



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

Day: Wednesday
Date: November 18, 2020
Time: Beginning at 4:30 pm
Location: Community Center, **Bob Boldrick Theater**, 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. 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: 146 000 1297).

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=e118550db862b64a0223a90f0cb53f2dd>

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, 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, 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 October 14, 2020 draft minutes.

6. PUBLIC MEETING ITEM(S):

6-A For Possible Action – Discussion and possible action regarding the distribution and schedule of the Surface Transportation Program Block Grant (STBG) funds between Carson City, Douglas County, and Lyon County, the three member agencies of the Carson Area Metropolitan Planning Organization (CAMPO).

Staff Summary: STBG funds are provided to CAMPO by the Nevada Department of Transportation (NDOT) through Cooperative Agreement No. NM696-16-804, which sets forth guidelines for the use of STBG funds. There is approximately \$1,183,000 per year of STBG funds available to CAMPO's member agencies. The agreement was amended in September 2020 to extend the original agreement through Federal Fiscal Year (FFY) 2022. CAMPO staff has consulted its three member agencies regarding a fair and effective distribution method for available funding for FFY 2021 and FFY 2022. Staff will present potential distribution methods for discussion and approval.

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, December 9, 2020, at the **Bob Boldrick Theater** – 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

****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://notice.nv.gov>

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CARSON AREA METROPOLITAN PLANNING ORGANIZATION
Minutes of the October 14, 2020 Meeting
Page 1

A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, October 14, 2020 in the Community Center, Bob Boldrick Theater, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Mark Kimbrough
Vice Chairperson Greg Stedfield
Member Lori Bagwell
Member Brad Bonkowski
Member Jon 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
Todd Reese, Deputy District Attorney (via WebEx)
Dirk Goering, Senior Transportation Planner
Alex Cruz, Transit Coordinator
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. ROLL CALL AND DETERMINATION OF A QUORUM

(4:30:38) – Chairperson Kimbrough called the meeting to order at 4:30 p.m. Roll was called, and a quorum was present. Chairperson Kimbrough read into the record the *Notice to the Public* incorporated into the agenda, outlining the temporary public comment guidelines established during the Governor's COVID-19 Emergency Directive, incorporated into the agenda.

2. AGENDA MANAGEMENT NOTICE

(4:32:02) – Ms. Maloney noted that there were no changes to the agenda.

3. DISCLOSURES

(4:32:08) – There were no disclosures from the members.

4. PUBLIC COMMENT

(4:32:18) – Chairperson Kimbrough entertained public comments; however, none were forthcoming.

5. APPROVAL OF MINUTES

CARSON AREA METROPOLITAN PLANNING ORGANIZATION
Minutes of the October 14, 2020 Meeting
Page 2

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE APPROVAL OF THE SEPTEMBER 9, 2020 DRAFT MINUTES.

(4:33:09) – Chairperson Kimbrough introduced the item and entertained corrections, comments, or a motion.

(4:33:18) – Member Bonkowski moved to approve the minutes of the CAMPO September 9, 2020 meeting as presented. The motion was seconded by Member Bagwell and carried 7-0-0.

6. PUBLIC MEETING ITEM(S):

6-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A FORMAL AMENDMENT TO CAMPO’S FEDERAL FISCAL YEAR (FFY) 2018-2021 TRANSPORTATION IMPROVEMENT PROGRAM TO ADD ONE PROJECT.

(4:33:40) – Chairperson Kimbrough introduced the item. Mr. Goering presented the Staff Report and the proposed amendment to CAMPO’s Transportation Improvement Program (TIP) for Federal Fiscal Years 2018 through 2021, both of which are incorporated into the record. He noted Staff’s recommendation to amend the TIP to include federal and local funding for the Colorado Street Corridor Project, between Carson Street and Saliman Road. Mr. Goering explained that no public comments were received during the public comment period of 14 days, a requirement for formal amendments. Member Bagwell stated that she had received phone calls from the area residents regarding truck traffic on Colorado Street and requested noticing them to get involved early in the process. Mr. Goering explained that work was underway to survey the area residents and offered to send a copy of the public notification CAMPO members. Chairperson Kimbrough entertained additional comments and when none were forthcoming, a motion.

