



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

**Day:** Wednesday  
**Date:** October 12, 2022  
**Time:** 4:30 pm  
**Location:** Community Center, Robert “Bob” Crowell Board Room  
851 East William Street  
Carson City, Nevada

### AGENDA

#### NOTICE TO PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the CAMPO meeting at [www.carson.org/granicus](http://www.carson.org/granicus) and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: [cmartinovich@carson.org](mailto:cmartinovich@carson.org). 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. Public comment during a meeting is limited to three minutes for each speaker.

**1. Call to Order – Carson Area Metropolitan Planning Organization (CAMPO)**

**2. Roll Call**

**3. 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.

**4. For Possible Action: Approval of Minutes – September 14, 2022**

**5. Public Meeting Item(s):**

5-A For Possible Action – Discussion and possible action regarding non-monetary Interlocal Agreement No. NM507-22-802 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) for the sub-allocation of federal Surface Transportation Block Grant (“STBG”) funding to the Carson Area Metropolitan Planning Organization (“CAMPO”) through September 30, 2027, and authority for the Transportation Manager to sign the Agreement.

Staff Summary: The Agreement sets forth general guidelines for the distribution and use of federal STBG funding to be sub-allocated by NDOT to CAMPO on an annual basis through September 30, 2027. The STBG funding to be allocated through the Agreement comes from two federal sources: (1) the Fixing America’s Surface Transportation Act (“FAST Act”), which provides funding to urban areas based on a population between 5,000 and 200,000, and (2) the Infrastructure Investment and Jobs Act (“IIJA”), which provides funding based on a population between 50,000 and 200,000. Through the Agreement, NDOT commits to providing CAMPO 33% of all FAST Act-derived STBG funds and 100% of all IIJA-derived STBG funds. The actual amount of STBG funding to be provided annually will be the subject of later, monetary agreements between NDOT and CAMPO’s individual local agencies of Carson City, Douglas County, and Lyon County.

5-B For Possible Action – Discussion and possible action regarding Cooperative Agreement No. NM482-22-816 (“Agreement”) with the Nevada Department of Transportation’s (“NDOT”) for development of a Local Road Safety Plan (“LRSP”) for the Carson Area Metropolitan Planning Organization (“CAMPO”); and authority for the Transportation Manager to sign the Agreement as well as future amendments to the Agreement.

Staff Summary: The development of a LRSP will help to highlight and prioritize safety related projects using a data-driven approach, and it will identify key strategies to address common safety related issues to reduce fatalities and serious injuries in the CAMPO area. The Agreement is fully funded by NDOT through the Highway Safety Improvement Program (“HSIP”). The development of a LRSP is included in CAMPO’s Unified Planning Work Program (“UPWP”). There is no requirement to provide local matching funds.

5-C For Possible Action – Discussion and possible action regarding proposed performance targets for Federal Fiscal Year (“FFY”) 2023 for Carson Area Metropolitan Planning Organization (“CAMPO”) funded capital assets used to provide public transit services, as required by the Federal Transit Administration (“FTA”).

Staff Summary: The Federal Transit Asset Management (“TAM”) Final Rule requires agencies responsible for funding transit operations to set performance targets, based on quantifiable levels of performance or condition, on an annual basis, for capital assets used in the provision of transit services, which includes assets like the Jump Around Carson (“JAC”) bus fleet and other transit facilities funded by CAMPO.

## 6. Non-Action Items:

6-A Transportation Manager’s Report

6-B Other comments and reports, which could include:

- Future agenda items
- Status review of additional projects
- Internal communications and administrative matters
- Correspondence to CAMPO
- Additional status reports and comments from CAMPO
- Additional staff comments and status reports

## 7. 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.

## 8. For Possible Action: To Adjourn

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**\*\*PUBLIC COMMENT LIMITATIONS** – The CAMPO will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak.** Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and would not be subject to a three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at [cmartinovich@carson.org](mailto:cmartinovich@carson.org), or by phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agenda item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify CAMPO staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at [cmartinovich@carson.org](mailto:cmartinovich@carson.org), or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

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This notice has been posted at the following locations:  
Carson City Public Works, 3505 Butti Way  
Community Center, 851 East William Street  
City Hall, 201 North Carson Street  
Carson City Library, 900 North Roop Street  
Community Development Permit Center, 108 East Proctor Street  
Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden  
Lyon County Manager's Office, 27 South Main Street, Yerington  
Lyon County Utilities, 34 Lakes Blvd, Dayton  
Nevada Department of Transportation, 1263 S. Stewart Street, Carson City  
[www.carson.org/agendas](http://www.carson.org/agendas)  
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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, September 14, 2022, in the Community Center, Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Lori Bagwell  
Vice Chairperson Lisa Schuette  
Member Robert “Jim” Dodson  
Member Jon Erb  
Member Wes Henderson  
Member Chas Macquarie  
Member Gregory Novak  
Ex-Officio Member Sondra Rosenberg

**STAFF:** Jason Woodbury, District Attorney  
Dan Stucky, Deputy Public Works Director  
Chris Martinovich, Transportation Manager  
Bryan Byrne, Traffic Engineer  
Kelly Norman, Transportation Planner/Analyst  
Marquis Williams, Transportation Planner/Analyst  
Rebecca Bustos, Grant Analyst  
Alex Cruz, Transit Coordinator  
Tamar Warren, Senior Deputy 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 – CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)**

(4:30:39) – Chairperson Bagwell called the meeting to order at 4:30 p.m.

**2. ROLL CALL**

(4:30:46) – Roll was called, and a quorum was present.

