



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

Day: Wednesday
Date: January 11, 2023
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 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. 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 – December 14, 2022

5. Public Meeting Item(s):

5-A For Possible Action – Discussion and possible action regarding nomination and election of a Chairperson and Vice-Chairperson for calendar year 2023 for the CAMPO Board.

Staff Summary: CAMPO will consider the nomination and election of a Chairperson and Vice-Chairperson to serve for a one-year term, calendar year 2023, commencing immediately. Any

member of CAMPO may hold either of these positions. Terms of the newly elected Chairperson and Vice-Chairperson will commence immediately.

5-B For Possible Action – Discussion and possible action regarding (1) an Interlocal Agreement (“Agreement”) with Douglas County for the development, operation, maintenance, and updating of the CAMPO Travel Demand Model (“Model”) to include the portions of Douglas County that are outside the CAMPO region in the Model, with Douglas County responsible for reimbursing CAMPO a not to exceed amount of \$66,095.00 for the initial development of the Model, and a not to exceed amount of \$20,000.00 each fiscal year (“FY”) through June 30, 2024 for the Model’s operation, maintenance, and updating upon request; and (2) authority for the Transportation Manager to sign the Agreement as well as future amendments extending the term of the Agreement.

Staff Summary: Douglas County requested that CAMPO include areas of Douglas County outside the CAMPO region in the Model and for CAMPO to assume responsibility for the development, operation, maintenance, and updating of the Model for areas of Douglas County outside the CAMPO region. If the Agreement is approved, CAMPO will incorporate the Douglas County region into the Model, and Douglas County will reimburse CAMPO for an amount not to exceed \$66,095.00 for the initial Model development. The Agreement also allows for interagency requests between Douglas County and CAMPO for Model operation, maintenance, and updating in an amount not to exceed \$20,000.00 each FY by using a Task Authorization Form (“TOA”).

5-C For Possible Action – Discussion and possible action regarding Contract 23300193 (“Contract”) for Wood Rodgers, Inc. (“Wood Rodgers”) to perform professional services for the CAMPO and Douglas County Travel Demand Model Enhancement and Validation Project (“Project”) with a not to exceed amount of \$219,920.

Staff Summary: The Project is to update the CAMPO Travel Demand Model (“Model”) and incorporate the portions of Douglas County, outside of the CAMPO region, into the Model. Through the Contract, Wood Rodgers will research, develop, calibrate, and validate the Model, including reviewing and incorporating Douglas County’s existing model and data into the Model. The Project’s not to exceed amount of \$219,920 includes \$113,825 for updating the CAMPO Model, \$66,095 for the development of the Douglas County Model, and up to \$40,000 for ongoing and periodic operation, maintenance, and update as requested by CAMPO. The Project is anticipated to take approximately 12 months to complete.

5-D For Possible Action – Discussion and possible action regarding the Federal Fiscal Year (“FFY”) 2023-2025 Title VI Program for CAMPO and the Jump Around Carson (“JAC”) transit system (“Program”).

Staff Summary: As required by the Federal Transit Administration (“FTA”), staff has prepared an update to the Program. The Program document must be updated every three years and affirms that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” CAMPO and JAC continue to be in compliance with the Program.

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

****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, 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, or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

This agenda and backup information are available on the City’s website at www.carson.org/agendas and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

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://notice.nv.gov>

CARSON AREA METROPOLITAN PLANNING ORGANIZATION
Minutes of the December 14, 2022 Meeting
Page 1

DRAFT

A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, December 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 Lucia Maloney
 Member Gregory Novak
 Ex-Officio Member Sondra Rosenberg (via WebEx)

STAFF: Dan Stucky, Deputy Public Works Director
 Chris Martinovich, Transportation Manager
 Adam Tully, Deputy District Attorney
 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)

(4:29:30) – Chairperson Bagwell called the meeting to order at 4:29 p.m.

2. ROLL CALL

(4:29:48) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:30:12) – Chairperson Bagwell welcomed Member Maloney and congratulated Member Dodson on his reappointment. She also entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – NOVEMBER 9, 2022

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Minutes of the December 14, 2022 Meeting

Page 2

DRAFT

(4:30:43) – Chairperson Bagwell introduced the item and entertained corrections, comments, or a motion.

(4:31:00) – Member Dodson moved to approve the minutes of the CAMPO November 9, 2022 meeting as presented. The motion was seconded by Member Novak and carried 5-2-0 with Members Henderson and Maloney abstaining as they were not present at the meeting.

5. PUBLIC MEETING ITEM(S):

5-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING RECERTIFICATION OF THE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (“PTASP”) AND FEDERAL FISCAL YEAR (“FFY”) 2023 SAFETY PERFORMANCE TARGETS FOR THE JUMP AROUND CARSON (“JAC”) TRANSIT SYSTEM.

(4:31:36) – Chairperson Bagwell introduced the item. Mr. Cruz gave background and presented the Staff Report, along with the accompanying *Jump Around Carson (JAC) Transit System Federal Fiscal Year 2023 Public Transportation Agency Safety Plan*, both of which are incorporated into the record. Mike Jacobs, General Manager of First Transit and Frontline Employee Representative, explained that the Safety Solutions Team consisting of drivers, managers, and dispatchers had reviewed and approved the plan. Member Dodson congratulated the team for not having any accidents and inquired whether system reliability and mechanical failures are also reported, and Mr. Cruz explained that the system reliability issues were tracked but not reported. He added that the buses travel around 3,500 miles per month, which is about the time a breakdown could happen. Mayor Bagwell entertained public comments and when none were forthcoming, a motion.

(4:35:36) – Vice Chair Schuette moved to approve certification of the Public Transit Agency Safety Plan, including the Federal Fiscal Year 2023 Safety Performance Targets for the [Jump Around Carson] JAC Transit System from page 5 of the Plan, as presented. The motion was seconded by Member Henderson and carried 7-0-0.

5-B FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING CAMPO’S ANNUAL FEDERAL OBLIGATION REPORT (“REPORT”), WHICH LISTS PROJECTS TO WHICH FEDERAL TRANSPORTATION FUNDS WERE OBLIGATED DURING FEDERAL FISCAL YEAR (“FFY”) 2022.

(4:36:14) – Chairperson Bagwell introduced the item. Mr. Williams provided background and reviewed CAMPO’s Annual Federal Obligation Report for the Federal Fiscal Year 2022 (October 1, 2021 to September 30, 2022) which is incorporated into the record. He also noted a correction on page five of the report [Table 2: FFY 2022 Federal Obligation Report – FTA Projects List] column header *Obligated in 2021* should read *Obligated in 2022*. Mr. Williams highlighted the following paragraph from the Staff Report as well: *The Report was posted for a 14-day public comment period in accordance with CAMPO’s Public Participation Plan. The public comment period for this action opened on November 26, 2022 and ended on December 10, 2022. No public comment has been received at this time, and any*

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

Minutes of the December 14, 2022 Meeting

Page 3

DRAFT

received after publication of the December 14, 2022 CAMPO agenda will be provided as late material. In response to a question by Chairperson Bagwell, Mr. Martinovich clarified that “*Install Wrong Way Driver System Components at five interchanges*” for \$950,000 as a line item was for the installation of a series of red flashing beacons at off-ramps alerting drivers not to turn on the wrong side of the road. Chairperson Bagwell entertained public comments.

(4:40:41) – Deni French introduced himself and inquired whether the flashing lights have a time limit and also whether “yield” signs were also being considered, especially in the area of Roop Street and College Parkway, adding that he had had many “close calls” there. This item was not agendized for action.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

(4:42:30) – Mr. Martinovich announced that Staff were working on an update to Title 6 as required for JAC. He noted that the item was now out for public comment and planned on agendizing it for the January 2023 meeting. Mr. Martinovich also stated that a discussion on updates to the Transportation Improvement Plan (TIP) was planned for the next meeting, in addition to an update to the CAMPO Travel Demand Model.

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

• FUTURE AGENDA ITEMS

Previously discussed. Please see item 6-A.

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

(4:44:10) – Member Novak requested a report from the Nevada Department of Transportation (NDOT) regarding the revised high-speed signalized intersection “Prepare to Stop” signs.

• ADDITIONAL STAFF COMMENTS AND STATUS REPORTS

7. PUBLIC COMMENT

(4:45:27) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

CARSON AREA METROPOLITAN PLANNING ORGANIZATION
Minutes of the December 14, 2022 Meeting
Page 4

DRAFT

(4:45:36) – Chairperson Bagwell adjourned the meeting at 4:45 p.m.

The Minutes of the December 14, 2022, Carson Area Metropolitan Planning Organization meeting are so approved on this 11th day of January, 2023.



STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding nomination and election of a Chairperson and Vice-Chairperson for calendar year 2023 for the CAMPO Board.

Staff Summary: CAMPO will consider the nomination and election of a Chairperson and Vice-Chairperson to serve for a one-year term, calendar year 2023, commencing immediately. Any member of CAMPO may hold either of these positions. Terms of the newly elected Chairperson and Vice-Chairperson will commence immediately.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

To Appoint New Chairperson:

I move to appoint _____ as Chairperson for a one-year term expiring December 31, 2023.

To Appoint New Vice-Chairperson:

I move to appoint _____ as Vice-Chairperson for a one-year term expiring December 31, 2023.

Background/Issues & Analysis

On January 12, 2022, CAMPO elected member Lori Bagwell and member Lisa Schuette to serve as its Chairperson and Vice-Chairperson, respectively, for terms ending on December 31, 2022.

Any member of CAMPO may hold the Chairperson or Vice-Chairperson positions.

An aspirational goal within Carson City’s Policies and Procedures for Boards, Committees, and Commissions encourages leadership to rotate regularly among members and that a chair should only serve for two consecutive years and should be nominated for chairperson only when two or more years have passed since the member last served as chairperson.

Staff recommends one-year terms for the elected Chairperson and Vice-Chairperson (calendar year 2023), commencing immediately.

Applicable Statute, Code, Policy, Rule or Regulation

CAMPO Policies and Procedures; Carson City, Nevada Policies and Procedures for Boards, Committees, and Commissions

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:

Alternatives

N/A

Supporting Material

N/A

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding (1) an Interlocal Agreement (“Agreement”) with Douglas County for the development, operation, maintenance, and updating of the CAMPO Travel Demand Model (“Model”) to include the portions of Douglas County that are outside the CAMPO region in the Model, with Douglas County responsible for reimbursing CAMPO a not to exceed amount of \$66,095.00 for the initial development of the Model, and a not to exceed amount of \$20,000.00 each fiscal year (“FY”) through June 30, 2024 for the Model’s operation, maintenance, and updating upon request; and (2) authority for the Transportation Manager to sign the Agreement as well as future amendments extending the term of the Agreement.

Staff Summary: Douglas County requested that CAMPO include areas of Douglas County outside the CAMPO region in the Model and for CAMPO to assume responsibility for the development, operation, maintenance, and updating of the Model for areas of Douglas County outside the CAMPO region. If the Agreement is approved, CAMPO will incorporate the Douglas County region into the Model, and Douglas County will reimburse CAMPO for an amount not to exceed \$66,095.00 for the initial Model development. The Agreement also allows for interagency requests between Douglas County and CAMPO for Model operation, maintenance, and updating in an amount not to exceed \$20,000.00 each FY by using a Task Authorization Form (“TOA”).

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

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

Background/Issues & Analysis

CAMPO is responsible for transportation planning in the Carson Urbanized Area and has begun the process of updating the Model following the 2020 census. CAMPO’s Model already includes the northern portion of Douglas County. Douglas County has requested that as part of CAMPO’s current update, CAMPO incorporate the remaining portions of Douglas County into the CAMPO Model, excluding the Lake Tahoe Basin which is part of the Tahoe Regional Planning Agency’s planning area. Douglas County previously operated their own travel demand model with the last update occurring in 2017. Changes in staff, changes to previously contracted consultant support, and growth occurring within the county are causing challenges to consistently assess transportation impacts associated with development. Douglas County has concluded that it is no longer cost effective for it to continue to operate its own travel demand model.

Douglas County will reimburse CAMPO in an amount not to exceed \$66,095 to cover the costs for the initial development of the Model. The Agreement also includes a TOA allowing Douglas County or CAMPO to

request specific tasks related to Model operation, maintenance, or update be completed for a mutually agreeable price. Douglas County would reimburse CAMPO for tasks approved using a TOA with an annual not to exceed amount of \$20,000 each FY.

Combining the Douglas County data with the Model will benefit both CAMPO and Douglas County by increasing regional consistency in transportation planning activity needs and will result in a more efficient use of limited transportation funding.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project # G302823001; CAMPO revenue fund, Douglas County Revenue 2453081-437560.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, Project # G302823001 revenue and expense amounts will increase by \$66,095. Funding received by CAMPO through the Agreement will be applied to cover the costs associated with the Douglas County portion of the Model.

Supporting Material

-Exhibit-1: DRAFT - CAMPO TDM Interlocal Agreement with Douglas County

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL AGREEMENT FOR TRAVEL DEMAND MODELING

This AGREEMENT is dated this _____ day of _____, 2023, by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and the CARSON AREA METROPOLITAN PLANNING ORGANIZATION, a political subdivision of the State of Nevada (hereinafter "CAMPO"). COUNTY and CAMPO may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the Parties are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, CAMPO Operates a Travel Demand Model ("MODEL") for the purposes of transportation planning for the portion of COUNTY within the CAMPO region; and

WHEREAS, the purpose of this Agreement is to establish roles and responsibilities for Development, Maintenance, Operation, and Update of the MODEL as it relates to portions of the COUNTY outside the CAMPO region; and

WHEREAS, the MODEL will be used to identify and evaluate transportation capacity needs for COUNTY and CAMPO based on Traffic Analysis Zone ("TAZ") geography, the roadway network, existing and forecasted land uses, residential and employment information, traffic, and travel characteristics within the COUNTY, and

WHEREAS, this AGREEMENT also provides a mechanism for COUNTY to request additional MODEL Operation, Maintenance, and Updating each fiscal year subsequent to the completion of MODEL Development; and

WHEREAS, the MODEL will be to the benefit of both COUNTY and CAMPO and the people of the State of Nevada; and

NOW, THEREFORE, in consideration of the promises and conditions contained in this Agreement and other good and valuable consideration, the Parties do agree as follows:

Section 1. Defined Terms: As used in this AGREEMENT, the following terms are defined to have the meaning below:

- A. "Develop" or "Development" means the initial incorporation of the COUNTY TAZs, existing roadway networks, existing and forecasted land uses, residential and employment information, traffic, and travel characteristics

(collectively hereafter referred to as “DATA”) found in the COUNTY’s existing travel demand model into the CAMPO MODEL.

- B. “Operate” or “Operation” means running scenarios in the MODEL for the purposes of traffic analysis and forecasting.
- C. “Maintain” or “Maintenance” means inputting and exporting DATA from the MODEL using computer software.
- D. “Update” or “Updating” means changing or updating the MODEL based on new or changed DATA, which includes Development of the MODEL.

Section 2. Term of Agreement: This Agreement is effective on the date that the last authorized signature is affixed hereto and will terminate on June 30, 2024, unless terminated earlier in accordance with Section 3 of this Agreement.

Section 3. Termination: Either Party may terminate this Agreement with or without cause by providing not less than 45 days’ written notice to the other Party.

If terminated, CAMPO shall utilize the MODEL software to export COUNTY DATA for areas of the COUNTY not within the CAMPO region and provide that exported DATA to COUNTY not less than 15-days prior to termination.

Section 4. Responsibilities of CAMPO: CAMPO agrees to provide the following services relating to the MODEL:

- A. Provide project management for the MODEL through staff from CAMPO.
- B. Issue a Request for Proposal (“RFQ”) to procure consultant support (“Consultant”) for MODEL Development and ongoing MODEL Maintenance, Operation, and Update.
- C. Select and contract with a Consultant for MODEL Development, Maintenance, Operation, and Updating.
- D. To Develop, Operate, Maintain, Update, and to provide necessary staff time for the MODEL as it relates to COUNTY DATA. Maintenance and Operation standards and practices shall be consistent with applicable state and national standards and guidelines.
- E. Provide quarterly invoices to COUNTY for its share of CAMPO staff time and Consultant costs for MODEL Development, Operation, Maintenance, and Updating. COUNTY’s share of such costs will not include the area of COUNTY within the CAMPO region.
- F. Provide quarterly updates to COUNTY’s project manager regarding MODEL activities.

- G. To be responsible for all costs associated with the MODEL for all areas within the CAMPO region.

Section 5. Responsibilities of COUNTY: COUNTY agrees to perform the following:

- A. Select a project manager for COUNTY to facilitate MODEL Development and to collaborate with the Consultant and CAMPO's project manager concerning MODEL Development, Operation, Maintenance, and Updating.
- B. Participate in MODEL Development activities including but not limited to project coordination meetings, DATA collection and distribution, and presentations to boards and commissions.
- C. Participate in MODEL Updating activities including providing CAMPO COUNTY DATA and a summary of, and information related to, changes for DATA within the COUNTY on before June 30 each year.
- D. Reimburse CAMPO for Consultant costs and CAMPO staff time spent on Development of the MODEL as it relates to COUNTY TAZ geography not within the CAMPO region, in an amount not to exceed sixty-six thousand ninety-five and 00/100 dollars (\$66,095.00) as outlined in Attachment A.
- E. Reimburse CAMPO based upon time and materials for Consultant costs and CAMPO staff time spent for the Operation, Maintenance, and Updating of the MODEL within the portions of COUNTY not within the CAMPO region in an amount not to exceed twenty thousand and 00/100 dollars (\$20,000.00) per fiscal year (July 1 – June 30) based on the agreed upon tasks using the Task Authorization Form ("TOA") included as Attachment B.

Section 6. Services Performed Through TOAs: A TOA is not required for CAMPO or Consultant to perform services described in Sections 5.B and 5.D. However, all other work performed under this AGREEMENT by CAMPO must be authorized by a duly executed TOA. CAMPO and COUNTY mutually agree to utilize the TOA form, included as Attachment B, to assist in the authorization and tracking of tasks and costs associated with MODEL Operation, Maintenance, and Updating.

The Parties agree that a TOA is required whenever services to be performed under this AGREEMENT do not fall within Sections 5.B or 5.D. Further, the Parties agree that the COUNTY will not be responsible for reimbursing CAMPO for the cost of any services that required a TOA but were performed without a corresponding, executed TOA. The Parties also agree that no provision of this AGREEMENT, including but not limited to Section 4.D, should be construed to require CAMPO to perform any tasks associated with MODEL Operation, Maintenance, and Updating without a TOA or when CAMPO reasonably believes the cost to perform those tasks cannot or will not be reimbursed by COUNTY.

The Parties agree to utilize the following rules and procedures for all TOAs:

- A. COUNTY and CAMPO will confer and agree upon additional tasks associated with the MODEL to be completed. Each TOA must include a summary of each task and the estimated staff hours and costs for each task based on established Consultant and CAMPO staff rates.
- B. TOAs must be completed and duly executed prior to the start of any task or services.
- C. There is no limit to the number of TOAs that may be executed during a fiscal year.
- D. TOAs are not effective unless and until each of the following conditions are satisfied:
 1. The task reflected in each TOA must comply with the scope and intent of this AGREEMENT;
 2. The TOA shall be signed by the designated project managers for both CAMPO and COUNTY; and
 3. No TOA is approvable if it will cause the cumulative total of actual expenses from all TOAs executed during a fiscal year to exceed twenty thousand and 00/100 dollars (\$20,000.00). In the event that TOAs in a fiscal year exceed this threshold for any reason, the Parties may execute an Addendum or Amendment to this AGREEMENT to make a corresponding increase to the not to exceed amount for the material fiscal year. Such an Addendum or Amendment cannot be approved by the Parties' designated project managers; it must instead be approved by the Parties' governing bodies.

