



KAREN ELLISON, RECORDER

Assessor's Parcel Number: N/A

Date: JANUARY 11, 2016

Recording Requested By:

Name: TRAVIS LEE, COMMUNITY SERVICES
(#PR491-15-802)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

GRANTEE'S AGREEMENT #2016.011

(Title of Document)

BOCC FILED

NO. 2016.011

Agreement Number PR491-15-802

2016 JAN 11 AM 10:46

GRANTEE'S AGREEMENT

DOUGLAS COUNTY
CLERK
DEPUTY

This Agreement is made and entered into the 1st day of October 2015, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Douglas County Rural Transit (DART), a governmental agency, hereinafter called "GRANTEE".

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements for such services that may be required; and

WHEREAS, the purpose of 49 USC 5311 is to enhance access of people in small urban and rural areas to activities such as health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and

WHEREAS, in the furtherance of its aforesaid purposes, 49 USC 5311 provides for the availability of federal funds for capital expenses, program administration and operating assistance in non urbanized areas of the State by way of a Federal Transit Administration ("FTA") Formula Grant Program to be administered by the DEPARTMENT; and

WHEREAS, the Governor of Nevada, in accordance with 49 USC 5311 has designated the DEPARTMENT as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for State agencies, local public bodies and agencies thereof, Indian reservations and colonies, nonprofit organizations, and operators of public transportation services; and

WHEREAS, the GRANTEE is a governmental agency eligible to receive 49 USC 5311 grant funds; and

WHEREAS, the purpose of this Agreement is to provide FTA 49 USC 5311 funding to the GRANTEE to operate the Douglas County Rural Transit (DART) public transportation services as outlined in Attachment "A", hereinafter called the PROJECT; and

WHEREAS, the DEPARTMENT has accepted a project application developed by the GRANTEE that has been approved by the FTA for Formula Grant Program funding; and

WHEREAS, before FTA Formula Grant Program funding will be made available to the GRANTEE, the GRANTEE and the DEPARTMENT shall be required to enter into an agreement whereby the functions of the project are identified.

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

ARTICLE I - SCOPE OF SERVICE

1. The GRANTEE shall manage the Douglas County Rural Transit (DART) Transportation Services as set forth in Attachment "A" – Application, attached hereto and incorporated herein, and hereinafter referred to as the "PROJECT". The GRANTEE's management of the PROJECT shall be undertaken in compliance with the State Of Nevada's

State Management Plan For The Administration of Federal Transit Administration Programs For Small Urban And Rural Areas of Nevada, hereinafter referred to as the "State Management Plan", incorporated herein by reference and available at www.nevadadot.com.

2. The GRANTEE shall operate the PROJECT as its Program Administrator, and shall: contribute matching funds; provide required reporting to the DEPARTMENT; prepare billing requests for funds from the DEPARTMENT; maintain GRANTEE files; and administer the PROJECT according to the State Management Plan, and Code of Federal Regulations, Title 2, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at www.fta.dot.gov.

3. This Agreement is based on funds available through FTA Grant No. NV-18-X038. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.509.

ARTICLE II - COST

1. The FTA Formula Grant Program applicable to this Agreement is a reimbursable program and requires a matching percentage to be contributed to the PROJECT by the GRANTEE, which matching percentage varies by program. The matching percentage may be made up of non-United States Department of Transportation (USDOT) Federal Funds, State appropriations, local match and or approved in kind contributions, as set forth in Match of In-Kind Contributions, Attachment "B".

2. The total PROJECT cost shall not exceed Six Hundred Seventy-Four Thousand Five Hundred Fifty-Five and No/100 Dollars (\$674,555.00) with Four Hundred Seventy-Three Thousand Five Hundred Sixty-Nine and No/100 Dollars (\$473,569.00) be provided by the DEPARTMENT to the GRANTEE as reimbursement through FTA Grant No. NV-18-X038 and Two Hundred Thousand Nine Hundred Eighty-Six and No/100 Dollars (\$200,986.00) provided by the GRANTEE through local matching funds and/or match of in-kind contribution.

3. The maximum reimbursement to be made by the DEPARTMENT to the GRANTEE through FTA Grant No. NV-18-X038 for the period from October 1, 2015, through and including September 30, 2016, shall not exceed the sum of Four Hundred Seventy-Three Thousand Five Hundred Sixty-Nine and No/100 Dollars (\$473,569.00) The DEPARTMENT shall not make any reimbursement payments to the GRANTEE unless FTA Section 5311 or other eligible Federal funds are appropriated to the DEPARTMENT for the specific purposes of this Agreement.

4. The DEPARTMENT, through FTA Grant No. NV-18-X038 shall reimburse the GRANTEE for the PROJECT capital expenses, program administration and operating assistance expenses incurred during the above referenced time period, provided that the expenses are allowed and approved by the DEPARTMENT, and provided that the DEPARTMENT's reimbursement of the GRANTEE shall not exceed the amount Four Hundred Seventy-Three Thousand Five Hundred Sixty-Nine and No/100 Dollars (\$473,569.00). The GRANTEE shall provide the remaining PROJECT capital expenses, program administration and operating assistance expenses incurred during the above referenced time period, comprised of local matching funds and/or match of in-kind contributions as allowed in conformity with those standards set forth in Attachment "B", in the amount of Two Hundred Thousand Nine Hundred Eighty-Six and No/100 Dollars (\$200,986.00). Capital expenses include: preventative maintenance, vehicle acquisition, radio/communication equipment, vehicle overhaul/rehabilitation, and mobility management and the match amount is 5%; program administration expenses include: director/bookkeeper/secretary salaries, insurance premiums, office expenses and supplies, facilities and equipment rental, marketing/advertising and the cost of administering drug and alcohol testing and the match amount is 20%; operating expense include: driver/dispatcher salaries, fuel/oil/fluids and contract operators as allowed per Federal

Transit Administration (FTA) 5311 Circular FTA_C-9040 and the match amount is 40%.

5. The GRANTEE shall be responsible for the non-FTA contribution to the PROJECT for each submitted GRANTEE invoice and may use eligible non-USDOT federal funds, state appropriations, local matching funds and/or match of in kind contributions. Match of in-kind contributions as described in Attachment "B", may be used by the GRANTEE so long as the value of each is documented and supported to the satisfaction of the DEPARTMENT, and represents a cost which would otherwise be eligible under this Agreement. Costs that are part of an Operator's Cost per Service Hour calculation cannot be used as in-kind match.

6. The GRANTEE will ensure that all costs related to this Agreement are allowable in accordance with Code of Federal Regulations, Title 2, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at www.fta.dot.gov and incorporated herein by reference.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on October 1, 2015, and shall run through and including September 30, 2016.

2. The GRANTEE shall comply with all terms, conditions, and requirements of the FTA Section 5311 – Small Urban and Rural Transportation Program as stated in the State Management Plan, incorporated herein by reference.

3. The GRANTEE shall provide its passengers and employees with a complaint resolution process approved by the DEPARTMENT.

4. The GRANTEE shall provide the DEPARTMENT with a quarterly written Agency Information Report describing the trips made by the Douglas County Rural Transit (DART) Public Transportation System. This information will include and identify the number of trips and the number of miles and hours the vehicle(s) was/were driven.

5. The GRANTEE shall provide the DEPARTMENT with the latest copy of the current routes, schedules, and fares of the Douglas County Rural Transit (DART) Public Transportation System for which the operating costs apply. The GRANTEE shall notify the DEPARTMENT when routes, schedules and/or fares are changed. At a minimum the GRANTEE will provide the DEPARTMENT with the current routes, schedules and fares on a quarterly basis.

6. The GRANTEE shall furnish the DEPARTMENT with insurance policy certificates, declaration pages and endorsements designating the DEPARTMENT as an additional insured evidencing Commercial Liability, General Liability, Collision, and Comprehensive liability insurance, with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall be maintained for the entire period of the PROJECT and term this Agreement. The policies shall include thirty (30) calendar days advance written notice of any modifications or cancellation of said policies. The GRANTEE shall furnish the DEPARTMENT with such certificates, declarations pages and endorsements evidencing such insurance, with the GRANTEE's return of the executed Agreement, and at six (6) month intervals during the duration of the PROJECT. Should the GRANTEE fail to keep insurance as described above in full force and effect, the DEPARTMENT may terminate this Agreement.

7. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

8. The GRANTEE shall provide the DEPARTMENT, on a quarterly basis, with a

written PROJECT Progress Report detailing any changes or additions to the PROJECT as it is described in Article I, Paragraph 1.

9. The GRANTEE shall abide by all applicable FTA regulations, including those relating to Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Charter Service, Coordination, Special 13c Labor Warranty, and Public Hearings as described in the State Management Plan and as certified by the GRANTEE in its application for funds. The GRANTEE shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that the DEPARTMENT and GRANTEE of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth within 49 CFR 604.9. Any charter service provided under one of the exceptions set forth within 49 CFR 604.9 must be incidental to and must not interfere with or detract from the provision of mass transportation.

10. The GRANTEE shall comply with all applicable FTA required drug free work place and alcohol testing regulations, and drug/alcohol testing requirements. The GRANTEE shall comply with the DEPARTMENT's "Zero Tolerance" Drug and Alcohol Testing Policy as stated in the State Management Plan. The Grantee shall adopt and submit to the DEPARTMENT within ninety (90) calendar days of execution of this Agreement, a signed and acknowledged copy of the DEPARTMENT's Drug and Alcohol Testing Policy. The GRANTEE shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance, and permit any authorized representative of the DEPARTMENT, the United States Department of Transportation or its operating administrations, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program required under 49 CFR Part 655 and review the testing process. The GRANTEE shall annually certify its compliance and shall submit Management Information System (MIS) reports to the DEPARTMENT before March 1st of each calendar year contained within the term of this Agreement.

In order to certify compliance, the GRANTEE shall use the "Substance Abuse Certifications" contained within the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published by the FTA annually and found in the Federal Register at www.fta.dot.gov.

11. The GRANTEE shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. Upon the GRANTEE's receipt of the DEPARTMENT's written approval to assign or subcontract any of the work performed under this Agreement, the GRANTEE will provide the DEPARTMENT with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be unauthorized and may affect the reimbursement of funds.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of the GRANTEE's continuous and satisfactory performance of its duties required under this Agreement, the DEPARTMENT shall reimburse the GRANTEE monthly, upon the DEPARTMENT's receipt of the GRANTEE's signed auditable invoices for DEPARTMENT approved services, with said invoices supported by true and factual expense documentation. The invoices must be submitted on the GRANTEE's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form.

2. The GRANTEE's invoices must be submitted within forty-five (45) calendar days from the end of each thirty (30) calendar day billing cycle. Invoices received after forty-five (45)

calendar days will be evaluated by the DEPARTMENT on a case-by-case basis for payment.

3. The DEPARTMENT shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to the GRANTEE as promptly as the DEPARTMENT's fiscal procedures allow.

ARTICLE V - RECORDS AND REPORTS

1. The GRANTEE and its contractors shall establish and maintain, in accordance with requirements established by the DEPARTMENT and the FTA, separate accounts for the PROJECT, either independently or within their existing accounting system, to be known as the PROJECT ACCOUNT. The GRANTEE and its contractors shall comply with the provisions of 49 CFR 18.39 (i) (11), and shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by the DEPARTMENT and the FTA for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or claims arising from the performance of this Agreement, in which case the GRANTEE shall maintain the same until the DEPARTMENT, the FTA, the Comptroller General and or any of their duly authorized representatives have disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.

2. The PROJECT ACCOUNTs required to be kept by the GRANTEE and its contractors, shall identify and include the costs per service hour, hours of operation, additional operating expenses as defined in Article II, Paragraph 4 of this Agreement, and the required matching sources as defined in Article II, Paragraph 5 of this Agreement.

3. All charges to the PROJECT ACCOUNTs shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the DEPARTMENT and Code of Federal Regulations, Title 2, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at www.fta.dot.gov incorporated herein by reference. Hours of service must be supported with Driver Logs and/or Driver Time Sheets detailing the hours per day the drivers drove and the number of passengers transported.

4. The GRANTEE shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The GRANTEE shall submit to the DEPARTMENT, at such time as may be required by the DEPARTMENT, such financial statements to include documented match of in-kind contributions, data, records, contracts and other matters related to the PROJECT, as the DEPARTMENT deems necessary.

5. The GRANTEE shall have performed the required financial audit based on the amount of total federal funds received and in conformity with the provisions of the State Management Plan. The GRANTEE shall provide the DEPARTMENT with a copy of the audit report.

ARTICLE VI - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar days written notice by: (a) mutual consent of both parties; or (b) unilaterally by either party without cause.