(4:37:28) – Member Bagwell moved to approve the formal amendment as presented. The motion was seconded by Member Bonkowski and carried 7-0-0.

6-B FOR DISCUSSION ONLY – ANNOUNCEMENT AND DISCUSSION REGARDING THE RELEASE OF CAMPO’S DRAFT 2050 REGIONAL TRANSPORTATION PLAN FOR THE CARSON METROPOLITAN PLANNING AREA.

(4:37:55) – Chairperson Kimbrough introduced the item. Mr. Goering presented the Staff Report, incorporated into the record and announced the opening of the 30-day public comment period to the plan. He believed that the final document would be provided to CAMPO in December 2020. Ms. Maloney praised Mr. Goering’s leadership and the team effort put into the plan. Member Bagwell hoped the public would “understand the challenges that we face,” which she believed is well documented in the plan, and encouraged everyone to read. This item was not agendaized for action.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Minutes of the October 14, 2020 Meeting

Page 3

6-C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE FEDERAL FISCAL YEAR (FFY) 2021 TRANSIT ASSET MANAGEMENT PERFORMANCE TARGETS.

(4:47:15) – Chairperson Kimbrough introduced the item. Ms. Maloney presented the agenda materials and responded to clarifying questions. Discussion ensued regarding the Coronavirus Aid, Relief, and Economic Security (CARES) Act grant which, Ms. Maloney reminded the members, was 100 percent federally funded without a local match, adding “we run a very lean transit fleet...but we are efficient.” Chairperson Kimbrough entertained a motion.

(5:00:39) – Member Bagwell moved to approve the Federal Fiscal Year 2021 Transit Asset Management performance targets as presented. The motion was seconded by Member Bonkowski and carried 7-0-0.

6-D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING SUBMISSION OF A GRANT APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION’S (FTA’S) PUBLIC TRANSPORTATION COVID-19 RESEARCH DEMONSTRATION GRANT PROGRAM FOR DEVELOPMENT AND DEPLOYMENT OF A CONTACTLESS PAYMENT SYSTEM FOR JUMP AROUND CARSON.

(5:01:08) – Chairperson Kimbrough introduced the item. Mr. Cruz presented the grant opportunity, incorporated into the record, and responded to clarifying questions. He explained to Member Bagwell that the proposed 20 percent match was “to make ourselves more competitive,” adding that because of the CARES Act funds, vehicle purchase funds could be diverted to the grant match. Member Bagwell expressed caution that technology-related projects “don’t come out without a hitch” and recommended a 10 percent reserve. Mr. Cruz provided information on several types of contactless options and discussion ensued regarding card and/or cloud-based payments and regarding the grant match amount. Member Bonkowski inquired about the equipment licensing and Ms. Maloney indicated that per Staff’s research, the equipment was transferrable to other vehicles and would be included in the requests for proposal (RFPs). Chairperson Kimbrough entertained a motion.

(5:21:35) – Supervisor Bagwell moved to approve submission of the grant application as presented. The motion was seconded by Member Bonkowski. Chairperson Kimbrough entertained additional discussion. Member Bagwell recommended applying for the grant now; however, she requested additional detail prior to acceptance. Member Bonkowski cautioned against applying for a grant amount that may not be sufficient for the project. Ms. Maloney clarified that “any overage above and beyond this grant would be covered by our normal [Federal Transit Administration (FTA)] grant.” She also offered to provide additional information during the November meeting. Chairperson Kimbrough called for the vote. **Motion carried 7-0-0.**

7. BOARD COMMENTS: FOR INFORMATION ONLY

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Minutes of the October 14, 2020 Meeting

Page 4

(5:27:35) – Chairperson Kimbrough entertained member comments. Member Macquarie complimented Staff on the completion of the bicycle path from the Linear Ditch Trail to Colorado Street. Member Bonkowski announced the ribbon cutting event on October 30, 2020 at 10 a.m. of the new multiuse path from the Fifth Street roundabout to the Silver Saddle Ranch. Member Bagwell announced the submission of a grant by the Parks and Recreation Department for the next round of the aforementioned multiuse path project.