Section 7. Supervision of Services: CAMPO will supervise Consultant and will take input from the COUNTY regarding Consultant supervision into consideration. COUNTY's reimbursement responsibility for Consultant's services for COUNTY areas not included in CAMPO is set forth at Section 5.D, and COUNTY's reimbursement obligation for such services from Consultant shall not exceed the amount identified in Section 5.D without prior written and signed authorization from COUNTY's project manager.

Section 8. Billing and Payment: CAMPO shall bill COUNTY quarterly for services and expenses in accordance with this AGREEMENT. Payments by COUNTY are due within 45 days of the date of billing.

Section 9. Notices: All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been

duly given if delivered personally by hand, by telephonic facsimile 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 CAMPO:

Christopher Martinovich, PE
Transportation Manager
3505 Butti Way
Carson City, Nevada 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

FOR COUNTY:

Douglas County
Philip Ritger, Public Works Director
P.O. Box 218
Minden, Nevada 89423
Tel: (775) 783-6480

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

Section 10. Entire Agreement: This Agreement constitutes the entire agreement of the Parties and as such is intended as the 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 must 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 is binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

Section 11. Limited Liability; Indemnification: COUNTY shall indemnify and hold harmless CAMPO, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of COUNTY's officers, agents, and employees. CAMPO shall indemnify and hold harmless COUNTY, to the extent provided by law, from and against any and all liability arising out of the performance of services under this Agreement proximately caused by any act or omission of CAMPO's officers, agents, and employees. COUNTY and CAMPO do not waive and intend to assert any and all available NRS chapter 41 immunity in all cases. Contract liability of the Parties does not include punitive damages.

Section 12. Severability: If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of that provision will not be held to render any other provision or provisions of this Agreement unenforceable.

Section 13. Nevada Law; Jurisdiction: The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, either the First or Ninth Judicial District Court of the State of Nevada, depending on which venue is more appropriate given the facts and circumstances underlying any particular dispute.

Section 14. Ownership of Property: With the exception of DATA transferred between the Parties pursuant to the explicit terms of this AGREEMENT, all or any property presently owned by either Party will remain in such possession upon termination of this Agreement, and there will be no transfer of property or ownership interest between the Parties during the course of this Agreement.

Section 15. No Third-Party Beneficiary: It is specifically agreed between the Parties that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 16. Records: Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

Section 17. Public Records; Confidentiality: Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

Section 18. Separate Entities: The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and continues be a public agency separate and distinct from the other Party and, except as otherwise specifically provided herein, has the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

Section 19. Assignment: Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

Section 20. Authority to Sign: The Parties hereto represent and warrant that the person executing this Agreement on behalf of its respective 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.

Section 21. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

Section 22. Breach: 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 are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' fees and costs. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

Section 23. Force Majeure: 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, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2023.

CARSON AREA METROPOLITAN
PLANNING ORGANIZATION

DOUGLAS COUNTY, NEVADA
Board of County Commissioners

By: _____
Transportation Manager

By: _____
Chairman

Attest:

Clerk-Recorder

County Clerk

Approved as to Legality and Form:

Approved as to Legality and Form:

Deputy District Attorney

Deputy District Attorney



CAMPO and Douglas County TDM Enhancement and Validation

Task 1 - 5 Hours That will be Spent on Douglas County Modeling Items:

(Note: These hours are included in the overall Task 1 - 5 Budget Estimate, not in addition to. This table simply breaks down the portion of hours that will be spent on Douglas County modeling items as opposed to CAMPO modeling items.)

Staff Type	Principal Engineer II	Senior Engineer I	Project Engineer I	Engineer I	Senior GIS I	Project Coordinator	Task Hours	Caliper Corporation	Task Cost
Rate	\$ 260.00	\$ 215.00	\$ 190.00	\$ 165.00	\$ 215.00	\$ 135.00			
TASK 1 Project Management and Coordination	6	6	0	0	0	0	12	\$0.00	\$ 2,850.00
1.1 Meetings	6	6							
1.2 Coordination with Agency Partners									
TASK 2 Data Collection, Initial Model Updates, and Model Base Year	0	24	25	114	0	0	163	\$0.00	\$ 28,720.00
2.1 Compile Model Data and Traffic Counts		1	1	5					
2.2 Incorporate Douglas County into CAMPO TDM		20	20	88					
2.3 Update TAZs		1		6					
2.4 Update Base Year TDM Scenario to 2022 Conditions		2	4	15					
TASK 3 Model Functionality	0	2	4	10	0	0	16	\$23,125.00	\$ 25,965.00
3.1 Code Modernization and Conversion to Flowchart Menu								\$10,000.00	
3.2 Update Trip Generation Model								\$5,625.00	
3.3 Add Truck Model								\$2,500.00	
3.4 Mode Choice Enhancements								\$3,750.00	
3.5 Scenario Planning Improvements								\$1,250.00	
3.6 General Improvements and Recommendations		2	4	10					
TASK 4 Model Validation, Scenario Testing, and Future Year Scenarios	0	8	4	26	0	2	40	\$0.00	\$ 7,040.00
4.1 Validate Updated Base Year		2		8					
4.2 Develop Future Year Scenarios		2		8					
4.3 Model Documentation, Recommendations, and Testing		4	4	10		2			
TASK 5 Model Data GIS Tools and Training	0	4	0	4	0	0	8	\$0.00	\$ 1,520.00
5.1 Open GIS Interface Tool									
5.2 Training		4		4					
Douglas County Tasks 1 - 5 Subtotals (Hours)	6	44	33	154	0	2	239		
Douglas County Tasks 1 - 5 Subtotals (Cost)	\$ 1,560.00	\$ 9,460.00	\$ 6,270.00	\$ 25,410.00	\$ -	\$ 270.00		\$ 23,125.00	
Douglas County Total (Tasks 1 - 5) (Note: Included in Overall Total)									\$ 66,095.00



ATTACHMENT B

TASK ORDER AUTHORIZATION (TOA)

Task Number: _____

Task Name: _____

Date Received: _____

CONTACT INFORMATION:

COUNTY Contact: _____ Phone: _____

Email: _____

DESCRIPTION OF WORK: (Enter here. CAMPO will include the fee and rate summary as an attachment for cost backup) Additional backup materials is attached to this TOA.

Task / Sub-task:	Description:	Cost (\$):

TOTAL COST: _____

This TOA must be authorized by a duly executed by both CAMPO and COUNTY prior to the start of work consistent with the Interlocal Agreement for Travel Demand Modeling. Upon authorization, a scanned version will be emailed to both CAMPO and COUNTY project managers.

ACCEPTED AND AGREED:

By COUNTY: _____
Signed

Date: _____

Printed Name

By CAMPO: _____
Signed

Date: _____

Printed Name





STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Kelly Norman, Transportation Planner

Agenda Title: For Possible Action – Discussion and possible action regarding Contract 23300193 (“Contract”) for Wood Rodgers, Inc. (“Wood Rodgers”) to perform professional services for the CAMPO and Douglas County Travel Demand Model Enhancement and Validation Project (“Project”) with a not to exceed amount of \$219,920.

Staff Summary: The Project is to update the CAMPO Travel Demand Model (“Model”) and incorporate the portions of Douglas County, outside of the CAMPO region, into the Model. Through the Contract, Wood Rodgers will research, develop, calibrate, and validate the Model, including reviewing and incorporating Douglas County’s existing model and data into the Model. The Project’s not to exceed amount of \$219,920 includes \$113,825 for updating the CAMPO Model, \$66,095 for the development of the Douglas County Model, and up to \$40,000 for ongoing and periodic operation, maintenance, and update as requested by CAMPO. The Project is anticipated to take approximately 12 months to complete.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the contract as presented.

Background/Issues & Analysis

CAMPO is responsible for transportation planning in the Carson Urbanized Area, including Carson City, Northern Douglas County, and Western Lyon County. The Project’s scope includes incorporating Douglas County’s existing travel demand model and related data into the Model. Douglas County’s contributions to Project costs would be governed by a separate interlocal agreement.

The Model currently uses TransCAD 7.0 with a current base year of 2020. The current Model was last updated in April 2020 and is divided into 143 traffic analysis zones (“TAZ”) with a total of 22,683 households and an estimated total employment of 28,255. The major highways in the model area are I-580, US50, and US395. Carson City is served by Jump Around Carson transit service which is also a component of the Model.

Douglas County’s travel demand model was last updated in 2017 in TransCAD with a base year of 2014 and using seven gateways representing major roadways in and out of Douglas County and Carson City. The combined Douglas County and Carson City Model is anticipated to have 324 internal TAZ and seven external TAZ’s for travel demand forecasting. The major highways or external gateways in the combined Model are I-580, US50, US395, and HWY 88.

The Project will include a background review of the latest available census information, TAZ updates, base year scenario updates, calibration, validation, and development of future year scenarios. Combining the Douglas County model with the Model will create a single regional Model to enhance transportation planning activities between the two agencies.

A Request for Qualifications was published in the Reno Gazette Journal and on Carson City’s website on September 8, 2022. Four proposals were received. The Review and Selection Committee selected Wood Rodgers to recommend to CAMPO. The Project will be managed by CAMPO staff. If approved, the Model update is expected to be completed over a 12-month period.

Applicable Statute, Code, Policy, Rule, or Regulation

23 CFR 450.308; NRS 332.115(1)(b); June 18, 2020 Interlocal Cooperative Agreement between the City, CAMPO, and RTC

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project # G302823001; CAMPO Fund, CAMPO Grants / 2453028-501210;

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

If approved, Project # G302823001 will decrease by \$219,920. The fiscal impact associated with this item is to procure professional services to complete the Project. Funding for the Contract is budgeted in CAMPO’s Unified Planning Work Program (“UPWP”), Task 4.0 Transportation Performance Management, which is reimbursable with Federal Consolidated Planning Grant (“CPG”) funds at a rate of 95% (Exhibit 2). The 5% local match has been budgeted within CAMPO’s approved UPWP for Fiscal Years 2023 & 2024. Additional funding is planned to be provided by Douglas County through an interlocal agreement in a not to exceed amount of \$66,095 for initial development of the Model for areas outside the CAMPO region, and an annual not to exceed amount of \$20,000 for ongoing Model operation, maintenance, and update.

Alternatives

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

Supporting Material

-Exhibit-1: Draft Contract No. 23300193

-Exhibit-2: CAMPO’s Unified Planning Work Program Cost/Funding Summary Table

Board Action Taken:

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

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

THIS CONTRACT is made and entered into this 11th day of January 2023, by and between the Carson Area Metropolitan Planning Organization for Carson City, hereinafter referred to as “**CITY**”, and Wood Rodgers, Inc., hereinafter referred to as “**CONSULTANT**”.

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “NRS”) 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve) (does not involve) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT’S compensation under this agreement (does) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 23300193** (hereinafter referred to as “Contract”) are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson Area Metropolitan Planning Organization, all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the “SERVICES”.

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

Title: CAMPO & Douglas County Travel Demand Model Enhancement and Validation

statement shall be executed by **CONSULTANT** or subcontractor or by an authorized officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONSULTANT** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period.** The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work:

- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

**Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation**

(6) The actual per diem, wages and benefits paid to the worker;
and

(b) An additional accurate record showing, for each worker employed by the consultant or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

2.7.3.3.2 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONSULTANT**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 PREFERENTIAL EMPLOYMENT: Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

Title: CAMPO & Douglas County Travel Demand Model Enhancement and Validation

Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONSULTANT** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on January 16, 2023, subject to Carson Area Metropolitan Planning Organization approval (anticipated to be January 11, 2023) and ends on June 30, 2024, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic 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 specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Bryan Gant, Principal
Wood Rodgers, Inc.
3301 C Street Building 100-B
Sacramento, CA 95816
775-225-3184
bgant@woodrogers.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Two Hundred Nineteen Thousand Nine Hundred Twenty Dollars and 00/100 (\$219,920.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Transportation Department, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 The **CONSULTANT** further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

Title: CAMPO & Douglas County Travel Demand Model Enhancement and Validation

requirements specified in this Contract or within any granted extension of those time requirements; or

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

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

Title: CAMPO & Douglas County Travel Demand Model Enhancement and Validation

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance Section 19 (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

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

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

Title: CAMPO & Douglas County Travel Demand Model Enhancement and Validation

defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in **Subsection 11.5** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. **INDEPENDENT CONTRACTOR:**

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

Title: CAMPO & Douglas County Travel Demand Model Enhancement and Validation

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

13.21.1 *Minimum Limit required:*

13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.

13.22 **PROFESSIONAL LIABILITY INSURANCE**

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 23300193

**Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation**

- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONSULTANT** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Consultant pursuant to this Contract. Consultant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE:

- 14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract 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.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

- 22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.
- 22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 22.1.4 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations (including but not limited to DOT Order 1050.2A), and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).
- 22.1.6 The **CONSULTANT**, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CONSULTANT** shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of DOT-assisted contracts. Failure by the **CONSULTANT** to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the **CONSULTANT** from future bidding as non-responsible.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson Area Metropolitan Planning Organization and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

respective parties hereto and approved by the Carson Area Metropolitan Planning Organization. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CARSON CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT
**CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Project# G302823001
Account: 2453028-501210

By: _____

Dated _____

PROJECT CONTACT PERSON:

Kelly Norman, Transportation Planner/ Analyst
Telephone: 775-283-7525

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT

BY: Bryan Gant

TITLE: Principal

FIRM: Wood Rodgers, Inc.

CARSON CITY BUSINESS LICENSE #: BL-003476

Address: 3301 C Street Building 100-B

City: Sacramento **State:** CA **Zip Code:** 95816

Telephone: 775-225-3184

E-mail Address: bgant@woodrogers.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT
Contract No. 23300193
Title: CAMPO & Douglas County Travel Demand Model
Enhancement and Validation

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson Area Metropolitan Planning Organization for Carson City, Nevada at their publicly noticed meeting of January 11, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300193**. Further, authorizes the Chairperson of the Carson Area Metropolitan Planning Organization for Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 11th day of January 2023.

ATTEST:

WILLIAM "SCOTT" HOEN, CLERK-RECORDER

DATED this 11th day of January 2023.

CAMPO & Douglas County Travel Demand Model Scope of Work

Task 1 - Project Management and Coordination

- Monitor schedules, prepare progress reports, invoices, billing.
- **Task 1.1 - Meetings**
 - Form a Model Development Team (MDT) that consists of Wood Rodgers, Caliper, CAMPO, and Douglas County staff to help guide the model update process.
 - Schedule up to six (6) regular bi-monthly virtual meetings with the MDT to review progress, tasks, and milestones.
 - Attend up to six (6) regular virtual coordination meetings with CAMPO.
 - Attend one (1) Board Meeting and make a presentation.
- **Task 1.2 - Coordination with Agency Partners**
 - Coordination with other CAMPO agency partners, Douglas County, Lyon County, Regional Transportation Commission (RTC) Washoe, Tahoe Regional Planning Agency (TRPA), and Nevada Department of Transportation (NDOT).
 - Obtain latest versions of neighboring models and/or forecasts to ensure consistency at CAMPO & Douglas County TDM gateways.
 - Schedule up to 4 meetings / phone conferences with agency partners in order to get input from their TDM experts.
- **Deliverable:** Monthly invoices and progress reports, meeting agendas and meeting notes.

Task 2 - Data Collection, Initial Model Updates, and Model Base Year

- **Task 2.1 - Compile Model Data and Traffic Counts**
 - CAMPO and Douglas County Model Background and Review.
 - Traffic counts will be obtained from Traffic Records Information Access (TRINA), staff counts, Replica, INRIX data available through CAMPO/NDOT, and/or other sources. Traffic counts in stored in the CAMPO TDM will be updated.
- **Task 2.2 - Incorporate Douglas County into CAMPO TDM**
 - Douglas County/Carson City TDM model incorporation into CAMPO's TDM before updates and scenarios.
 - A preliminary updated TDM will be developed that incorporates all Douglas County TAZs and roadways utilizing current Douglas County/Carson City TDM inputs as placeholders for the new areas.
 - Maintain ability to separate Carson City, Lyon County, Douglas County, and CAMPO boundaries within the model.
 - All TAZs and roadway links will have a new "Jurisdiction" attribute or equivalent so that data can be quickly summarized by jurisdiction.

- **Task 2.3 - Update TAZs**
 - Update Traffic Analysis Zones to remain consistent with latest census tracts, roadway network and land use type. Will review urban and rural boundaries if available as well.
 - TAZs will be split or added as necessary to be consistent with other planning areas and to ensure accurate distribution of trips onto the network.
 - **Interim Deliverable:** Draft and Final Updated TAZ layer in GIS.
- **Task 2.4 - Update Base Year TDM Scenario to 2022 Conditions**
 - Update population with current census data. Latest available population data for the model area will be compiled from best available sources (Demographer, Census, etc.). Population inputs for the full model area will be validated and updated as necessary.
 - Note: A new household travel survey is not anticipated.
 - Update land use and assumptions based on best available data provided by each agency and aerial review.
 - **Interim Deliverable:** Draft and Final Updated Carson City and Douglas County existing land uses as a GIS layer and/or Excel spreadsheet with corresponding PDF map.
 - Update highway network based on provided street centerline data and aerial review.
 - Update existing transit network in the model and add Douglas County transit routes as appropriate.
 - Note: No additional transit modeling functionality will be added. This will simply update what is in the model to reflect current conditions.
 - Update gateway traffic volumes based on counts and data from neighboring agencies.

Task 3 – Model Functionality

- **Task 3.1 - Code Modernization and Conversion to Flowchart Menu**
 - Code modernization, including rewriting the model using the latest GISDK script, optimizing the code, and making the model compatible with TransCAD 9.
 - Migrate the model to standard Flowchart and Integrated Menu System.
- **Task 3.2 - Update Trip Generation Model**
 - Review and make recommendations for updated trip generation model.
 - Refine peak hour trip generation to match observed volumes.
 - Explore the possibility of linking Non-Home Based (NHB) trips to Home-Based trips to provide more accuracy.
 - Explore splitting NHB purpose into separate NHB Work and Other purposes.
 - Includes preparing and providing Location Based Services data as needed.
 - Review Time of Day within model and recommend possible changes.

- Wood Rodgers and Caliper will look into adding additional granularity to the peak time periods, if feasible.
- **Task 3.3 - Add Truck Model**
 - Review how the model currently handles truck traffic. Look into adding trucks and other vehicular modes of travel to the model. Enhance model outputs regarding truck traffic.
- **Task 3.4 - Mode Choice Enhancements**
 - Consideration of any other modes appropriate for CAMPO. Will provide some mode choice enhancements and calibrate to MPO-provided shares.
- **Task 3.5 - Scenario Planning Improvements**
 - Add scenario planning toolbox functionality to the model menus.
- **Task 3.6 - General Improvements and Recommendations**
 - Review area types in the model and update as necessary.
 - Review external and pass-through trips
 - Review and make recommendations for trip distribution.
 - Model origins and destinations will be checked and calibrated against best available data, which could include Replica, TransGeography, or other sources.
 - Review mode choice model and recommend future mode choice update possibly including additional modeling of pedestrian, bicycle, and transit travel.
 - Note: Multimodal (pedestrians, bikes, transit) mode choice update will not be implemented with this project. Only recommendations for a potential future update will be made.