**3. PUBLIC COMMENT**

(4:31:07) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

**4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – AUGUST 10, 2022**

(4:31:20) – Chairperson Bagwell introduced the item and noted an error in the adjournment time. She also entertained corrections, comments, or a motion.

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**DRAFT**

**(4:31:46) – Member Macquarie moved to approve the minutes of the CAMPO August 10, 2022 meeting as corrected. The motion was seconded by Member Dodson and carried 7-0-0.**

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

**5-A FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING THE NEVADA DEPARTMENT OF TRANSPORTATION’S (“NDOT”) U.S. HIGHWAY 50 DAYTON OPERATIONAL STUDY (“STUDY”).**

(4:32:15) – Chairperson Bagwell introduced the item. Nevada Department of Transportation (NDOT) Scoping Project Coordinator Laura Wise reviewed a PowerPoint presentation, incorporated into the record, titled *US Highway 50 Dayton Operational Study* which included evaluated alternatives, recommendations based on the study, and the current project status. She also responded to clarifying questions by the members. She informed Member Novak that NDOT was working with Lyon County on planning additional local roads as part of the Local Roads Safety Plan. Ex-Officio Member Rosenberg explained that NDOT had been working with CAMPO on a Highway 50 Corridor study “closer to Carson [City]...to line up with the East William Street study that was done recently.” She also stated that an update was being planned for the 395 Southern Sierra Corridor study starting in the next federal fiscal year (FFY), adding that US Highway 50 Corridor Management Plan in Lake Tahoe would be completed at the end of the current federal fiscal year, in addition to two corridor studies in Washoe County.

(4:44:50) – Member Henderson inquired about a timeframe for the two additional signalized intersections, noting that fiscal years 2025 or 2026 would be too late, adding that a developer was willing to pay for and install a traffic signal. Ms. Wise explained that she had been aware of the information and that a team would be reviewing the proposal. Member Henderson informed Member Novak that a stormwater system had been approved; however, the funding was not in place yet for that and a bridge. Chairperson Bagwell thanked Ms. Wise and entertained public comments; however, none were forthcoming. This item was not agendaized for action.

**5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM, INCLUDING A PROPOSED THREE-YEAR DBE PARTICIPATION GOAL OF 1.43 % OF ALL FEDERAL TRANSIT ADMINISTRATION (“FTA”) ASSISTED CONTRACTS AWARDED BY CAMPO DURING FEDERAL FISCAL YEARS (“FFY”) 2023-2025.**

(4:49:57) – Chairperson Bagwell introduced the item. Mr. Cruz presented the Staff Report and accompanying documentation which included a three-year Disadvantaged Business Enterprise (DBE) Program Goal for Federal Transit Administration (FTA) Funds, noting that it was an FTA requirement for grant recipients. He also responded to clarifying questions. Chairperson Bagwell entertained public comments and when none were forthcoming, a motion.

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**DRAFT**

**(4:53:30) – Member Dodson moved to submit CAMPO’s Disadvantaged Business Enterprise Program with a participation goal of 1.43 percent for FFYs 2023 to 2025 to the FTA. The motion was seconded by Member Novak and carried 7-0-0.**

**5-C FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION’S (“CAMPO”) ACTIVITIES DURING FISCAL YEAR (“FY”) 2022.**

(4:54:20) – Chairperson Bagwell introduced the item. Mr. Martinovich presented the Staff Report and highlighted elements of the accompanying *FY 2021 and FY 2022 Unified Planning Work Program (UPWP)* and *CAMPO FY 2021 and FY 2022 UPWP Cost/Funding Summary, Adopted May 13, 2020; Amended May 11, 2022*, including the estimated progress made toward certain milestones, all of which are incorporated into the record. Chairperson Bagwell thanked Mr. Martinovich for taking the time to “look back” and for Staff’s hard work. This item was not agendized for action.

**6. NON-ACTION ITEMS**

**6-A TRANSPORTATION MANAGER’S REPORT**

(4:57:44) – Mr. Martinovich reported on the NDOT Sustainable Advisory Working Group meeting in Las Vegas where numerous revenue mechanisms had been discussed. He stated that a formal recommendation would be made to the State Legislature.

**6-B OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:**

**• FUTURE AGENDA ITEMS**

(4:58:42) – Mr. Martinovich noted that a new non-monetary Surface Transportation Block Grant (STBG) would be agendized for the next meeting. Additionally, he noted that a Jump Around Carson (JAC) Transit Asset Management plan updates would also be discussed at the October CAMPO meeting, along with the Local Road Safety Plan discussion. Mr. Martinovich explained that Ms. Norman had been reviewing the 2020 Census data to analyze whether changes were needed on how items are reported. He added that Transportation Improvement Program (TIP) projects are being prioritized.

(5:02:12) – Member Macquarie was pleased to hear about an electric vehicle purchase. Member Novak recommended considering electric bicycles as well.

- STATUS REVIEW OF ADDITIONAL PROJECTS**
- INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- CORRESPONDENCE TO CAMPO**
- ADDITIONAL STATUS REPORTS AND COMMENTS FROM CAMPO**
- ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

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**DRAFT**

**7. PUBLIC COMMENT**

(5:02:55) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

**8. FOR POSSIBLE ACTION: TO ADJOURN**

(5:03:02) – Chairperson Bagwell adjourned the meeting at 5:02 p.m.

The Minutes of the September 14, 2022 Carson Area Metropolitan Planning Organization meeting are so approved this 12<sup>th</sup> day of October, 2022.





