



**CARSON CITY CONSOLIDATED  
MUNICIPALITY  
NOTICE OF THE MEETING OF THE  
CARSON AREA METROPOLITAN PLANNING  
ORGANIZATION**

**Day:** Wednesday  
**Date:** June 11, 2025  
**Time:** Beginning at 4:30 pm  
**Location:** Community Center, Robert 'Bob' Crowell Board Room  
851 East William Street  
Carson City, Nevada

**AGENDA**

**NOTICE TO THE PUBLIC:**

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

The public may provide public comment in advance of a meeting by written submission to the following email address: [cmartinovich@carson.org](mailto:cmartinovich@carson.org). For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

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

**2. Roll Call**

**3. Public Comment:\*\***

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

**4. For Possible Action: Approval of Minutes - May 14, 2025**

4.A Minutes for May 14, 2025  
[Click Here for Staff Report](#)

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

5.A For Possible Action – Discussion and possible action regarding (1) Amendment No. 1 (“Amendment”) to Cooperative Agreement No. PR277-24-802 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) extending the termination date of the Agreement to June 30, 2026, and modifying other clauses of the Agreement to allow the Carson Area Metropolitan Planning Organization ("CAMPO") to continue to seek reimbursement of Consolidated Planning Grant (“CPG”) funds that will be carried forward from Fiscal Year (“FY”) 2025 to FY 2026 up to the current Agreement not to exceed amount of \$726,172.03; and (2) authority for the Transportation Manager to sign the Amendment and future amendments that extend the time for performance or approve funding changes not to exceed 10 percent of the present Agreement amount.  
[Click Here for Staff Report](#)

## **6. Non-Action Items**

6.A Transportation Manager's Report  
[Click Here for Staff Report](#)

6.B Nevada Department of Transportation Report  
[Click Here for Staff Report](#)

6.C Other comments and reports which may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to CAMPO, project status reports, and comments or other reports from the CAMPO members or staff.  
[Click Here for Staff Report](#)

## **7. Public Comment:\*\***

The public is invited at this time to provide comment on any topic that relates to a matter over which this public body has supervision, control, jurisdiction or advisory power, including any such matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised during this period for public comment.

## **8. For Possible Action: To Adjourn**

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

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

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

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

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

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way  
Community Center, 851 East William Street  
City Hall, 201 North Carson Street  
Carson City Library, 900 North Roop Street  
Community Development Permit Center, 108 East Proctor Street  
Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden  
Lyon County Manager's Office, 27 South Main Street, Yerington  
Lyon County Utilities, 34 Lakes Blvd, Dayton  
Nevada Department of Transportation, 1263 S. Stewart Street, Carson City  
[www.carson.org/agendas](http://www.carson.org/agendas)  
[notice.nv.gov](http://notice.nv.gov)



## STAFF REPORT

**Report To:** **Meeting Date:** June 11, 2025

**Staff Contact:**

**Agenda Title:** Minutes for May 14, 2025

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

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**Proposed Motion**

I move to approve the minutes for May 14, 2025, as presented.

**Board's Strategic Goal**

**Previous Action**

**Background/Issues & Analysis**

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

**Financial Information**

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

**Explanation of Fiscal Impact:**

**Alternatives**

**Attachment(s):**

05-14-2025 Minutes (CAMPO).pdf

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

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

Aye/Nay

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(Vote Recorded By)

# **CARSON AREA METROPOLITAN PLANNING ORGANIZATION**

## **Minutes of the May 14, 2025 Meeting**

**Page 1**

**DRAFT**

A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, May 14, 2025, in the Community Center, Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

**PRESENT:** Chairperson Gregory Novak  
Vice Chairperson Lucia Maloney  
Member Lori Bagwell  
Member John Cassinelli  
Member Robert “Jim” Dodson  
Member Jon Erb  
Member Lisa Schuette  
Ex-Officio Member Rebecca Kapuler

**STAFF:** Chris Martinovich, Transportation Manager  
Adam Tully, Deputy District Attorney  
Kelly Norman, Senior Transportation Planner/Analyst  
Casey Sylvester, Transportation/Traffic Engineer  
Jared Cragun, Transportation Planner/Analyst  
Rebecca Bustos, Grant Analyst  
Scott Bohemier, Transportation Planner  
Marcus Myers, Transit Coordinator  
Tamar Warren, Senior Deputy Clerk

**NOTE:** A recording of these proceedings, the CAMPO’s agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are available for review in the Clerk’s Office during regular business hours. All approved minutes are posted on <https://www.carson.org/government/city-meetings>.

### **1. CALL TO ORDER – CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)**

(4:32:00) – Chairperson Novak called the meeting to order at 4:32 p.m.

### **2. ROLL CALL**

(4:32:11) – Roll was called, and a quorum was present.

### **3. PUBLIC COMMENT**

(4:32:31) – Chairperson Novak entertained public comments; however, none were forthcoming.

### **4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – APRIL 9, 2025**

# CARSON AREA METROPOLITAN PLANNING ORGANIZATION

## Minutes of the May 14, 2025 Meeting

### Page 2

**DRAFT**

(4:32:38) – Chairperson Novak introduced the item and entertained corrections and/or a motion.