Task 4 – Model Validation, Scenario Testing, and Future Year Scenarios

- **Task 4.1 - Validate Updated Base Year**
 - Validate updated base year model volumes against current traffic counts at screen lines and key model locations.
 - Validation targets and methodology consistent with industry standard NDOT and NCHRP standards will be used.
 - **Interim Deliverable:** Draft and Final Screen Line and Key Model Locations
 - **Interim Deliverable:** Draft and Final Model Validation Memo
- **Task 4.2 - Develop Future Year Scenarios**
 - Future land use forecasts will be developed using a combination of foreseeable pending and approved projects, historical growth rates, and forecasts from other sources. Future roadway networks will be developed using lists of planned roadway projects.
 - Future year scenarios will include:
 - 2030 Constrained
 - 2030 Unconstrained
 - 2050 Constrained

- 2050 Unconstrained
- **Interim Deliverable:** Draft and Final Updated Carson City and Douglas County future land uses as a GIS layer and/or Excel spreadsheet with corresponding PDF map.
- **Task 4.3 - Model Documentation, Recommendations, and Testing**
 - Prepare recommendations on how to evaluate recommended emission data to include in the model, based on latest IIJA (Infrastructure Investment and Jobs Act) and possible future MPO emissions regulations.
 - Note: Emissions modeling update will not be implemented with this project. Only recommendations for a potential future update will be made.
 - Test future year scenarios and compare forecasts to neighboring models and prior forecasts.
 - Maintain Model Development Report to be submitted at the end of the project.
 - **Interim Deliverable:** Draft Working Technical Memorandum and Model User's Guide

Task 5 – Model Data GIS Tools and Training

- **Task 5.1 - Open GIS Interface Tool**
 - Create an Open GIS Interface Tool that can host model inputs and outputs, including loaded networks and loaded TAZs.
 - Look into ability to output model data layers from the Open GIS Interface Tool as features that could be edited in ArcMap or similar software for Custom Scenario planning.
 - Prepare Open GIS Interface Tool user guide tooltips.
- **Task 5.2 - Training**
 - Host one (1) webinar style training course that goes over the model updates, how the model functions, and how to use the new Open GIS Interface Tool.
- **Final Deliverables for Tasks 1 - 5:**
 1. Final updated TDM model and associated files
 2. Final cleaned electronic database of processed surveys and calibration/validation targets
 3. Working Technical Memorandum documenting the completion of each task, including:
 - a. Data
 - b. Procedures
 - c. Functionality
 - d. Results
 - e. Final model procedures
 - f. Reporting outputs
 - g. Required recommendations from each task

Note: It is assumed this Working Technical Memorandum will be maintained throughout the project and turned into the Model Development Report at the end of the project.

4. Model Development Report
5. Model User's Guide
6. Open GIS Interface Tool

Anticipated Final Deliverable Date: December 2023

OPTIONAL Task 6 – As-Needed Modeling Support

- **Task 6.1 – CAMPO Travel Demand Modeling Services**
 - Support CAMPO staff in completion of the following services on an as-needed basis:
 - Run modeling scenarios and prepare data.
 - Maintain the CAMPO & Douglas County TDM and Open GIS Interface Tool.
 - Minor updates and validation of the TDM.
 - Coordination and meetings.
 - Prepare modeling figures and exhibits.
 - Provide model files and data as requested.
 - General modeling support tasks.
- Optional tasks executed upon written authorization only.



CAMPO and Douglas County TDM Enhancement and Validation

Project Budget

Staff Type	Principal Engineer II	Senior Engineer I	Project Engineer I	Engineer I	Senior GIS I	Project Coordinator	Task Hours	Caliper Corporation	Task Cost
Rate	\$ 260.00	\$ 215.00	\$ 190.00	\$ 165.00	\$ 215.00	\$ 135.00			
TASK 1 Project Management and Coordination	24	30	2	6	0	0	62	\$0.00	\$ 14,060.00
1.1 Meetings	16	22	2	4					
1.2 Coordination with Agency Partners	8	8		2					
TASK 2 Data Collection, Initial Model Updates, and Model Base Year	0	34	40	190	0	0	264	\$0.00	\$ 46,260.00
2.1 Compile Model Data and Traffic Counts		2	4	18					
2.2 Incorporate Douglas County into CAMPO TDM		20	20	88					
2.3 Update TAZs		4		24					
2.4 Update Base Year TDM Scenario to 2022 Conditions		8	16	60					
TASK 3 Model Functionality	0	8	16	40	0	0	64	\$65,000.00	\$ 76,360.00
3.1 Code Modernization and Conversion to Flowchart Menu								\$25,000.00	
3.2 Update Trip Generation Model								\$22,500.00	
3.3 Add Truck Model								\$5,000.00	
3.4 Mode Choice Enhancements								\$7,500.00	
3.5 Scenario Planning Improvements								\$5,000.00	
3.6 General Improvements and Recommendations		8	16	40					
TASK 4 Model Validation, Scenario Testing, and Future Year Scenarios	0	32	16	104	0	8	160	\$0.00	\$ 28,160.00
4.1 Validate Updated Base Year		8		32					
4.2 Develop Future Year Scenarios		8		32					
4.3 Model Documentation, Recommendations, and Testing		16	16	40		8			
TASK 5 Model Data GIS Tools and Training	0	24	0	8	40	0	72	\$0.00	\$ 15,080.00
5.1 Open GIS Interface Tool		16			40				
5.2 Training		8		8					
Tasks 1 - 5 Subtotals (Hours)	24	128	74	348	40	8	622		
Tasks 1 - 5 Subtotals (Cost)	\$ 6,240.00	\$ 27,520.00	\$ 14,060.00	\$ 57,420.00	\$ 8,600.00	\$ 1,080.00		\$ 65,000.00	
Overall Total (Tasks 1 - 5)									\$ 179,920.00



CAMPO and Douglas County TDM Enhancement and Validation

Project Budget - Optional Task

Staff Type	Principal Engineer II	Senior Engineer I	Project Engineer I	Engineer I	Senior GIS I	Project Coordinator	Task Hours	Caliper Corporation	Task Cost
Rate	\$ 260.00	\$ 215.00	\$ 190.00	\$ 165.00	\$ 215.00	\$ 135.00			
OPTIONAL TASK 6 As-Needed Modeling Support*	As-Needed	As-Needed	As-Needed	As-Needed	As-Needed	As-Needed	As-Needed	\$0.00	up to \$ 40,000.00
6.1 CAMPO Travel Demand Modeling Services	As-Needed	As-Needed	As-Needed	As-Needed	As-Needed	As-Needed	As-Needed		

*Note: Optional tasks executed upon written authorization only.



CAMPO and Douglas County TDM Enhancement and Validation

Task 1 - 5 Hours That will be Spent on Douglas County Modeling Items:

(Note: These hours are included in the overall Task 1 - 5 Budget Estimate, not in addition to. This table simply breaks down the portion of hours that will be spent on Douglas County modeling items as opposed to CAMPO modeling items.)

Staff Type	Principal Engineer II	Senior Engineer I	Project Engineer I	Engineer I	Senior GIS I	Project Coordinator	Task Hours	Caliper Corporation	Task Cost
Rate	\$ 260.00	\$ 215.00	\$ 190.00	\$ 165.00	\$ 215.00	\$ 135.00			
TASK 1 Project Management and Coordination	6	6	0	0	0	0	12	\$0.00	\$ 2,850.00
1.1 Meetings	6	6							
1.2 Coordination with Agency Partners									
TASK 2 Data Collection, Initial Model Updates, and Model Base Year	0	24	25	114	0	0	163	\$0.00	\$ 28,720.00
2.1 Compile Model Data and Traffic Counts		1	1	5					
2.2 Incorporate Douglas County into CAMPO TDM		20	20	88					
2.3 Update TAZs		1		6					
2.4 Update Base Year TDM Scenario to 2022 Conditions		2	4	15					
TASK 3 Model Functionality	0	2	4	10	0	0	16	\$23,125.00	\$ 25,965.00
3.1 Code Modernization and Conversion to Flowchart Menu								\$10,000.00	
3.2 Update Trip Generation Model								\$5,625.00	
3.3 Add Truck Model								\$2,500.00	
3.4 Mode Choice Enhancements								\$3,750.00	
3.5 Scenario Planning Improvements								\$1,250.00	
3.6 General Improvements and Recommendations		2	4	10					
TASK 4 Model Validation, Scenario Testing, and Future Year Scenarios	0	8	4	26	0	2	40	\$0.00	\$ 7,040.00
4.1 Validate Updated Base Year		2		8					
4.2 Develop Future Year Scenarios		2		8					
4.3 Model Documentation, Recommendations, and Testing		4	4	10		2			
TASK 5 Model Data GIS Tools and Training	0	4	0	4	0	0	8	\$0.00	\$ 1,520.00
5.1 Open GIS Interface Tool									
5.2 Training		4		4					
Douglas County Tasks 1 - 5 Subtotals (Hours)	6	44	33	154	0	2	239		
Douglas County Tasks 1 - 5 Subtotals (Cost)	\$ 1,560.00	\$ 9,460.00	\$ 6,270.00	\$ 25,410.00	\$ -	\$ 270.00		\$ 23,125.00	
Douglas County Total (Tasks 1 - 5) (Note: Included in Overall Total)									\$ 66,095.00

Additional Federal Funding Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. The Consultant and any subconsultants shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws including without limitation, 49 CFR, Part 27 (American Disabilities Act); the Civil Rights Act of 1964, as amended by the Rehabilitation Act of 1973; and DOT Order 1050.2A.
2. The Consultant shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
3. The Consultant agrees to complete and sign- "AFFIDAVIT REQUIRED UNDER SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT," RSOQ Exhibit C - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.
4. 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. It is expressly understood that the duly authorized representatives of the CITY, Nevada Department of Transportation and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and charges of the Consultant whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.
5. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City (reference 49 CFR 26). Failure of the Consultant to carry out the requirements of 49 CFR 26 is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the contracting agency deems appropriate. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

6. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of City-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement. In event of such a breach, the City may:
 - a. Withhold progress payments or a portion thereof;
 - b. Assess sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Consultant from future bidding as non-responsible.

7. The Consultant must disclose in writing any existing or potential conflict of interest relative to the performance of this Contract. Any such relationship that might be perceived or represented as a conflict must be disclosed. By signing this Contract, the Consultant affirms that it has not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this Contract.

Federal Language to be Included in all Sub-Contract Agreements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

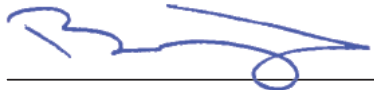
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bryan Gant, PE

Name (please type or print)



Signature

Principal

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP- DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF Nevada

} SS

COUNTY OF

I, Bryan Gant, PE (Name of party signing this affidavit and the Proposal Form) Principal (title).

being duly sworn do depose and say: That Wood Rodgers, Inc. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Principal

Title

Sworn to before me this 26th day of September, 20 22

(SEAL)

Notary Public, Judge or other Official

Conflict of Interest Disclosure Form

Date: 9-26-2022

Project: CAMPO and Douglas County Travel Demand Model Enhancement & Validation

Title: Principal

Name: Bryan Gant, PE

Position: Partner

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

- I have no conflict of interest to report.

- I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: 9-26-2022

Unique Entity ID

Contractors and sub-contractors need to have a Unique ID (12-character alphanumeric ID assigned to an entity by [SAM.gov](https://sam.gov)) for ease of verification they are not debarred from working on projects with federal funding. SAM registration must be completed and valid to execute the Contract. This is in addition to assuring they are properly licensed by the Nevada State Contractor's Board.

UEI Number: GJ1GLP7M9L7



WOOD RODGERS INC

Unique Entity ID GJ1GLP7M9L73	CAGE / NCAGE 55UV4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Sep 20, 2023	
Physical Address 1361 Corporate BLVD Reno, Nevada 89502-7102 United States	Mailing Address 1361 Corporate BLVD Reno, Nevada 89502-7102 United States	

Business Information

Doing Business as (blank)	Division Name Wood Rodgers, Inc.	Division Number (blank)
Congressional District Nevada 02	State / Country of Incorporation California / United States	URL www.woodrodgers.com

Registration Dates

Activation Date Sep 22, 2022	Submission Date Sep 20, 2022	Initial Registration Date Aug 11, 2008
----------------------------------------	----------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Mar 1, 1997	Fiscal Year End Close Date Dec 31
-----------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
-------------------------------------------	-------------------------------------


EFT Indicator 0000	CAGE Code 55UV4
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Points of Contact**Electronic Business**

 TINA COOPER, Marketing Director	3301 C STREET, Building 100-B Sacramento, California 95816 United States
---------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------

AMBER HARMON, Sr. Marketing Coordinator	1361 Corporate BLVD Reno, Nevada 89502 United States
-----------------------------------------	------------------------------------------------------------

Government Business

 TINA COOPER, Marketing Director	3301 C. STREET, Building 100-B Sacramento, California 95816 United States
---------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

AMBER HARMON, Sr. Marketing Coordinator	1361 Corporate BLVD. Reno, Nevada 89502 United States
-----------------------------------------	-------------------------------------------------------------

Past Performance

 Andrew Durlinb	1361 Corporate BLVD Reno, Nevada 89502 United States
------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

AMBER HARMON, Sr. Marketing Coordinator	1361 Corporate BLVD Reno, Nevada 89502 United States
-----------------------------------------	------------------------------------------------------------

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237210	Land Subdivision
	541320	Landscape Architectural Services
	541340	Drafting Services
	541350	Building Inspection Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541380	Testing Laboratories
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services

Disaster Response

This entity does not appear in the disaster response registry.

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Table 5.1 CAMPO FY 2023 and FY 2024 UPWP Cost/Funding Summary

Work Element	Activity				Funding Breakdown, Overall FY 23 & FY 24		
	#	Description	Milestones (Excludes Ongoing/Recurring Milestones)	Estimated Completion Date	FY 2023	FY 2024	Total Cost
1.0 MPO Administration	1.1	MPO Administration and Work Program Oversight			\$112,500	\$112,500	\$225,000
	1.2	Unified Planning Work Program Oversight and Development	FY 2024/ FY 2025 Monetary Agreements	May 2023; May 2024			
			FY 2025-2026 UPWP (Draft/ Final)	May 2024			
	1.3	Transportation Improvement Program (TIP) Administration	FFY 2023-2026 TIP	January 2023			
Annual Federal Obligations Report			December 2022; December 2023				
1.4	Professional Development						
2.0 Outreach and Engagement	2.1	MPO Representation			\$62,000	\$32,000	\$94,000
	2.2	Public Participation	CAMPO's Public Participation Plan (PPP) Update	December 2022			
	2.3	Regional Transit Coordination and Engagement	Transit Rider Survey	June 2023			
			Transit Non-Rider Survey	June 2024			
2.4	Regional Consistency Review*						
3.0 Multimodal Planning	3.1	2050 Regional Transportation Plan (RTP)			\$120,000	\$75,000	\$195,000
	3.2	Transit Planning	JAC ADA Paratransit Eligibility Process	June 2024			
			JAC Fixed-Route Policy	June 2024			
			JAC Title VI Program Update	September 2022			
			CAMPO DBE Program Update	September 2022			
	3.3	ITS Planning*	Annual JAC Monitoring Report	March 2023; March 2024			
			Carson Area Transportation System Management Plan	June 2023			
	3.4	Active Transportation Planning	Review of local ordinances related to e-scooter/e-bicycles	January 2023			
Complete Streets Design Guide and Toolbox			October 2023				
Updated CAMPO Bicycle Route Map			June 2023				
3.5	Updates to Supporting Regional Planning Documents						
4.0 Transportation Performance and Asset Management	4.1	Performance Measure Implementation and Management	Safety Performance Measure Targets	February 2023; February 2024			
			Public Transit Agency Safety Targets	December 2022; December 2023			
			Transit Asset Management Targets	October 2022; October 2023			
			Supporting NDOT's CMAQ Targets	October 2022; October 2023			
	4.2	Maintain Travel Demand Model*	2023 TDM Update	June 2023			
	4.3	Data Management, Collection, and Performance Measurement	Annual CAMPO Monitoring Report	September 2022; September 2023			
	4.4	Maintain Pavement Management System	Completed pavement survey for Lyon/Douglas County	June 2023			
			Annual performance reporting of pavement condition	July 2022; July 2023			
4.5	Non-Motorized Asset Management	Expanded ADA inventory of narrowness barriers and ADA Transition Plan Amendment	June 2024				
4.6	Transit Asset Management	FFY 2023-2026 JAC Transit Asset Management Plan	October 2022				
5.0 Street and Corridor Planning**	5.1	Corridor Studies	Participation and support for NDOT corridor planning documents	June 2023	\$31,000	\$10,000	\$41,000
	5.2	Infrastructure Sustainability	Assessment of and maps showing soil conditions within CAMPO region	June 2023			
Total UPWP CPG/Local					\$585,500	\$391,500	\$977,000
Total Other Federal/Local**					\$0	\$0	\$0
Total 2-Year UPWP					\$585,500	\$391,500	\$977,000

*Consultant involvement is expected

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STAFF REPORT

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

Meeting Date: January 11, 2023

Staff Contact: Alex Cruz, Transit Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding the Federal Fiscal Year (“FFY”) 2023-2025 Title VI Program for CAMPO and the Jump Around Carson (“JAC”) transit system (“Program”).

Staff Summary: As required by the Federal Transit Administration (“FTA”), staff has prepared an update to the Program. The Program document must be updated every three years and affirms that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” CAMPO and JAC continue to be in compliance with the Program.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the Federal Fiscal Year 2023-2025 Title VI Program.

Background/Issues & Analysis

CAMPO provides funding for the operation of the JAC transit system, which includes fixed route and paratransit services for the Carson City area. As a condition of receiving FTA financial assistance from the U.S. Department of Transportation (“USDOT”) to operate these services, transit agencies must ensure their programs, policies, and activities comply with USDOT’s Title VI regulations. The Program was developed to guide CAMPO in its administration and management of Title VI related activities, and details how CAMPO meets the requirements under 49 CFR part 21.

CAMPO is committed to ensuring that no person on the basis of race, color, or national origin will be excluded from participation or subjected to discrimination in the level and quality of transit services or related benefits provided by CAMPO’s employees, affiliates, and contractors.

The Program document attached goes through the Title VI requirements and provides a response from CAMPO staff on how CAMPO and JAC are meeting those requirements. In preparing the FFY 2023-2025 Program document, staff have determined that CAMPO and JAC continue to be in compliance with Title VI requirements.

The most significant updates to the Program documents include the following:

- Incorporation of CAMPO’s revised Public Participation Plan, which was updated and approved by the CAMPO Board in August 2019.

- Incorporation of an updated Language Assistance Plan (“LAP”), that includes data from the 2019 American Community Survey Block Group 5-Year estimates. Several community organizations, transit staff members, and private citizens provided input for the LAP.
- Incorporation of a revised Service Availability Measure, which utilizes City parcel data to determine what percent of dwelling units within Carson City are within a ¾-mile distance from a bus stop. Based on the measure, 88.8% of Carson City dwelling units are within the ¾-mile service area, which exceeds CAMPO’s previous goal of 75%.

