



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 7, 2021

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed staffing addition for a limited duration, grant funded, full-time Senior Traffic Systems Technician position in the Carson City Employees Association "CCEA" T3 job classification, for the Carson City Public Works Department to support the Carson Area Transportation System Management Plan ("CATSMP"). (Darren Schulz, Dschulz@carson.org; Lucia Maloney, Lmaloney@carson.org; and James Jacklett, Jjacklett@carson.org)

Staff Summary: Staff is requesting approval to hire a full-time Senior Traffic Systems Technician to support the CATSMP project. This position will be fully reimbursable through an existing federal grant through the use of Planning Cooperative Agreement No. P301-19-804 with the Nevada Department of Transportation ("NDOT").

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the staffing addition as presented.

Board's Strategic Goal

Efficient Government

Previous Action

July 10, 2019: CAMPO approved Cooperative Agreement P301-19-804 for the development of a CATSMP between the Carson Area Metropolitan Planning Organization ("CAMPO") and NDOT for a total amount of \$684,211.00.

August 12, 2020: CAMPO approved Contract No. 19300159, Carson Area Transportation System Management Plan with Kimley-Horn and Associates for a not-to-exceed amount of \$573,960.00 through December 31, 2021 to be 100% funded from an agreement with NDOT.

Background/Issues & Analysis

The CATSMP is a technical planning document that will establish operations and management objectives to improve the performance of the transportation system in the CAMPO region. The CATSMP consists of four main tasks: asset management planning, performance measurements, traffic signal system optimization, and a final report. Through the process of scope refinement, staff has determined that specific tasks will be better supported and performed by the City than the consultant. These tasks range from those dependent upon manual asset collection that is tied heavily to institutional knowledge and performed during the asset management task, to those required to program and configure the system through the optimization task. These tasks will require continuous communication and coordination as well as assistance from existing staff and access to facilities and applications internal to the City. The labor effort required to properly support the

CATSMP project is greater than that currently available in transportation planning and operations and cannot be accommodated with existing staff availability.

The Department has carefully reviewed and considered the needs of the CATSMP and the funding available through the funding agreement with NDOT, and has determined that hiring a temporary, full-time Senior Traffic Systems Technician will provide the required level of technical proficiency and support the successful execution of the CATSMP project.

If approved, staff will immediately pursue hiring of a qualified candidate. Due to recruitment timelines, it is anticipated that a realistic start date would be March 1, 2021. The period of the temporary position is proposed to be for a period not to exceed 10 months, or 1,734 hours.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project G302820002, CAMPO Grants Account / 2453028-501210

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, the above-mentioned account will have a net decrease of up to \$80,000.00. Adequate funding is available through Planning Cooperative Agreement P301-19-804 between CAMPO and NDOT. CAMPO is staffed by Carson City Public Works, and the requested position will be fully reimbursable through the agreement. Agreement funding is comprised of Federal Surface Transportation Block Grant ("STBG") funds with a required 5% local match. Due to the acknowledged regional significance of the grant funded activities, NDOT provided the required local match using the state's share of fuel tax revenue that would otherwise be unavailable to either CAMPO or Carson City. There is no local match requirement of Carson City or CAMPO as part of the Agreement.

The City, in cooperation with the consultant under contract 19300159, has revised the scope to remove the in-person data collection efforts resulting in fee reduction of approximately \$94,000. This will be used to fully fund this position.

The agreement funding is only for the duration of the CATSMP and no future funding is anticipated. The position will be clearly advertised as having a limited duration that will terminate after 10 months, or 1,734 hours, or if funding for the project is exhausted or otherwise impacted.

Alternatives

Do not approve the proposed staffing addition and provide alternative direction to staff.