2. In the event that at the time of the expiration and/or termination of this Agreement, the GRANTEE has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, the GRANTEE shall be liable and shall pay to the DEPARTMENT the amount of the excess funds, with payment to be made by the

GRANTEE to the DEPARTMENT within thirty (30) calendar days of the expiration and/or termination of this Agreement.

3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or FTA and the ability of the GRANTEE to secure the required matching funds. The DEPARTMENT may terminate this Agreement, and the GRANTEE waives any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason: (a) the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired; and or (b) the GRANTEE's funding is not appropriated or is withdrawn, limited or impaired.

4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:

a. If the GRANTEE and or its contractor fails to provide or satisfactorily perform any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. 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 the GRANTEE to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the GRANTEE becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the GRANTEE, or any agent or representative of the GRANTEE, to any officer or employee of the State of Nevada with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.

5. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. The date of the postmark on the written notice shall constitute the service date.

6. Upon expiration, termination or cancellation of the services embraced under this Agreement, all EQUIPMENT purchased with FTA funds that retain federal shall be returned to the DEPARTMENT.

7. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of the GRANTEE, and all monies have been spent, according to this Agreement, and the final payment made, the DEPARTMENT shall terminate this Agreement.

8. Termination for Convenience: The DEPARTMENT, by written notice, may terminate this Agreement for convenience, in whole or in part, when it is in the DEPARTMENT's interest. If this Agreement is terminated for convenience, the DEPARTMENT shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination, performed in accordance with the manner of performance set forth in this Agreement.

9. Termination for Breach or Default: If the GRANTEE fails to perform in the manner called for in this Agreement, the DEPARTMENT may terminate this Agreement for Breach or Default. Termination for Breach or Default shall be effected by serving a written notice of termination on the GRANTEE, setting forth the manner in which the GRANTEE is in breach or default. The GRANTEE shall only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by the DEPARTMENT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, the DEPARTMENT, after setting up a new delivery of performance schedule, may allow the GRANTEE to continue work, or treat the termination as a termination for convenience.

10. Opportunity to Cure: The DEPARTMENT in its sole discretion may, in the case of a Termination for Breach or Default, allow the GRANTEE thirty (30) calendar days in which to cure the defect. In such case, the written notice of termination shall set forth the nature of said breach or default, and shall state the time period in which the GRANTEE may cure its breach or default. Should the GRANTEE fail to cure said breach or default to the satisfaction of the DEPARTMENT within the time to cure allowed by the DEPARTMENT, the DEPARTMENT shall have the right to terminate the Agreement without any further obligation to GRANTEE. Any such termination for breach or default shall not in any way operate to preclude the DEPARTMENT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.

11. Waiver of Remedies for any Breach or Default: In the event that the DEPARTMENT elects to waive its remedies for any breach or default by the GRANTEE of any covenant, term or condition of this Agreement, such waiver by the DEPARTMENT shall not limit the DEPARTMENT's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The GRANTEE certifies 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.

b. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the GRANTEE is required to verify that none of its contractors, principals as defined at 49 CFR 29.995, or affiliates as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

c. The GRANTEE is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

d. ADA: The GRANTEE shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.

e. Civil Rights: The GRANTEE shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

f. Disadvantaged Business Enterprises (DBEs): In connection with the performance of this Agreement, the GRANTEE will cooperate with the DEPARTMENT in meeting the DEPARTMENT's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to insure the DBEs have the maximum practicable opportunity to compete for subcontract work under this Agreement.

2. The GRANTEE, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The GRANTEE shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The GRANTEE, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The GRANTEE shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the GRANTEE for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the GRANTEE of the GRANTEE's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

d. Information and Reports: The GRANTEE shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by the DEPARTMENT or the FTA to be pertinent to ascertain compliance with such Regulations or directives.

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

1. Withholding of payments to the GRANTEE under this Agreement until the GRANTEE complies, and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FTA.

g. Incorporation of Provisions: The GRANTEE will include the provisions of Paragraphs (a) through (f) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.

3. The GRANTEE will include all Federally-required procurement clauses in all purchase contracts as required by the State Management Plan to include Buy America, Debarment and Suspension, and Lobbying.

4. The GRANTEE agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

5. The GRANTEE shall comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.

6. The GRANTEE shall comply with all applicable standards, orders and or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The GRANTEE shall report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate EPA Regional Office. The GRANTEE shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.

7. The GRANTEE acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the GRANTEE certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this agreement and the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the GRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 against the GRANTEE, to the extent the Federal Government deems appropriate.

8. The GRANTEE also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the United States Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) against the GRANTEE, to the extent the Federal Government deems appropriate.

9. The GRANTEE agrees to include Paragraphs 7 and 8 in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. The GRANTEE shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws and regulations.

11. The GRANTEE and all successors, executors, administrators, and assigns of the GRANTEE's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

12. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FTA shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the State of Nevada.

13. Performance During Dispute: Unless otherwise directed by the DEPARTMENT, the GRANTEE shall continue performance under this Agreement while matters in dispute are being resolved.

14. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) calendar days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds that 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. Venue for any such actions shall be in Carson City.

17. 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 district courts for enforcement of this Agreement.

18. 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 telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
ATTN.: Sondra Rosenberg, Asst. Director - Planning
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
E-Mail: srosenberg@dot.state.nv.us

FOR GRANTEE: Travis Lee
Douglas County Rural Transit (DART)
PO Box 218
Minden, NV 89423
Phone: (775) 783-6455
Fax: (775) 783-6457
Email: tlee@co.douglas.nv.us

19. The GRANTEE shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the DEPARTMENT.

20. 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 an entity 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.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.

22. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the GRANTEE. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in the GRANTEE's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

23. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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 Agreement after the intervening cause ceases.

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

25. The GRANTEE acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party pertaining to any matter resulting from this Agreement.

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

28. 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 activities which form the subject of this Agreement.

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

30. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.

31. This Agreement, and the attachments thereto: Attachment A - "Application" and Attachment B - "In-Kind Match" constitutes the entire Agreement along with documents incorporated herein by reference, of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

GRANTEE: Douglas County Rural Transit
A governmental agency

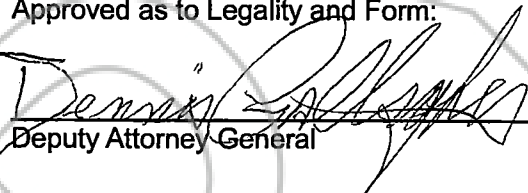
State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION





Director

Doug N. Johnson, Chairman
Name and Title (Print)

Approved as to Legality and Form:


Deputy Attorney General



PUBLIC NOTICE

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING/TRANSIT SECTION
FEDERAL GRANT APPLICATION
FEDERAL FISCAL YEAR 2016 (10/01/15 THRU 09/30/16)**

Separate applications are required for each Federal Transit Administration Program applied for.
For further information or assistance, please contact the Transit Division at
775-888-7466 or 775-888-7312

**Applications must be postmarked or hand delivered on or before:
April 15, 2015**

Nevada Department of Transportation
Multimodal Transportation Planning/Transit Section
1263 S. Stewart Street
Carson City, NV 89712

All documents must be signed by persons with signature authority and their legal counsel.

Categories and Criteria — Below are the categories which will be used to rank all submitted applications for FTA funding. It is important to address each category as it pertains to your organization. Funding allocation will be based on how your application ranks among all submitted applications.

Mission/Vision Statement (Page 7 of the application)

Applicant's vision/mission statement: Include the organization's mission statement which clearly states the use of the proposed project funds. It needs to be clear how this funding enhances the organization's objective.

Vehicle (Page 8 and 9 of the application)

(Page 8) Identify vehicle(s) requested as well as if the vehicle(s) is a replacement or an expansion vehicle. Please note any special vehicle(s) options to be requested, (i.e. 4-wheel drive, bike racks, etc.)

(Page 9) Existing vehicle inventory: Describe the existing vehicle fleet. Please list all vehicles in your inventory whether obtained through NDOT or another source.

Insurance: A Certificate of Insurance will need to be provided. The state requires minimum liability coverage and NDOT requires full coverage for the vehicle as long as NDOT holds lien. (The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000. for each occurrence, for bodily injury, and property damage, naming the Department of Transportation as an additional insured. This shall be maintained through the useful life of the vehicle and until NDOT releases lien of the title.)

Budget (Pages 10, 11 & 12)

All applicants complete Page 10 for Operating and Capital purchase funds they are requesting. Remember if you are requesting both operating funds and capital purchase funds separate applications will need to be submitted for each. Page 11 is to be completed for 5311 funds only and page 12 completed for 5339 and 5310 capital funds only. If you are unsure of which funds are most appropriate for you agency NDOT will make the determination when your application is reviewed.

Revenue: This source is separate from the match source. This source offsets the overall budget. This can be in the form of farebox contributions/revenue, donations, or agency financial assistance from service groups, businesses charities, etc.

Match source/availability: The source of the matching funds must be verifiable. A letter stating the monetary commitment from the contributing agency/entity must be included in the application, behind the budget sheets.

Project Justification (Page 13)

Please complete page 13 detailing your agency and its purpose to ensure proper ranking of your application.

Access type: Discuss equal access to your program and use of this service by all persons eligible. This includes, but is not limited to, the Federal Civil Rights Compliance and Activity issues involving Title VI non discrimination, Equal Employment Opportunity, Disadvantaged Business Enterprises and Americans with Disabilities Act; and state access and disability statutes, policies and guidelines.

Service area: List anticipated/proposed routes, schedules, trip priorities, etc. Describe the geographic service area including scheduled and non-scheduled trips to adjoining areas. Please don't include brochures. This needs to be a written document.

Maintenance and Safety (Please include within the submitted Application Packet)

A maintenance plan is required whether there is an existing plan or if a new plan will be developed. This plan should include documented vehicle maintenance/accident repairs and ensure oversight for routine scheduled or non-scheduled maintenance activities.

Training

A training policy is required: At a minimum the policy should contain the frequency, the type and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (Please include within the submitted Application Packet)

Sub-recipients of 5311 FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post accident, that certifications be made and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5311 and for volunteers. Annual reporting of the testing results must be submitted to NDOT by sub recipients on Management Information System (MIS) forms.

Customer Satisfaction and Community Support (Please include within the submitted Application Packet)

Letters of Support: Provide any current (within the past 12 months) letters of support, if available, for the services.

Survey Reports: Include a summary of informal survey results and on-board rider satisfaction if available.

Other: Include any other indications of community support for the program. This can include considerations for funding from groups, strong rider interest, documentation of high levels of interest by client groups at City Council/Supervisors/Commissioners meetings, etc.

FTA Funding Sources

For your application to be considered complete, please only check one funding source. If multiple funding sources are desired please submit a separate application for each.

5310 (Capital/Vehicle) Funds _____ (20% match required)

This program (49 U.S.C. 5310) provides formula funding to States for the purpose of assisting private nonprofit organizations or Governmental entities in meeting the transportation needs of the elderly and persons with disabilities. Eligible subrecipients are private non-profit organizations, governmental authorities where no non-profit organizations are available to provide service, and governmental authorities approved to coordinate services.

5311 (Operating) Funds X (40% match required)

5311 (Administration) Funds X (20% match required)

5311 (Capital) X (5% match require)

This program (49 U.S.C. 5311) provides formula funding to states for the purpose of supporting public transportation in rural areas (populations less than 50,000). Funds may be used for operating, and intercity bus service. It can also be used for job access and reverse commute projects which is defined as a transportation project to finance planning, capital and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income persons to and from jobs and activities related to their employment. Eligible subrecipients include state agencies, local public bodies, Indian tribes, nonprofit organizations and operators of public transportation services.

5339 (Bus and bus facilities) _____ (20% match required)

This program (49 U.S.C. 5339) provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, shop and garage equipment. Eligible subrecipients include public agencies or private non-profit organizations engaged in fixed-route public transportation, including those providing services open to a segment of the general public as defined by age, disability, or low income.

**For more information on the programs above please refer to FTA's website:
http://www.fta.dot.gov/funding/grants_financing_263.html**

If you have questions regarding which funding source is appropriate for your service please feel free to contact the NDOT Transit Section at (775) 888-7466 or (775) 888-7312.

Project funding from the programs listed above is subject to the availability of grant funding and the amount of project funding requests received.