The plan was last updated and approved by CAMPO in January 2020. The Program document was posted on CAMPO’s website for a 30-day period which closes January 10, 2023. Any public comments received will be presented to CAMPO as late material.

Applicable Statute, Code, Policy, Rule or Regulation

49 CFR part 21

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: There are no fiscal impacts associated with the development of the Title VI Program. The Title VI Program update is a requirement for all direct recipients of FTA funding and is funded through CAMPO’s Unified Planning Work Program.

Supporting Material

-Exhibit-1: Federal Fiscal Year 2023-2025 Title VI Program

Board Action Taken:

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

(Vote Recorded By)



Title VI Program for Jump Around Carson

Federal Fiscal Year 2023-2025



TABLE OF CONTENTS

1 Title VI Program Overview 1

1.1 Plan Statement and Objectives 1

1.2 Policy..... 1

1.3 Objectives..... 1

2 Title VI Requirements & Responses..... 2

2.1 General Reporting Requirements 2

2.1.1 Requirement to provide Title VI assurances 2

2.1.2 Requirement to prepare and submit a Title VI Program 3

2.1.3 Requirement to notify beneficiaries of protection under Title VI..... 3

2.1.4 Requirement to develop Title VI complaint procedures and
complaint form..... 3

2.1.5 Requirement to record and report transit-related Title VI
investigations, complaints, and lawsuits 3

2.1.6 Requirement to promote inclusive public participation 4

2.1.7 Requirement to provide meaningful access to LEP persons 5

2.1.8 Requirement to encourage minority representation on planning
and advisory bodies 5

2.1.9 Requirement to provide assistance to subrecipients..... 5

2.1.10 Requirement to monitor subrecipients 6

2.1.11 Requirement relating to determination of site or location of facilities..... 6-7

2.1.12 Requirement to provide additional information upon request..... 8

2.2 Requirements for Fixed Route Transit Providers..... 8

2.2.1 Requirement to set system-wide service standards and policies..... 8-9

Attachment A – Physical and Website Documentation

JAC Website Documentation A-1

JAC Administrative Office Public Notice..... A-2

Attachment B – Complaint Procedures and Forms

List of Transit-Related Title VI Investigations, Complaints, and Lawsuits B-1

Title VI Complaint Procedures (English)..... B-2

Title VI Complaint Form (English)..... B-3

Title VI Complaint Procedures (Spanish) B-5

Title VI Complaint Form (Spanish) B-6

Attachment C – CAMPO’s Public Participation Plan

Public Participation Plan C-1

Attachment D – Language Assistance Plan

Improving Access for Persons Identified as Limited English Proficient D-1

Appendix A – JAC Service Area Map D-14

Appendix B – (1-4) Limited English Proficient Household Maps D-15

Attachment E – System-wide Service Standards & Policies

System-Wide Service Standards E-3

Figure 1 – Dwelling Units within Three-Quarter Mile of JAC Bus Routes..... E-7

System-Wide Service Policies..... E-8

1. TITLE VI PROGRAM OVERVIEW

1.1 PLAN STATEMENT AND OBJECTIVES

The Carson Area Metropolitan Planning Organization (CAMPO) provides funding for operation of the Jump Around Carson (JAC) transit system, which includes fixed route and paratransit services for the Carson City area. As a condition of receiving Federal Transit Administration (FTA) financial assistance from the U.S. Department of Transportation (USDOT) to operate these services, transit agencies must ensure their programs, policies, and activities comply with USDOT's Title VI regulations. The following program was developed to guide CAMPO in its administration and management of Title VI-related activities, and details how CAMPO and JAC meet the requirements under Title 49 CFR part 21. FTA Circular 4702.1B, was consulted to ensure compliance with USDOT's Title VI regulations.

Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

1.2 POLICY

CAMPO is committed to ensuring no person on the basis of race, color, or national origin will be excluded from participation or subjected to discrimination in the level and quality of transit services or related benefits provided by CAMPO's employees, affiliates, or contractors.

1.3 OBJECTIVES

CAMPO intends to:

- Ensure the level and quality of transportation service is provided without regard to race, color or national origin;
- Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;
- Promote the full and fair participation of all affected populations in transportation decision making;
- Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations; and
- Ensure meaningful access to programs and activities by persons with limited English proficiency.

2. TITLE VI REQUIREMENTS & RESPONSES

2.1 GENERAL REPORTING REQUIREMENTS

FTA Circular 4702.1B provides guidance on the reporting requirements for recipients and subrecipients of FTA funding to ensure their activities comply with USDOT Title VI regulations. Below are summaries of each requirement and how CAMPO's Title VI Program fulfills each requirement.

2.1.1 Requirement to provide Title VI assurances

Requirement: In accordance with Title 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with USDOT's Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.

Response: CAMPO shall continue to submit its annual Title VI assurance as part of its annual Certification and Assurance submission to the Federal Transit Administration (FTA) in the Transit Award Management System (TrAMS).

2.1.2 Requirement to prepare and submit a Title VI Program

Requirement: FTA requires all direct and primary recipients document their compliance with USDOT's Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three (3) years or as otherwise directed by FTA. For all recipients (including subrecipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. Recipients shall submit a copy of the board resolution, meeting minutes, or similar documentation with the Title VI Program as evidence that the board of directors or appropriate governing entity or official(s) has approved the Title VI Program. FTA will review and concur or request the recipient provide additional information.

Response: CAMPO will continue to submit a Title VI Program to the FTA Region IX Civil Rights Officer once every three (3) years. The last plan was submitted on January 16, 2020.

2.1.3 Requirement to notify beneficiaries of protection under Title VI

Requirement: The Title VI Program shall include recipient's Title VI notice to the public that indicates the recipient complies with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI. A list of locations where the notice is posted needs to be provided.

Response: CAMPO staff oversees the JAC public transportation system in the urbanized area of Carson City, and has included a notice of beneficiary rights under Title VI, per the guidelines in Appendix B of Circular 4702.1B. This notice is in English and Spanish and is posted on the CAMPO website (www.carsonareampo.com) and the JAC website (www.ridejac.com). In addition, a notice is publicly displayed in the JAC administrative office and on JAC fixed-route and paratransit brochures which are available on every transit vehicle and distributed to more than 30 publicly accessible locations throughout Carson City. A screenshot of the website and a picture of the notice posted in the JAC Administrative Office are available in Attachment A.

2.1.4 Requirement of Title VI complaint procedures and complaint form

Requirement: All recipients shall develop and display procedures to the public for filing, investigating, and tracking Title VI complaints. Recipients must develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website.

Response: CAMPO has Title VI complaint procedures and complaint form available to the public (see Attachment B). The complaint procedures and form are available in English and Spanish on the JAC website, www.ridejac.com.

2.1.5 Requirement to record and report transit-related Title VI complaints, investigations, and lawsuits

Requirement: To comply with the reporting requirements of Title 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of alleged discrimination on the basis of race, color, or national origin; active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date of when the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to, the investigation, lawsuit, or complaint.

Response: CAMPO maintains a list of any active investigations conducted by entities other than FTA, lawsuits, or complaints naming CAMPO or JAC that allege discrimination on the basis of race, color or national origin (see Attachment B). This list is maintained according to the guidelines of Appendix E of the FTA Circular 4702.1B. CAMPO will maintain permanent records of all related documents. All complaints are directed to the Transportation Manager.

CAMPO has not received any Title VI complaints of discrimination and does not have any active investigations, complaints or lawsuits that allege discrimination on the basis of race, color or national origin to report at this time.

2.1.6 Requirement to promote inclusive public participation

Requirement: The content and considerations of Title VI, the Executive Order on Limited English Proficiency (LEP), and the USDOT LEP Guidance shall be integrated into each recipient’s established public participation plan or process (i.e., the document that explicitly describes the proactive strategies, procedures, and desired outcomes that underpin the recipient’s public participation activities). Recipients have wide latitude to determine how, when, and how often specific public participation activities take place, and which specific measures are most appropriate. FTA Circular 4703.1 includes many examples of effective strategies for engaging minority and low-income populations.

Response: CAMPO’s Public Participation Plan, updated in July 2019, is provided for reference in Attachment C. The plan was developed in accordance with the guidelines under the Final Rule of 23 CFR §450.316 Metropolitan Transportation Planning and is in compliance with all federal laws and regulations, including adherence to Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. CAMPO ensures that minority, LEP, and low-income populations, as with all members of the public, are empowered to participate in decisions related to CAMPO and the JAC transit system.

JAC developed a Transit Development and Coordinated Human Services Plan (TDCHSP) in October 2019. The TDCHSP serves three primary objectives: (1) a short-range (1-5 year) planning document; (2) a long-range (10-20 year) planning document; and (3) a coordinated public transit-human services planning document. The development of the Plan consisted of several public outreach events, including an online survey and two public workshops.

2.1.7 Requirement to provide meaningful access to LEP persons

Requirement: Consistent with Title VI of the Civil Rights Act of 1964, USDOT’s implementing regulations, and Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (65 FR 50121, Aug. 11, 2000), recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are considered limited-English proficient (LEP).

Response: CAMPO has updated its Language Assistance Plan (LAP) for JAC (see Attachment D) to include data from the *2019 American Community Survey (ACS) Block Group 5-Year Estimates*. The LAP applies the Four Factor Framework specified by the U.S. Department of Transportation (DOT), and includes an implementation plan consistent with DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons.

2.1.8 Requirement to encourage minority representation on planning and advisory bodies

Requirement: Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, “deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program.” Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Response: CAMPO does not have a transit-related, non-elected planning board, advisory council, or similar board where the membership is selected by CAMPO. It therefore does not have a racial breakdown of membership of those committees to depict. Any such body/ies that is/are created in the future will encourage the participation of minorities, and the relevant table will be created to show the racial composition of its/their members.

2.1.9 Requirement to provide assistance to subrecipients

Requirement: Title 49 CFR Section 21.9(b) states that if “a primary recipient extends Federal financial assistance to any other recipient, such other recipient shall also submit such compliance reports to the primary recipient as may be necessary to enable the primary recipient to carry out its obligations under this part.” Primary recipients should assist their subrecipients in complying with USDOT’s Title VI regulations, including the general reporting requirements. Assistance shall be provided to the subrecipient as necessary and appropriate by the primary recipient.

Response: CAMPO currently has no subrecipients, but will provide assistance as required should it extend Federal financial assistance to any other recipient.

2.1.10 Requirement to monitor subrecipients

Requirement: In accordance with 49 CFR 21.9(b), and to ensure that subrecipients are complying with the USDOT Title VI regulations, primary recipients must monitor their subrecipients for compliance with the regulations. Importantly, if a subrecipient is not in compliance, with Title VI requirements, then the primary recipient is also not in compliance.

Response: CAMPO currently has no subrecipients, but will monitor subrecipients for compliance as required should it extend Federal financial assistance to any other recipient.

2.1.11 Requirement relating to determination of site or location of facilities

Requirement: Title 49 CFR Section 21.9(b)(3) states, “In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part.”

Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, “The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin.” For the purposes of this requirement, “facilities” does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc. as those are evaluated during project development and the National Environmental Policy Act (NEPA) process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

Response: CAMPO will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects requiring land acquisition and the displacement of persons from their residences and businesses:

1. CAMPO will complete a Title VI equity analysis during the planning stage with regard to where a project (such as a new transit center) is located or sited to ensure the location is selected without regard to race, color, or national origin. CAMPO will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis will occur before selection of the preferred site.
2. When evaluating locations of facilities, CAMPO will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis will be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If CAMPO determines the location of the project will result in a disparate impact on the basis of race, color, or national origin, CAMPO will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race color or nation origin. CAMPO will show how both tests are met and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

2.1.12 Requirement to provide additional information upon request

Requirement: FTA may request, at its discretion, information other than that required by Circular 4702.1B from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with USDOT’s Title VI regulations.

Response: CAMPO will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

2.2 REQUIREMENTS FOR FIXED ROUTE TRANSIT PROVIDERS

Chapter IV of FTA Circular 4702.1B discusses the additional reporting requirements for all recipients and subrecipients of FTA funding that operate fixed route transit service, to ensure that each agency complies with USDOT Title VI regulations. JAC does not currently meet the threshold for additional requirements applicable to transit providers that operate 50 or more fixed route vehicles in peak service and are located in a UZA of 200,000 or more in population.

Below is a summary of the requirements and how CAMPO's Title VI Program fulfills each of those requirements.

2.2.1 Requirement to set system-wide service standards and policies

Requirement: Title 49 CFR Section 21.5 states the general prohibition of discrimination on the grounds of race, color, or national origin. Section 21.5(b)(2) specifies that a recipient shall not “utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin.” Section 21.5(b)(7) requires recipients to “take affirmative action to assure that no person is excluded from participation in or denied the benefits of the program or activity on the grounds of race, color, or national origin.” Finally, Appendix C of Title 49 CFR part 21 provides in Section (3)(iii) that “[n]o person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin.”

All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide. Fixed route modes of service include but are not limited to, local bus, express bus, commuter bus, bus rapid transit, light rail, subway, commuter rail, passenger ferry, etc. These standards and policies must address how service is distributed across the transit system, and must ensure that the manner of the distribution affords users access to these assets.

These system-wide service standards differ from any standards set by the American Public Transit Administration (APTA) Standards Development Program and other standards development organizations (SDOs), in that they will be set by individual transit providers and will apply agency-wide rather than industry-wide.

Providers of fixed route public transportation shall also adopt system-wide service policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

Although the FTA requires establishment of a set of standards and policies for particular indicators, providers of fixed route service may set additional standards and policies for additional indicators as appropriate.

Response: JAC provides fixed route transit service and has a set of system-wide service standards and policies which are executed by JAC staff and overseen by CAMPO staff. The only fixed route mode provided by JAC is a local bus service, but should any other fixed route modes be implemented in the future, a separate set of standards and policies will be developed for that mode. Attachment E contains service standards and policies based on guidelines established in Circular 4702.1B.

For the set of system-wide service standards, CAMPO has established quantitative standards for the following indicators:

- Vehicle load
- Vehicle headways
- On-time performance
- Service availability

For the service policies, CAMPO has established qualitative policies for the following service indicators:

- Distribution of transit amenities
- Vehicle assignment

ATTACHMENTS

Attachment A – Physical and Website Documentation


Attachment B – Complaint Procedures and Forms

Attachment C – CAMPO’s Public Participation Plan

Attachment D – Language Assistance Plan

Attachment E – System-Wide Service Standards and Policies

Attachment A - Physical and Website Documentation



CARSON CITY

NEVADA

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[Employment](#)
[Bids](#)
[Notifications](#)

SERVICE FINDER

SERVICES
OUR CITY
GOVERNMENT
BUSINESS
Q


- PUBLIC WORKS
- + Divisions
- Transportation
- JAC - Jump Around Carson
- Routes & Schedules
- Fares
- Transfers
- FAQs
- JAC Assist
- Bus & Shelter Advertising
- Contact Us
- En Español
- Documents
- + RTC and CAMPO Agendas
- CAMPO - Carson Area Metropolitan Planning Organization
- Transportation Projects and Grants
- Transportation Outreach and Engagement
- Frequently Asked Questions
- + Sustainability
- Solid Waste Franchise Agreement
- Contact Us
- 2021 Transportation Funding Survey
- + Preserve Carson City Roads
- + Carson Proud
- + Storm Water & Flood Plain Management
- Sewer Extension Project

JAC - JUMP AROUND CARSON


Print
Feedback
Share & Bookmark
Form Web

Jump Around Carson will be closed on Thursday, November 24th for Thanksgiving. We will be operating on a reduced schedule on Friday, November 25th.


Please call 775-841-RIDE (7433) if you have any questions.




RIDER PORTAL



JAC ASSIST



CONTACT



FARES

JAC (Jump Around Carson) is Carson City, Nevada's public transit system serving the community with a fleet of bright green and purple buses that feature a sleek, hopping jackrabbit (a Northern Nevada icon). JAC began operating in October 2005 and is governed by the [Carson City Regional Transportation Commission](#). The JAC system features the JAC fixed route system as well as JAC Assist, a curb-to-curb program that provides transportation for eligible persons with disabilities.

Ridership continues to grow as residents discover the convenience and value of the bus system for going to work, school, shopping, medical appointments and recreation facilities. Strategically placed stops throughout the community make it easy for passengers to conveniently visit a number of the city's most popular destinations. Fares are only \$1.00 per one-way trip for adults; and seniors, persons with disabilities and youth may ride for only \$0.50 per one-way trip.

Interested in finding out more about JAC? Click [here](#) for the JAC Fact Sheet.

[Fiscal Year 2021 Transit Monitoring Report](#)





[2019 JAC Transit Development and Coordinated Human Services Plan](#)

[Title VI Program FFY 2020-22](#)

[Disadvantaged Business Enterprise \(DBE\) Program Goal FFY 2023-2025](#)

[Public Transportation Agency Safety Plan Federal Fiscal Year 2022](#)

Free viewers are required for some of the attached documents.
They can be downloaded by clicking on the icons below.

Rider Alerts +

Holiday Schedule +

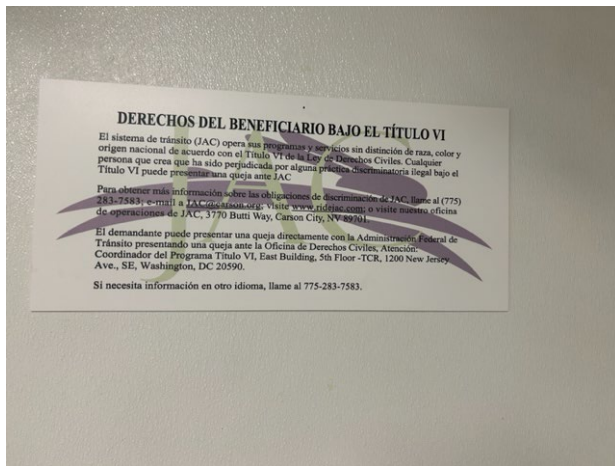
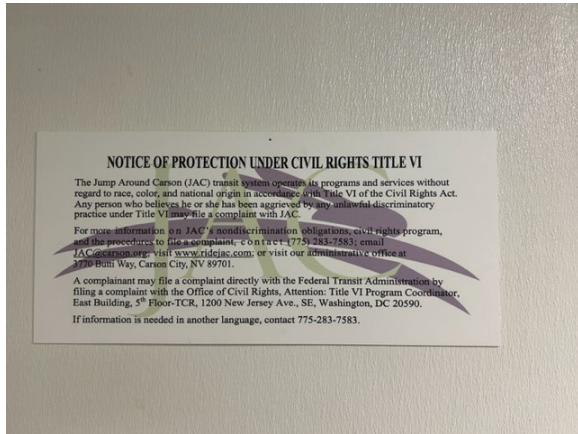
Community Events +

Beneficiary Rights Under Title VI -

JAC is committed to ensuring that no person shall, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance, and that no discrimination takes place in any of the programs it and its subrecipients operate. To obtain more information on JAC's nondiscrimination obligations, send a written request to the address below or click [here](#). If anyone feels that he/she or others protected by Title VI have been discriminated against, a complaint may be filed. To file a complaint, complete the form at the link below and send to Transportation Manager, 3505 Butti Way, Carson City, NV, 89701, RE: Title VI Complaint. A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

[Title VI Complaint Form](#)

Beneficiary Rights Under Title VI (as posted publicly in JAC Administrative Offices)



Attachment B
Complaint Procedures and Forms
(in English and Spanish)



**LIST OF TRANSIT-RELATED TITLE VI INVESTIGATIONS,
COMPLAINTS, AND LAWSUITS**

At this time, CAMPO has no active or closed Title VI investigations, complaints, or lawsuits.