8. THE NEXT MEETING IS TENTATIVELY SCHEDULED – 4:30 P.M., WEDNESDAY, NOVEMBER 18, 2020, AT THE BOB BOLDRICK THEATER – CARSON CITY COMMUNITY CENTER, 851 EAST WILLIAM STREET.

(5:30:36) – Chairperson Kimbrough read the agenda item into the record.

9. PUBLIC COMMENT

(5:30:45) – Chairperson Kimbrough entertained public comments; however, none were forthcoming.

10. ADJOURNMENT: FOR POSSIBLE ACTION

(5:31:01) – Chairperson Kimbrough adjourned the meeting at 5:31 p.m.

The Minutes of the October 14, 2020 Carson Area Metropolitan Planning Organization meeting are so approved this 18th day of November, 2020.



STAFF REPORT

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

Meeting Date: November 18, 2020

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding the distribution and schedule of the Surface Transportation Program Block Grant (STBG) funds between Carson City, Douglas County, and Lyon County, the three member agencies of the Carson Area Metropolitan Planning Organization (CAMPO).

Staff Summary: STBG funds are provided to CAMPO by the Nevada Department of Transportation (NDOT) through Cooperative Agreement No. NM696-16-804, which sets forth guidelines for the use of STBG funds. There is approximately \$1,183,000 per year of STBG funds available to CAMPO's member agencies. The agreement was amended in September 2020 to extend the original agreement through Federal Fiscal Year (FFY) 2022. CAMPO staff has consulted its three member agencies regarding a fair and effective distribution method for available funding for FFY 2021 and FFY 2022. Staff will present potential distribution methods for discussion and approval.

Agenda Action: Formal Action/Motion

Time Requested: 15 minutes

Proposed Motion

I move to approve the proposed distribution method for Federal Fiscal Years 2021 and 2022 as presented.

Background/Issues & Analysis

Cooperative Agreement No. NM696-16-804 was executed on December 16, 2016. Amendment No. 1 was executed September 16, 2020, to extend the termination date of the agreement to September 30, 2022, and to correct CAMPO's address. All other provisions of the original agreement remained unchanged.

On December 14, 2016, CAMPO approved a distribution method and schedule for distribution of FFY 2017 through 2020 funds between the three member agencies. The distribution of STBG funds was approved to be proportional to a member agency's Urban Area population located within the CAMPO Boundary. Based on the 2010 Census, Carson City would be allocated 70.6%, Douglas County 13.5%, and Lyon County 15.9%. To allow member agencies the flexibility to fund larger projects and to avoid smaller annual funding allocations, the four years of funding was allocated by the following schedule: Lyon County was to receive 100% of their four year share in FFY 2018; Douglas County was to receive 100% of their four year share in FFY 2019; and Carson City had access to the remainder of the funding over the course of the agreement. Due to additional requirements to use Federal Funds, Lyon County was unable to utilize their share of STBG and CAMPO subsequently approved to distribute the FFY 2018 apportionment to Carson City. With the September 2020 amendment of the agreement, funding for two additional fiscal years can be distributed between the three member agencies.

Through Cooperative Agreement No. NM695-16-804, STBG funding has been distributed to the partner jurisdictions as provided within Table 1, below.