Attachments:

[Senior Traffic Systems Technician.doc](#)

[P301-19-804 Agreement.pdf](#)

[6A CAMPO 12AUG20 SR CATSMP Award.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



JOB DESCRIPTION

JOB TITLE:	Senior Traffic Systems Technician	FLSA:	Non-Exempt
DEPARTMENT:	Public Works	GRADE:	T301/T302
REPORTS TO:	Operations Manager-Control Sys	DATE:	July 1, 2015

SUMMARY OF JOB PURPOSE:

Under general supervision, performs complex technician-level installation, repair and preventive maintenance of electrical and electronic components of traffic systems equipment in a variety of City locations.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Participates in the design, layout, modification, and installation of traffic control systems, controllers and related system elements; prepares working drawings and sketches; assists in preparing project specifications.
- Prioritize tasks, projects and repair orders; react to emergency repairs as required.
- Estimates materials, parts, tools and equipment needed for work assignments; orders and picks up materials and supplies from outside vendors as appropriate; prepares cost estimates for job.
- Performs skilled traffic signal work such as the installation, maintenance and repair of traffic signals, network communications, signal cables, relays, switches, boxes, controllers and other related equipment.
- Performs field and bench tests on electrical and electronic circuitry and various components, including solid state digital micro-processing systems; determines source of malfunctions and makes repairs as required.
- Inspects and performs preventive maintenance on systems and equipment; tests electronic and electrical elements to ensure ongoing usage.
- Maintains and repairs digital solid state traffic controllers, conflict monitors, video detection and incident detection systems, microwave detection systems, local communication interface units, load switches, pre-emption systems and vehicle induction loops.
- Troubleshoots and repairs knockdowns or damaged systems or components on an emergency basis.
- Reads diagrams, blueprints, specifications and manuals for installation and repair projects.
- Maintains and services electrical test and repair equipment and hand and power tools; keeps small inventory of frequently used supplies and parts.
- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

ESSENTIAL FUNCTIONS

- Maintains records of work performed and materials used.
- Ensures that proper safety precautions are followed, particularly around energized circuits.
- Drives City vehicles to work sites and transports materials; may work from lift trucks, ladders and other elevating devices.
- Demonstrates courteous and cooperative behavior when interacting with the public and City staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Equivalent to a High School education or GED; AND three (3) years of journey-level experience in the maintenance and repair of traffic control systems and equipment; OR an equivalent combination of education, training and experience as determined by Human Resources.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- A valid class A Driver's License within 6 months of hire (valid class C Driver's License at time of hire)
- Must possess valid International Municipal Signal Association (IMSA) Level III certification within 6 months of hire.
- Must take pre-employment physical examination and Respiratory Fit test.

Required Knowledge and Skills**Knowledge of:**

- Principles, methods and materials used in the installation, repair, modification, and maintenance of a traffic signal systems and equipment, including microprocessor, digital, analog, and solid state systems.
- Methods and materials used electronic information and control system installation, maintenance and repair.
- Operation and maintenance of a variety of hand, power and shop tools and test equipment used in the trade.
- Applicable codes and regulations; safe work methods and safety procedures pertaining to the work.
- Shop mathematics; record keeping practices.
- Basic job estimation.
- Intelligent transportation systems and computer software and hardware related to transportation and communication systems.
- City geography.

Skill in:

- Operating and maintaining specialized equipment required for traffic signal installation, modification, maintenance and repair.
- Designing, laying out and preparing sketches for traffic signal and related installation and maintenance jobs.
- Estimating necessary materials, parts and equipment to complete assignments.
- Safely using and maintaining hand and power tools and test equipment related to the work.
- Directing and instructing others on a project basis.
- Maintaining accurate records of work performed.
- Reading and interpreting manuals, specifications, drawings and blueprints.
- Using initiative and independent judgment within established procedural guidelines.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with those encountered in the course of the work.

SUPERVISION RECEIVED AND EXERCISED:

Under General Supervision - Incumbents at this level are given assignments and objectives that are governed by specifically outlined work methods and a sequence of steps, which are explained in general terms. The responsibility for achieving the work objectives, however, rests with a superior. Immediate supervision is not consistent, but checks are integrated into work processes and/or reviews are frequent enough to ensure compliance with instructions.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Strength and mobility to work in a typical field setting, including operating hand and power tools; stamina to perform sustained physical labor, including standing, walking, climbing and working in confined or awkward spaces; strength to lift and maneuver materials and equipment weighing up to 80 pounds with proper equipment; work at height of up to seventy-five (75) feet; vision to read printed materials; and hearing and speech to communicate in person or over a radio or telephone. Work outdoors, sometimes in adverse weather conditions and extreme temperatures. Work involves exposure to potentially hazardous electrical current and possibility of injury.