CAMPO acknowledges per FTA Circular 4702.1B, “all recipients are required to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin”:

- Active investigations conducted by FTA and entities other than FTA;
- Lawsuits; and
- Complaints naming the recipient

Below is the list used for tracking investigations, complaints, and lawsuits in the event such action is brought to CAMPO:

Investigations, Complaints, and Lawsuits

	Date (month, day, year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) taken
Investigations				
1.				
2.				
Complaints				
1.				
2.				
Lawsuits				
1.				
2.				



TITLE VI COMPLAINT PROCEDURES

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by CAMPO or the JAC transit system may file a Title VI complaint by completing and submitting CAMPO's Title VI Complaint Form. The complaint form may be downloaded from the CAMPO website (www.CarsonAreaMPO.com) or JAC website (www.RideJAC.com), or by contacting the Transportation Manager at 775-887-2355. Federal law requires complaints to be filed within one hundred eighty (180) calendar days of the last alleged incident. Complaints should be mailed to:

Attn: Transportation Manager
3505 Butti Way
Carson City, NV 89701
Fax: 775-887-2112

Title VI complaints received by CAMPO shall be documented by the representative receiving the complaint on a form provided for this purpose. Documentation shall include the name of the person filing the complaint, the time, date and place the alleged incident occurred, as well as any other information necessary to fully explain the situation. The complaint shall be dated and assigned a control number for tracking purposes.

All Title VI complaints shall be investigated and addressed with a formal written response within 90 days of the date the complaint is received. If more information is needed to resolve the case, CAMPO may contact the complainant. The complainant has 30 days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 days, CAMPO can administratively close the case. A case can be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states there was not a Title VI violation and the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so. If required, the LOF with corrective actions taken will be forwarded to the Federal Transit Administration.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

Subrecipients of CAMPO shall use the Title VI complaint investigation and tracking procedures developed by CAMPO.



TITLE VI COMPLAINT FORM

Staff Use Only	
Date of Complaint Received: _____	Tracking No. _____
<p>All Title VI complaints shall be investigated and addressed with a formal written response within 90 days of the date the complaint is received. If more information is needed to resolve the case, CAMPO may contact the complainant. The complainant has 30 days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 days, CAMPO can administratively close the case. A case can be administratively closed if the complainant no longer wishes to pursue their case.</p> <p style="text-align: center;">---Additional Information available in Title VI Complaint Procedures---</p>	

Name of Complainant _____

Address _____ Phone No. _____

Email Address _____

Accessible Format Requirements? Large Print Audio Tape TDD Other _____

Person Discriminated Against (if other than Complainant) _____

Address _____ Phone No. _____

Email Address _____

Please explain why you have filed for a third party: _____

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party: Yes No

Date, Time & Place Incident Occurred _____

Nature of Complaint Race Color National Origin

Details of Complaint: please describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

You may attach any written materials or other information that you think is relevant to your complaint.
Signature and date required below

Signature

Date

Please submit this form in person, or mail to:

Carson Area Metropolitan Planning Organization
Transportation Manager
3505 Butti Way Carson City, NV 89701

Complaint Taken By _____

INVESTIGATION _____

ACTION RECOMMENDED _____

By _____

RECORD OF FINAL ACTION _____

By _____



TÍTULO VI PROCEDIMIENTOS DE QUEJA

Cualquier persona que crea que ha sido discriminada por motivos de raza, color o origen nacional por CAMPO o por el sistema de tránsito de JAC puede presentar una queja de Título VI completando y enviando el Formulario de quejas de Título VI de CAMPO. El formulario de queja puede ser descargado del sitio web de CAMPO (www.CarsonAreaMPO.com) o del sitio web de JAC (www.RideJAC.com), o comunicándose con el Coordinador de Tránsito al 775-283-7583. La ley federal exige que las quejas se presenten antes de los ciento ochenta (180) días de calendario después del presunto incidente. Las quejas deben enviarse por correo A:

Attn: Transportation Manager
3505 Butti Way
Carson City, NV 89701
Fax: 775-887-2112

Las quejas del Título VI recibidas por CAMPO deberán ser documentadas por el representante que recibe la queja en un formulario proveído para este propósito. La documentación debe incluir el nombre de la persona que presenta la queja, la hora, la fecha y el lugar donde ocurrió el presunto incidente, así como cualquier otra información necesaria para explicar completamente la situación. La queja se fechará y se le asignará un número de control para fines de seguimiento. El demandante recibirá una carta de reconocimiento informándole a él / ella si la queja será investigada por CAMPO.

Todas las quejas del Título VI se investigarán y se atenderán con una respuesta formal por escrito dentro de los 90 días de la fecha en que se recibió la queja. Si se necesita más información para resolver el caso, CAMPO puede contactar al demandante. El demandante tiene 30 días a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si el demandante no se pone en contacto con el investigador o no recibe la información adicional dentro de los 30 días, CAMPO puede cerrar administrativamente el caso. Un caso también puede ser cerrado administrativamente si el demandante ya no desea continuar con su caso.

Después de que el investigador revisa la queja, él / ella emitirá una de las siguientes dos cartas al demandante: una carta de terminación o una carta de seguimiento (LOF). Una carta de terminación resume las alegaciones y establece que no hubo una violación del Título VI y que el caso se cerrará. Un LOF resume las acusaciones y las entrevistas sobre el supuesto incidente y explica si se producirá alguna acción disciplinaria, capacitación adicional del miembro del personal o otra acción. Si el demandante desea apelar la decisión, tiene 30 días después de la fecha de la carta o LOF para hacerlo. Si es necesario, el LOF con las acciones correctivas tomadas se enviará a la Administración Federal de Tránsito.

Una persona también puede presentar una queja directamente con la Administración Federal de Tránsito, en la Oficina de Derechos Civiles del TLC, 1200 New Jersey Avenue SE, Washington, DC 20590.

Los subbeneficiarios de CAMPO utilizarán los procedimientos de investigación y seguimiento de reclamos del Título VI desarrollados por CAMPO.



TÍTULO VI FORMULARIO DE QUEJA

Staff Use Only	
Date of Complaint Received: _____	Tracking No. _____
<p>All Title VI complaints shall be investigated and addressed with a formal written response within 90 days of the date the complaint is received. If more information is needed to resolve the case, CAMPO may contact the complainant. The complainant has 30 days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 days, CAMPO can administratively close the case. A case can be administratively closed if the complainant no longer wishes to pursue their case.</p> <p style="text-align: center;">---Additional Information available in Title VI Complaint Procedures---</p>	

Fecha en que se presentó la queja _____ Número de seguimiento de la queja _____

Nombre del demandante _____

Dirección _____ Número de Teléfono _____

Dirección de correo electrónico _____

Requisitos de formato accesible? Impresión grande _____ Cinta de Audio _____ TDD _____ Otro _____

Persona que fue discriminada (si no es el demandante)

Dirección _____ Número de Teléfono _____

Dirección de correo electrónico _____

Explique por qué ha solicitado una tercera persona:

Confirme que ha obtenido el permiso de la parte perjudicada si está presentando una demanda en nombre de un tercero: Sí _____ No _____

Fecha, hora y lugar en que ocurrió el incidente _____

Naturaleza de la queja Raza _____ Color _____ Origen nacional _____

Detalles de la queja: Por favor describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la persona(s) que lo discriminó (si lo conoce), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice la parte de atrás de este formulario.

Puede adjuntar cualquier material escrito u otra información que considere relevante para su reclamo.

Firma y fecha son requeridas a continuación

Firma

Fecha

Someta este formulario en persona o envíelo por correo a:

Carson Area Metropolitan Planning Organization Transportation Manager
3505 Butti Way Carson City, NV 89701

Queja tomada por _____

INVESTIGACIÓN _____

ACCIÓN
RECOMENDADA _____

Hecha por _____

REGISTRÓ DE ACCIÓN FINAL

Hecha por _____

Attachment C
CAMPO's Public Participation Plan

CARSON AREA METROPOLITAN PLANNING ORGANIZATION



PUBLIC PARTICIPATION PLAN

Amended 5/12/10
Administrative Modification 7/3/12
Amended 7/14/19

This report was funded in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation. The views and opinions of the Carson Area Metropolitan Planning Organization expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

Carson Area Metropolitan Planning Organization
Serving Carson City, Northern Douglas County and Western Lyon County

Introduction

In 2002, the US Census Bureau announced the release of the Carson City Urbanized Area geography (according to the 2000 Census), with a population that had surpassed the threshold of 50,000. The urbanized area consists of Carson City, as well as the adjacent, relatively densely inhabited portions of Douglas and Lyon Counties. As a result of surpassing the population criteria of 50,000, the area was required to form a Metropolitan Planning Organization for its transportation planning and programming activities. The Nevada Governor, in accordance with Federal regulations, designated the Carson Area Metropolitan Planning Organization (CAMPO) as a newly formed MPO in the State of Nevada. In 2012, the Census Bureau updated the urbanized area boundaries based on data collected during the 2010 Census, though changes were minor.

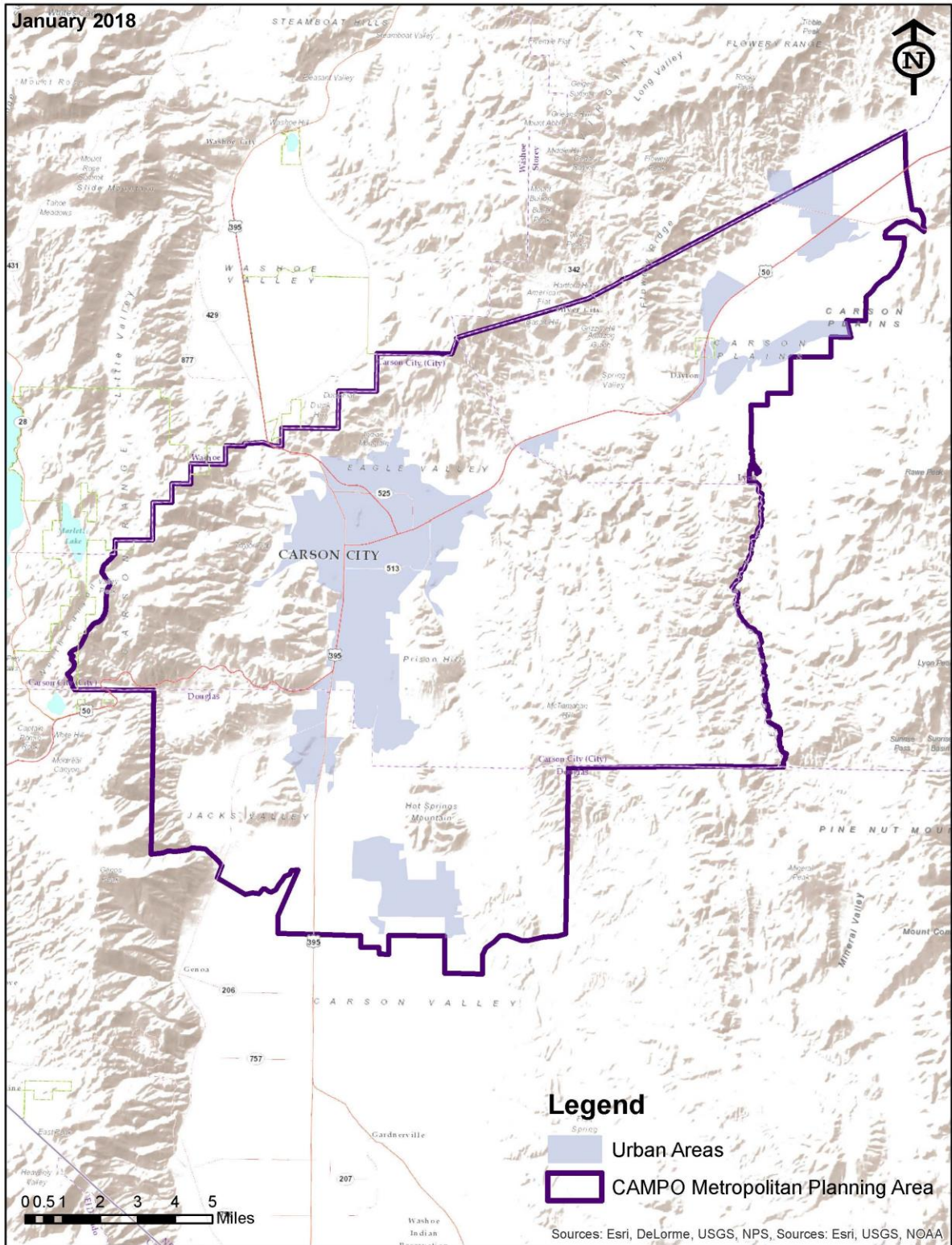
CAMPO carries out transportation planning activities within the Metropolitan Planning Area (MPA), shown in Figure 1. The MPA encompasses the urbanized area and a larger area that is likely to continue to urbanize within the next 20 years. Currently, there are two urban clusters, as defined by the US Census Bureau, within the MPA. They are the Johnson Lane area in Douglas County and Dayton in Lyon County.

CAMPO is governed by a seven-member Policy Board consisting of representatives of Carson City, Douglas County, and Lyon County. A representative of the Nevada Department of Transportation (NDOT) serves as an ex-officio, non-voting member. Carson City operates a transit system within the CAMPO planning area. The representation on the MPO Policy Board from Carson City also represents the interests of the transit system.

The primary responsibility of CAMPO is the continuous, cooperative, and comprehensive multimodal transportation planning process for the urbanized area. Among other state and federal requirements, this includes the development of a Regional Transportation Plan (RTP) with a minimum 20-year planning horizon and a Transportation Improvement Program (TIP) with a minimum of a four-year horizon.

On August 10, 2005, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) was signed into law. With guaranteed funding for highways, highway safety, and public transportation totaling \$244.1 billion nationwide, SAFETEA-LU represented the largest surface transportation investment in U.S. history. This document was created in accordance with the SAFETEA-LU requirements regarding public participation in the metropolitan transportation planning process. On October 1, 2012, Moving Ahead for Progress in the 21st Century (MAP-21) took effect, reaffirming the role of MPOs. On December 4, 2015, the Fixing America's Surface Transportation (FAST) Act was signed into law. The FAST Act confirms all the performance based planning requirements established under the previous transportation act, MAP-21, with no changes to the public participation processes. This Plan satisfies the requirements for public participation as outlined in current federal legislation. The following sections further describe the procedures, strategies, and desired outcomes of the public participation process as it pertains to citizen and interested party input in the CAMPO transportation planning process.

Figure 1



Objectives of the Public Participation Plan

The Public Participation Plan (PPP) has been drafted in accordance with the guidelines under the Final Rule of 23 CFR §450.316 Metropolitan Transportation Planning. CAMPO is committed to compliance with all federal laws and regulation throughout the public participation process including adherence to Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. The following is a list of objectives that CAMPO has committed to achieve through the Public Participation Plan.

1. Notification of the Public and Targeted Groups
2. Solicited Input
3. Demonstrated Consideration
4. Continued Evaluation

These four general objectives are further expanded upon in the corresponding sections below as strategies with their corresponding outcomes (bulleted).

1. Notify all citizens and interested parties of metropolitan planning issues and processes and provide access to information and public participation activities in a timely manner.
 - Except in an emergency, written notice of all meetings will be given at least three (3) working days before the meeting.
 - Agendas shall include the time and location of CAMPO meetings, will be posted in multiple locations, and will be made available upon request. This policy is in accordance with the Nevada open meetings laws (NRS: Chapter 241 – Meetings of State and Local Agencies).
 - All agendas/meeting notices and, to the extent possible, all other technical information will be made electronically available on the official CAMPO website at www.carsonareampo.com. All agenda materials will be written in a concise manner that can be easily understood by the general public.
 - CAMPO currently maintains a diverse mailing list of potential interested parties including various federal, state and local agencies, organizations, private providers, minority groups, tribes, and local media. Meeting agendas are physically or electronically mailed to every individual on the mailing list.
 - All meetings of the CAMPO board will be open and public and all persons shall be permitted to attend any meeting of the CAMPO board. Reasonable efforts will be made to assist and accommodate persons with physical disabilities desiring to attend.
 - All CAMPO meetings will be held at convenient and accessible locations in close proximity to public transportation with consideration and accommodation made for individuals covered under the Americans with Disabilities Act (ADA).
 - CAMPO Policy Board meetings are generally held on the second Wednesday of each month. With the exception of a scheduling conflict, meetings are typically held in the Sierra Room at the Community Center at 851 East

William Street in Carson City. The Community Center and Sierra Room are ADA accessible.

- All agendas are posted a minimum of three (3) working days prior to the meeting (as per NRS 241) at the following locations.
 - CARSON CITY CITY HALL, 201 North Carson Street
 - CARSON CITY LIBRARY, 900 North Roop Street
 - CARSON CITY COMMUNITY CENTER, 851 East William Street
 - CARSON CITY PUBLIC WORKS, 3505 Butti Way
 - CARSON CITY DEVELOPMENT SERVICES, PLANNING DIVISION, 108 E. Proctor Street
 - DOUGLAS COUNTY EXECUTIVE OFFICES, 1594 Esmeralda Avenue, Minden
 - LYON COUNTY MANAGER'S OFFICE, 27 South Main Street, Yerington
 - NEVADA DEPARTMENT OF TRANSPORTATION, 1263 S. Stewart Street, Carson City
 - CARSON CITY WEBSITE: www.carson.org/agendas
 - OFFICIAL STATE WEBSITE: <https://notice.nv.gov>
 - Every special meeting of the CAMPO Board or other project-specific public open house events will be publicly noticed using a 1/8th page display advertisement in the *Nevada Appeal*. CAMPO may also notice the event in multiple newspapers, may issue a press release summarizing the content of the event, and may post information on Carson City social media, other major publications or other websites. In addition, documentation will be prepared and distributed to all contacts on a CAMPO maintained list.
 - An effort will be made to meet requests for CAMPO documents made by Limited English Proficient (LEP) individuals and persons with visual impairments. CAMPO will seek the services of an interpreter/translator as needed.
2. Solicit the participation of citizens and interested parties in the transportation planning process and provide a reasonable opportunity to comment on proposed planning documents and projects.
- CAMPO Staff will create Advisory Workgroups specific to the development and adoption of transportation planning documents as required and other special studies as warranted. Advisory Workgroups will generally consist of representatives from federal, state, and local government agencies; tribes; private transportation providers; the freight industry; and local organizations with knowledge, expertise, and/or an interest in the subject matter of the planning document that is being developed or updated.
 - A period devoted to comment from the public and interested parties will be provided at all CAMPO meetings.