**(4:33:00) – Member Bagwell moved to approve the minutes of the CAMPO April 9, 2025, meeting as presented. The motion was seconded by Vice Chair Maloney and carried 7-0-0.**

## 5. SPECIAL PRESENTATIONS

### 5.A PRESENTATION OF A PROCLAMATION RECOGNIZING MAY 2025 AS BIKE MONTH.

(4:33:16) – Chair Novak introduced the item. Mr. Bohemier and Muscle Powered President Chelsea Kincheloe highlighted several events, including Bike to Work Day on May 16, 2025. Chair Novak read into the record a proclamation, incorporated into the record, recognizing May 2025 as Bike Month in the CAMPO region. Ms. Kincheloe joined Staff and the CAMPO Board for a commemorative photograph.

## 6. PUBLIC MEETING ITEM(S):

**6-A FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT NO 1 (“AMENDMENT”) TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION’S (“CAMPO”) UNIFIED PLANNING WORK PROGRAM (“UPWP”) FOR FISCAL YEAR (“FY”) 2025 AND FY 2026, WHICH MAKES VARIOUS REVISIONS TO THE UPWP AND ITS WORK ELEMENTS AND INCREASES THE FY 2026 BUDGET BY \$365,650 TO ACCOUNT FOR THE CARRYFORWARD OF UNUSED FY 2025 FUNDS TO FY 2026, ADDITIONAL FEDERAL CONSOLIDATED PLANNING GRANT (“CPG”) FUNDS, AND INCREASE IN OTHER FEDERAL AND LOCAL FUNDS.**

(4:38:48) – Chairperson Novak introduced the item. Ms. Norman gave background and reviewed the proposed amendments to the Fiscal Years 2025/2026: July 1, 2024 – June 30, 2026 Unified Planning Work Program (UPWP). She also responded to clarifying questions. She explained to Member Schuette that Staff had reached out to the Washoe Tribal community and planned to meet and coordinate with them. Chair Novak entertained public comments. Mark Costa inquired whether some of the UPWP funds “could be used in Staff planning...roads that are not part of the federal network, local roads...and [plan on] how are we going to go ahead and maintain and repair those roads and expand them as necessary.”

**(4:45:05) – Member Schuette moved to approve the Amendment, as presented. The motion was seconded by Vice Chair Maloney and carried 7-0-0.**

**6.B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING A RECOMMENDATION TO THE CARSON CITY BOARD OF SUPERVISORS (“BOARD”) CONCERNING THE FISCAL YEAR (“FY”) 2026 BUDGET FOR THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) FUND.**

# CARSON AREA METROPOLITAN PLANNING ORGANIZATION

## Minutes of the May 14, 2025 Meeting

### Page 3

**DRAFT**

(4:45:33) – Chairperson Novak introduced the item. Member Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich reviewed the CAMPO budget, incorporated into the record, and responded to clarifying questions. He also explained to Member Bagwell that the staff time charged to a grant is usually billed for reimbursement to the Nevada Department of Transportation (NDOT) at the end of the fiscal year. Chair Novak entertained public comments, and when none were forthcoming, a motion.

**(4:51:28) – Member Bagwell moved to recommend that the Board of Supervisors approve the Fiscal Year 2026 Budget for the CAMPO fund. The motion was seconded by Member Erb and carried 7-0-0.**

**6.C FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING (1) AN INTERLOCAL AGREEMENT (“AGREEMENT”) WITH LYON COUNTY FOR THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) TO MANAGE \$1,254,000 IN SURFACE TRANSPORTATION BLOCK GRANT (“STBG”) FUNDING ON BEHALF OF LYON COUNTY, SUBJECT TO A 5 PERCENT LOCAL MATCH OF \$66,000 TO BE PAID BY LYON COUNTY, FOR A FEASIBILITY STUDY (“STUDY”) FOR A FUTURE DAYTON VALLEY / CHAVES ROAD BRIDGE PROJECT (“PROJECT”), WITH CAMPO STAFF ASSUMING PRIMARY ADMINISTRATIVE RESPONSIBILITIES FOR STUDY MANAGEMENT AND ADMINISTERING THE STBG FUNDS; AND (2) AUTHORITY FOR THE TRANSPORTATION MANAGER TO SIGN THE AGREEMENT AS WELL AS FUTURE AMENDMENTS EXTENDING THE TERM OF THE AGREEMENT.**

(4:51:54) – Chair Novak introduced the item. Member Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich gave background and presented the Staff Report, incorporated into the record, which also contained the draft agreement. Chair Novak wished to have the NDOT approval as well. Member Casinelli highlighted the importance of the bridge, which would benefit the upcoming developments in the area. There were no public comments.