APPLICANT'S NAME Douglas County, DART

APPLICATION CHECKLIST				
*****INCOMPLETE APPLICATIONS WILL NOT BE APPROVED*****				
NEW APPLICANT REVIEW	PAST APPLICANT REVIEW	PAGE	APPLICATION CHECKLIST WITH ITEMS REQUIRED	STAFF REVIEW
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4	FTA FUNDING SOURCES	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7	FEDERAL GRANT APPLICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	VEHICLE INVENTORY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	11	BUDGET	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Following budget	MATCH SOURCE DOCUMENTATION	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	PROJECT JUSTIFICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14	AUTHORIZING RESOLUTION	<input type="checkbox"/>
Submit through Department or return Signature Page	<input checked="" type="checkbox"/>	15	SPECIAL SECTION 12 (g) WARRANTY OPINION OF COUNSEL Please read Special Section 12(g) Warranty with the list provided above & provide signature page only	<input type="checkbox"/>
Submit through Department or return Signature Page	<input checked="" type="checkbox"/>	16-17	FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES Please read Certs & Assurances with the list provided above & provide signature page only	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	ADA POLICY (vehicle/passenger information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	DRUG AND ALCOHOL POLICY (6311 Only)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE/FACILITY MAINTENANCE POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	TRAINING POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE POLICY (driver/ride information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	COMPLAINT RESOLUTION POLICY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in applicant packet	COPY OF VEHICLE INSURANCE POLICY (including Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/ten Dollars (\$1,000,000) per occurrence.)	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	PUBLIC NOTICE - (Please review Appendix A "Certifications and Assurances" - Procedures for Public Transportation Providers)	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	CURRENT LETTERS OF SUPPORT (From previous 12 month period of service)	<input type="checkbox"/>

*Please provide 1 original application and 1 copy

James R. Michael
APPLICANT SIGNATURE

NDOT STAFF SIGNATURE

PLEASE BE ADVISED THAT UPON ACCEPTANCE OF THIS APPLICATION FOR FTA FUNDING THERE MAY BE ADDITIONAL OBLIGATORY REQUIREMENTS UPON ENTERING INTO AN EXECUTED AGREEMENT INCLUDING BUT NO LIMITED TO THE FOLLOWING:

Quarterly Ridership Report (NDOT approved form)

Quarterly Vehicle Performance Measurement Report (NDOT approved form)

Quarterly written copies of current routes, schedules, and fares of the Transportation System

Quarterly written Progress Report (detailing any changes or additions to the System)

Insurance policy certificates, declaration pages and endorsements designating the Nevada Department of Transportation as an additional insured evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.

Annual U.S. Department of Transportation Drug and Alcohol Testing Management Information System (MIS) Data Collection Form

Follow the Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION AND MULTIMODAL PLANNING/TRANSIT SECTION
FEDERAL GRANT APPLICATION
FEDERAL FISCAL YEAR 2016 (10/01/15 THRU 09/30/16)**

Please fill out a separate application for each Grant Program you are applying for. Attach the original signed documents along with 1 complete copy of your application package and send to the Nevada Department of Transportation Multimodal Transportation Planning/Transit Section 1263 S. Stewart Street Carson City NV, 89712. Please retain 1 complete copy for your records.

Applicant Douglas County (DART Transportation)

*If you are a County applying on behalf of a transit system, please provide names and addresses for both the County and the transit system.

Physical Address 1329 Waterloo Lane, Gardnerville NV 89410

Mailing Address P.O. Box 218, Minden NV 89423

Contact Person/Official Travis K. Lee

Title Community Services Division Manager

Telephone 775-783-8455

Fax 775-783-8457

E-mail address lee@douglasnv.us

Federal Tax ID# 88-000031

DUNS # 010984979

Type of Agency

- Private Non-Profit
- Private For-Profit
- Governmental Agency
- Tribal Agency (Sovereign Nation)
- Other (describe)

Type of Service

- Senior Center/Disabled Workshop
- Demand-Response (Dial-a-Ride, Door to Door)
- Deviated Fixed-Route
- Fixed route
- Other (describe)

Mission/Vision Statement: To empower seniors through independence, public transportation and community engagement.

STRATEGIC GOAL: Bringing the Community to You through a timely, consistent public transportation system designed to be flexible and cost effective.

Agency Name

DOUGLAS COUNTY

Vehicle Inventory - FFY 2016

Vehicle Identification Number	License #/Year	Condition Poor/Good/ Excellent	Year & Vehicle Make (BU=Bus, CU=Cutaway, VN=Van, MV=MiniVan)	Vehicle Length	Seating Capacity	ADA Access Vehicle Yes/No	Mileage	Funding Source*	Vehicle to be Replaced Yes/No	Lein- holder- see title
1FDXE45XDAG5503 (880-223)	EX55579	GOOD	2007 Ford E-450 Bus	24	20	Yes	134,967	FTA	No	DC
1FDXE45P97DA66190 (880-224)	EX55574	GOOD	2007 Ford E-450 Bus	24	18	Yes	140,548	FTA	No	DC
1FDXE45P97DA65489 (880-225)	EX55580	GOOD	2007 Ford E-450 Bus	24	18	Yes	154,045	FTA	No	DC
1FDXE45P97DA65208 (880-226)	EX55581	GOOD	2007 Ford E-450 Bus	24	18	Yes	151,576	FTA	No	DC
1FDWE45P93HB23281 (880-218)	EX45680	POOR	2003 Ford E-450 Bus	22	14	Yes	180,818	FTA	YES	DC
1FDWE35S06H801231(880-221)	EX54268	GOOD	2006 Ford E-350 Bus	23	12	Yes	109,496	FTA	NO	DC
1FDFE4FP3ADA12895(880-227)	EX59437	EXCEL	2010 Ford E-450 Bus	24	16	Yes	67,813	FTA	NO	NDOT
1FDFE4FP7ADA12997(880-228)	EX59438	EXCEL	2010 Ford E-450 Bus	24	16	Yes	80,681	FTA	NO	NDOT
1FDFE3FSDDA25156(880-230)	EX62955	EXCEL	2013 FORD E-450 BUS	22	14	Yes	20,494	FTA	NO	NDOT
1FDEE3FSDADA25684(880-232)	EX62906	GOOD	2008 FORD E-350 BUS	20	08	Yes	33,579	FTA	NO	NDOT

*Funding Source - Please provide the largest funding source used to purchase the vehicle. Please be specific. (IE FTA, other federal funds, private or other (describe) Revised 1/28/15

FTA BUDGET (1 of 3) ALL APPLICANTS 5311, 5339, 5310

PROJECT ADMINISTRATION EXPENSES 5311	
Director/Bookkeeper/Secretary (Salaries Including Benefits)	\$ 90,455
Insurance Premiums	\$ 28,500
Office Expenses (Phone/Utilities)	\$ 16,500
Office Supplies	\$ 1,100
Facilities & Equip Rental	
Marketing/Advertising	
Cost of Admin For Drug & Alcohol	
Other (Specify)	\$ 65,000
(A) TOTAL ADMIN. EXPENSES	\$201,555

REVENUE	
<small>(MUST INCLUDE PROJECTED FAREBOX REVENUE)</small>	
Source	Dollar Amount
Fare Box	\$ 11,500
(E) TOTAL REVENUE	\$11,500

CAPITAL OPERATING EXPENSES 5311	
Preventative Maintenance <small>(Defined as all maintenance costs)</small>	\$ 65,000
Office (Furniture/Computer)	
Vehicle Leases	
Mobility Management	
Other (Specify)	\$ 16,500
(B) TOTAL CAPITAL EXPENSES	\$81,500

MATCH	
Source	Dollar Amount
County Match	\$ 141,942
ADSD - Independent Living Grant	\$ 59,044
(F) TOTAL MATCH	\$200,986

OPERATING EXPENSES 5311	
Driver/Dispatcher Salaries <small>(Including Benefits)</small>	\$ 320,000
Fuel/Oil Fluids	\$ 66,500
Contract Operator	
Other (Specify)	\$ 16,500
(C) TOTAL OPERATING EXPENSES	\$403,000

CAPITAL PURCHASES (5339 or 5310)	
Buses/Van/Paratransit Vehicle	
Radios/Comm Equipment	
Bus Facilities (Shelters, Signs)	
Vehicle Overhaul/Rehab/etc.	
Other (Specify)	
(D) TOTAL CAPITAL PURCHASES	\$

5311 BUDGET ONLY (2 of 3)



TOTAL ADMINISTRATION EXPENSES	\$201,555	(A) On Budget Page 1
FTA ADMINISTRATIVE AMOUNT	\$161,244	80% of total
SUB-RECIPIENT ADMINISTRATIVE MATCH 20%	\$40,311	20% of total

TOTAL CAPITAL EXPENSES	\$81,500	(B) On Budget Page 1
FTA CAPITAL AMOUNT	\$77,425	95% of total
SUB-RECIPIENT CAPITAL AMOUNT	\$4,075	5% of total

TOTAL OPERATING EXPENSES	403,000	(C) On Budget Page 1
TOTAL FAREBOX REVENUE	11,500	(E) On Budget Page 1
NET OPERATING EXPENSES	391,500	Total expenses minus total farebox
FTA OPERATING AMOUNT	\$234,900	60% of total
SUB-RECIPIENT OPERATING AMOUNT	\$156,600	40% of total

PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS

TOTAL FTA FUNDS REQUESTED

\$473,589

(FTA ADMINISTRATION, CAPITAL & OPERATING FROM ABOVE)

SUB-RECIPIENT MATCH

200,986

ADMINISTRATION, CAPITAL & OPERATING FROM ABOVE)

ESTIMATED ANNUAL HOURS OF SERVICE

10,900

This is the number of hours you estimate you will operate transit services for the next year (Oct. 1 thru Sept. 30)

***COST PER REVENUE SERVICE HOUR**

61.89

This is the total net projected expenses divided by the estimated annual hours of service.

5311 Rural & Small Urban \$6.2M Statewide

This program provides funding for the purpose of supporting public transportation in areas of less than 50,000 populations. Funding may be used for operating and intercity bus services. It can also be used for job access and reverse commute projects which is defined as a transportation projects to finance planning and operating costs that support the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income persons to and from jobs and activities related to their employment.

5339 / 5310 CAPITAL PURCHASES ONLY (Page 3 of 3)

PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS

TOTAL FTA FUNDS REQUESTED 80%

(FROM D ON BUDGET PAGE 1 OR ESTIMATED ATTACHMENT.)

SUB-RECIPIENT MATCH 20%

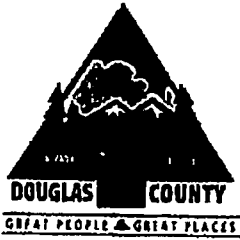
(FROM D ON BUDGET PAGE 1 OR ESTIMATED ATTACHMENT.)

5339 Bus and Bus Facilities \$1M Statewide

This program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, and shop and garage equipment.

5310 Enhanced Mobility for Seniors & Individuals with Disabilities \$170K Statewide

This program provides funds to 1) serve the special needs of transit-dependent populations beyond traditional public transportat service, where public transportation is insufficient, inappropriate, or unavailable; 2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); 3) projects that improve access to fixed route service and decreased reliance on complementary paratransit; and 4) project that are alternatives to public transportation.



BOARD OF COMMISSIONERS

1594 Esmeralda Avenue, Minden, Nevada 89423

Jim Nichols
COUNTY MANAGER
775-782-9821

COMMISSIONERS:
Doug N. Johnson, CHAIRMAN
Nancy McDermid, VICE-CHAIRWOMAN
Greg Lynn
Barry Penzel
Steven Thaler

April 14, 2015

To Whom It May Concern:

Please accept this letter as confirmation that Douglas County has transferred general fund money to the Senior Center to be used as match for the grants that run our DART program.

If you have any questions, please contact Kathy Kaiser, Budget Analyst at 775-782-9029.