- Comments may be submitted at any time through the CAMPO website, by email to comments@carsonareampo.com, or through Carson City’s virtual City Hall available online at Carson.org/Connect.
- CAMPO staff will participate in ongoing coordination and engagement with the Nevada Department of Transportation (NDOT), other Regional Transportation Commissions (RTCs), Federal Highway Administration (FHWA), Federal Transit Authority (FTA), the Washoe Tribe, local jurisdictions, and other interested transportation agencies and organizations.
- Significant updates to CAMPO documents, excluding administrative modifications, will be given a minimum 30-day public review and comment period; with the exception of the Transportation Improvement Program, which shall be given a minimum of 14 days for review and public comment, and this Public Participation Plan, which will be given a minimum of 45 days for review and public comment. All public comment and review periods will be adequately noticed prior to the official opening. Copies of the approved participation plan shall be provided to the FHWA and the FTA for informational purposes and shall be posted on the World Wide Web, to the maximum extent practicable.
 - An administrative modification, as defined in 23 CFR §450.104, is a minor revision to a long-range metropolitan transportation plan or Transportation Improvement Program (TIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment or redemonstration of fiscal constraint.
- CAMPO will follow the same criteria for an administrative modification that the Nevada Department of Transportation has adopted, which has been approved by the Federal Highway Administration. An administrative modification, as it pertains to the Transportation Improvement Program (TIP), will be applied under the following situations.
 1. When there is a change in a public funding category with no change in the priority of a project in the TIP.
 2. When a project is moved from one year of the TIP to another year of the TIP, either forward or back.
 3. When a positive cost estimate change representing either less than \$5 Million or less than 20% of the total project cost is requested/anticipated.
 4. When a positive or negative change in the un-programmed balance forward is received.
 5. When a positive or negative change in the anticipated fund allocation is received.
 6. When a project is added to use Federal Funds for repayment of previously authorized work and all repayments will come from unallocated funds.
 7. When a new planning study is identified.
 8. When a project is Advance Constructed.

- In the event that the final draft of a document significantly differs than the preliminary draft at the close of a public comment period, an additional opportunity to review and comment will be provided following the completion of the revised draft.
- When applicable, and to the extent possible, CAMPO will employ visualization techniques in the form of maps, graphs and other techniques in an effort to best convey information being presented on transportation planning documents and related issues to citizens and interested parties. Information will be presented in a clear, concise manner and all technical terms will be defined.
- CAMPO will identify and consider the needs of those traditionally underserved by existing transportation systems and those that may face challenges in accessing employment and other services, as appropriate to specific planning activities.
- CAMPO will seek the services of an interpreter for public meetings when necessary or requested by any member of the public to the extent practicable.

CAMPO staff will produce and distribute information periodically across the following additional outlets:

- A 1/8th page display advertisement in the *Nevada Appeal*. CAMPO may also notice the event in multiple newspapers, may issue a press release summarizing the content of the event, and may post information on Carson City social media, other major publications or other websites.
- Electronic newsletters containing plan/project status reports, upcoming opportunities for public participation, and solicitations for contracts/services, etc.
- Social Media, including Carson City and Public Works Facebook pages.
- CAMPO staff may employ the use of public feedback surveys to be distributed to members of the public, known interested parties, made available on Carson City's website and posted to social media and/or other news outlets for the purposes of soliciting a broad range of public input for a targeted planning effort or project.

3. Demonstrate explicit consideration to public input received.

- CAMPO staff will address any questions or comments received in a timely and courteous manner.
- CAMPO will demonstrate explicit consideration to all public input received during the development of any transportation planning document. Staff will consider citizen and interested party comments before making a recommendation to the CAMPO Board.
- The extent to which any comments from the public or an interested party are considered will be documented and explained in the record of public comment.

- Records of public comment will be provided to CAMPO Board members and those on the CAMPO mailing list prior to any CAMPO action, and will be made available to the public.
4. Continue to evaluate the public participation process and provide improvements to the plan when possible.
- The outreach effort will be evaluated following the completion of each plan development or update.
 - If it is determined that an outreach effort could be improved upon, the Public Participation Plan will be reviewed and modified as needed.

Participation Efforts Specific to CAMPO Plan Updates and Studies

Regional Transportation Plan

The Regional Transportation Plan (RTP) is the official multimodal transportation plan which addresses a minimum 20-year planning horizon that is developed, adopted and updated by CAMPO through the transportation planning process. The RTP typically includes, but is not limited to, the following elements: Status of the Existing Transportation System, Demographics, and Land Use, and the Effect of Anticipated Growth; Goals and Objectives; Planned Improvements to all Transportation Modes; and an Implementation Plan including a Financial Plan. An update to this document will include the formation of an Advisory Workgroup that will meet periodically based upon a pre-determined plan development schedule as the development of each section progresses. A final draft will be available for review by the Advisory Workgroup, CAMPO Board, and general public during an official public review period not less than 30 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public. In the event of an administrative modification, CAMPO staff may act to implement minor revisions to the RTP without public review or comment. The CAMPO Board will be informed of any administrative modifications that occur at the next meeting of the Board following the modification.

Transportation Improvement Program

The Transportation Improvement Program (TIP) is a prioritized listing of transportation projects covering a period of four years that is developed and formally adopted by CAMPO as part of the metropolitan transportation planning process. The TIP is a requirement for projects to be eligible for federal funding. The final draft will be presented for public review for a period not less than 14 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public. In the event of an administrative modification, CAMPO staff may act to implement minor revisions to the TIP without public review or comment. The CAMPO Board will be informed of any administrative modifications that occur at the next meeting of the Board following the

modification. CAMPO's public participation process satisfies the public participation process for the Program of Projects.

Unified Planning Work Program

The Unified Planning Work Program (UPWP) is a statement of work identifying the planning priorities and activities to be undertaken within the CAMPO planning area. The UPWP at a minimum includes a description of planning work and resulting products, details on whom will perform the work, the timeframe for completing each of the work elements, the cost of each of the work elements and the source of funding for each of the work elements. The final draft will be presented for public review for a period not less than 30 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public.

Public Participation Plan

The Public Participation Plan (PPP), which is the scope of this document, is to be developed in consultation with all interested parties and shall describe the procedures, strategies and desired outcomes of the public participation process as it pertains to the CAMPO transportation planning process. The effectiveness of the PPP will be periodically reviewed to ensure the plan continues to provide an easily accessible process for all of those wishing to be involved. If the CAMPO Board or staff determines that the existing PPP can be improved, a new public comment period will ensue following any significant changes to the document. An update to this document will include the formation of an Advisory Workgroup that will meet periodically based upon a pre-determined plan development schedule as the development of each section progresses. A final draft will be available for review by the Advisory Workgroup, CAMPO Board, and general public during an official public review period not less than 45 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its consideration prior to taking final action on the plan. All documented comments will be made available to the general public.

Other Transportation Planning Studies

Other transportation planning studies refers to any other document or plan development that may seek to improve any or all modes of transportation within the CAMPO area, but is not necessarily a requirement in securing metropolitan transportation planning funds. Some examples of these types of plans may include a Travel Demand Model Development, Transit Development Plan (TDP), a specific corridor study, etc. These types of plans would still benefit from the public participation process. The development of a document of this type may warrant the formation of an Advisory Workgroup that will meet periodically based upon a pre-determined plan development schedule as the development of each section progresses. A final draft will be available for review by the Advisory Workgroup, CAMPO Board, and general public during an official public review period not less than 30 days. Any comments received during the formal public review period will be documented in a record of public comment developed specifically for each update and provided to CAMPO for its

consideration prior to taking final action on the plan. All documented comments will be made available to the general public.

How to Contact CAMPO

All comments received at a CAMPO meeting or event will be recorded or accepted in person at the time of a meeting. In addition, comments will be accepted at any other time and may be submitted via mail or faxed to the following address.

Carson City Public Works Department
Attention: Transportation Division
3505 Butti Way
Carson City, NV 89701
(P) 775-887-2355
(F) 775-887-2112

Comments may be submitted on the CAMPO web site at www.carsonareampo.com, by email to comments@carsonareampo.com, or through Carson City's virtual City Hall available online at Carson.org/Connect.

Attachment D - Language Assistance Plan

Improving Access for Persons Identified as Limited English Proficient (LEP)

Four Factor Analysis

The Carson Area Metropolitan Planning Organization (CAMPO) has conducted this analysis to meet requirements under Title VI of the Civil Rights Act of 1964, which seeks to improve access to services for persons identified as Limited English Proficient (LEP). The purpose is to ensure that no person shall, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

CAMPO has conducted the following analysis for its the Jump Around Carson (JAC) public transportation system, using the four factors identified by the Department of Transportation's (DOT) Executive Order to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.

Factor One: The number and proportion of LEP persons served or encountered in the eligible service population.

Factor 1, Step 1: Examine prior experiences with LEP individuals

JAC serves a largely English-speaking community; however, Carson City has experienced growth in the Hispanic population over recent years. JAC transit operators and customer service representatives were surveyed in October 2022 about their interactions with LEP persons, and several respondents reported common interaction with persons speaking Spanish as their primary language. Operators also noted a few destinations frequented by LEP individuals.

In discussions with the employees, bus routes 2A and 2B had a significant population of Spanish-speaking persons.

Factor 1. Step 2: Become familiar with data from the U.S. Census.

As part of the FFY 2023-2025 Title VI update, the *2019 American Community Survey (ACS) Block Group 5-Year Estimates*, was used to obtain household language data for the Jump Around Carson Service Area. At the time of this report, the 2019 ACS was the most accurate population and housing data available.

Factor 1. Step 2-A: Identify the geographic boundaries of the area that your agency serves.

The Jump Around Carson Service Area is defined as a ¾ mile buffer from JAC’s four fixed routes, an area encompassing approximately 21 square miles. A map of JAC’s Service Area is provided in Appendix A.

Factor 1, Step 2-B: Obtain Census data on the LEP population in your service area.

Census data on the LEP population in the JAC Service Area is provided below:

Total Service Area Households	22,755	100%
English Only	17,839	78.4%
Language other than English	4,916	21.6%
Limited English Speaking	782	3.4%
Spanish	3,743	16.4%
-Speak English less than "very well"	650	2.9%
Other Indo-European languages	608	2.7%
-Speak English less than "very well"	64	0.3%
Asian and Pacific Islander languages	403	1.8%
-Speak English less than "very well"	52	0.2%
Other languages	162	0.7%
-Speak English less than "very well"	16	0.1%

**Source: 2019 American Community Survey Block Group 5-Year Estimates*

Factor 1. Step 2C: Analyze the data you have collected.

Limited English Proficient (LEP) persons are described as those who speak English less than “very well.” Below are findings from the data.

- In the JAC Service Area, there are 22,755 households.
- 21.6% (4,916) of the total households speak a language other than English.
- After English, Spanish is the second most common language at 16.4% of the total households in the Service Area.
- 3.4% (782) of the households in the Service Area are identified as LEP
- Of the 782 of LEP Households:
 - 650 households (2.9% of total households) are Spanish speaking
 - 64 households (0.3% of total households) are Indo-European
 - 52 households (0.2% of total households) are Asian & Pacific Islander
 - 16 households (0.1% of total households) are other languages

Factor 1. Step 2D: Identify any concentrations of LEP persons within your Service Area.

A census block group map showing the distribution of LEP households in relation to the JAC bus routes is attached to this report (see Appendix B). Appendix B illustrates a concentration of LEP households in the northeastern area of the Service Area. The map also shows that all four routes service an area of LEP concentration to some extent. As a result, a continued effort to provide JAC material in Spanish is necessary.

Factor 1. Step 3: Consult state and local sources of data.

According to the Nevada Department of Education, approximately 17% of students in Nevada are considered English Learners (EL). Within Carson City, this measure increases to roughly 30% comprising 900 to 1,000 students per year. The district reports that in addition to Spanish, Afrikaans, Arabic, Cambodian, Chinese, Czech, Farsi/Persian/Dari, Hindi, Korean, Malay, Polish, Punjabi, Russian, Tagalog/Filipino, Thai, Urdu and Vietnamese are all present within schools.

In a review of Nevada’s statewide demographics, roughly 12% of residents, 5 years of age and older, are identified as LEP. This is compared to 4.6% in the JAC Service Area. Spanish-speaking LEP persons in Nevada comprise 72.4% of the total LEP population. This is compared to 80% of the total LEP population in the JAC Service Area.

Factor 1. Step 4: Identify, contact, and survey community organizations that serve LEP persons.

CAMPO has current and ongoing associations with State and local government, educational institutions, and community organizations that provide services for LEP persons.

Factor 1. Step 4A: Identify community organizations.

The following organizations are the most involved in serving LEP (Spanish-speaking) persons locally:

- Carson City Health & Human Services
- Carson City School District
- Eagle Valley Middle School
- Empire Elementary School
- Friends In Service Helping (FISH)
- Neighborhood International Grocery Stores
- Mark Twain Elementary School
- Nevada Office of Minority Health
- Partnership Carson City
- Western Nevada College

Factor 1. Step 4B: Contact relevant community organizations.

In September 2022 each of these organizations were contacted with a request for information to help CAMPO improve language services provided. A sample of the survey is provided in Appendix C.

Factor 1. Step 4C: Analyze information.

CAMPO received written responses from four of the ten community organizations identified in Step 4A. These agencies were extremely pleased to be contacted by CAMPO, and eager to be a resource to assist in ensuring that transit services in Carson City were language accessible to those who speak limited English.

Factor 2: The frequency with which LEP individuals come into contact with your programs, activities, and services

Factor 2, Step 1: Review the relevant programs, activities, and services you provide.

As identified in Factor 1, LEP individuals inquire about use, and are affected by the services that JAC provides daily. Interaction with LEP individuals commonly takes place during the operational time of JAC's fixed route and ADA complementary paratransit services, including by phone when individuals contact JAC's customer service line, and when using the JAC website to access information.

Factor 2, Step 2: Review information obtained from community organizations.

Partnership Carson City interacts with LEP clients several times per day, and it is relatively common for them to be asked about public transportation. Two specific comments shared were 1) folks did not know how to use JAC, and 2) people felt nervous about trying JAC as non-residents. Partnership identified the Hot Springs Drive, Woodside Drive, and Nye Lane neighborhoods as key LEP communities. The agency staff recommended outreach at international grocery stores, smaller markets, churches, and elementary schools. They also communicated that "boots on the ground" door to door outreach has proven effective. Specific recommendations included:

- Attend an ESL class at the Partnership office in order to speak with the LEP community in person.
- Attend elementary school events and speak with administrators and teachers.
- Meet with Partnership's Hispanic Services Coordinator.

Friends in Service Helping (FISH) provides social services to low-income populations. FISH staff reported that they interact at least once daily with LEP individuals. They shared that although they do not receive many inquiries about JAC Transit specifically, their most effective outreach strategies include newsletters, social media posts, informational posts in English and Spanish in their office, as well as several annual fundraiser/meet and greet events.

Carson City Health & Human Services reported that it interacts with LEP (Spanish-speaking) folks on a daily basis. The agency suggested that many LEP folks reside in the Woodside Drive area. The agency believed the best way to obtain input from the LEP population was through brief surveys in their preferred language and through focus groups with interpretive services. In addition to social service agencies, the agency indicated the LEP community would be likely to trust churches in delivering language appropriate messages.

Western Nevada College is the local community college and home to the ACCEL College and Career Readiness Program and interacts with LEP individuals several times per day as such. They noted that LEP populations exist around Empire Elementary School, near the courthouse in Downtown, and in the neighboring town of Mound House. WNC staff advised that sharing information directly with community members is effective since knowledge sharing through word of mouth is prevalent within the different LEP communities. Additionally, placement of informational materials at international grocery stores and Walmart was suggested. WNC shared that they frequently have LEP students express transportation issues related to getting to/from class, and that their team shares maps and other resources to help students and families access transit.

Factor 2, Step 3: Consult directly with LEP persons.

CAMPO conducted a survey of LEP community members in November of 2022. Of the 10 survey responses received, 5 indicated that they were familiar with JAC fixed-route and/or paratransit service. Half of the respondents also indicated that they know how to find information on topics such as routes and schedule updates. The respondents who were familiar with the system were complimentary of it, and several suggestions were made as to how to communicate better with LEP people. Those included through email in Spanish, translated brochures and schedules, and phone calls with JAC updates. CAMPO will examine current procedures with consideration of this feedback.

Factor 3: The importance to LEP persons of your program, activities and services

Factor 3, Step 1: Identify your agency's most critical services.

Access to effective public transportation is important to LEP persons as indicated by interactions with community organizations that represent them and the November 2022 survey results. The most critical services for LEP persons are the JAC fixed route service and the JAC Assist ADA complementary paratransit service. These services provide a higher quality of life and mobility for LEP persons that may not have access to a vehicle.

If limited English is a barrier to using these services, then the consequences for the individual can be significant, including the potential for limited access to health care, education, and employment. These barriers will further inhibit an LEP person's ability to be informed about or participate in the following:

- Route and schedule information
- Fare and payment information
- Fare media distribution system
- System rules, including information about how to ride
- Safety and security information
- Public service announcements
- Complaint and commendation procedures
- Communication related to transit planning

Factor 3, Step 2: Review input from community organizations and LEP persons.

As demonstrated by the surveys of bus operators, community organizations, and LEP individuals, Spanish is the primary language of the majority of LEP people in Carson City. According to all sources, no significant barriers exist that prevent the Spanish-speaking community from obtaining information about or using the services of the JAC transit system. However, JAC will continue to invest and conduct outreach to inform and understand the needs of LEP persons.

Factor 4: The resources available to the recipient and costs

Factor 4, Step 1: Inventory language assistance measures currently being provided, along with associated costs.

Below is a list of language assistance measures, which are estimated to have a \$1,000 annual cost:

- JAC fixed route brochures with Spanish translation
- Critical information on JAC website translated into Spanish, with Google Translate feature provided throughout website
- Safety reminders and “how to ride” tips in bus translated into Spanish
- Application for Senior Bus Pass Program translated into Spanish
- Bilingual staff support at both the JAC Headquarters and Health and Human Services for Spanish-speaking persons to obtain basic transit information

Factor 4, Step 2: Determine what, if any, additional services are needed to provide meaningful access.

Based on the four-factor analysis, JAC should continue to focus on providing information regarding the Jump Around Carson bus services in Spanish and when possible, translate more additional information into Spanish. Since no Title VI complaints have been filed and no significant barriers for the Spanish-speaking community were identified through the rider survey nor the local organizations, no additional services are urgently needed.

However, based on comments from the local organizations, efforts to translate more material for LEP persons should be an on-going process. As a result, efforts will be made to translate the following information into Spanish:

- Printed transit planning information
- Additional website information
- Safety and security related announcements, online and through JAC’s current mobile phone application
- JAC Assist paratransit information
- Transit material in shelters and vehicles
- Information regarding future use of new technology, such as real-time departure information, next-stop announcements, and electronic signage
- On-demand translation services by telephone should be implemented to assist LEP persons when calling the operations office.

Factor 4, Step 3: Analyze your budget.

JAC's budget is limited as are staffing resources. However, printed material continues to be an affordable and effective option to provide translated material to the LEP community. Additionally, staff continues to take advantage of existing staff that speak and write Spanish.

Factor 4, Step 4: Consider cost effective practices for providing language services.

CAMPO and JAC should collaborate with the community organizations identified in Factor 1 to provide cost effective practices. Such partnerships could provide:

- Translation of printed and online information
- Distribution channels for printed information and surveys
- Delivery of language appropriate messages from a trusted source
- Translation assistance for LEP persons
- Educational and outreach opportunities to help improve access for LEP persons

In addition, CAMPO should research and pursue language assistance products and translation services developed and paid for by local, regional or state government agencies.