Employees must maintain an active telephone. Employees must reside within 30 minutes of Carson City. Employees must be willing to work overtime, shifts, weekends and holidays. Required to be on-call.

CONDITIONS OF EMPLOYMENT:

1. All new employees will serve a probationary period of twelve (12) months. Such employees are not subject to the collective bargaining agreement and may be laid off or discharged during this period for any reason, or no reason.
2. Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.
3. Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.
4. Employees shall be required to complete Incident Command System training as a condition of continuing employment.
5. New employees are required to submit to a fingerprint-based background investigation which cost the new employee \$56.25 and a drug/alcohol screen which costs \$84.00. Employment is contingent upon passing the background and the drug/alcohol screen.
6. Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at www.ucis.gov
7. This position is covered under the authority of the Federal Motor Carrier Safety Administration (FMCSA) and/or the Federal Transit Administration (FTA).

All employees covered by this job description are subject to drug and alcohol testing in accordance with the requirements of the FMCSA, as set forth in 49 CFR part 382 as amended; or the FTA, as set forth in 49 CFR part 655 as amended; and the Carson City Anti-Alcohol Misuse Prevention Program; which are hereby referenced and made part of this job description, that mandate urine testing and breath alcohol testing for safety-sensitive positions, as well as those positions that require a commercial driver's license (CDL); requires termination of employment when there is a positive test result.

The US Department of Transportation (DOT) also imposes 49 CFR part 40 as amended, which is hereby referenced and made part of this job description, that establishes standards for collection and testing of urine and breath specimens.

Copies of parts 382, 655 and 40 are available in the Alcohol Program Manager's office and on the internet at the Office of Drug and Alcohol Policy and Compliance website www.dot.gov/ot/dapc/index.html

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

“Carson City is an Equal Opportunity Employer”

PLANNING COOPERATIVE LPA AGREEMENT

This Agreement is made and entered on 08/08/2019, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Carson Area Metropolitan Planning Organization (CAMPO), 3505 Butti Way, Carson City, NV 89701(hereinafter "LOCAL AGENCY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides that the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to ensure that such projects are completed in conformance with FHWA Standards; and

WHEREAS, the LOCAL AGENCY is willing to agree to manage the development a Transportation System Management Plan (TSMP) that establishes commonly held operations and management objectives and serves as an asset management plan that will result in improved transportation system performance. This will be completed for Carson City, Douglas, Lyon, and Storey counties. Additionally, the TSMP will be coupled with an implementation component that prepares optimized traffic signal timing plans along coordinated signalized corridors and produces "before" and "after" measures of effectiveness (MOE's) to quantify the changes in traffic operations resulting from signal equipment upgrades and signal timing changes. Specifics including background, tasks, and deliverables are outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the LOCAL AGENCY for Federal Surface Transportation Block Grant Program funds; and

WHEREAS, the LOCAL AGENCY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the LOCAL AGENCY's Date Universal Numbering System (DUNS) Number 827483202 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

- 1. To ensure that the LOCAL AGENCY's actions are taken in accordance with applicable Federal and State regulations and policies.

2. To obligate Federal Surface Transportation Block Grant Statewide Program funding for the PROJECT in a maximum amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00). In addition, there will be Thirty-Four Thousand Two Hundred Eleven and No/100 Dollars (\$34,211.00) of State Gas Tax Funding. The total amount of funding on this Agreement is Six Hundred Eighty-Four Thousand Two Hundred Eleven and No/100 (\$684,211.00)

3. To establish a Project Identification Number to track all PROJECT costs.

4. Once the funding is obligated, to provide the LOCAL AGENCY with a written "Notice to Proceed" authorizing the start of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

5. To review, comment and approve the LOCAL AGENCY's planning document at intermittent intervals during the PROJECT, including a review of the final PROJECT.

6. The DEPARTMENT shall have twenty (20) calendar days after the postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the LOCAL AGENCY within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both parties hereto and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both parties hereto for payment.

7. To review and approve the LOCAL AGENCY's procedures utilized for advertising, bid opening, and awarding of the PROJECT so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements. Although there is not a Disadvantaged Business Enterprise (DBE) goal associated with this project, it is recommended that DBE firms are used whenever possible.

8. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

9. To authorize the LOCAL AGENCY to proceed with the advertisement and award of the PROJECT contract once the RFP documentation has been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

10. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed." The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

11. To assign a Local Public Agency Coordinator and a Project Manager to act as the DEPARTMENT's representatives to monitor the LOCAL AGENCY's compliance with applicable Federal and State requirements.

12. To review and approve, when acceptable to the DEPARTMENT, any changes to the scope of the PROJECT which does not alter the maximum reimbursement to the LOCAL AGENCY as established in ARTICLE I, Paragraph 2, minus any DEPARTMENT eligible

PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

13. To review the LOCAL AGENCY's draft PROJECT and to approve the final draft of the LOCAL AGENCY's PROJECT.

ARTICLE II - LOCAL AGENCY AGREES:

1. To perform or have performed by consultant forces: (a) the advertisement, award, and management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including, but not limited to, those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <https://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference.

2. To allow the DEPARTMENT thirty (30) days to review and accept the draft PROJECT as a final task of PROJECT completion.

3. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

4. To submit to the DEPARTMENT one (1) final PDF of all final PROJECT materials and findings.

5. To submit to the DEPARTMENT for review and approval any addenda, supplementals, and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

6. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during the PROJECT.

7. To perform PROJECT documentation and quality control during the LOCAL AGENCY's contract administration according to its established procedures, as approved by the DEPARTMENT. If the LOCAL AGENCY does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual." The manual may be obtained from the DEPARTMENT's Administrative Services Division.

8. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements, and any future Federal reporting requirements, and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

9. As work progresses on the PROJECT, the LOCAL AGENCY shall provide the DEPARTMENT with monthly invoices for payment of 100 percent of eligible PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon, and accompanied by, auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount as established in Article I, Paragraph 2. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200 and the SAM.

10. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C.

Section 112(C) and 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT” and Attachment D – “Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities,” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2022.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The LOCAL AGENCY’s indirect rate shall be approved by its cognizant federal agency and that approval must be provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis in order to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties hereto.

4. Each party agrees to complete a joint final review of PROJECT materials prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:	
LOCAL AGENCY Planning Study Costs:	\$684,211
<u>Total Estimated PROJECT Costs:</u>	<u>\$684,211</u>
Available Funding Sources:	\$650,000
Surface Transportation Block Grant Statewide (Federal Funds):	
State Gas Tax Match Funds:	\$34,211
<u>Total PROJECT Funding:</u>	<u>\$684,211</u>

6. The LOCAL AGENCY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The “Notice to Proceed” includes the “project end date,” which establishes the limit of federal participation for a project or phase of work associated with a project. The “project end date” is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The LOCAL AGENCY is responsible for any costs incurred on the PROJECT after the “project end date.” The LOCAL AGENCY agrees that the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the “project end date.”

7. The total eligible PROJECT costs shall be determined based upon the amount of the awarded Federal Surface Transportation Block Grant Statewide Program and State Gas Tax funds, as awarded by the LOCAL AGENCY, subject to federally budgeted appropriations. The LOCAL AGENCY is responsible for one hundred percent (100%) of all costs not eligible for Federal or State funding. The LOCAL AGENCY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200 and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which sets forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. PROJECT materials shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The LOCAL AGENCY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

10. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or LOCAL AGENCY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

11. Should this Agreement be terminated by the LOCAL AGENCY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the LOCAL AGENCY's failure to perform, the LOCAL AGENCY shall reimburse the DEPARTMENT for any payments made to the LOCAL AGENCY and any PROJECT costs incurred by the DEPARTMENT. Because this PROJECT will be completed in three phases, however, LOCAL AGENCY and DEPARTMENT specifically agree that LOCAL AGENCY will not be required to reimburse DEPARTMENT for payments or costs that were incurred for an already completed phase of the PROJECT. The exception to this will be that if the phase is not accepted as completed by the DEPARTMENT or if it does not have utility and provide improvements for the region as defined in the first paragraph of Attachment A.