Sincerely,

Jim Nichols, County Manager
Douglas County

Mailing Address: P.O. Box 218, Minden, NV 89423

Budget Worksheet Report

LIVE - Douglas County - LIVE

Account Number	Description	2013 Actual Amount	2014 Actual Amount	2015 Adopted Budget	2015 Amended Budget	2015 Actual Amount	2016 Finance Officer	
Fund 280	Senior Services Program							
Department 060	Revenue							
387.112	Yeh Donation	\$12,693.44	\$12,303.75	\$10,000.00	\$10,000.00	\$16,348.31	\$18,000.00	
	Budget Transactions:							
Level	Transaction					Number of Units	Cost Per Unit	Total Amount
Finance Officer	Donations from Young at Heart							
	Total Finance Officer	\$23,656.85	\$55,652.69	\$15,300.00	\$15,300.00	\$22,214.62	\$43,000.00	\$10,000.00
Total Miscellaneous Revenue								\$10,000.00
Other Encumbrance Sources								
381.100	State Of Property	\$2,566.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
382.000	Transfers In	\$0.00	\$0.00	\$247,434.00	\$247,434.00	\$185,575.50	\$317,434.00	
	Budget Transactions:							
Level	Transaction					Number of Units	Cost Per Unit	Total Amount
Finance Officer	Transfer In - Tahoe Transportation District							
Finance Officer	Transfer In - Utility Operator Fee							
	Total Finance Officer	\$436,096.00	\$510,151.00	\$516,776.00	\$516,776.00	\$387,582.00	\$516,776.00	\$30,000.00
382.050	Transfer In-General Fund							
	Budget Transactions:							
Level	Transaction					Number of Units	Cost Per Unit	Total Amount
Finance Officer	Cost allocation (non-grant reimbursed)							
Finance Officer	Transfer from General Fund for match of federal programs							
	Total Finance Officer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,724.00
382.300	Transfer-In-Room Tax	\$436,661.00	\$510,151.00	\$764,210.00	\$764,210.00	\$573,157.50	\$834,210.00	\$436,052.00
	Total Other Encumbrance Sources							\$516,776.00

PROJECT JUSTIFICATION

1. Please describe in detail your transportation program and how this funding will enhance the services offered. (Attach additional sheets if necessary.)

DART Transportation depends upon FTA 5311 funding along with county matching funds and fares to maintain and enhance transportation options for public, seniors and ADA riders through out Douglas County. During this past fiscal year DART Dial-A-Ride expanded operations to include the Tahoe Douglas area as an alternative options which provides a curb to curb services to seniors and ADA residents with a non commuter option. The Tahoe Douglas Senior Center has begun to utilize DART for their recreation trips, TTD has contacted DART to assist with difficult riders who need more assistance for medical, shopping and transition assistance. DART Transportation will continue to collaborate with and partner with the all transportation agencies to move riders who need more assistance throughout Douglas county.

2. Describe the transportation services currently being provided by your organization and/or others in the same region.

DART Transportation consists of DART Dial-A-Ride which is a curb to curb service through out Douglas County. The rider demographics utilizing this service are 85% seniors 60 years and older 10% riders who are sight impaired and or have a disability. Then 5% are public riders and social services riders seeking job access and assistance to medical appointments and shopping centers. DART Dial-A-Ride is the only transportation provider of this service in north and south areas of the Carson Valley. DART Dial-A-Ride also provides service to the Tahoe Douglas Area in an effort to assist those riders who are unable to rider a commuter route offered by TTD. DART Express is a deviated fixed route which connects Gardnerville, Minden, Gardnerville Ranchos residents to major shopping and entertainment sections of Douglas County. These routes also have been configured to allow for transitions to TTD for Lake Tahoe or Carson City. Also routes have been aligned to meet the new Amador Stage Line which accesses the Reno Tahoe Airport.

3. Provide a detailed picture of your organization. Provide information regarding how your organization came to be. Include the future vision for the organization.

Douglas County has approximately 47,536 residents over 38% of residents are 60 years and older. Douglas County has utilized DART Transportation for over 25 years to improve connectivity, enhance opportunities for its residents to access local business meet with medical providers and attend job and social recreational activities. Transportation continues to be essential in a large rural county like Douglas County. Currently, Douglas County provides the operations, maintenance and random drug testing required which meet all FTA regulations and policies. Douglas County has taken many great steps towards preparing to meet the demands of an aging population. Transportation is key to access and essential for meeting an aging population. Douglas County has has just opened a Community and Senior Center which contains a transportation hub to connect community and seniors to Lake Tahoe, Reno Tahoe Airport, Carson Valley Medical Center, Carson City, Walmart, local businesses. DART is a key component of this system.

4. Describe any (proposed or currently in use) connectivity/coordination efforts with surrounding area transit providers (future/existing).

Currently DART provides all connections for residents seeking curb to curb assistance and local fixed route access. Community and Senior Center has also provided transportation connectivity to the Lake Tahoe Basin and Carson City with the Tahoe Transportation District. This past year Amador stage lines with support of the chamber of commerce provided access at the Community and Senior center a stop for residents seeking access to the Reno Tahoe Airport Meadow Wood Mall, and Carson City. Also residents who are seeking transportation to Bishop CA. Douglas County has reached out to a weekly bus which passes through Minden and Gardnerville. DART has been at the center of coordinating communicating these efforts to improve and meet the growing needs of our residents transportation needs.

Please print out this document, fill in and obtain signatures, then include with your Application Package to the Nevada Department of Transportation.

**Special Section 13(c) Warranty
OPINION OF COUNSEL**

The APPLICANT DOUGLAS AREA RURAL TRANSPORTATION
(Name of Transportation Provider)

has agreed to be the legally and financially responsible party for the performance of terms and conditions of the following (and incorporated herein by reference) Special Section 13(c) Warranty, for this grant request.

This will serve as the requisite opinion of Counsel that the APPLICANT is legally capable of assuming the legal and financial responsibilities for the terms and conditions of the Warranty.

I have reviewed the pertinent federal, state, and local laws and regulations, and I am of the opinion that there is no legal impediment to the APPLICANT assuming these responsibilities.

Furthermore, as a result of my examinations, I can find no pending litigation or legislation that might in any way adversely affect the APPLICANT'S ability to assume and discharge these Responsibilities.

ZACHARY J. WADLE
(Printed name of Legal Counsel)

Zachary J. Wadle
(Signature of Legal Counsel)

Dated 4/8/15

Jim Nichols
(Printed name of APPLICANT'S authorized representative)

County Manager
(Printed title of APPLICANT'S authorized representative)

James C. Mills
(Signature of APPLICANT'S authorized representative)

Dated 4-14-15

Special Section 13(c) Warranty for Application to the Small Urban and Rural Program

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under Section 18 of the Act:

A. General Application

The Public Body ("Nevada Department of Transportation ") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation service assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 18 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such

notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by Section 13(c) of the Act, the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 13(c) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party

designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Urban Mass Transportation Act and has agreed to comply with the provisions of Section 13(c) of the Act. This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As a part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor as waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

APPENDIX TO THE SPECIAL WARRANTY FOR SECTION 18

The following provisions of the 7/23/75 National (Model) Section 13(c) Agreement, set forth below, are incorporated into the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program" (Special Warranty), sometimes referred to as the Section 18 Warranty or the Section 5311 Warranty, as provided for in Section B(3) of the Special Warranty.

(Omitted Paragraphs: 1, 2, 5, 15, 22, 23, 24, 26, 27, 28, and 29)

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and

manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. [(footnote.) *As an addendum to this agreement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.*] Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such month, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance

to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

<u>Employee's length of service prior to adverse effect.</u>	<u>Period of protection</u>
1 to 6 years	Equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out

of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service

1 year and less than 2 years
2 year and less than 3 years
3 years and less than 5 years years
5 years and less than 10 years
10 years and less than 15 years
15 years and over

Separation Allowance

3 months' pay
6 months' pay
9 months' pay
12 months' pay
12 months' pay
12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefits.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient with said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the

following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, State, or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

Mass Transit Employee Protections

Title 49 U.S.C. Sec. 5333(b) (also known as Section 13(c) of the Federal Transit Act).

(1) As a condition of financial assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d), and (e), 5328, 5337, and 5338(j)(5) of this title, the interests of employees affected by the assistance shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. The agreement granting the assistance under sections 5307-5312, 5318(d), 5323(a)(1), (b), (d), and (e), 5328, 5337, and 5338(j)(5) shall specify the arrangements.

(2) Arrangements under this subsection shall include provisions that may be necessary for -

(A) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise;

(B) the continuation of collective bargaining rights;

(C) the protection of individual employees against a worsening of their positions related to employment;

(D) assurances of employment to employees of acquired mass transportation systems;

(E) assurances of priority of reemployment of employees whose employment is ended or who are laid off; and

(F) paid training or retraining programs.

(3) Arrangements under this subsection shall provide benefits at least equal to benefits established under section **11326** of this title.

Title 49 U.S.C. Section 11326 (formerly codified at 49 U.S.C. Section 11347). (formerly Section 5(2)(f) of the Interstate Commerce Act).

This Section is Incorporated Into Section 5333(b) by reference.

Sec. 11326. Employee protective arrangements in transactions involving rail carriers

(a) Except as otherwise provided in this section, when approval is sought for a transaction under sections 11324 and 11325 of this title, the Board shall require

the rail carrier to provide a fair arrangement at least as protective of the interests of employees who are affected by the transaction as the terms imposed under section 5(2)(f) of the Interstate Commerce Act before February 5, 1976, and the terms established under section 24706(c) of this title. Notwithstanding this part, the arrangement may be made by the rail carrier and the authorized representative of its employees. The arrangement and the order approving the transaction must require that the employees of the affected rail carrier will not be in a worse position related to their employment as a result of the transaction during the 4 years following the effective date of the final action of the Board (or if an employee was employed for a lesser period of time by the rail carrier before the action became effective, for that lesser period).

(b) When approval is sought under sections 11324 and 11325 for a transaction involving one Class II and one or more Class III rail carriers, there shall be an arrangement as required under subsection (a) of this section, except that such arrangement shall be limited to one year of severance pay, which shall not exceed the amount of earnings from the railroad employment of that employee during the 12-month period immediately preceding the date on which the application for approval of such transaction is filed with the Board. The amount of such severance pay shall be reduced by the amount of earnings from railroad employment of that employee with the acquiring carrier during the 12-month period immediately following the effective date of the transaction. The parties may agree to terms other than as provided in this subsection.

(c) When approval is sought under sections 11324 and 11325 for a transaction involving only Class III rail carriers, this section shall not apply.

Sec. 24706. Notice of Discontinuance

This section is incorporated into Section 11326, by reference, and is therefore applicable to Section 5333(b) mass transit employee protections.

(a) Notice of Discontinuance

(1) Except as provided in subsection (b) of this section, at least 90 days before a discontinuance under section 24704 or 24707(a) or (b) of this title, Amtrak shall give notice of the discontinuance in the way Amtrak decides will give a State, a regional or local authority, or another person the opportunity to agree to share the cost of any part of the train, route, or service to be discontinued.

(2) Notice of the discontinuance under section 24704 or 24707(a) or (b) of this title shall be posted in all stations served by the train to be discontinued at least 14 days before the discontinuance.

(b) Discontinuance for Lack of Appropriations

(1) Amtrak may discontinue service under section 24704 or 24707(a) or (b) of this title during -

(A) the first month of a fiscal year if the authorization of appropriations and the appropriations for Amtrak are not enacted at least 90 days before the beginning of the fiscal year; and

(B) the 30 days following enactment of an appropriation for Amtrak or a rescission of an appropriation.

(2) Amtrak shall notify each affected State or regional or local transportation authority of a discontinuance under this subsection as soon as possible after Amtrak decides to discontinue the service.

(c) Employee Protective Arrangements.

(1) Amtrak or a rail carrier (including a terminal company) shall provide fair and equitable arrangements to protect the interests of employees of Amtrak or a rail carrier, as the case may be, affected by a discontinuance of intercity rail passenger service, including a discontinuance of

service provided by a rail carrier under a facility or service agreement under section 24308(a) of this title under a modification or ending of the agreement or because Amtrak begins providing that service. Arrangements shall include provisions that may be necessary for

- (A) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise;
- (B) the continuation of collective bargaining rights;
- (C) the protection of individual employees against a worsening of their positions related to employment;
- (D) assurances of priority of reemployment of employees whose employment is ended or who are laid off; and
- (E) paid training and retraining programs.

(2) With respect to Amtrak's obligations under this subsection and in an agreement to carry out this subsection involving only Amtrak and its employees, a discontinuance of intercity rail passenger service does not include an adjustment in frequency, or seasonal suspension of intercity rail passenger trains that causes a temporary suspension of service, unless the adjustment or suspension reduces passenger train operations on a particular route to fewer than 3 round trips a week at any time during a calendar year.

(3) Arrangements under this subsection shall provide benefits at least equal to benefits established under section 11347 of this title.

(4) A contract under this chapter or section 24308(a) of this title shall specify the terms of protective arrangements.

(5) This subsection does not impose on Amtrak an obligation of a rail carrier related to a right, privilege, or benefit earned by an employee because of previous service performed for the carrier.

(6) This subsection does not apply to Amtrak Commuter.

REPEAL OF 49 U.S.C. Section 24706

SELECTED PORTIONS of PL 105-134, December 2, 1997, 111 Stat 2570

Sec. 1(a)

(a) SHORT TITLE.--This Act may be cited as the "Amtrak Reform and Accountability Act of 1997".