Plan for Implementation

I. Identifying LEP individuals who need language assistance

Of the total number of households, 782 (3.4 percent) are persons with limited English proficiency. The largest non-English group is Spanish, which represents about 83 percent of the LEP population. Research among bus operators and customer service staff indicates the frequency of contact with LEP persons speaking Spanish is daily or almost daily.

II. Language assistance measures

CAMPO and JAC always seek to expand language resources when possible. It is common to have employees with the ability to translate. Therefore, the first measure for language assistance is to use in-house resources. In addition to in-house resources, below is a local organization used to provide Spanish language assistance for both written and speaking services if assistance is not available in-house at the time of need:

- Partnership Carson City
Hannah McDonald
1925 N. Carson Street, Carson City, NV 89706
(775) 841-4730 / hannah@pcccarson.org

Language assistance measures by medium and approach:

- Voice communication (over the phone or in person at the JAC Operations Office):
 - Utilize in-house resources if available.
 - Contact the organization noted above.
 - If the agency is not available or in the case of languages other than Spanish, staff should use an identified governmental resource from Factor 4 or enlist the services of a Language Line or a similar system.
- Written communication to the JAC Operations Office:
 - When written communication from an LEP person is received it shall be forwarded to CAMPO staff, who will in turn forward it to an available in-house resource or the organization noted above for assistance with the translation

- Assistance to a LEP person on a bus:
 - The bus operator will ask another passenger to interpret, or the driver could provide the phone number for customer service (775-841-7433) for interpretation assistance.
 - The bus operator can also direct the passenger to translated information, such as printed brochures

It is important for CAMPO and JAC to ensure the competency of interpreters and translation services. CAMPO and JAC will continue to review competency as part of its triennial Title VI Program by undertaking these steps:

- Ask the interpreter or translator to demonstrate they can communicate or translate information accurately in English and the other language
- Train the interpreter or translator in specialized terms and concepts associated with JAC's policies and procedures
- Instruct the interpreter or translator that they shall not deviate into a role as counselor, legal advisor, or any other role aside from interpreting or translation
- Ask the interpreter or translator to attest that they do not have a conflict of interest on the issues for which interpretation services are provided

The competency of translation providers is continually assured. An in-house translator is currently available and has demonstrated the ability to provide accurate translation and is familiar with specialized terms and concepts associated with public transportation. The in-house translator understands that translation functions are limited to interpretation and translation only, and that an interpreter/translator shall not deviate into other roles. The in-house translator has attested that there is no conflict of interest.

III. Training staff

JAC operations staff interacts with LEP persons on a regular basis. This includes bus operators, dispatchers, street supervisors, customer service personnel, receptionists, and management. Training to serve LEP persons is implemented by the following means:

- New hire orientation and initial LEP training for new bus operators, as well as ongoing LEP training is provided at least once per year
- CAMPO and JAC staff will continue to explore the following resources to improve training:
 - Videos
 - Handouts
 - Presentations

IV. Providing notice to LEP persons

CAMPO incorporates a variety of methods to communicate with transit users and the public. These include printed schedule information, signs inside of vehicles and on passenger shelters, website, customer service phone line, mobile app, news releases, advertising, community meetings, and participation in local events. These methods are used to notify LEP persons of the availability of language assistance and the availability of other translated documents.

V. Monitoring and Updating the Language Assistance Plan

Ongoing outreach efforts will include a process to obtain feedback on JAC's language assistance measures. Specific tasks include contact with the two organizations mentioned above to measure results and discuss the needs of LEP persons. These efforts will reveal any changes to the implementation plan that may be necessary, including any noticeable changes in demographics of the LEP population or the availability of new resources.

The DOT guidance recommends internal monitoring by performing ride checks, in which LEP persons are engaged to ride and report on the experience. It should be noted that this activity is designed to collect information on LEP implementation, not to monitor the performance of any specific employees resulting in corrective or disciplinary action.

If service is expanded into areas with high concentrations of LEP persons, specialized outreach efforts based on measures from this plan will be needed to ensure LEP persons are notified and informed about the service expansion.

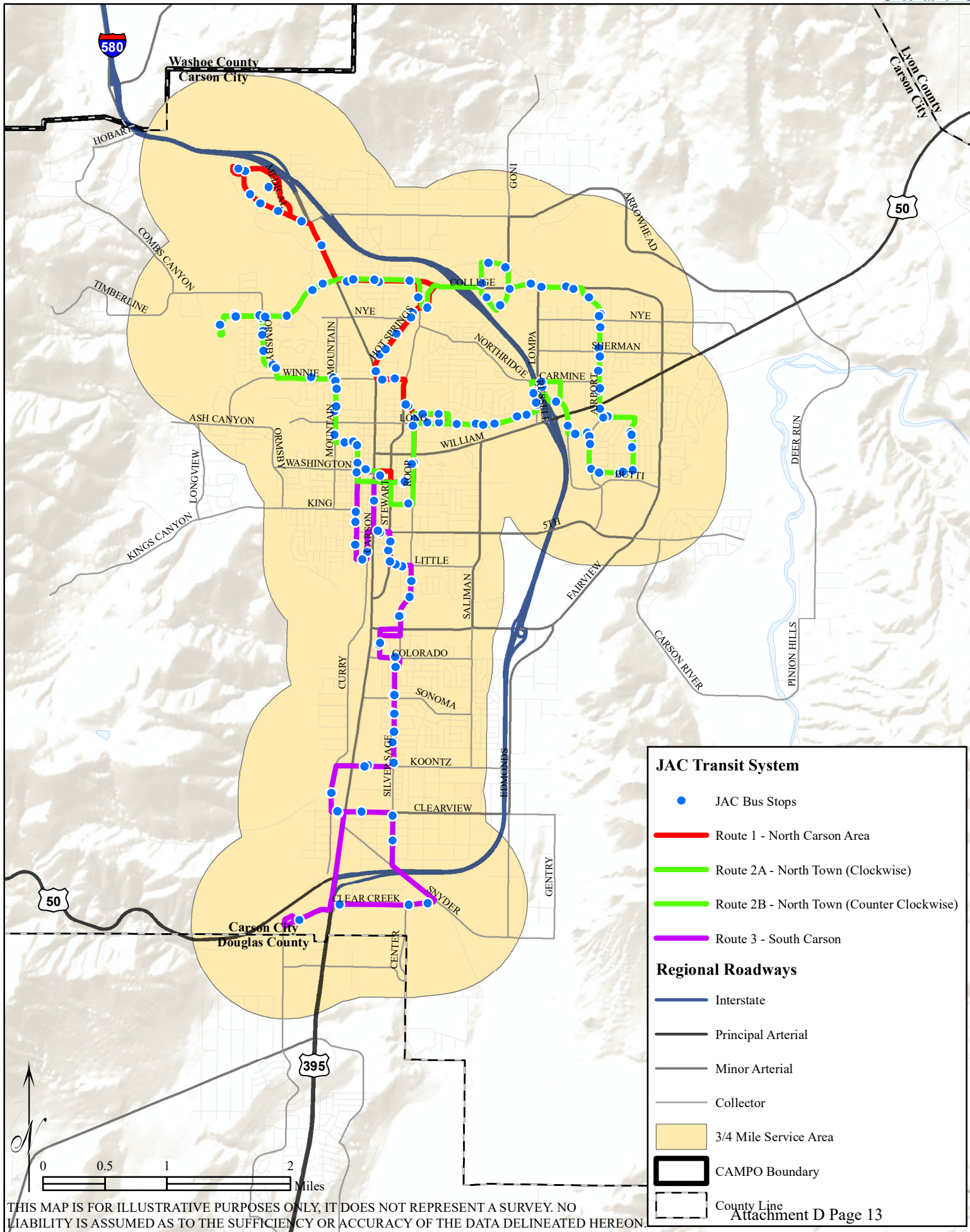
VI. Appendices

Appendix A – JAC Service Area

Appendix B (1-4) – Households with Limited English Proficiency by Language

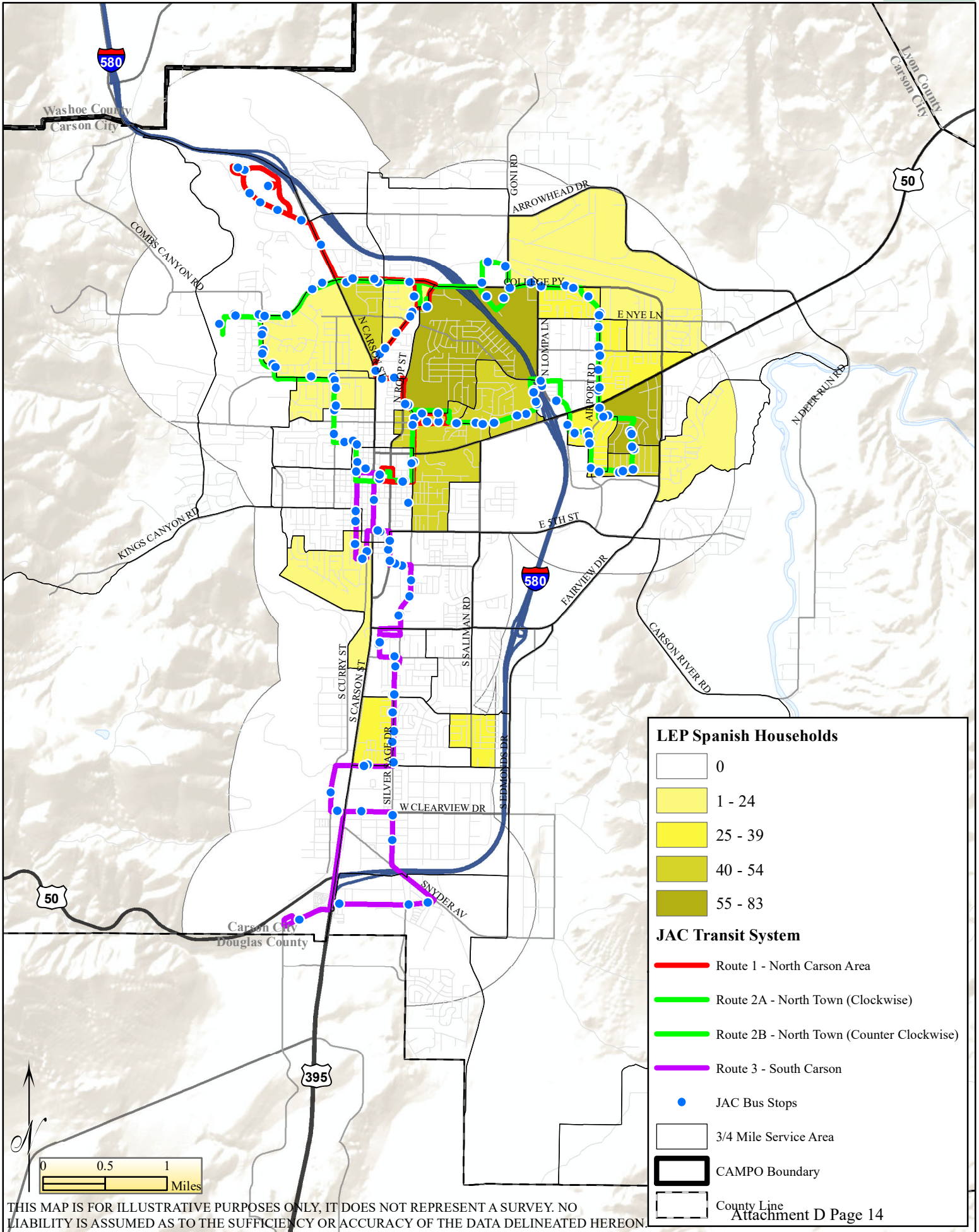
Appendix C – Survey of Community Organizations in Carson City

Appendix A - JAC Service Area



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

Appendix B-1: Spanish Households with Limited English Proficiency (LEP)

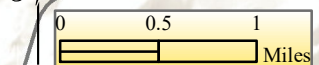


LEP Spanish Households

- 0
- 1 - 24
- 25 - 39
- 40 - 54
- 55 - 83

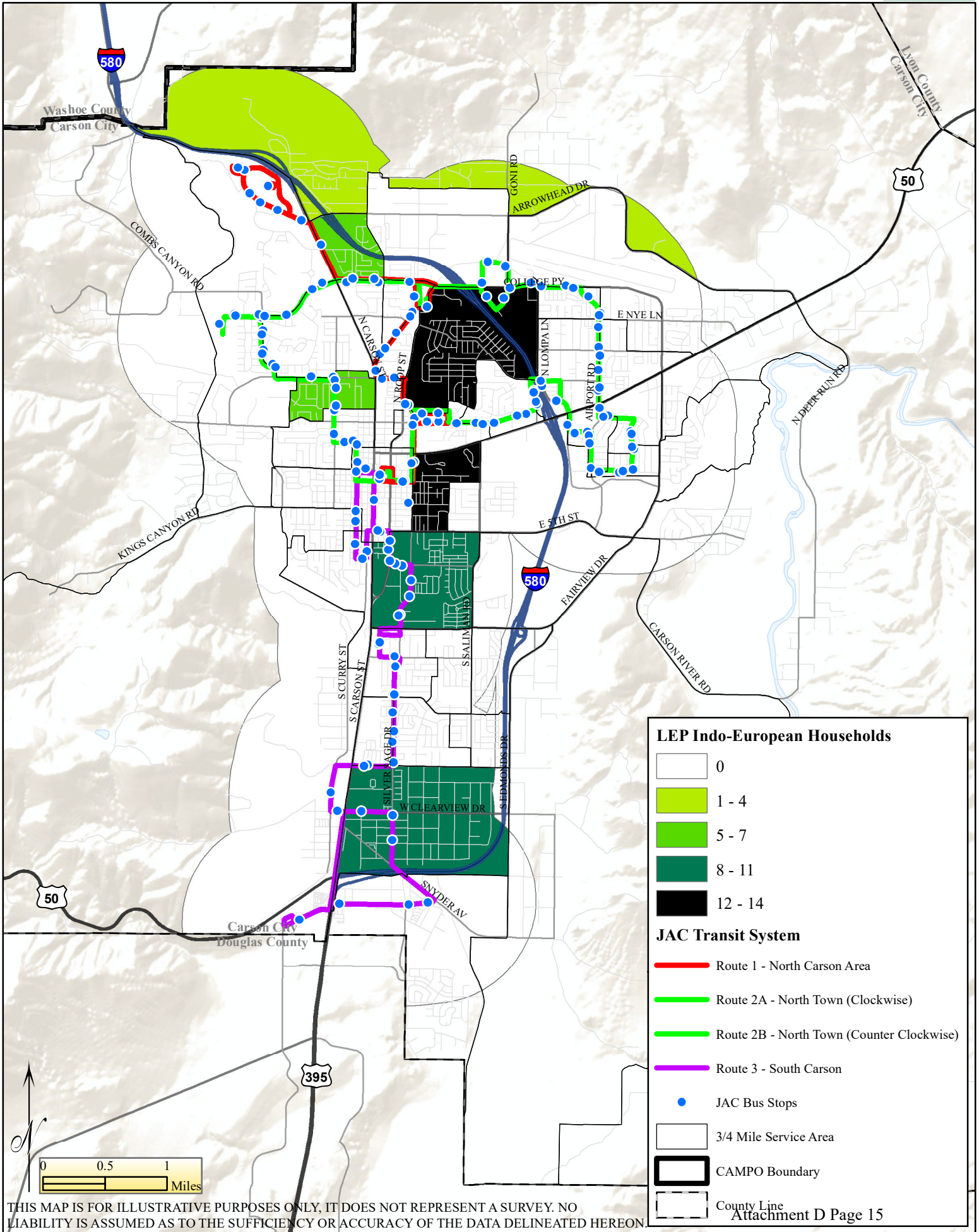
JAC Transit System

- Route 1 - North Carson Area
- Route 2A - North Town (Clockwise)
- Route 2B - North Town (Counter Clockwise)
- Route 3 - South Carson
- JAC Bus Stops
- 3/4 Mile Service Area
- CAMPO Boundary
- County Line



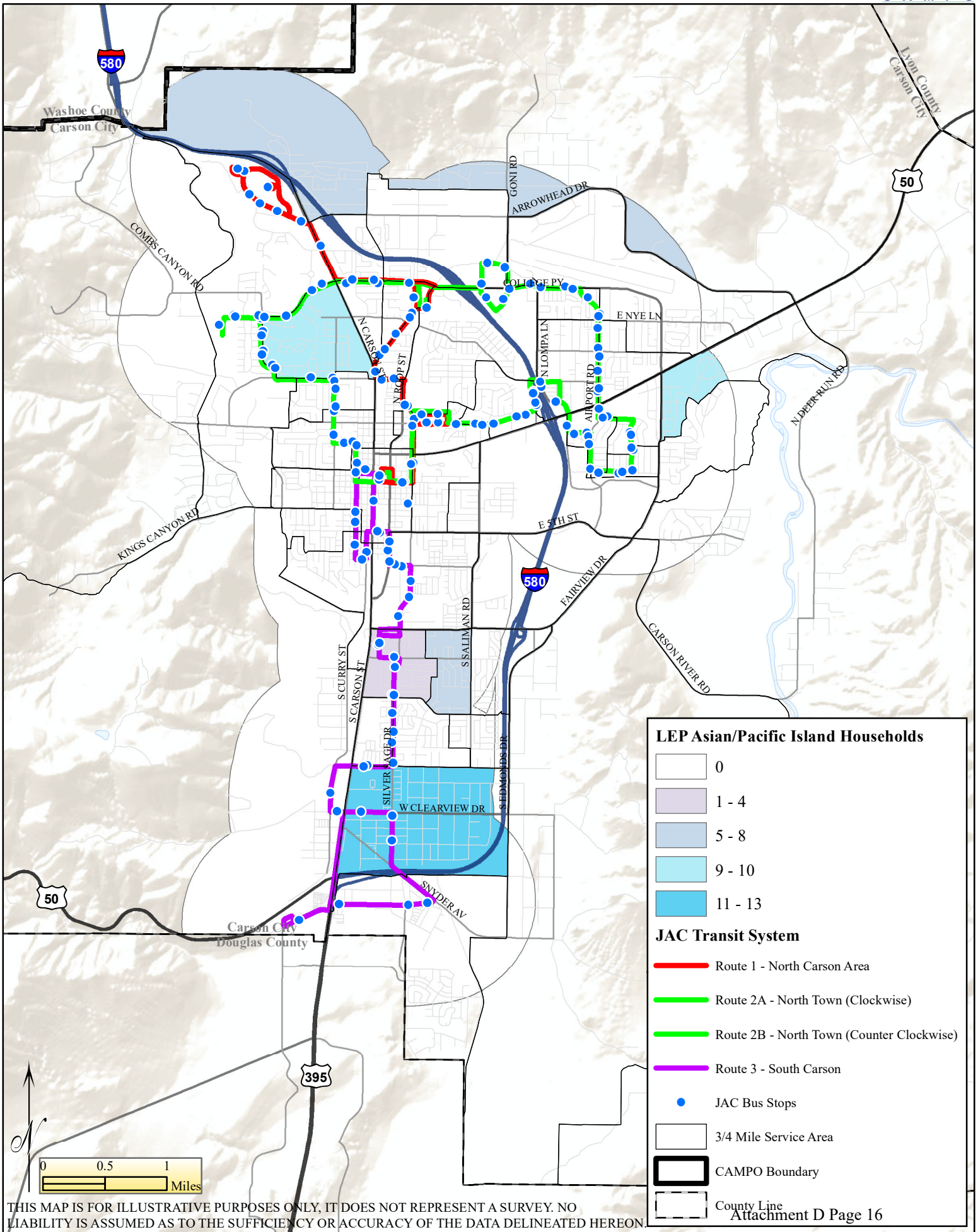
THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