## STAFF REPORT

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

**Meeting Date:** October 12, 2022

**Staff Contact:** Chris Martinovich, Transportation Manager

**Agenda Title: For Possible Action** – Discussion and possible action regarding non-monetary Interlocal Agreement No. NM507-22-802 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) for the sub-allocation of federal Surface Transportation Block Grant (“STBG”) funding to the Carson Area Metropolitan Planning Organization (“CAMPO”) through September 30, 2027, and authority for the Transportation Manager to sign the Agreement.

**Staff Summary:** The Agreement sets forth general guidelines for the distribution and use of federal STBG funding to be sub-allocated by NDOT to CAMPO on an annual basis through September 30, 2027. The STBG funding to be allocated through the Agreement comes from two federal sources: (1) the Fixing America’s Surface Transportation Act (“FAST Act”), which provides funding to urban areas based on a population between 5,000 and 200,000, and (2) the Infrastructure Investment and Jobs Act (“IIJA”), which provides funding based on a population between 50,000 and 200,000. Through the Agreement, NDOT commits to providing CAMPO 33% of all FAST Act-derived STBG funds and 100% of all IIJA-derived STBG funds. The actual amount of STBG funding to be provided annually will be the subject of later, monetary agreements between NDOT and CAMPO’s individual local agencies of Carson City, Douglas County, and Lyon County.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 minutes

### **Proposed Motion**

I move to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement.

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

The STBG program provides flexible funding for all modes of transportation. Funds can be used to preserve and reconstruct pavement, improve safety, and enhance the use, operation, and performance of any public road that is part of the federal-aid highway system. The federal-aid highway system includes federal, state, or locally owned collector and arterial classified roadways within a region. Roads classified as local roads are not eligible for STBG funds. STBG funds under this Agreement can only be used on roads within the CAMPO boundary.

Sub-allocated funds are available from NDOT to CAMPO each federal fiscal year (“FFY”). CAMPO will distribute the funding to the local agencies of Carson City, Douglas County, and Lyon County on an annual, rotating basis following additional coordination with these agencies. Once CAMPO distributes the funds to a local agency, that agency will be required to obligate the funds by executing a project-specific local public agency agreement with NDOT and will be required to provide any required local match. Funds made available to CAMPO must be obligated within two fiscal years.

This Agreement expires September 30, 2027. The sub-allocation for FFY 2022 is \$1,303,475. The annual funding amount for subsequent FFYs is set by Congress each year. The previous non-monetary agreement expired September 30, 2022.

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

NRS 277.180, 23 U.S.C. § 133

**Financial Information**

Is there a fiscal impact?  Yes  No

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

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: Approval of this agreement will enable CAMPO to allocate annual STBG funds to the partner jurisdictions. STBG funding sub-allocated from NDOT pursuant to this agreement does not have a fiscal impact on the CAMPO fund.

**Alternatives**

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

**Supporting Material**

-Exhibit-1: Interlocal Agreement No. NM507-22-802

**Board Action Taken:**

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

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

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

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Agreement Number NM507-22-802

## INTERLOCAL AGREEMENT

This Agreement, 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, 3505 Butti Way, Carson City, Nevada 89701, hereinafter called the "ORGANIZATION".

## WITNESSETH:

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

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) provided funding for all modes of transportation through the Surface Transportation Program Block Grant (STBG) Funding category before Federal Fiscal Year (FFY) 2022, for areas over a population of 5,000 and under a population 200,000; and

WHEREAS, the DEPARTMENT has agreed through a prior Interlocal Agreement, NM696-16-804, to make available thirty-three percent (33%) of the total FAST Act STBG sub-allocation received by the DEPARTMENT to the ORGANIZATION on an annual basis (hereinafter "FAST ACT FUNDS"); and

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) provides current funding for all modes of transportation through the STBG Funding category after FFY 2022, for areas over a population of 50,000 and under a population 200,000; and

WHEREAS, the DEPARTMENT has agreed to make available one hundred percent (100%) of the total IIJA STBG sub-allocation received by the DEPARTMENT to the ORGANIZATION on an annual basis; and

WHEREAS, the purpose of this Agreement is to establish general guidelines for the ORGANIZATION's use of the IIJA STBG sub-allocation made available to the ORGANIZATION on an annual basis (hereinafter "IIJA FUNDS" and, together with FAST ACT FUNDS, "FUNDS"); and

WHEREAS, the ORGANIZATION 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; and

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

## ARTICLE I - ORGANIZATION AGREES

1. To follow 23 USC 133 STBG program guidelines in the selection of projects within the eligible boundary as displayed within Exhibit A.

2. To place within the ORGANIZATION's RTIP the projects selected for funding using the FUNDS made available by the DEPARTMENT.

#### ARTICLE II - DEPARTMENT AGREES

1. To provide the FUNDS to ORGANIZATION for the:
  - a. FAST ACT FUNDS that are equal to thirty-three percent (33%); and
  - b. IIJA FUNDS that are equal to one hundred percent (100%);

Rounded down to the nearest thousand dollars of the state's allocated amount of FUNDS 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 September 30, 2027.

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 FAST ACT FUNDS 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 B, and any adjustments to this calculation must be agreed to by both parties.

4. The sub-allocation of one hundred percent (100%) of the IIJS FUNDS for areas with a population over 50,000 and under 200,000 is correctly calculated based on the 2020 US Census data used, which is displayed within Exhibit B, and any adjustments to this calculation must be agreed to by both parties.

5. Unspent FUNDS designated for a particular project will be released upon completion of said projects and those released FUNDS will be added to the balances of FUNDS available to ORGANIZATION. Released FAST ACT FUNDS will be rounded down to the nearest thousand dollars prior to being added to the available balance. Released IIJA FUNDS will be added to ORGANIZATION's available balance without rounding down.