SUBTITLE C - EMPLOYEE PROTECTION REFORMS

Sec. 141. Railway Labor Act Procedures

(e) NO PRECEDENT FOR FREIGHT. - Nothing in this Act, or in any amendment made by this Act, shall affect the level of protection provided to freight railroad employees and mass transportation employees as it existed on the day before the date of enactment of this Act.

Sec. 142. Service Discontinuance

(a) REPEAL.--Section 24706(c) is repealed.

(b) EXISTING CONTRACTS.--Any provision of a contract entered into before the date of the enactment of this Act between Amtrak and a labor organization representing Amtrak employees relating to employee protective arrangements and severance benefits applicable to employees of Amtrak is extinguished, including all provisions of Appendix C-2 to the National Railroad Passenger Corporation Agreement, signed July 5, 1973.

(c) SPECIAL EFFECTIVE DATE.--Subsections (a) and (b) of this section shall take effect 180 days after the date of the enactment of this Act.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**
(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Douglas County, DART Transportation

The Applicant agrees to comply with applicable provisions of Groups 01 – 24.

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	<input type="checkbox"/>
02.	Lobbying.	<input type="checkbox"/>
03.	Procurement and Procurement Systems.	<input type="checkbox"/>
04.	Private Sector Protections.	<input type="checkbox"/>
05.	Rolling Stock Reviews and Bus Testing.	<input type="checkbox"/>
06.	Demand Responsive Service.	<input type="checkbox"/>
07.	Intelligent Transportation Systems.	<input type="checkbox"/>
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	<input type="checkbox"/>
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	<input type="checkbox"/>
10.	Alcohol and Controlled Substances Testing.	<input type="checkbox"/>
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	<input type="checkbox"/>
12.	State of Good Repair Program.	<input type="checkbox"/>
13.	Fixed Guideway Modernization Grant Program.	<input type="checkbox"/>
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	<input type="checkbox"/>
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	<input type="checkbox"/>
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	<input type="checkbox"/>
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	<input type="checkbox"/>
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	<input type="checkbox"/>
19.	Low or No Emission/Clean Fuels Grant Programs.	<input type="checkbox"/>
20.	Paul S. Sarbanes Transit in Parks Program.	<input type="checkbox"/>
21.	State Safety Oversight Grant Program.	<input type="checkbox"/>
22.	Public Transportation Emergency Relief Program.	<input type="checkbox"/>
23.	Expedited Project Delivery Pilot Program.	<input type="checkbox"/>
24.	Infrastructure Finance Programs.	<input type="checkbox"/>

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE (Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: Douglas County DART Program

Name and Relationship of the Authorized Representative: James Nichols, County Manager

on behalf of Douglas County Commissioner's

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature James R. Nichols
Name James Nichols, County Manager

Date: 4-14-15

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): DOUGLAS AREA RURAL TRANSPORTATION

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature Zachary J. Waddle
Name ZACHARY J. WADDLE
Attorney for Applicant

Date: 4/8/15

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

REFERENCES:

Nevada Department of Transportation (NDOT) FTA grant application packet
www.nevadadot.com Public Involvement and Meetings/Transportation Planning/Public Transit/Apply for Grant Funding

Federal Fiscal 2015 Certifications and Assurances
http://www.fta.dot.gov/documents/Fiscal_Year_2015_Annual_List_of_Certifications_and_Assurances_for_FTA_Grants_and_Cooperative_Agreements.pdf

Moving Ahead for Progress in the 21st Century (MAP-21)
<http://www.fta.dot.gov/map21.html>

United States Department of Transportation (USDOT)
www.dot.gov

Federal Transit Administration (FTA)
www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs
http://www.fta.dot.gov/legislation_law/12915.html

Best Practices Procurement Manual
http://www.fta.dot.gov/grants/13054_6037.html

OMB Circulars A-102 Uniform Administrative Requirements for Grants
http://www.whitehouse.gov/omb/circulars_a102

OMB Circular A-122 Cost Principals for Non-Profit Organizations
http://www.whitehouse.gov/omb/circulars_a122_2004/

OMB Circular A-87 Cost Principals for State, Local and Indian Tribal Governments
http://www.whitehouse.gov/omb/circulars_a087_2004/

Americans with Disabilities Act (ADA)
www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations
<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement
<http://www.fta.dot.gov/documents/14-Master.pdf>

Data Universal Numbering System (DUNS) information
<http://www.dnb.com/get-a-duns-number.html>

Title 49 USC Chapter 5323(a)(1)—Private Sector Participation
http://www.fta.dot.gov/documents/FTA_C_9040.1F.pdf

NEVADA PUBLIC AGENCY INSURANCE POOL
CERTIFICATE OF PARTICIPATION
Issued to

Douglas County

The Nevada Public Agency Insurance Pool (hereinafter NPAIP) certifies that the above-mentioned entity is a participating Member of NPAIP for the period beginning July 1, 2014 expiring July 1, 2015.

As a participating member, this entity is entitled to all the rights, privileges and protections and subject to all the duties and responsibilities under the Interlocal Cooperative Agreement and Bylaws of NPAIP and the coverage forms issued by NPAIP.

The following coverage forms apply to NPAIP and its Members:

Nevada Public Agency Insurance Pool Coverage Form: # NPAIP 201415

The lines of coverage and key limits of liability afforded to NPAIP members, subject to the coverage application and subject to additional sublimits as stated in the NPAIP Coverage Form, are summarized as follows:

Property/Crime/Equipment Breakdown

Blanket Limit per schedule of locations	\$ 300,000,000 per loss
Sublimit for earthquake coverage	\$ 125,000,000 annual aggregate
Sublimit for flood coverage	\$ 125,000,000 annual aggregate
Sublimit for flood coverage zone A	\$ 10,000,000 annual aggregate
Sublimit for Equipment Breakdown, Boiler & Machinery	\$ 60,000,000 each accident
Sublimit for Money & Securities including Dishonesty	\$ 500,000 each loss

Casualty

Bodily Injury, Property Damage, Personal Injury, Employment Based Benefits Administration, Law Enforcement Activities, and Wrongful Acts	\$10,000,000 per event \$10,000,000 annual aggregate
--	---

Cyber Security Event
Per Cyber Security Event

\$ 2,000,000 per event
\$ 2,000,000 annual aggregate
\$ 500,000

Sublimit for Privacy Response Expense:

Certain sublimits apply. All sublimits are a part of and not in addition to the Limits of Liability.

Participating member's Maintenance Deductible of \$5,000 for Section V property, and \$50,000 for Section VI liability coverages for each and every loss and/or claim and/or event; such deductibles are subject to \$300,000 aggregate.

This certificate is not a contract of insurance and does not bind NPAIP as such. The coverages provided will be governed by the terms and conditions of NPAIP Coverage Form and by the Interlocal Cooperative Agreement and Bylaws of NPAIP; and all claims, questions or disputes will be settled by reference to the same.


Wayne E. Carlson, MBA, CPCU, ARM
Executive Director

**DOUGLAS COUNTY
SCHEDULE OF SUB-ENTITIES INCLUDED IN COUNTY'S COVERAGE**

Douglas County Weed District
Senior Services Center

Douglas County Senior Services and Public Transportation operates DART Transportation, a public body providing transportation services in Douglas County, NV is applying for federal financial assistance under the Nevada Department of Transportation (NDOT) Rural Public Transportation Program authorized under 49 U.S.C. Section 5311. This program provides for capital, administrative and operating assistance for public transportation programs in rural and small urban areas. DART Transportation proposes to provide the following service:

1. **DART Dial-A-Ride** is a curb to curb shared ride service for seniors 60 years and older and ADA residents of Douglas County. Certification is encouraged to utilize this service which provides access to: Minden, Gardnerville, Gardnerville Ranchos, Geneoa, Ruhestroth, Johnson Lane, Indian Hills, Topaz Ranch Estate and Tahoe Douglas Service Area.
2. **DART Express** is deviated fixed route and open to all public riders. DART Express connects Douglas County in these following areas: Tillman Center, Carson Valley Medical Center, Wal-Mart, Community and Senior Center, Shopping Center (Smiths), Carson Valley Inn, Library, Carson Valley Swim Center, Ironwood Center. Each bus stop sign provides quick reference for riders concerning times and routes.

Fares

Adult (age 12 & over).....	\$2.00 per ride
Seniors.....	\$1.00 donation per ride
Social Services.....	\$1.00 per ride
Student ID Discount.....	\$1.00 per ride
Medicare & ADA rides (60 and under)...	\$1.00 per ride

Private non-profit agencies located within the service area who are interested in providing services or have objections to the current public system, are advised that they may request a public hearing to be conducted to provide a means for them to express their views relative to the proposed project on the probably social, economic, and environmental effects involved on the proposed project. In lieu of requesting a public hearing, interested parties may submit their comments on the proposed services by sending a written response to:

DART Transportation

1329 Waterloo Lane, Gardnerville

775-783-6455 office, 775-783-6457 fax

tlee@douglasnv.us

Please submit comments by April 15, 2015, Should a public hearing be requested, a public notice will be published stating the date, time and locations of the hearing.

Douglas County Senior Services and Public Transportation operates DART Transportation, a public body providing transportation services in Douglas County, NV is applying for federal financial assistance under the Nevada Department of Transportation (NDOT) Rural Public Transportation Program authorized under 49 U.S.C. Section 5311. This program provides for capital, administrative and operating assistance for public transportation programs in rural and small urban areas. DART Transportation proposes to provide the following service:

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	Fares	
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DART Transportation
 1329 Waterloo Lane, Gardnerville
 775-783-6455 office, 775-783-6457 fax
den@douglasnv.us

Please submit comments by April 15, 2015. Should a public hearing be requested, a public notice will be published stating the date, time and locations of the hearing.

PUB: 04/05/15, 04/08/15
 AD# 11055834



BOARD OF COMMISSIONERS

1594 Esmeralda Avenue, Minden, Nevada 89423

James R. Nichols
COUNTY MANAGER
775-782-9821

RECEIVED
DOUGLAS COUNTY
FINANCE
2015 APR -2 AM 10:10

COMMISSIONERS:
Doreen Johnson, CHAIRMAN
Nancy McQuinn, VICE-CHAIRWOMAN
Greg Lynn
Barry Penzel
Steven Thaler

March 31, 2015

Michelle Gardner
State of Nevada
Department of Transportation
1263 S. Stewart Street
Carson City, NV 89712

I would like to express my support for Douglas Area Rural Transit (DART), in their efforts to secure important grant funding to continue providing needed public transportation. With rising fuel costs and an ever increasing need to move throughout Douglas County's large rural area. DART has become an important component of the quality of life provided to citizens of Douglas County.

DART Dial-A-Ride and DART Express Transportation provide a broad range of services for residents seeking employment, shopping, medical appointments, and recreation. Since 2008 ridership demographics have been 70% seniors 60 and older, 20% riders with disabilities, 10% public riders and students seeking employment, shopping and recreation. DART provides over 22,550 rides annually with an expected increase in ridership in 2015. DART Express added two new stops at Gardnerville Walmart and Ironwood Center. These changes continue to increase access for residents to downtown Gardnerville, Gardnerville Ranchos, Minden, and the Washoe Tribe. Tourist and residents seeking recreation now commute throughout Douglas County with a bike, bus or both if need be. In addition, DART Dial-A-Ride provides increased access to seniors and disabled residents with weekly shopping trips to Stateline, Costco, Walmart, and Target including transfer options for the fast paced public rider to Tahoe Transportation buses traveling to Lake Tahoe, Carson City and connections to Reno.

The funding that Nevada Department of Transportation provides is critical to maintaining public transportation in Douglas County. Although County leadership has remained supportive, both conceptually and financially, the program cannot sustain operations without federal grant funding and would more than likely have to be discontinued.

I trust that funding operations will be awarded to Douglas Area Rural Transit for the continued operation of transportation services.

Sincerely,

James R. Nichols
County Manager

Mailing Address: P.O. Box 218, Minden, NV 89423



Young at Heart Senior Citizen Club, Inc.
P.O. Box 1042,
Gardnerville, Nevada 89410

March 31, 2015

Michelle Gardner
State of Nevada
Department of Transportation
1263 S. Stewart Street
Carson City, NV 89712

The Douglas Area Rural Transit (Dart), Dial-A-Ride system provides numerous essential services to all of Douglas County. Many of our seniors, for whatever reason are unable to drive, are very dependent upon DART for public transportation in Douglas County. The Dart system is used for functions such as shopping, medical appointments, going for physical therapy, and traveling to and from the Senior Center daily. Without DART our seniors as well as other riders would not be able to afford the taxi service to and from these said activities and may not attend to their needs.