Table 1: STBG Distribution to CAMPO member agencies

Federal Fiscal Year	2017	2018	2019	2020	2021	2022	Total
Funding Available Date	October 1, 2016	October 1, 2017	October 1, 2018	October 1, 2019	October 1, 2020	October 1, 2021	
CAMPO Apportionment	\$1,048,000	\$1,093,000	\$1,139,000	\$1,183,000	\$1,183,000*	\$1,183,000*	\$5,646,000
Carson City	\$1,048,000	\$1,093,000	\$535,280	\$473,383 \$1,183,000			\$3,859,280
Douglas County			\$602,505				\$602,505
Lyon County				\$709,617			\$0

*Anticipated amount per discussion with NDOT staff, pending Federal transportation bill

The STBG program provides flexible funding for all modes of transportation. Funds can be used to preserve and improve the conditions and performance of a public road that is located on the Federal-aid highway system. The Federal-aid highway system typically includes the major roadways within a region. Local roads are not eligible for STBG funds. STBG funds can only be used within an urban area delineated by NDOT’s Functional Classification Maps.

CAMPO staff has discussed availability of STBG for FFY 2021 and FFY 2022 with staff from the member agencies. At the time of drafting this staff report, none of the member agencies has identified a project for one or both years of funding but continue to discuss internally. Consequently, staff recommends CAMPO Board direct staff to distribute the FFY 2021 and FFY 2022 funds through a Call for Projects. With this method, member agencies could submit a project (or projects) to be compiled and evaluated by CAMPO staff, to be presented to the CAMPO board for funding approval.

Applicable Statute, Code, Policy, Rule or Regulation

23 U.S.C. 133

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: CAMPO fund, Unified Planning Work Program account, Work Element 1.0: MPO Administration / G302820001.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Approval of a distribution method will enable CAMPO to allocate annual STBG funds to the partner jurisdictions as agreed upon. STBG funding is sub-allocated from NDOT directly to local jurisdictions pursuant to Cooperative Agreement No. NM696-16-804 and does not have a fiscal impact on the CAMPO fund. If a Call for Projects distribution method is approved, staff time to implement program would be funded from CAMPO’s Unified Planning Work Program (UPWP) and is reimbursable with Federal planning funds at a rate of 95%. The 5% local match has been budgeted within CAMPO’s approved Fiscal Year 2021/2022 UPWP, Work Element 1.0, MPO Administration.

Alternatives

Decline to approve the proposed distribution method and provide alternative direction to staff.

Supporting Material

-Exhibit-1: Cooperative Agreement No. NM696-16-804

-Exhibit-2: Amendment No. 1 to Cooperative Agreement No. NM696-16-804

-Exhibit-3: STBG Population Table (2010 Census)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

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Agreement Number NM696-16-804

INTERLOCAL AGREEMENT

This Agreement, made and entered into on December 16, 2016, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT," and Carson Area Metropolitan Planning Organization, 3503 Butti Way Carson City, Nevada 89701, hereinafter called "CAMPO."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency, hereinafter called parties; and

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

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) provides funding for all modes of transportation through the Surface Transportation Program Block Grant (STBG) Funding category, for areas over a population of 5,000 and under a population 200,000; and

WHEREAS, the purpose of this Agreement is to establish general guidelines for the use of a portion of a sub-allocation of the STBG for areas with a population greater than 5,000 but no more than 200,000, to be made available to CAMPO on an annual basis (Hereinafter FUNDS); and

WHEREAS, the DEPARTMENT has agreed to make available Thirty-Three percent (33%) of the total STBG sub-allocation received by the DEPARTMENT for areas with a population greater than 5,000 but no more than 200,000 to CAMPO on an annual basis; and

WHEREAS, CAMPO is willing and able to establish and select projects for inclusion in the Regional Transportation Improvement Program (RTIP) and Statewide Transportation Improvement Program (STIP) using the funds made available by the DEPARTMENT; and

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 follow 23 USC 133 Surface transportation block grant program guidelines in the selection of projects within the eligible boundary as displayed within Exhibit "A" and Exhibit "B".
2. To place within CAMPO's (RTIP) the projects selected for funding using the STBG funds made available by the DEPARTMENT.

