acquisition and/or purchase of capital equipment, materials and supplies, or other necessary items and to provide said material specifications and requests for acquisition of materials to City for procurement.
10. To provide City and Supervisors progress and productivity reports on the performance of JAC.
11. To provide CAMPO and/or City with appropriate grant applications, grant reimbursement requests, monthly and/or quarterly reports and summaries supporting reimbursement requests and coordinate operations with CAMPO and/or City so as to allow timely submittal of required federal documents and reimbursement requests.
12. To coordinate with other public transportation providers in the region and as necessary consider and approve service changes, schedule modifications, fare adjustments, service connections with other providers and other matters related to the operation of the JAC services.
13. To issue requests for proposal, request for qualifications, project proposals, project bids and quotations and other matters necessary and appropriate for the expeditious exercise of the responsibilities as granted herein.
14. To approve an annual public transportation operating and capital budget utilizing local, state and federal funds; and to otherwise provide for the public transportation needs of the community.
15. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of facility projects used in connection with public transportation services.

#### **CITY AGREES**

1. To approve an annual street and highway capital improvement budget and street maintenance budget and to allocate necessary funds and issue refund bonds for the construction and maintenance of streets and highways deemed appropriate and necessary by the Supervisors to efficiently provide for the transportation needs of the community.
2. To hereby authorize the RTC to act on behalf of the City and Supervisors in carrying out the full intent of the budget authority for street and highway projects and street maintenance projects by completing project design and right-of-way acquisition either in-house through appointed staff or consultants, calling for bids, awarding of bids, execution of contracts, and supervising all project activities including right-of-way appraisal, acquisition, construction, including resolution of condemnation and pursuit of eminent domain proceedings if necessary.
3. To allocate necessary match funds for the operation of JAC.
4. To authorize RTC to act on behalf of City and Supervisors in the day-to-day operation and oversight of JAC and the street maintenance operation function of the Public Works Department based on the approved budget and policies established by City and Supervisors.
5. To provide necessary staff support to CAMPO, RTC and street operations for the work contemplated in this Agreement including professional, technical, clerical, purchasing and procurement, legal services, human resource and other required support for the

- timely execution of the work contemplated in authorized street and highway project budget, street operations budget, or operation of JAC.
6. To provide appropriate documentation of RTC, street operations and CAMPO costs incurred for eligible reimbursable staff expenses.
  7. To maintain JAC vehicles and to provide RTC with maintenance reports and cost information including requests for reimbursement for maintenance services or other eligible expenses.
  8. To provide financial accounting services to RTC and CAMPO and to provide periodic financial reports.
  9. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RTC as may be necessary to provide for the continued efficient and effective operation of JAC.
  10. To authorize RTC and CAMPO to carry out activities essential to the efficient and effective implementation of transportation planning, street and highway project development and maintenance and implementation and provision of public transportation. This authority includes calling for bids, proposals, statements of qualification, and the preparation, award, and execution of agreements and contracts providing such agreements and contracts are consistent with existing policy and budgets approved by Carson City.
  11. To provide legal services to CAMPO and RTC including exercise of eminent domain and other legal processes necessary for the timely implementation of street and highway projects and operation of the JAC services.
  12. To administratively hold title to property on behalf of CAMPO, the grantee – including vehicles, equipment and real property that is acquired with FTA assistance and used in public transportation services – and to relinquish such title to CAMPO in the event this Agreement is terminated.
  13. To prepare, monitor and/or manage the development of plans, specifications, contract documents, property acquisition and construction necessary for the timely and efficient implementation of public transportation related facility projects that are shared-use by City and RTC.
  14. To relinquish to RTC and/or CAMPO the Federal share of facilities acquired with FTA assistance and used in connection with public transportation services in the event this Agreement is terminated.
  15. To remunerate to RTC and/or CAMPO the remaining Federal interest of facilities acquired with FTA assistance and used in public transportation services in the event such facilities are acquired by the City and used for non-public transportation purposes prior to the end of their public transportation related useful life.
  16. To approve contracts that include RTC and/or street funds when awarding and executing contracts that do not fall under the authority granted to the RTC. Such authority expressly includes the ability to commit RTC and/or street funds, provided that those funds were previously budgeted.

**ALL PARTIES AGREE**

1. This Agreement will become effective only when approved by appropriate official action of the governing body of each Party.
2. This Agreement is effective on the date of the last required signature affixed below. This Agreement shall continue in perpetuity until modified or terminated through a written agreement signed by the Parties. This Agreement may be terminated by any Party

- without cause by providing written notice to the other Parties at least 180 days prior to June 30 of any given year (the end of the fiscal year).
3. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this Section. The indemnifying Party shall not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter.
  4. The parties do not waive and intend to assert available liability limitations, including NRS Chapter 41, in all cases. The contract liability of any parties shall not be subject to liquidated or punitive damages.
  5. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless it is in writing and signed by the Parties.
  6. None of the provisions of this Agreement, express or implied, are intended or will be construed to give the public; any member of the public; or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Agreement, or any provision of this Agreement. The Parties intend that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their respective successors and assigns.
  7. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.
  8. This Agreement and the rights and obligations of the Parties shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City, or if in federal court, in the closest federal district court to Carson City, Nevada.
  9. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
  10. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the parties hereto and may not be modified except by mutual agreement.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

Carson Area Metropolitan Planning Organization

\_\_\_\_\_ Date \_\_\_\_\_  
Mark Kimbrough, Chairman

Carson City Regional Transportation Commission

\_\_\_\_\_ Date \_\_\_\_\_  
Brad Bonkowski, Chairman

Carson City Board of Supervisors

\_\_\_\_\_ Date \_\_\_\_\_  
Robert Crowell, Mayor