DART provides a broad range of services for our residents. Since 2008 ridership has been 70% seniors 60 and older, 20% riders with disabilities, 10% public/students. I think it's been wonderful that we can help our seniors with DART to access weekly shopping trips to Stateline, Walmart, including transfer options to Tahoe Transportation that travel to Lake Tahoe, Carson City and then back to the valley.

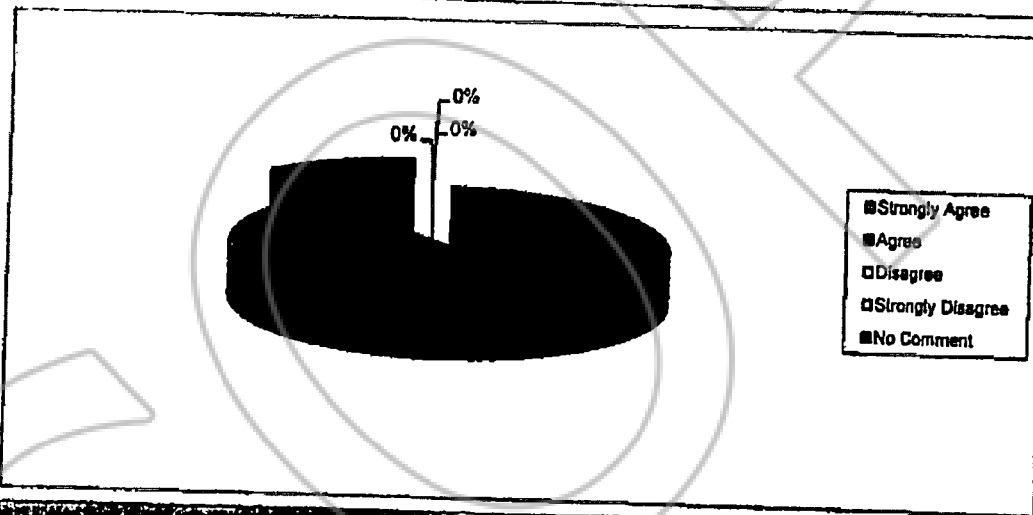
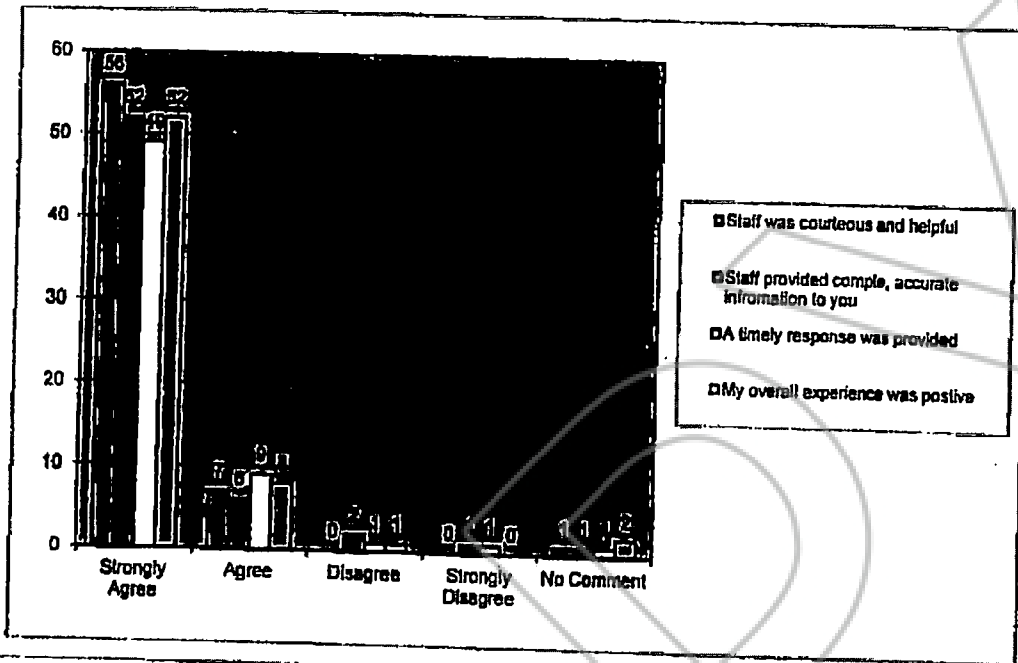
The funding that NDOT provides is critical to maintain public transportation in Douglas County. County leadership has supported this program but this program cannot sustain operations without federal grant funding and most likely this program would be discontinued.

As President for the Young at Heart, and on the Senior Advisory Board, I would hope that funding operations will be awarded to Douglas Area Rural Transit (DART) for the continued operations of transportation services.

Sincerely,

Andrea Rajeski
Young at Heart President

DART Customer Service Survey's 2015

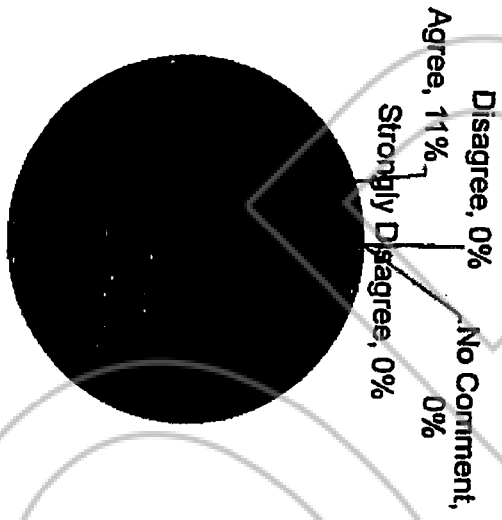


	Strongly Agree	Agree	Disagree	Strongly Disagree	No Comment
Staff was courteous and helpful	58	7	2	0	1
Staff provided complete, accurate information to you	52	8	2	1	1
A timely response was provided	49	8	1	1	1
My overall experience was positive	52	8	1	0	2

	Strongly Agree	Agree	Disagree	Strongly Disagree	No Comment
Staff was courteous and helpful	63%	10%	0%	0%	0%
Staff provided complete, accurate information to you	64%	10%	0%	0%	0%
A timely response was provided	59%	10%	0%	0%	0%
My overall experience was positive	64%	13%	0%	0%	0%

Strongly Agree	Agree	Disagree	Strongly Disagree	No Comment
10	2	0	0	1
2	0	0	1	1
0	0	0	1	1
0	0	0	0	2

DART Dial-A-Ride and DART Express 2015 Client Satisfaction Survey



- Strongly Agree
- Agree
- Disagree
- Strongly Disagree
- No Comment

2015 DART comments

This organization is literally a life saver for all elderly people in this area. Thank you to all of the wonderful people who contribute.

Sometimes a little difficult on the response but still is alright still have pickup & Dropoff still alright.

Without this service I would never be able to leave my house. Thanks to all the staff.

Bus was an hour late to day. My job starts at 2pm I got there at 3:15 not happy.

Give the help a big raise.

I appreciate this service very much the attempt to accommodate is exceptional.

Keep up the good Job.

Great Place

Thank you to DART

Great to have a bus trip to Reno for shopping. Also used the bus for dinner and show at the Pioneer Center and Eldorado.

DART drivers are all very courteous and excellent drivers

renee, Henry and James are all above excellent & Helpful.

More routes are needed that include weekends. Later routes can't do anything after 5:00pm Saturday church, shopping socialize, Sunday church and socialize.

I believe DART is very good system for seniors and possibly someone who is retired.

Im well pleased with their service

Staff are always courteous- I miss not having a paper schedule; But, that has nothing to do with the bus drivers themselves. They are very helpful and considerate.

Bus drivers are very helpful and courteous; they follow every rules perfectly.

Ridership and Maintenance Program (RMP) Training Manual

10-6-14



Nevada Department of Transportation
Transit Section

ATTACHMENT B

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1. Introduction

The Ridership and Maintenance Program (RMP) software is a web-based application accessible through a web browser. The application is used to track vehicles and riders participating in the Nevada's Department of Transportation (NDOT's) elderly, disabled and the general public rural transportation system.

Federal Transportation Administration (FTA) funds are used to provide sub recipient agencies funds to purchase vehicles used to transport elderly, disabled and the general public in rural parts of Nevada. Sub recipient agencies are required to provide ridership information for each vehicle in their fleet as well as vehicle maintenance information during the useful life of the vehicle.

The RMP software is the mechanism for sub recipients to submit the ridership information, vehicle maintenance information and the quarterly reports to the Transit section of NDOT. The application also provides NDOT staff with the ability to review quarterly submissions and create reports.

2. Ridership and Maintenance Application System Diagram

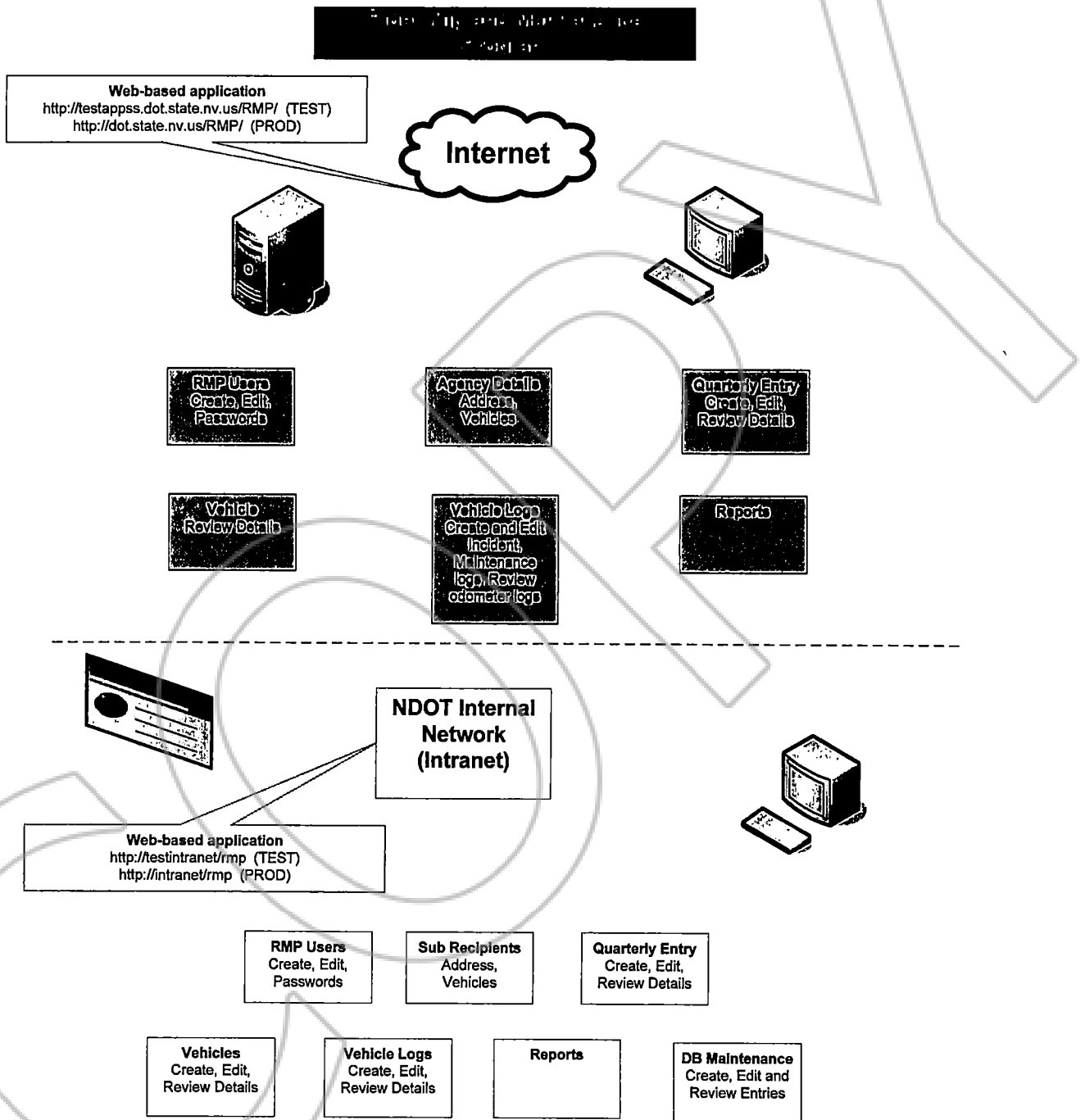


Figure 1. RMP System Diagram

3. External User Login and Passwords

The Ridership and Maintenance Application is secured by a username and password. NDOT managers create the initial login for sub recipient managers. Sub recipient managers can create users for their organization



Figure 2 – RMP Login page

Once the user is logged in, the username is shown in the top right corner of the page. By clicking on the login name, users are given the option to log out or change their password. The change password link brings the user to a change password dialog box.