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

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn: Mark Costa
Division Chief Multimodal Planning
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7120
Fax: (775) 888-7207
E - mail address: mcosta@dot.nv.gov

FOR LOCAL AGENCY: Lucia Maloney
Carson Area Metropolitan Planning Organization
(CAMPO)
3505 Butti Way
Carson City, Nevada 89701
Phone: 775-283-7396
Fax: 775-887-2112
Email: LMaloney@carson.org

13. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

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

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

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

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

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

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

22. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

23. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

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

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

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

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

28. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

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

30. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations,

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

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

Carson Area Metropolitan Planning Organization

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

DocuSigned by:

Lucia Maloney

E6C6EC42B788464...

DocuSigned by:

Kristina L. Swallow

D2B76C01E4FB...

Director

Approved as to Form:

DocuSigned by:

Todd Peese

D2AF991331B943F...

Approved as to Legality & Form:

DocuSigned by:

Shane Chesney

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Deputy Attorney General

ATTACHMENT
“A”

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)
FY20/FY21 CARSON AREA
TRANSPORTATION SYSTEM MANAGEMENT PLAN**

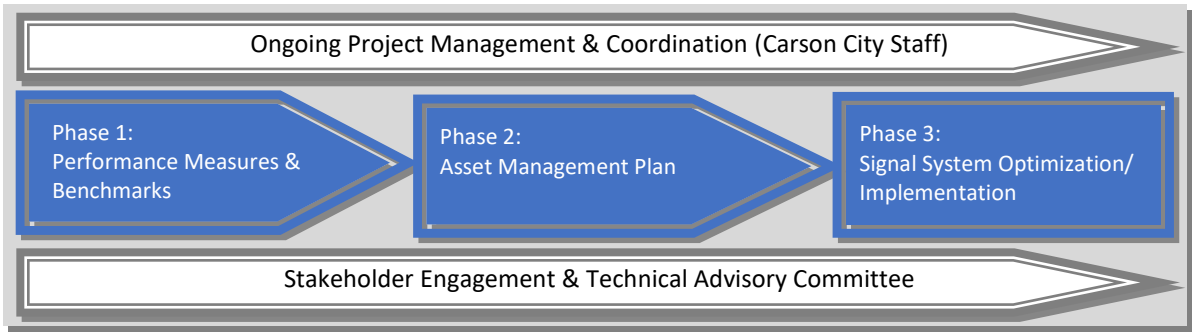
The 2020/2021 Carson Area Transportation System Management Plan will cover the CAMPO planning area and all traffic signals operated and/or maintained by the Consolidated Municipality of Carson City (City), including Carson, Douglas, Lyon, and Storey Counties.

The primary purpose of the project is to develop a Transportation System Management Plan (TSMP) for the Carson Area that establishes commonly held operations and management objectives and serves as an asset management plan that results in improved transportation system performance. The TSMP will guide local jurisdictions, staff, and the Nevada Department of Transportation (NDOT) to make transparent and performance-based investments in traffic control and in ITS infrastructure, as well as to equip staff to manage and operate the transportation system efficiently and effectively. It will guide the partner jurisdictions' asset management program(s) for transportation infrastructure with the goal of improving the efficiency and reliability of the transportation system. It will also provide guidance for making strategic investment decisions related to future infrastructure that will manage system demand and usage. The final phase of the TSMP will serve to quantify the changes in traffic operations that result from implementation of infrastructure enhancement and signal timing changes recommended by the TSMP.

The primary purpose of the project is to establish commonly held operations and management objectives (Phase 1: Performance Measures & Benchmarks) in an asset management plan (Phase 2: Asset Management Plan) that improves transportation system performance through informed, consistent, and transparent decision-making throughout the Carson area. Additionally, the project couples the TSMP with an implementation component (Phase 3: Signal System Optimization/Implementation) that prepares optimized traffic signal timings along signalized corridors and produces "before" and "after" measures of effectiveness (MOE's) to quantify the changes in traffic operations resulting from signal equipment upgrades and signal timing changes.

Project work tasks may include, but are not limited to, the data collection, planning, and professional engineering services required for the three phases described below. The project includes Carson City staff time required to plan, organize, manage, and execute the project. It is also anticipated to include consultant teams who will be encouraged to expand upon the draft scope of services to be provided in a formal Request for Qualifications (RFQ) to provide for a comprehensive, yet efficient, work product that can be implemented by each of the participating jurisdictions.