ARTICLE II - DEPARTMENT AGREES

1. To provide STBG FUNDS to CAMPO that are equal to Thirty-Three percent (33%), rounded to the nearest thousand dollars, of the state's allocated amount of STBG for areas with a population over 5,000 and under 200,000 for projects that meet the FUNDS purpose and eligibility. The FUNDS will only become available when the funding is allocated to the state by the federal government.

2. To establish and maintain oversight of the sub-allocation of FUNDS to ensure proper accountability and status of FUNDS. The responsibility of this oversight will rest with the Program Development Division of the DEPARTMENT.

ARTICLE III - IT IS MUTUALLY AGREED

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

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

3. The sub-allocation of Thirty-Three percent (33%) of the STBG for areas with a population over 5,000 and under 200,000 is correctly calculated based on the 2010 US Census data used, which is displayed within exhibit "C" and any adjustments to this calculation must be agreed to by both parties.

4. The annual sub-allocation to CAMPO from the DEPARTMENT will be rounded down to the nearest thousand dollars.

5. Unspent FUNDS in projects will be released upon completion of said projects and those released FUNDS will be added to the balances of FUNDS available to CAMPO. Released FUNDS will be rounded down to the nearest thousand dollars prior to being added to the available balance.

6. The DEPARTMENT and CAMPO will have, at a minimum, annual meetings to discuss project progression and fund balances.

7. Unobligated FUNDS that are within one year of lapsing (expiring) will be removed from the balance of available FUNDS for CAMPO and be returned to the DEPARTMENT. There shall be no compensation for the loss of those FUNDS.

8. CAMPO will have a maximum carrying balance of two consecutive years of unobligated funding.

9. 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.

10. 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 facsimile with simultaneous regular mail, or by 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
Division: Program Development
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
E-mail: SRosenberg@dot.state.nv.us

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

11. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) 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 retained for three (3) years after final payment is made.

12. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

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. 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.

15. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or

omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party 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.

16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be 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.

17. 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.

18. 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 or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

20. Except as otherwise provided by 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.

21. 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.

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

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 perform the services set forth herein.

24. 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.

25. Any recipient or sub recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.


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

27. 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.

28. 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




RAYMOND FIERRO - CHAIRMAN
Name and Title (Print)

Approved as to Form:




Attorney

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



Director

Approved as to Legality and Form:

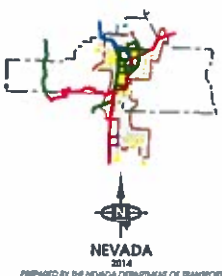
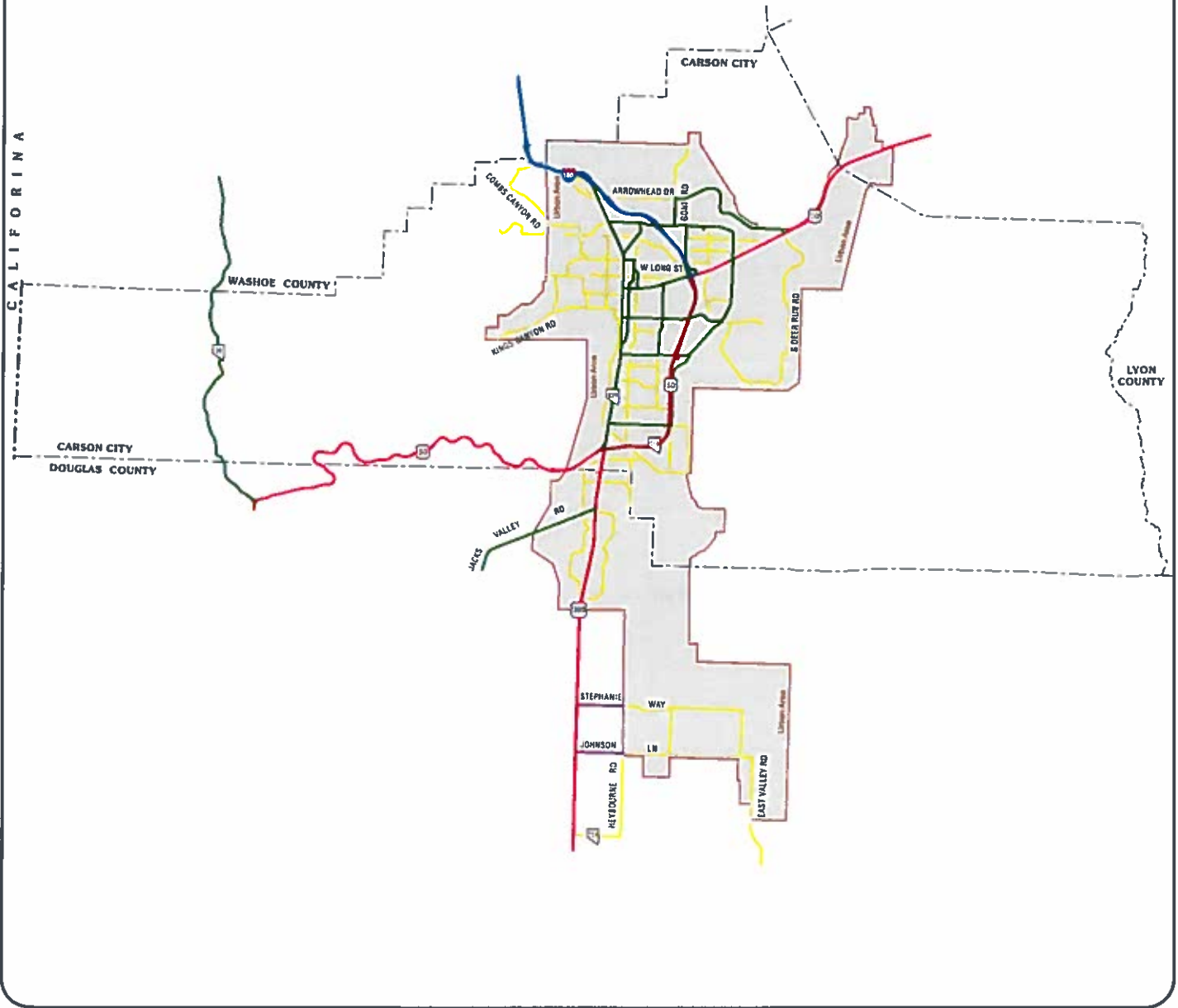


Deputy Attorney General
12-16-2016

**DUPLICATE
ORIGINAL**

EXHIBIT "A"


CALIFORNIA



Existing

-  Interstate and Highway
-  Other Freeways and Expressways
-  Other Principal Arterial
-  Minor Arterial
-  Major Collector
-  Minor Collector
-  Local
-  Urban Limits
-  State Line
-  County Line

Proposed
Unbuilt

-  1 Interstate and Highway
-  2 Other Freeways and Expressways
-  3 Other Principal Arterial
-  4 Minor Arterial
-  5 Major Collector
-  6 Minor Collector
-  7 Local