A screenshot of the 'CHANGE PASSWORD FORM' in the RMP application. The form is displayed in a web browser window. At the top of the browser window, there is a navigation menu with links for TRAVELER INFO/MAPS, DOING BUSINESS, PROJECTS/PROGRAMS, PUBLIC INVOLVEMENT/MEETINGS, and CONTACT NDOT. Below the navigation menu, there is a sub-menu with links for RMP, Vehicle Logs, Quarterly Entry, Reports, Vehicles, Agency Details, and RMP Users. The main content area of the browser window shows the 'CHANGE PASSWORD FORM' with three input fields: 'Current password', 'New password', and 'Confirm new password'. Below these fields is a 'Change password' button. In the top right corner of the browser window, there is a user profile dropdown menu with options for 'Change Password' and 'Log out'. An arrow points from the 'Change password' button to the 'Change Password' option in the user profile menu.

Figure 3 – Change Password Form

There are 2 types of Users for Sub Agency users. The table below identifies the basic differences in the roles.

	User	Manager	System Admin
External (Sub agency)	Enter/edit vehicle logs (maintenance and incident) Enter/edit quarterly ridership Enter / edit quarterly vehicle odometer entries	External User capabilities plus: Enter / edit users for own sub recipient agency	Not applicable

Figure 4 – User Types and Roles

When creating a new user, an address appears. The address of the user is inferred from the Sub Recipient Agency page. If this is not correct, you can type over the address with the new address.

Passwords have to conform to the following rules or an error will be issued and the user will not be activated.

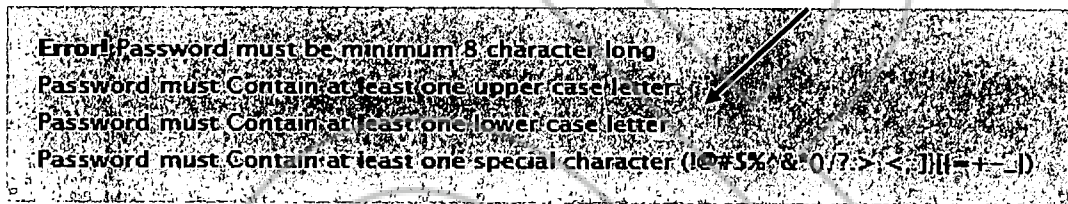


Figure 5 – Password Rules

When User information has been entered or changed, the user has 3 options when saving the data:

Save – Data is saved and the user remains on the Create User Window

Save and New – Data is saved and a blank User page is displayed so a new user can be entered

Save and Done – Data is saved and the User is returned to Create User

Sub agency users can be accessed by clicking on the RMP User menu. Sub agency managers can create, edit or review the details of their users.

RMP Vehicle Logs Quarterly Entry Reports Vehicles Agency Details RMP Users aconlinsntc

Users Admin

Create New Subagency User

	Agency	User Type	Username	First Name	Last Name
Edit Details	SNTC – Southern Nevada Transit Coalition	Subagency Manager	aconlinsntc	Ann	Conlin
Edit Details	SNTC – Southern Nevada Transit Coalition	Subagency Manager	ddauenhauer	Deb	Dauenhauer
Edit Details	SNTC – Southern Nevada Transit Coalition	Subagency User	mvestal	Michelle	Vestel

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Figure 6 – Users Administration

To create a new sub agency, click on Create New Sub agency User and the page below will appear.

RMP Vehicle Logs Quarterly Entry Reports Vehicles Agency Details RMP Users aconlinsntc

Back to List

USCR

User Type:

Username:

First Name:

Last Name:

Password:

Confirm Password:

Email:

Address:

City:

State:

Zipcode:

Phone:

Allow Login:

Save Save and done Save and new

Figure 7 – Create New Users

4. RMP Data and Navigation

Most of the RMP application uses a combination of table and detail pages. The RMP external application has 3 sources of information: Vehicles, Vehicle Maintenance and Incident Logs and Ridership. A brief description of each category is shown below along with the corresponding pages in the application.

4.1. Vehicles

Vehicles, when purchased through NDOT, are initially received by NDOT and transferred to sub recipients. Vehicles can only be active and in use by a single sub recipient. Vehicles can also be retired after a certain number of years or miles. When this happens, the vehicle is no longer active in the system and cannot have maintenance or incident log entries associated with them. However, as long as that vehicle is still being utilized in your Transit service, we do require ridership numbers as usual.

	Agency	VIN	VIN Last Five	Year	Make and Model	Type
Details	SNTC - Southern Nevada Transit Coalition	1G89G5AG7A1103525	03525	2010	Chevy Spirit of Mobility low floor, 14 pass	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	1G89G5AG7A1103542	03542	2010	Chevy Spirit of Mobility low floor, 14 pass	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	1G89G5AG7A1103765	03765	2010	Chevy Spirit of Mobility low floor, 14 pass	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	1G8KG31K991108540	08540	2009	Chevy Spirit of Mobility low floor, 14 pass	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	1G86G58G2D1116088	16088	1905	Champion Bus 14 Psngr.	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	1FDEE3FL2ADA23215	23215	2010	Ford Cutaway 8-1 (9) Pass.	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	1FDEE3FS9ADA25695	25695	2010	Candidate Startrans E350	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	1FDEE3FS2ADA25697	25697	2010	Startrans Bus Candidate	Cutaway
Details	SNTC - Southern Nevada Transit Coalition	2D4RN4DE3AR455103	55103	2010	Dodge Caravan Braun Conversion	Other (describe)

Figure 8 – Vehicle Table

RMP Vehicle Logs Quarterly Entry Reports Vehicles Agency Details RMP Users aconflinsntc

Back to List

VEHICLE DETAILS

Currently assigned to SNTC – Southern Nevada Transit Coalition
 VIN 1G89G5AG7A1103525
 VIN Last Five 03525
 Make and Model Chevy Spirit of Mobility low floor, 14 pass
 Year 2010
 Length (ft) 28
 Seat Count
 Condition not specified
 Vehicle Type Cutaway
 Other Vehicle Type
 Ownership State
 Funding Source not specified
 Other Funding Source
 Fuel Type not specified
 Other Fuel Type
 In Service Date 01/01/2010
 Estimated End of Life Date 01/01/2015
 Estimated End of Life Miles 100,000
 Actual End of Life Date
 Actual End of Life Odometer
 Notes 5 years

Back to List

Agencies

Agency	Date Assigned	Date Unassigned	Notes
SNTC – Southern Nevada Transit Coalition	01/01/2010		created by spreadsheet import

Figure 9 – Vehicle Details Table

The Vehicle Details table shows the information stored for a vehicle such as Make and Model, Year, Vehicle Type, etc. This information is “read only” to Sub Recipients. Changes to vehicles will need to be coordinated with NDOT staff.

At the bottom of the Vehicle Details Tables it also shows date assigned and date unassigned, if applicable, at the bottom.

4.2. Vehicle Maintenance Logs

Vehicles must be maintained and may be involved in incidents of different sorts. The RMP application tracks maintenance and incidents in logs. Log entries are specific to a date, a vehicle and the agency that owns the vehicle. Maintenance entries include major repair, minor repair, fatal and non-fatal. Only active vehicles can have log entries made for them. You have 20 Days to get your quarterly information into the system. After that 20 days you will be locked out and unable to submit your report, therefore being out of compliance.

◇ Under the Vehicle Logs select down arrowchoose maintenance logs....

Maintenance Logs

Create New ← Create a new entry

Fill in to filter

Ascending / descending sort

	Agency	Vehicle	Cost	FFYQuarterID	InAgencyShop	MaintenanceDate	Type	Notes
Edit Details	AC Westcare Nevada	VIN 12345 2015 Buggy View details for row	500	2nd Quarter	<input type="checkbox"/>	06/04/2014	Other	Vehicle was totalled
Edit Details	AC Westcare Nevada	VIN 12345 2015 Buggy Edit details for row	2	1st Quarter	<input checked="" type="checkbox"/>	06/17/2014	Minor Repair	test entry by Eric
Edit Details	AC Westcare Nevada	VIN 09861 2010 Ford E-350 Cutaway	123	1st Quarter	<input type="checkbox"/>	06/17/2014	Preventive Maintenance	Ei test entry
Edit Details	AC Westcare Nevada	VIN 09861 2010 Ford E-350 Cutaway	99.94	2nd Quarter	<input type="checkbox"/>	01/28/2014	Other	Fuel

Rows per page: 10 | Jump to page: 1

1 - 4 / 4 (4)

Figure 10 – Maintenance Logs Table

Each page in the RMP application has actions that can be performed. Each action is briefly described below:

Create New – Allows Sub Agency Users and Managers to create a maintenance log. Managers can also edit maintenance logs.

Filtering Feature – Allows users to search and filter for data in the specific row. For instance, by entering 1st in the box, all log entries for the 1st quarter will be shown. Each column has the filtering feature.

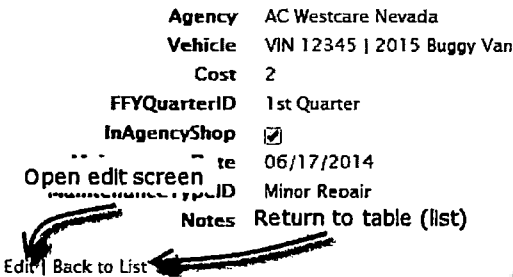
Ascending/Descending Sort – Allows users to sort the data by that particular column name.

Details – Allows users to view (no updates) the details for that particular log (maintenance or incident log).

Edit – Allows users to change the details for a particular log.

Rows per page/Jump to page – provides information regarding the particular web page

MAINTENANCE LOG DETAILS



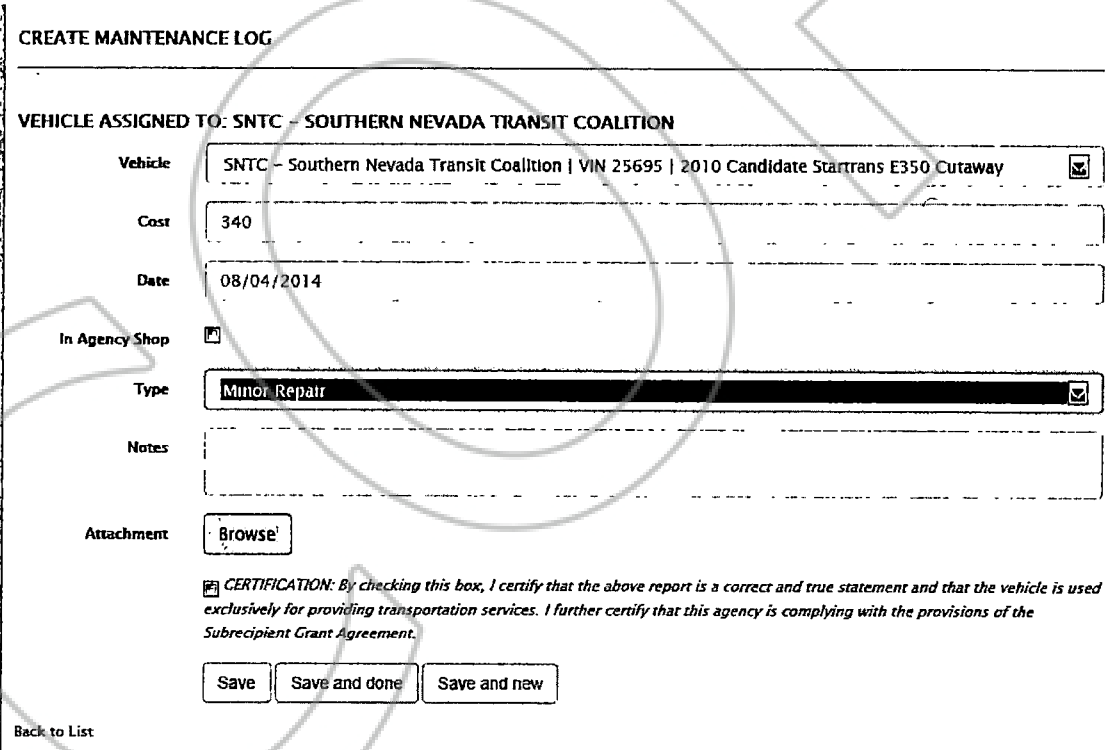
Agency AC Westcare Nevada
Vehicle VIN 12345 | 2015 Buggy Van
Cost 2
FFYQuarterID 1st Quarter
InAgencyShop
Date 06/17/2014
MaintenanceTypeID Minor Repair
Notes Return to table (list)

Open edit screen
Back to List

Figure 11 – Maintenance Log Details Table

Edit – Opens the edit page allows users to change the details for a particular log.