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

7. Unobligated FUNDS that are within one year of lapsing or expiring may be removed, at DEPARTMENT's sole discretion, from the balance of available FUNDS for ORGANIZATION and be returned to the DEPARTMENT. There shall be no compensation for the loss of those FUNDS.

8. ORGANIZATION will have a maximum carrying balance of two (2) consecutive years of unobligated FUNDS.

9. This Agreement may be terminated by either party prior to the date set forth above, without cause, 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 at any time without a noticing period. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State funding needed 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:

Kristina L. Swallow, P.E., Director  
Attn.: Kevin Verre  
Chief, Multimodal & Program Development  
Nevada Department of Transportation  
Multimodal and Program Development  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7712  
Fax: (775) 888-7207  
E-mail: [kverre@dot.nv.gov](mailto:kverre@dot.nv.gov)

FOR ORGANIZATION:

Christopher Martinovich, Transportation Manager  
Carson Area Metropolitan Planning Organization  
3505 Butti Way  
Carson City, Nevada 89701  
Phone: (775) 283-7367  
Fax: (775) 887-2164  
E-mail: [CMartinovich@carson.org](mailto:CMartinovich@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 under this Agreement 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 under this Agreement, but not yet paid, for the federal 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 events that are not reasonably foreseeable, including 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 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.

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 this 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, including another breach of the same provision.

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 expressly 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 shall 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 or from the other party to the extent that such information is clearly marked as confidential, provided that party so marking a document thereby agrees to indemnify and defend the receiving party for honoring such a designation. The failure to so mark



any document shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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 First Judicial District Court for the State of Nevada for enforcement of this Agreement.

25. 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.

26. Any recipient or subrecipient 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 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-170>.

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

\_\_\_\_\_  
Transportation Manager

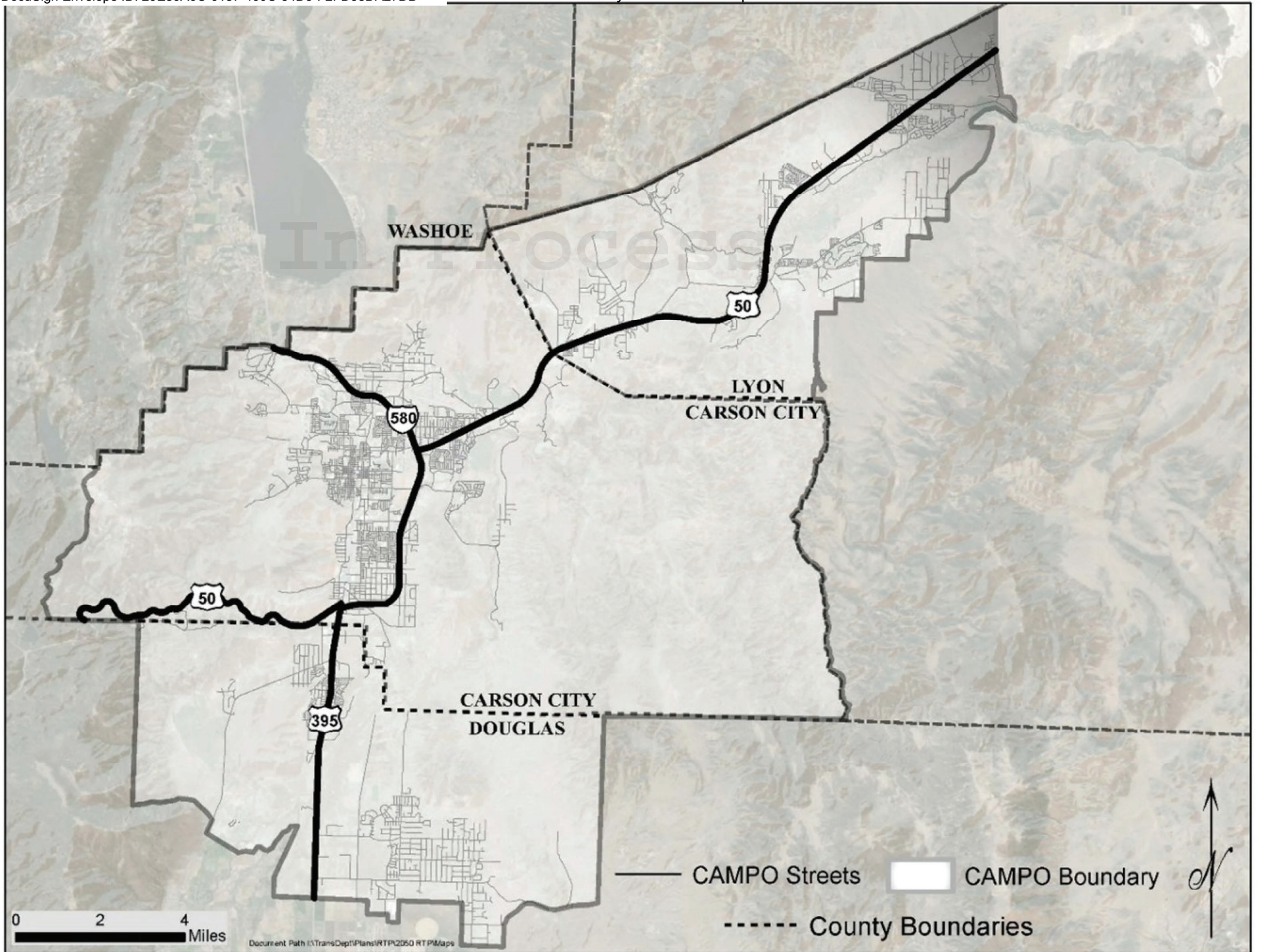
\_\_\_\_\_  
Director

Approved as to Form:

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy District Attorney

DocuSigned by:  
*Shane Chesney*  
\_\_\_\_\_  
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Deputy Attorney General





## EXHIBIT "B"

## Nevada

Source: 2010 List of 2010 Census Urban Areas

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

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## STAFF REPORT

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

**Meeting Date:** October 12, 2022

**Staff Contact:** Kelly Norman, Transportation Planner

**Agenda Title: For Possible Action** – Discussion and possible action regarding Cooperative Agreement No. NM482-22-816 (“Agreement”) with the Nevada Department of Transportation’s (“NDOT”) for development of a Local Road Safety Plan (“LRSP”) for the Carson Area Metropolitan Planning Organization (“CAMPO”); and authority for the Transportation Manager to sign the Agreement as well as future amendments to the Agreement.

**Staff Summary:** The development of a LRSP will help to highlight and prioritize safety related projects using a data-driven approach, and it will identify key strategies to address common safety related issues to reduce fatalities and serious injuries in the CAMPO area. The Agreement is fully funded by NDOT through the Highway Safety Improvement Program (“HSIP”). The development of a LRSP is included in CAMPO’s Unified Planning Work Program (“UPWP”). There is no requirement to provide local matching funds.

**Agenda Action:** Formal Action/ Motion

**Time Requested:** 15 minutes

---

### **Proposed Motion**

I move to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as any future amendments extending the term of the Agreement.

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

Most crashes occur on the locally owned roadways. LRSPs provide a framework for identifying, analyzing, and prioritizing safety related roadway improvements on locally owned roads. A locally owned road is defined as a city/county-owned road, not state or federally owned roads. LRSPs connect local governments with traffic safety partners and stakeholders such as law enforcement, engineering designers, emergency medical services, and education and outreach professionals. It is a holistic approach to addressing traffic safety improvements on local roads.

LRSPs are one of the 28 Federal Highway Administration (“FHWA”) proven safety countermeasures. Proven safety countermeasures are effective strategies that are ‘proven’ to reduce roadway fatalities and serious injuries. LRSPs have many benefits including:

- Proactively addressing known safety issues;
- Providing opportunities to improve relationships between local agencies, stakeholders, the public and other governmental agencies;
- Include multidisciplinary solutions (engineering, enforcement, education, emergency services);
- Construction of projects that reduce crash severity;
- Development of a prioritized list of engineering solutions, helping agencies effectively compete for funding; and

- Providing a proactive risk management technique that helps demonstrate an agency's response to safety needs.

NDOT and CAMPO will be soliciting consultant support for the development of the LRSP. CAMPO staff will be managing the consultant as well as the development of the LRSP in coordination with NDOT, Carson City, Douglas County, and Lyon County. The LRSP is included in CAMPO's approved Fiscal Years 2023 & 2024 UPWP under Work Element 5.1, Corridor Studies.

The LRSP is anticipated to be completed by December 31, 2023.

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

NRS 277.080, 277.110

**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 5.1 – Corridor Studies, G302823001 / 2453028-501210.

Is it currently budgeted?  Yes  No

The development of a LRSP is fully funded 100% by NDOT through the HSIP. No additional funds will be received from NDOT, and no local match for the project is required. Staff time for the development of the LRSP is included in CAMPO's UPWP with tasks reimbursable using federal planning funds at a rate of 95%. The 5% local match has been budgeted within CAMPO's approved Fiscal Years 2023 & 2024 UPWP, Work Element 5.1, Corridor Studies.

**Alternatives**

Do not approve the Agreement and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: CAMPO Local Road Safety Plan Cooperative Agreement

Agreement Number NM482-22-816

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 Carson Area Metropolitan Planning Organization, 3505 Butti Way, Carson City, NV 89701, hereinafter called the "ORGANIZATION".

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 support local agencies in the development of a Local Road Safety Plan (LRSP), hereinafter called the "PROJECT;" and

WHEREAS, this PROJECT will be supported by a consultant team, hereinafter called the "SERVICE PROVIDER," as procured under DEPARTMENT Request For Proposal 248-21-816; and

WHEREAS, a LRSP is a Federal Highway Administration (FHWA) proven safety countermeasure and the services to be provided to the ORGANIZATION under this PROJECT shall be of benefit to the DEPARTMENT, the ORGANIZATION, 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 - ORGANIZATION AGREES

1. To assign an ORGANIZATION Project Manager to the PROJECT. The ORGANIZATION Project Manager will work with the DEPARTMENT Project Manager and SERVICE PROVIDER to review the FHWA LRSP guidance, locate meeting areas, meet with stakeholders, and advocate the PROJECT.

2. The ORGANIZATION will work with the DEPARTMENT and SERVICE PROVIDER to establish leadership for the duration of the PROJECT.

3. The ORGANIZATION will work with the DEPARTMENT and SERVICE PROVIDER to analyze safety data to support the LRSP.
4. The ORGANIZATION will support local road data collection using best available methods provided by the DEPARTMENT.
5. The ORGANIZATION will work with the DEPARTMENT and SERVICE PROVIDER to determine emphasis areas and performance measures of the LRSP.
6. The ORGANIZATION will work with the DEPARTMENT and SERVICE PROVIDER to identify, prioritize, and incorporate strategies for the PROJECT.
7. The ORGANIZATION will review and provide comments to the DEPARTMENT Project Manager in a timely manner.
8. Once the PROJECT is complete, the ORGANIZATION will pursue options to improve safety identified in the PROJECT.