Figure 1 graphically illustrates the project phases, including ongoing project management & coordination to be led by Carson City staff, and Stakeholder Engagement & Technical Advisory Committee who will jointly advise and support the project through each of the three (3) work phases.



Each phase of this TSMP shall have independent value and thus utility to the travelling public in Carson City, Douglas, Lyon and Story Counties. This will result in less delay and overall transportation system improvement for the region as a whole.

**Attachment B
AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.**

I, Lucia Maloney (Name of party signing affidavit and Proposal Form)
Transportation Manager (title) being duly sworn do depose and say: That
Carson City, Public works (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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (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.

DocuSigned by:
Lucia Maloney
Signature

Transportation Manager
Title

08/07/2019
Date

Attachment C

**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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Lucia Maloney

Name (please type or print)

DocuSigned by:

Lucia Maloney
Signature
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Transportation Manager

Title

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a 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-LLLA 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 is 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," 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 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-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. 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, DC 20503.



STAFF REPORT

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

Meeting Date: August 12, 2020

Staff Contact: Chris Martinovich, Transportation/Traffic Engineer

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 19300159, Carson Area Transportation System Management Plan (CATSMP), with Kimley-Horn and Associates for a not to exceed amount of \$573,960, through December 31, 2021, to be funded from an agreement with the Nevada Department of Transportation (NDOT).

Staff Summary: The CATSMP is a technical planning document that will establish operations and management objectives to improve the performance of the transportation system in the CAMPO region. The CATSMP consists of four main tasks: Asset Management Planning, Performance Measurements, Traffic Signal System Optimization, and a Final Report. Decision-making will be supported by a technical advisory committee consisting of representatives from each of the partner jurisdictions and the Nevada Department of Transportation (NDOT). Kimley-Horn and Associates will assist CAMPO staff in the management and development of the CATSMP. The analyses conducted through this contract will take approximately sixteen months to complete.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the contract as presented.

Previous Action

Cooperative Agreement P301-19-804 for the development of a Transportation System Management Plan between CAMPO and the Nevada Department of Transportation was approved at the July 10, 2019 CAMPO Board Meeting for a total amount of \$684,211.00.

Background/Issues & Analysis

The primary purpose of the CATSMP is to establish commonly held operations and management objectives and serve as an asset management plan that results in improved transportation system performance. Carson City currently provides technical services for operations and maintenance of traffic control systems in Carson City, Douglas, Lyon, and Storey counties through existing agreements. The CATSMP will guide local jurisdictions, staff, and the Nevada Department of Transportation (NDOT) to make transparent and performance-based investments in traffic control and in ITS infrastructure, as well as to equip staff to manage and operate the transportation system efficiently and effectively. The Plan will help guide the City's asset management program for transportation infrastructure with the goal of improving the efficiency and reliability of the transportation system. It will also provide guidance

for making strategic life cycle cost and investment decisions related to future infrastructure that will manage system demand and usage.

The CATSMP consists of three main tasks in addition to project management and final report creation:

- Task 3.1: Asset Management Planning
- Task 3.2: Performance Measures and Benchmarks
- Task 3.3: Traffic Signal System Operation

Each project task is related to the outcome of previous tasks. Because of this dependency, Task 3.1 to Task 3.3 will be authorized individually by Staff as the project progresses with scope modifications made to reflect the current status of the project.

The Request for Qualifications was published in the Reno Gazette Journal and on Carson City’s website on March 10, 2020. Two proposals were received. The Review and Selection Committee selected Kimley-Horn and Associates to recommend to CAMPO. The project will be managed by CAMPO staff. CAMPO staff time required for management of the project will be reimbursable as outlined in the existing funding agreement. If approved, the project will be initiated and is anticipated to be completed within approximately sixteen months.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project G302820002, CAMPO Grants Account / 2453028-501210

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, the above account will have a net decrease of \$573,960. Cooperative Agreement P301-19-804 is fully funded with federal funding and state gas tax revenue, with no local match required by either CAMPO or the local jurisdictions for this project.

Supporting Material

-Exhibit-1: Contract No. 19300159