Back to List – Returns to previous table (list of maintenance records).



CREATE MAINTENANCE LOG

VEHICLE ASSIGNED TO: SNTC – SOUTHERN NEVADA TRANSIT COALITION

Vehicle SNTC – Southern Nevada Transit Coalition | VIN 25695 | 2010 Candidate Starrtrans E350 Cutaway

Cost 340

Date 08/04/2014

In Agency Shop

Type Minor Repair

Notes

Attachment Browse

CERTIFICATION: By checking this box, I certify that the above report is a correct and true statement and that the vehicle is used exclusively for providing transportation services. I further certify that this agency is complying with the provisions of the Subrecipient Grant Agreement.

Save Save and done Save and new

Back to List

Figure 12 – Create Maintenance Log

Certification Checkbox - Users must confirm the accuracy of the information before the save functions will function.

Attachment – Users have the ability to attach 1 document per quarter (multiple pages).

4.3. Vehicle Incident Logs

The vehicle incident functionality stores information recorded by agency users. If no incident information needs to be recorded in the quarter, this area does not need to be updated. The incident logs have the same navigation functions as the maintenance log.

	Agency	Vehicle	Cost	FF Quarter	Date	Type
Attached File Details Edit Delete	SNTC – Southern Nevada Transit Coalition	SNTC – Southern Nevada Transit Coalition VIN 16088 1905 Champion Bus 14 Psngr. Cutaway	\$250.00	2013 – Q2	07/09/2014	Non-injury
Details Edit Delete	SNTC – Southern Nevada Transit Coalition	SNTC – Southern Nevada Transit Coalition VIN 23215 2010 Ford Cutaway 8-1 (9) Pass. Cutaway	\$123.00	2013 – Q2	07/03/2014	Non-injury
Attached File Details Edit Delete	SNTC – Southern Nevada Transit Coalition	SNTC – Southern Nevada Transit Coalition VIN 63222 2011 Champion Bus 20-21 Psngr. Cutaway	\$300.00	2013 – Q2	07/08/2014	Non-injury

Figure 13 – Incident Logs

As noted previously each page in the RMP application has actions that can be performed. Each action is briefly described below:

Create – Allows Sub Agency Users and Managers to create incident logs. Managers can also edit incident logs.

Filtering Feature – Allows users to search and filter for data in the specific row. For instance, by entering Q1 in the box, all log entries for the 1st quarter will be shown. Each column has the filtering feature.

Details – Allows users to view (no updates) the details for that particular log (maintenance or incident log).

Edit – Allows users to change the details for a particular log.

4.4. Quarterly Entry

This page records the ridership information. As vehicles are operated by sub recipients, ridership data for each vehicle within the fleet is recorded in the RMP application. Ridership data is collected for Rural Transportation (RT) services and Elderly/Disabled (ED) Transportation Services. Ridership information is reported quarterly and not specific to a particular vehicle.

Quarterly information is locked 20 days after the end of the quarter. This ensures quarterly information does not change after it's been submitted to the federal government. When this happens, only NDOT Transit staff can edit the information for past quarters.

The initial entry screen is shown below and has two functions:

- Create new quarterly entry
- Edit (view) and existing quarterly entry

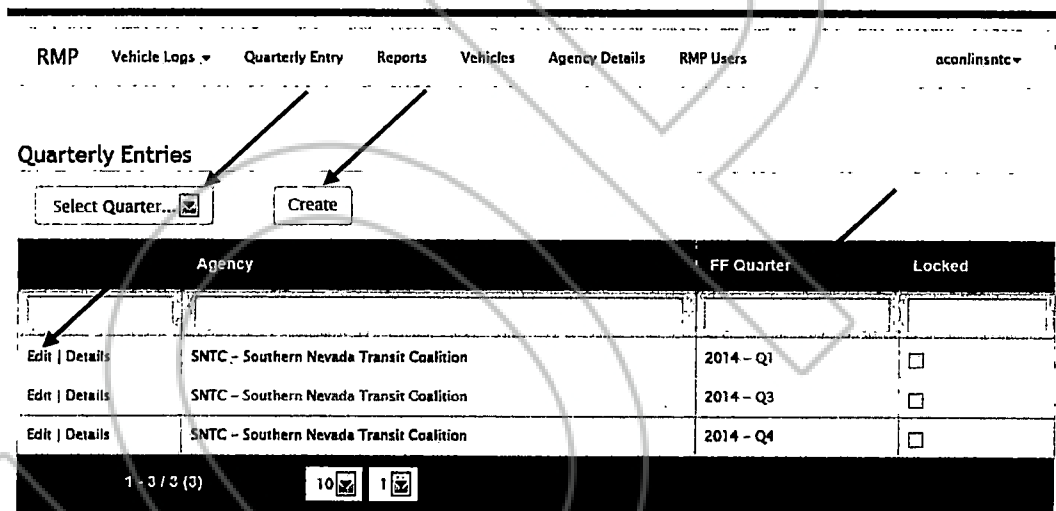


Figure 14 – Quarterly Entries

As noted previously each page in the RMP application has actions that can be performed. Each action is briefly described below:

Create – Allows Sub Agency Users and Managers to create a Quarterly Entry.

Filtering Feature – Allows users to search and filter for data in the specific row. For instance, by entering 2014 in the box, all quarterly entries for Fiscal year 2014 quarter will be shown. Each column has the filtering feature.

Details – Allows users to view (no updates) the details for that particular quarterly entry.

Edit – Allows users to change the details for a quarterly entry.

Vehicles

	Odometer Start	Odometer End	License Plate
SNTC – Southern Nevada Transit Coalition VIN 03525 2010 Chevy Spirit of Mobility low floor, 14 pass Cutaway	0	0	1234567890
SNTC – Southern Nevada Transit Coalition VIN 03542 2010 Chevy Spirit of Mobility low floor, 14 pass Cutaway	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 03765 2010 Chevy Spirit of Mobility low floor, 14 pass Cutaway	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 08540 2009 Chevy Spirit of Mobility low floor, 14 pass Cutaway	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 16088 1905 Champion Bus 14 Psngr. Cutaway	0	0	11111111
SNTC – Southern Nevada Transit Coalition VIN 23215 2010 Ford Cutaway 8-1 (9) Pass. Cutaway	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 25695 2010 Candidate Startrans E350 Cutaway	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 25697 2010 Startrans Bus Candidate Cutaway	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 55103 2010 Dodge Caravan Braun Conversion Other (describe)	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 55104 2010 Dodge Caravan Braun Conversion Other (describe)	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 55111 2010 Dodge Caravan Braun Conversion Minivan	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 58500 2009 Chevy Spirit of Mobility low floor, 14 pass Cutaway	0	0	unknown
SNTC – Southern Nevada Transit Coalition VIN 63222 2011 Champion Bus 20-21 Psngr. Cutaway	0	0	unknown

Figure 15 – Vehicle Odometer Entry

The Vehicle Odometer entry of the quarterly entry page lists all vehicles currently assigned to the user agency. For each vehicle, users must provide odometer readings at the start and end of the quarter. The license plate number needs to be entered initially and after that the license information is brought forward each quarter.

At the bottom of the quarterly screen, similar to the log screens, the user must certify that the figures entered are correct and that vehicles are used appropriately. The checkbox must be checked in order to save the information entered for the quarterly report.

ED Ridership Entry

	Disabled Ambulatory	Disabled Non ambulatory	Elderly Ambulatory	Elderly Non ambulatory	Other
Agency	0	0	0	0	0
Education	0	0	0	0	0
Employment	0	0	0	0	0
Medical	0	0	255	336	0
Nutrition	25	26	56	56	0
Personal	0	0	0	0	0
Residence	0	0	0	0	0
Revenue Miles	0	0	0	0	0
RevenueHours	0	0	0	0	0
Social/Recreation	0	0	0	0	0
	Disabled Ambulatory	Disabled Non ambulatory	Elderly Ambulatory	Elderly Non ambulatory	Other

Figure 16 – ED Ridership Entry

RT Ridership Entry

	Bus	Demand Response	Vanpool	Intercity	Other
Regular Unlinked Passenger Trips	0	0	0	0	0
Sponsored Unlinked Passenger Trips	0	0	0	0	0
Vehicle Revenue Miles	0	0	0	0	0
Vehicle Revenue Hours	0	0	0	0	0
	Bus	Demand Response	Vanpool	Intercity	Other

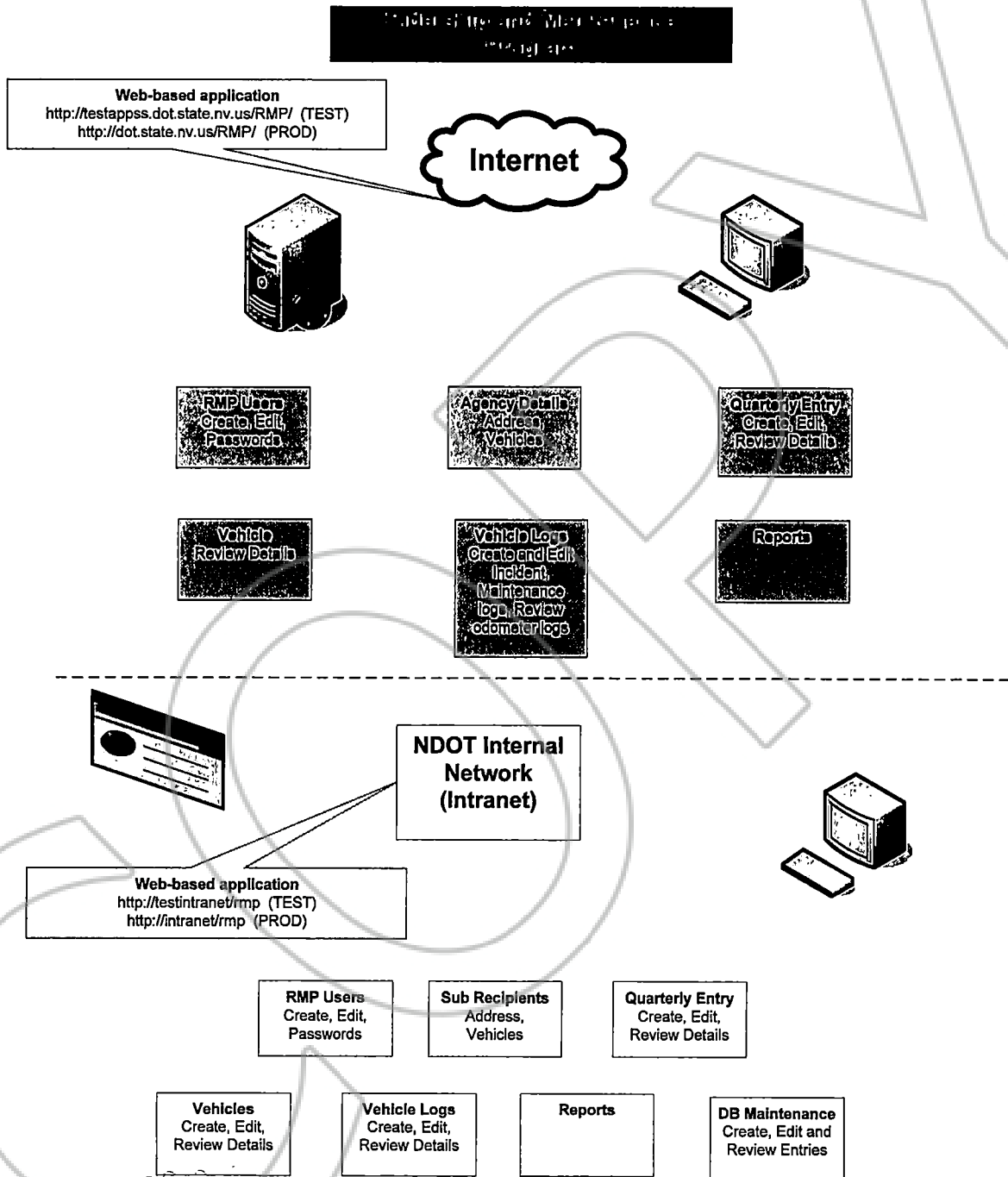
Certification

CERTIFICATION: By checking this box, I certify that the above report is a correct and true statement and that the vehicles are used exclusively for providing transportation services. I further certify that this agency is complying with the provisions of the Subrecipient Grant Agreement.

Figure 17 – RT Ridership Entry

Enter the number of trips per category and click save at the bottom of the page (scroll down for the Save options).

5. Ridership and Maintenance Program (RMP) Application Review



COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

11th day of Jan, 2016

By [Signature] Deputy