#### ARTICLE II - DEPARTMENT AGREES

1. To fund the PROJECT with Highway Safety Improvement Program funds as established under DEPARTMENT Request for Proposal 248-21-816 and its associated SERVICE PROVIDER agreements.
2. To assign a DEPARTMENT Project Manager to the PROJECT. The DEPARTMENT Project Manager will work with the ORGANIZATION Project Manager and SERVICE PROVIDER to manage the PROJECT for the DEPARTMENT.
3. The DEPARTMENT will support the ORGANIZATION and SERVICE PROVIDER to establish leadership for the duration of the PROJECT.
4. The DEPARTMENT will provide the best available and obtainable crash data to the ORGANIZATION and SERVICE PROVIDER in support of the PROJECT.
5. The DEPARTMENT will provide the best available data collection tools.
6. The DEPARTMENT will support the ORGANIZATION and SERVICE PROVIDER to analyze safety data to support the PROJECT.
7. The DEPARTMENT will support the ORGANIZATION and SERVICE PROVIDER to determine emphasis areas and performance measures of the LRSP.
8. The DEPARTMENT will support the ORGANIZATION and SERVICE PROVIDER to identify, prioritize and incorporate strategies for the PROJECT.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2023.
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 ORGANIZATION 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 parties' governing bodies, 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 ORGANIZATION shall forfeit any and all right to payment for such work.

4. Each party, 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 the other party, 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 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 parties' governing bodies, 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 ORGANIZATION 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 shall survive the termination and expiration of this Agreement.

7. 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 funding needed to satisfy this Agreement is withdrawn, limited, or impaired.

8. 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.: Lacey Tisler  
Nevada Department of Transportation  
Division: Traffic Safety Engineering  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7459  
Fax: (775) 888-7403

Email: [LTisler@dot.nv.gov](mailto:LTisler@dot.nv.gov)

FOR ORGANIZATION:

Carson Area Metropolitan Planning Organization  
Attn: Chris Martinovich, P.E.  
Title: Transportation Manager  
Address: 3505 Butti Way, Carson City, Nevada 89701  
Phone: (775) 283-7367  
Fax: (775) 887-2164  
Email: [cmartinovich@carson.org](mailto:cmartinovich@carson.org)

9. 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 events that are not reasonably foreseeable, including 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.

10. 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.

11. 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.

12. 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.

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

14. 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 First Judicial District Court for the State of Nevada for enforcement of this Agreement.



15. 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.

16. 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.

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of 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.

18. 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.

19. 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.

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

21. 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.

22. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by or from the other party to the extent that such information is clearly marked as confidential, provided that party so marking a document thereby agrees to indemnify and defend the receiving party for honoring such a designation. The failure to so mark any document shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24. 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 Orgnaization

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

\_\_\_\_\_  
Transportation Manager

\_\_\_\_\_  
Director

Approved as to Form:

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy District Attorney

DocuSigned by:  
*Shane Chesney*  
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\_\_\_\_\_  
Deputy Attorney General

In Process



## STAFF REPORT

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

**Meeting Date:** October 12, 2022

**Staff Contact:** Alex Cruz, Transit Coordinator

**Agenda Title: For Possible Action** – Discussion and possible action regarding proposed performance targets for Federal Fiscal Year (“FFY”) 2023 for Carson Area Metropolitan Planning Organization (“CAMPO”) funded capital assets used to provide public transit services, as required by the Federal Transit Administration (“FTA”).

**Staff Summary:** The Federal Transit Asset Management (“TAM”) Final Rule requires agencies responsible for funding transit operations to set performance targets, based on quantifiable levels of performance or condition, on an annual basis, for capital assets used in the provision of transit services, which includes assets like the Jump Around Carson (“JAC”) bus fleet and other transit facilities funded by CAMPO.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

### **Proposed Motion**

I move to approve the Federal Fiscal Year 2023 performance targets as presented.

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

The Moving Ahead for Progress in the 21st Century Act and Fixing America’s Surface Transportation Act required the United States Department of Transportation and FTA to develop rules to establish a system to monitor and manage public transportation assets to improve safety and increase reliability and performance and to establish performance measures.

CAMPO sets TAM performance targets for vehicles based on the FTA’s Useful Life Benchmark (“ULB”) and other performance measures outlined in the JAC TAM Plan adopted in 2018 and to be updated in 2022. FTA defines the ULB as the expected lifecycle of a capital asset for a particular operating environment or the acceptable age of a vehicle. CAMPO uses the default ULB for all CAMPO vehicles, including the JAC fleet, but also considers other performance measures such as condition assessments and maintenance costs of the vehicle, as set forth in the TAM Plan.

The FTA measures the performance of assets that qualify as Facilities using its Transit Economic Requirement Model (“TERM”) on a one to five scale (Table 1). CAMPO’s facilities are composed of (1) a recently updated portion of the City’s Fleet Maintenance facility and (2) the JAC administrative facility.

Table 1: FTA TERM Condition Assessment Scale

Rating	Condition	Description
5	Excellent	No Visible defects, new or near new condition, may still be under warranty if applicable

4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective; but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement; exceeded useful life
1	Poor	Critically damaged or in need of immediate repair; well past useful life

Based on the ULB and other performance measures, the following performance targets are proposed to apply to CAMPO capital assets for FFY 2023.