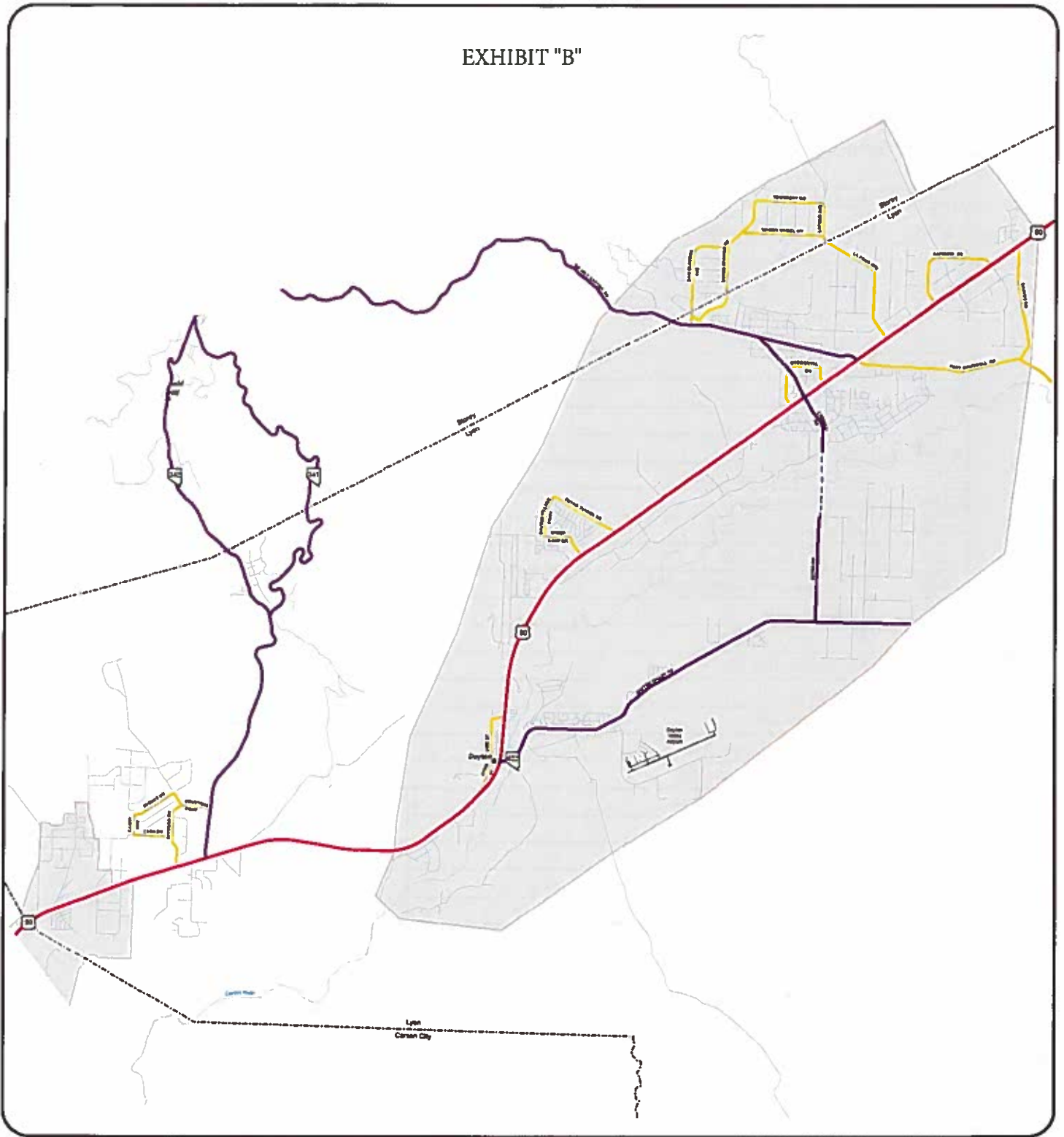


ROADWAY FUNCTIONAL
CLASSIFICATION

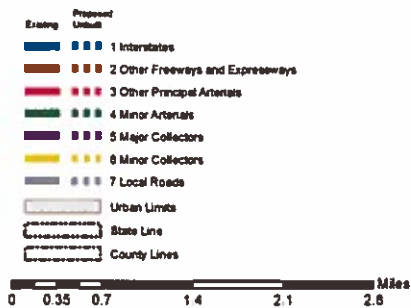
CARSON CITY, NEVADA

PREPARED BY THE NEVADA DEPARTMENT OF TRANSPORTATION

EXHIBIT "B"