Appendix B-2: Indo-European Households with Limited English Proficiency (LEP)



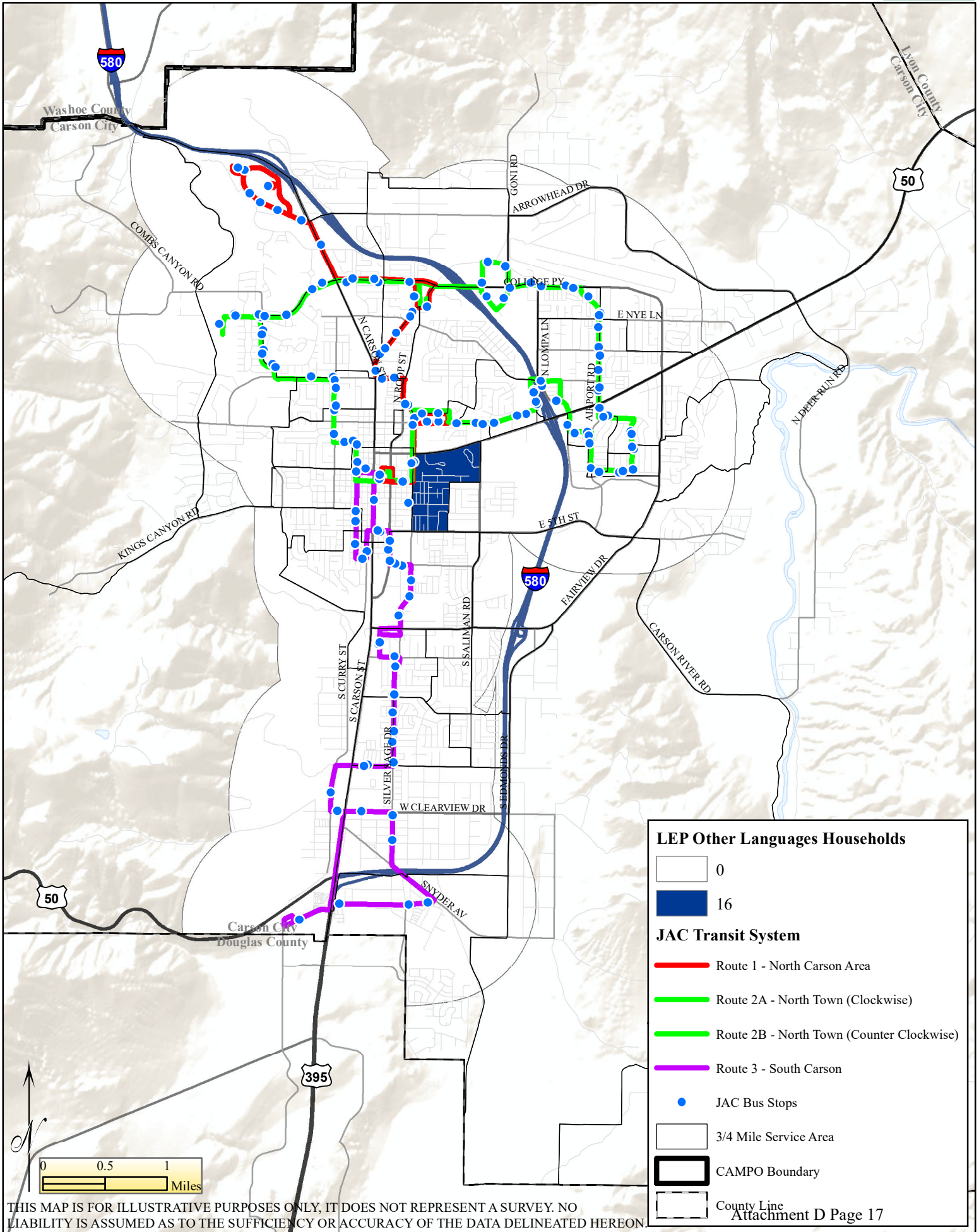
THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

Appendix B-3: Asian/Pacific Island Households with Limited English Proficiency (LEP)



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

Appendix B-4: Other Languages Households with Limited English Proficiency (LEP)



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

Appendix C

**LIMITED ENGLISH PROFICIENT (LEP) POPULATIONS:
SURVEY OF COMMUNITY ORGANIZATIONS IN CARSON CITY**

CAMPO is conducting a survey of community organizations and businesses that may provide services for Limited English Proficient (LEP) persons in Carson City. This information will be useful in the development of a language assistance plan for the Jump Around Carson (JAC) Transit system. Specifically, we are working to ensure that our transit services are accessible by those who speak limited English.

1. What is the name of your organization?

2. As a part of your work, how often do you interact with individuals whose proficiency in English is limited?

- | | |
|------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Several times per day | <input type="checkbox"/> Once per month |
| <input type="checkbox"/> Once daily | <input type="checkbox"/> Rarely or never |
| <input type="checkbox"/> Once per week | |

3. In your experience, is there a particular area of Carson City where significant numbers of LEP populations reside?

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

If yes, where? _____

4. In your experience, are there particular locations specific to LEP populations in Carson City that could be served by JAC Transit?

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

If yes, where? _____

5. What is the best way to gather input from the LEP population on transit-related topics such as route adjustments, fare options, and other general announcements?

6. What outreach strategies have worked well for you in effectively communicating your organization's message?

7. Has the LEP population inquired about how to access public transportation or expressed a need for public transportation service?

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

If yes, please explain.

8. Would your organization be interested in partnering with JAC Transit to help keep the community informed of updates regarding transit service?

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

If yes, please leave a contact name, along with a good phone number or email address.



Please direct further comments and questions to:

*Alex Cruz, Transit Coordinator
3770 Butti Way
Carson City, NV 89701
acruz@carson.org / (775) 283-7583*

Attachment E - System-Wide Services Standards and Policies



Jump Around Carson (JAC)

System-Wide Service Standards

&

System-Wide Service Policies



Purpose and Scope

Pursuant to requirements set forth in Federal Transit Administration regulations, fixed route public transit providers that receive Federal financial assistance must establish system-wide standards and policies for each specific fixed route mode of service it provides. These standards and policies must address how service is distributed across the transit system, and must ensure that the manner of the distribution affords users access to these assets.

The system-wide service standards are to be quantitative in nature, set by Jump Around Carson (JAC), and apply agency-wide rather than industry-wide. Providers of fixed route public transportation shall also adopt system-wide service policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

These standards and policies apply to all JAC transit service and passenger facilities. The execution of these standards and policies is performed by JAC. Ongoing oversight and support of the following Title VI standards and policies is performed by CAMPO staff.

JAC System-Wide Service Standards

Service Indicator Adoption and Monitoring

In accordance with FTA Title VI requirements, the Carson Area Metropolitan Planning Organization (CAMPO) shall regularly monitor the performance of its fixed route system relative to system-wide service standards and policies for the indicators discussed below. This is done to ensure routes serving primarily minority and non-minority areas are operated in a fair and equitable manner. Any significant service deficiencies identified through this process must be evaluated further to determine the extent to which minorities are affected. If the negative effect on minority persons is disproportionately higher than the effect on non-minority, additional steps may be necessary to address the discrepancy.

System-Wide Service Standards

The FTA requires all fixed route transit providers of public transportation to develop quantitative standards for the following indicators:

1. Vehicle Load
2. Vehicle Headway
3. On-time Performance
4. Service Availability

The service standards developed by CAMPO for the indicators listed above and contained herein are used to develop and maintain efficient and effective fixed route transit service.

1. Vehicle Load

Vehicle load factor is described by the FTA, in Circular 4702.1B, as follows:

Vehicle load can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees. A vehicle load standard is generally expressed in terms of peak and off-peak times.

Vehicle Load is calculated by dividing the average peak passenger load on each route by the number of seats on the type of bus typically assigned to that route. JAC fixed routes utilize various bus sizes. JAC operates 35-foot ‘pusher’ style buses with a capacity of 32 seated passengers, 24-foot ‘cutaway’ style buses with a capacity of 17 seated passengers, and 28-foot ‘cutaway’ style buses with a capacity of 18 seated passengers. A vehicle load factor for each type has been established for buses dependent on vehicle length. Vehicle load factor for the ‘pusher’ buses has been set at 1.63, which means these buses would reach capacity once all 32 seats had been filled and there are 20 standees. Vehicle load factor for 24-foot ‘cutaway’ buses is set at 1.65 (17 seated passengers, 11 standees). Vehicle load for the 28-foot ‘cutaway’ buses has been set at 1.55 (18 seated passengers, 10 standees). The variance in standees is due to the differences in vehicle gross vehicle weight rating (GVWR).

For both peak and off-peak times, JAC will be aiming for reduced vehicle load factors on all bus types due to both safety concerns and rider comfort. Therefore, JAC’s goal vehicle load factors will be 1.31 for the 35-foot buses (32 seated passengers and 10 standees), 1.29 for the 24-foot cutaways (17 seated passengers and 5 standees), and 1.28 for the 28-foot cutaways (18 seated passengers and 5 standees).

2. Vehicle Headway

Vehicle headway is described by the FTA, in Circular 4702.1B, as follows:

Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Vehicle headways are measured in minutes (e.g., every 15 minutes). Headways and frequency of service are general indications of the level of service provided along a route. Vehicle headway is one component of the amount of travel time expended by a passenger to reach his/her destination. A vehicle headway standard is generally expressed for peak and off-peak service as an increment of time (e.g., peak: every 15 minutes; and off peak: every 30 minutes).

The JAC fixed routes operate on one-hour headways. The routes repeat every hour and typically only one bus travels along each route per hour, although there are sections of roadways or particular bus stops that are serviced by multiple bus routes. The current service levels of the JAC system are sufficient to meet demand during peak and off-peak hours.

3. On-Time Performance

On-time performance is described by the FTA, in Circular 4702.1B, as follows:

On-time performance is a measure of runs completed as scheduled. This criterion must first define what is considered to be “on time.” For example, a transit provider may consider it acceptable if a vehicle completes a scheduled run between zero and five minutes late in comparison to the established schedule. On-time performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along the route. Some transit providers set an on-time performance standard that prohibits vehicles from running early (i.e., ahead of schedule) while others allow vehicles to run early within a specified window of time (e.g., up to five minutes ahead of schedule). An acceptable level of performance must be defined (expressed as a percentage). The percentage of runs completed system-wide or on a particular route or line within the standard must be calculated and measured against the level of performance for the system. For example, a transit provider might define on-time performance as 95 percent of all runs system-wide or on a particular route or line completed within the allowed “on-time” window.

JAC buses are determined to be on-time if it departs a scheduled “time point” between zero to five minutes later than the published time. Buses are considered early if they depart from a published time point prior to the scheduled departure. It is JAC’s goal to be on-time at least 85 percent of the time. JAC staff regularly monitors on-time performance and discussions with bus operators are used to identify vehicle scheduling issues which may be corrected through service changes.

4. Service Availability

Service availability is described by the FTA, in Circular 4702.1B, as follows:

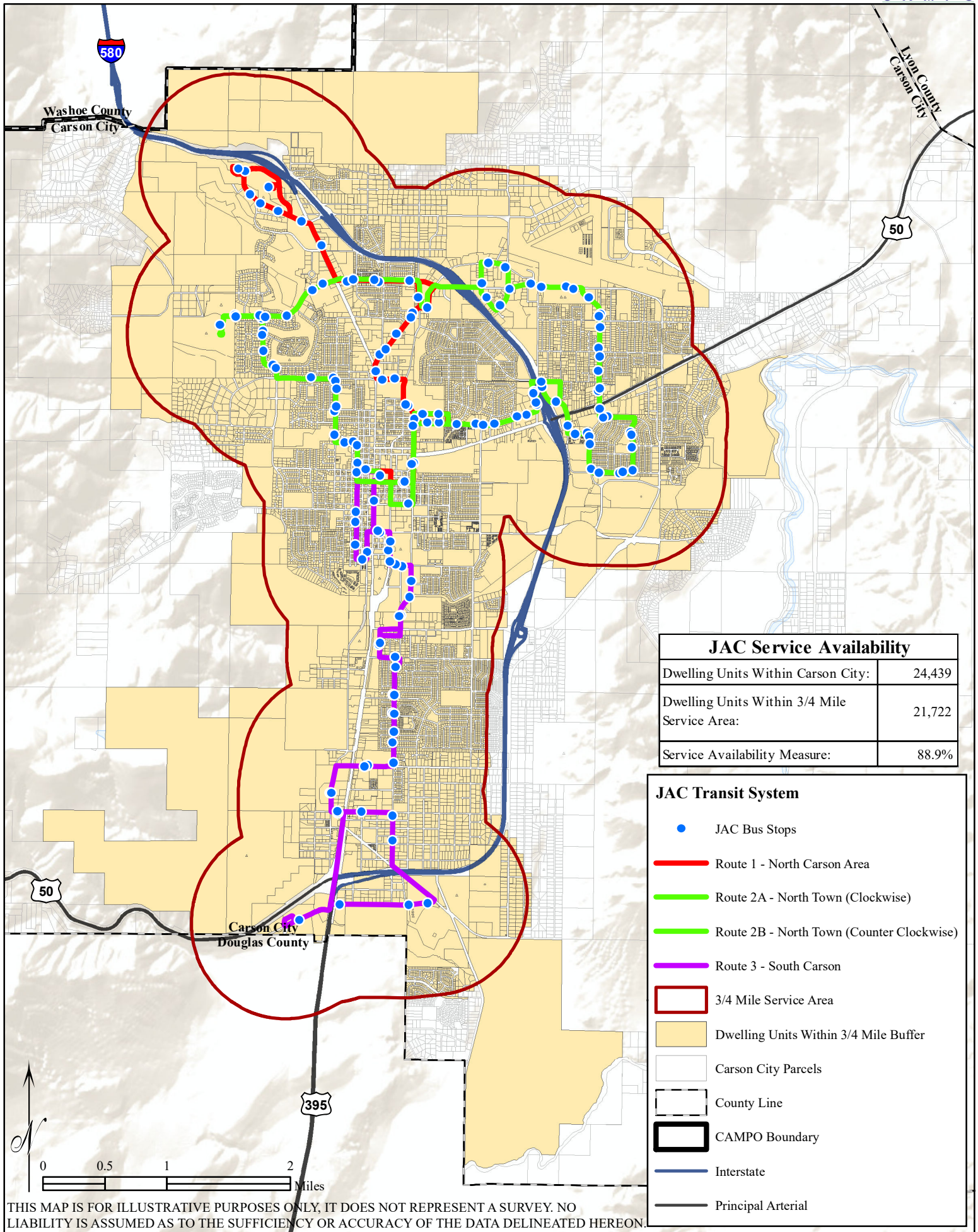
Service Availability is a general measure of the distribution of routes within a transit provider's service area. For example, a transit provider might set a service standard to distribute routes such that a specified percentage of all residents in the service area are within a one-quarter mile walk of bus service or a one-half mile walk of rail service. A standard might also indicate the maximum distance between stops or stations. These measures related to coverage and stop/station distances might also vary by population density.

The goal for JAC's fixed route services is to provide bus service within three-quarter mile of 75 percent of the dwelling units within Carson City. The presence of JAC transit service is particularly strong in more densely populated low-income and minority parts of the Service Area.

Service Availability is determined by mapping a three-quarter mile buffer around all four of JAC's fixed routes and using assessor parcel information to determine the total number of dwelling units within or that touch the three-quarter mile buffer boundary. The Service Availability measure compares the total number of dwelling units City wide and the total number of dwelling units within the Service Area boundary. The total number of dwelling units City wide is divided by the total number of dwelling units within the three-quarter mile Service Area.

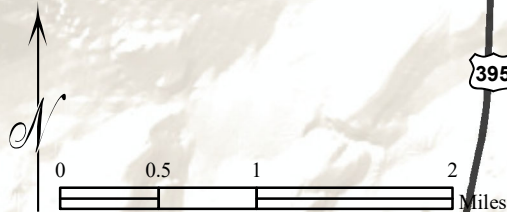
This Service Availability measure demonstrates that 88.88% of the dwelling units within Carson City are located within the three-quarter mile buffer. Figure 1 provides a graphical representation of the Service Availability measure for JAC.

Figure 1 - Jump Around Carson (JAC) Transit System 2023 Service Availability Measure



JAC Service Availability	
Dwelling Units Within Carson City:	24,439
Dwelling Units Within 3/4 Mile Service Area:	21,722
Service Availability Measure:	88.9%

- JAC Transit System**
- JAC Bus Stops
 - Route 1 - North Carson Area
 - Route 2A - North Town (Clockwise)
 - Route 2B - North Town (Counter Clockwise)
 - Route 3 - South Carson
 - 3/4 Mile Service Area
 - Dwelling Units Within 3/4 Mile Buffer
 - Carson City Parcels
 - County Line
 - CAMPO Boundary
 - Interstate
 - Principal Arterial



THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DELINEATED HEREON.

JAC System-Wide Service Policies

The FTA requires fixed route transit providers to develop system-wide policies for given service indicators. Transit providers may also opt to set policies for additional indicators as appropriate. The following system-wide policies differ from service standards in that they are not necessarily based on meeting a quantitative threshold, but rather qualitative evaluation results:

1. Distribution of Transit Amenities
2. Vehicle Assignment

The service standards developed by CAMPO for the indicators listed above and contained herein are used to develop and maintain an equitable and effective fixed route transit system.

1. Distribution of Transit Amenities

Distribution of transit amenities is described by the FTA, in Circular 4702.1B, as follows:

Transit amenities refer to items of comfort, convenience, and safety that are available to the general public. Fixed route transit providers must set a policy to ensure equitable distribution of transit amenities across the system. Transit providers may have different policies for the different modes of service that they provide. Policies in this area address how these amenities are distributed within a transit system, and the manner of their distribution determines whether transit users have equal access to these amenities. This...is not intended to impact funding decisions for transit amenities. Rather, this...applies after a transit provider has decided to fund an amenity.

Transit amenities are distributed along JAC fixed routes on a system-wide basis. Transit amenities include benches, shelters, waste receptacles. The location of transit amenities is determined based on greatest need, factors of which include ridership, public input/requests, and staff recommendations. Printed information (route map/fares/schedules) is provided at the JAC Operations building as well as on all JAC buses and at all ticket outlets.

2. Vehicle Assignment

Vehicle assignment is described by the FTA, in Circular 4702.1B, as follows:

Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout the transit provider's system.

There are two types of fixed route buses in the JAC system; pusher and cutaway. Pusher style buses have a capacity of 32 passengers, 24-foot cutaway buses have a capacity of 17 passengers and 28-foot cutaway buses have a capacity of 18 passengers. All buses are ADA compliant (with wheelchair ramp and securement area), and are equipped with two-way radio communications, air conditioning, bike racks, and video surveillance. Any fixed route bus in the fleet may be dispatched to any route in the system on any given day.