- Rolling Stock Target = 12%: CAMPO’s Rolling Stock is composed of 17 revenue vehicles. Two of those vehicles, totaling 12% of CAMPO’s Rolling Stock, will have met or exceeded their ULB by the end of FFY 2023. Staff expects to replace both vehicles that have exceeded their ULB; therefore, FFY 2023 performance target is to replace 12% of CAMPO’s Rolling Stock.
- Equipment Target = 100%: CAMPO’s Equipment is composed of one non-revenue vehicle. That one vehicle, making up 100% of CAMPO’s Equipment, will have met or exceeded its ULB by the end of FFY 2023. Staff expects to replace this vehicle; therefore, the FFY 2023 performance target is to replace 100% of CAMPO’s Equipment.
- Facilities Target = 0%: All of CAMPO’s Facilities have a TERM condition rating at or above 3.0 (Adequate), meaning no Facilities require attention. Therefore, the FFY 2023 performance target is to improve 0% of CAMPO’s Facilities.

Plans to Achieve 12% Target for Rolling Stock:

The proposed performance target for FFY 2023 is replacing 12% of CAMPO’s Rolling Stock, namely the two vehicles exceeding their ULB. As these two vehicles continue to age, maintenance costs are expected to increase, and fleet services may experience challenges obtaining spare parts.

Presently, JAC has three types of revenue vehicles in the Rolling Stock asset class – Bus (“BU”), Cutaway Bus (“CU”), and Minivan (“MV”).

There are five vehicles in the JAC fleet for the BU asset class, and none of the five BU assets are expected to reach or exceed their ULB during FFY 2023.

There are eleven JAC vehicles in the CU asset class, and two of those CU vehicles will have reached or exceeded their ULB during FFY 2023. The City expects to replace the two CU assets that have exceeded their ULB through a purchase with City Fiscal Year (“FY”) 2023 funding.

The MV asset will not reach or exceed its ULB in FFY 2023.

Plans to Achieve 100% Target for Equipment:

The asset qualifying under the Equipment (non-revenue) category is a Ford Explorer SUV used for administrative, non-revenue purposes. This vehicle has already exceeded its ULB, and it is slated to be replaced in FY 2023.

No Action Necessary to Achieve 0% Target for Facilities:

Because CAMPO’s Facilities have a TERM of 3.0 or higher, the performance target for Facilities in FFY 2023 is 0%.

The FFY 2023 performance targets are achievable and staff are already working towards identifying acceptable replacement vehicles. The Rolling Stock performance target was 33% in FFY 2022 (4 revenue vehicles replaced along with an expansion of the fleet by 2 vehicles) and is proposed to be lowered to 12% in FFY 2023 as shown in Exhibit-1 to meet the number of vehicles that will hit their ULB in FFY 2023. As assets in the

fleet which have exceeded their ULB continue to operate with reasonable maintenance costs, staff will continue to utilize them until their expected project dates as slated in the TAM Plan.

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

49 U.S.C. § 5326(b)(1), (c); 49 C.F.R. Part 625; 49 C.F.R. Part 630

**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:

**Alternatives**

Do not adopt and provide alternative direction to staff.

**Supporting Material**

-Exhibit-1: CAMPO Performance Targets for FFY 2023 and Federal Guidance

-Exhibit-2: 2022 Jump Around Carson (JAC) Condition Assessment

**Board Action Taken:**

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

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

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

Aye/Nay

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

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

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# CAMPO Transit Asset Management Targets FFY 2023

<b>Proposed CAMPO Performance Targets for FFY 2023</b>					
	<b>Asset (ULB Classification)</b>	<b>ULB/TERM Default Rating</b>	<b># of Assets in Class</b>	<b># of Assets Exceeding ULB/TERM</b>	<b>Performance Target</b>
<b>Rolling Stock</b>	BU - Bus	14	5	0	12%
	CU - Cutaway	10	11	2	
	MV - Minivan	8	1	0	
<b>Equipment</b>	SV - Sport Utility Vehicle	8	1	1	100%
<b>Facilities</b>	Maintenance	3.0	1	0	0%
	Administration	3.0	1	0	0%

**FTA Guidance:** Table extracts from FTA Guidance on setting Transit Asset Management Performance Targets and Measures

<b>Sample Asset Hierarchy -- Example of Asset Categories, Asset Classes, and Asset Types</b>		
<b>Asset Category</b>	<b>Asset Class</b>	<b>Asset Type</b>
<b>Rolling Stock</b>	Buses	40 foot Bus
		60 foot Bus
	Paratransit Vehicles	Cutaway
		Van
<b>Equipment</b>	Maintenance Vehicles	Vehicle
		Snow plow
	Non-Revenue Service Vehicles	Tow truck
<b>Facilities</b>	Maintenance	Smith Garage
	Administration	Main Building

<b>FTA Performance Measures for Small Provider Asset Categories</b>		
<b>Asset Class</b>	<b>Performance Measure</b>	<b>Definition</b>
<b>Rolling Stock</b> All revenue vehicles	Age	% of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)
<b>Equipment</b> Maintenance equipment or non-revenue vehicles	Age	% of vehicles that have met or exceeded their ULB
<b>Facilities</b> All buildings or structures	Condition	% of facilities with a condition rating below 3.0 on FTA's Transit Economic Requirements Model (TERM) Scale

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2022 Jump Around Carson (JAC)  
Asset Condition Assessment