2010
PREPARED BY
THE NEVADA DEPARTMENT OF TRANSPORTATION



ROADWAY FUNCTIONAL CLASSIFICATION

LYON COUNTY

DAYTON - SMALL URBAN

EXHIBIT "C"

Nevada

Source: 2010 List of 2010 Census Urban Areas

UACE	NAME	POP
05761	Battle Mountain, NV	3,520
09325	Boulder City, NV	13,866
11431	Bullhead City, AZ - NV	180
14158	Carson City, NV	58,079
22501	Dayton, NV	11,127
26902	Elko, NV	18,948
27361	Ely, NV	4,681
29035	Fallon, NV	16,241
29656	Fernley, NV	18,979
32572	Gardnerville Ranchos, NV	20,107
37756	Hawthorne, NV	3,249
41100	Incline Village, NV - CA	7,953
43227	Johnson Lane, NV	5,337
47995	Las Vegas - Henderson, NV	1,886,011
48016	Laughlin, NV	5,949
56413	Mesquite, NV--AZ	13,871
57871	Moapa Valley, NV	5,907
66943	Pahrump, NV	28,446
74179	Reno, NV - CA	392,132
83305	South Lake Tahoe, CA - NV	1,998
83851	Spring Creek North, NV	3,286
83859	Spring Creek South, NV	3,862
92445	Washoe Valley, NV	2,645
94591	West Wendover, NV - UT	4,244
96373	Winnemucca, NV	10,268
97669	Yerington, NV	2,911
	Total POPULATION 5k-200k	227,125
	CAMPO Urbanized POPULATION	74,543
	Percentage of STBG 5k-200k	33%

*Strikethrough data was intentionally left within the exhibit to demonstrate the data set used to determine percentage.

Amendment No. 1 to
Interlocal Agreement No. NM696-16-804

This Amendment is made and entered into on 09/16/2020, 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, 3503 Butti Way, Carson City, Nevada 89701, hereinafter referred to as the "CAMPO".

WITNESSETH:

WHEREAS, on December 16, 2016, the parties entered into Agreement No. NM696-16-804 to establish general guidelines for the use of a portion of a sub-allocation of the Surface Transportation Program Block Grant (STBG) for areas with a population greater than 5,000 but no more than 200,000, to be made available to CAMPO on an annual basis; and

WHEREAS, CAMPO's address must be updated; 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. NM696-16-804.

NOW, THEREFORE, the parties agree as follows:

1. The first paragraph of Agreement No. NM696-16-804 is amended by deleting it in its entirety and inserting in its place:
"This Agreement, made and entered into on December 16, 2016 by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT," and Carson Area Metropolitan Planning Organization, 3505 Butti Way, Carson City, Nevada 89701, hereinafter called "CAMPO."
2. The termination date referenced in Article III, Paragraph 1, shall be changed from September 30, 2020 to September 30, 2022.
3. All of the other provisions of Agreement No. NM696-16-804 dated December 16, 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

DocuSigned by:
mark Kimbrough
Mark Kimbrough, Carson Area Metropolitan Planning Organization Chairman

DocuSigned by:
Kristina Swallow
Kristina Swallow, P.E., Director

Approved as to Form:

Approved as to Legality and Form:

DocuSigned by:
Todd Reese
Todd Reese, Deputy District Attorney

DocuSigned by:
Shane Chesney
Shane Chesney, Deputy Attorney General

Carson Area Metropolitan Planning Area Urban Area Population by County				
	Percentage of Population	2010 Census Urban Area	Carson City 2010 Census Urbanized Area by County	2010 Census Urban Clusters
Lyon County	15.9%	11,881	754	11,127
Douglas County	13.5%	10,063	4,726	5,337
Carson City	70.6%	52,599	52,599	
Subtotals			58,079	16,464
CAMPO Population in an Urban Area		74,543		