Status	ID Number	Asset Category	Asset Class	Asset Description	Make	Model	Acquisition Year	Age	FY 2020 Year-End Vehicle Mileage	Est. Replacement Cost	FTA Default ULB	Exceeds ULB?	FTA Minimum Useful Life	FTA Minimum Useful Life	Exceeds Min. Useful	Condition Assessment Final Score	Final Investment Ranking	Anticipated Fiscal Year Replacement	Notes
Active	2233	Equipment	Sport Utility Vehicle	CCPW / JAC Admin SUV	Ford	Explorer	2007	15	35,650	\$75,000	8	Yes	4	100,000	Yes	3.17	13	FY 2023	On Carson City CIP
Active	4005	Rolling Stock	Minivan	17-ft minivan	Chevrolet	Uplander	2007	15	68,540	\$60,000	8	Yes	4	100,000	Yes	2.74		FY 2021	Decommissioned 2022
Active	4230	Rolling Stock	Cutaway Bus	24-ft Ford E450 Super Duty	El Dorado National	Aerotech 240	2009	13	143,136	\$135,000	10	Yes	4	100,000	Yes	2.43		FY 2022	Decommissioned 2022
Active	4234	Rolling Stock	Bus	35-ft GMC C5500	El Dorado National	Passport Low Floor	2010	12	328,194	\$325,000	14	No	7	200,000	Yes	2.40		FY 2022	Decommissioned 2022
Active	4237	Rolling Stock	Cutaway Bus	21-ft Chevy G3500	Arboc	Spirit of Mobility	2012	10	169,792	\$135,000	10	Yes	4	100,000	Yes	2.75		FY2022	Decommissioned 2022
Active	4238	Rolling Stock	Cutaway Bus	21-ft Chevy G3500	Arboc	Spirit of Mobility	2012	10	171,439	\$135,000	10	Yes	4	100,000	Yes	2.78	11	FY2023	
Active	4239	Rolling Stock	Cutaway Bus	21-ft Chevy G3500	Arboc	Spirit of Mobility	2012	10	172,787	\$135,000	10	Yes	4	100,000	Yes	2.72	12	FY2023	
Active	4241	Rolling Stock	Cutaway Bus	24-ft Chevy G3500	Arboc	Spirit of Mobility	2015	7	88,465	\$135,000	10	No	4	100,000	Yes	3.08	7	FY 2025	
Active	4242	Rolling Stock	Cutaway Bus	24-ft Chevy G3500	Arboc	Spirit of Mobility	2015	7	99,045	\$135,000	10	No	4	100,000	Yes	3.01	8	FY 2025	
Active	4243	Rolling Stock	Bus	35-ft GMC C5500	Arboc	Spirit of Liberty Low Floor	2016	6	132,702	\$325,000	14	No	7	200,000	No	3.00	9	FY 2024	
Active	4244	Rolling Stock	Bus	35-ft GMC C5500	Arboc	Spirit of Liberty Low Floor	2016	6	176,650	\$325,000	14	No	7	200,000	No	2.91	10	FY 2024	
Active	4245	Rolling Stock	Bus	35-ft GMC C5500	Arboc	Spirit of Liberty Low Floor	2017	5	143,389	\$325,000	14	No	7	200,000	No	3.10	6	FY 2026	
Active	4249	Rolling Stock	Bus	34-ft Freightliner	Arboc	SOL34	2019	3	97,892	\$325,000	14	No	7	200,000	No	3.50	5	FY 2026	
Active	4250	Rolling Stock	Bus	34-ft Freightliner	Arboc	SOL34	2019	3	85,833	\$325,000	14	No	7	200,000	No	3.62	4	FY 2026	
Active	4251	Rolling Stock	Cutaway Bus	24-ft Chevy Express 4500	Arboc	Spirit of Mobility	2020	2	33,656	\$135,000	10	No	4	100,000	No	4.07	2	FY 2027	
Active	4252	Rolling Stock	Cutaway Bus	24-ft Chevy Express 4500	Arboc	Spirit of Mobility	2020	2	13,908	\$135,000	10	No	4	100,000	No	4.13	1	FY 2027	
Active	4253	Rolling Stock	MV-Minivan	19-Ft Ram Promaster	Ram	Promaster	2021	1	11,373	\$90,000	8	No	4	100,000	No	3.99	3	FY2030	
Active	4254	Rolling Stock	Cutaway Bus	28-ft Chevy Express 4500	Arboc	Spirit of Mobility	2022	0		\$165,000	10	No	4	100,000	No	N/A	N/A	FY2028	Entered Service August 2022
Active	4255	Rolling Stock	Cutaway Bus	28-ft Chevy Express 4500	Arboc	Spirit of Mobility	2022	0		\$165,000	10	No	4	100,000	No	N/A	N/A	FY2028	Entered Service August 2022
Active	4256	Rolling Stock	Cutaway Bus	28-ft Chevy Express 4500	Arboc	Spirit of Mobility	2022	0		\$165,000	10	No	4	100,000	No	N/A	N/A	FY2028	Entered Service August 2022
Active	4257	Rolling Stock	Cutaway Bus	28-ft Chevy Express 4500	Arboc	Spirit of Mobility	2022	0		\$165,000	10	No	4	100,000	No	N/A	N/A	FY2028	Entered Service August 2022
Active	4258	Rolling Stock	Cutaway Bus	28-ft Chevy Express 4500	Arboc	Spirit of Mobility	2022	0		\$165,000	10	No	4	100,000	No	N/A	N/A	FY2028	Entered Service August 2022
Active	3770 Butti Way	Facilities	Maintenance	Admin, Ops, and Bus Yard	Carson City Public Works	Building Repurpose/Site Grading	2018	4	N/A	\$400,000						4.84	N/A		
Active	Contract # 1415-019	Facilities	Maintenance	Expansion: Maintenance and Wash Bays	Geney/Gassior	Construction	2015	7	N/A	\$2,000,000						5.00	N/A		