**(4:57:19) – Member Casinelli moved to approve the Agreement as presented and to authorize the Transportation Manager to execute the Agreement as well as future amendments extending the term of the Agreement. The motion was seconded by Vice Chair Maloney and carried 7-0-0.**

**6.D FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING REVISIONS TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) POLICIES AND PROCEDURES (“POLICIES”).**

(4:57:55) – Chair Novak introduced the item. Member Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich presented the proposed revisions to the CAMPO Policies and Procedures, which are incorporated into the record, and responded to clarifying questions. Member

# CARSON AREA METROPOLITAN PLANNING ORGANIZATION

## Minutes of the May 14, 2025 Meeting

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**DRAFT**

Bagwell noted that she was in favor of authorizing the Transportation Manager to make “small administrative changes that don’t impact programs.” However, she expressed concern that the revisions provided “carte blanche to [the Transportation Manager] to amend Appendix B and Appendix C,” and not just implement the required federal changes. She suggested specifying that the amendments made should be “based on a change in federal regulation.” Mr. Martinovich agreed to the recommendation. There were no public comments; therefore, Chair Novak entertained a motion.

**(5:02:14) – Member Bagwell moved to approve the revisions to the CAMPO’s Policies and Procedures, as discussed on the record. The motion was seconded by Member Dodson and carried 7-0-0.**

## 7. NON-ACTION ITEMS

### 7.A TRANSPORTATION MANAGER’S REPORT

(5:02:46) – Mr. Martinovich reviewed several versions of the proposed CAMPO logo, which he noted had been revised after receiving feedback. He noted that the new logo would be incorporated into new collateral after this meeting. He also announced the Regional Transportation Plan and the Coordinated Human Services Plan survey and outreach plan. Mr. Martinovich highlighted the Regional Transportation Plan (RTP) activities, especially the coordination with NDOT, the Tribal Community, and other Carson City, Lyon County, and Douglas County community organizations. He also updated the Board on his attendance and speaking engagement at the Nevada Transportation Conference. Mr. Martinovich indicated that a request for proposal (RFP) had been released for the North Carson Street Feasibility Study, and a consultant had been selected for the William Street to Medical Parkway corridor project, adding that the approval would be handled at the Regional Transportation Commission (RTC) level.

### 7.B OTHER COMMENTS AND REPORTS

(5:06:33) – Ex-Officio Member Kapuler updated the Board on the NDOT Board meeting and stated that a few changes had been made to her presentation of the One Nevada Plan, adding that safety had been identified as the number one priority. Member Kapuler offered to bring the plan back to CAMPO. Additionally, she shared an update to the Nevada bridges program, noting that they were some of the best compared to other states. She also explained that daytime running lights will be required in Nevada when driving on two-lane rural roads, and road sign updates will take place based on time availability; however, finalization will be in 2028. Member Kapuler indicated that a bicycle and pedestrian safety outreach program will come to the Carson City Farmers Market. Chair Novak noted that the legislature was winding down its session. Member Bagwell referenced Mr. Costa’s earlier public comment about utilizing CAMPO dollars for local roads. Mr. Martinovich explained that CAMPO can’t design projects; however, it can assist local agencies in prioritizing projects. Vice Chair Maloney stated that CAMPO funds had been allocated to local projects such as the Pavement Condition Assessment, which had been done.

## 7. PUBLIC COMMENT

(5:19:58) – Chairperson Novak entertained final public comments; however, none were forthcoming.

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION**

**Minutes of the May 14, 2025 Meeting**

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**DRAFT**

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

(5:20:10) – Chairperson Novak adjourned the meeting at 5:20 p.m.

The Minutes of the May 14, 2025, Carson Area Metropolitan Planning Organization meeting are so approved on this 11<sup>th</sup> day of June, 2025.



## STAFF REPORT

<b>Report To:</b>	Carson Area Metropolitan Planning Organization	<b>Meeting Date:</b>	June 11, 2025
<b>Staff Contact:</b>	Chris Martinovich, Transportation Manager		
<b>Agenda Title:</b>	For Possible Action – Discussion and possible action regarding (1) Amendment No. 1 (“Amendment”) to Cooperative Agreement No. PR277-24-802 (“Agreement”) with the Nevada Department of Transportation (“NDOT”) extending the termination date of the Agreement to June 30, 2026, and modifying other clauses of the Agreement to allow the Carson Area Metropolitan Planning Organization (“CAMPO”) to continue to seek reimbursement of Consolidated Planning Grant (“CPG”) funds that will be carried forward from Fiscal Year (“FY”) 2025 to FY 2026 up to the current Agreement not to exceed amount of \$726,172.03; and (2) authority for the Transportation Manager to sign the Amendment and future amendments that extend the time for performance or approve funding changes not to exceed 10 percent of the present Agreement amount.		
<b>Agenda Action:</b>	Formal Action / Motion	<b>Time Requested:</b>	5 minutes

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### **Proposed Motion**

I move to approve the Amendment, as presented, and to authorize the Transportation Manager to sign the Amendment as well as future amendments that extend the time for performance or approve funding changes not to exceed 10% of the present Agreement amount.

### **Board's Strategic Goal**

N/A

### **Previous Action**

April 10, 2024 (Item 5.B) – CAMPO approved the Agreement with NDOT for a total not to exceed amount of \$726,172.03 for FY 2025.

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

Each year, CAMPO and NDOT typically enter into a Cooperative Agreement for the distribution of CPG funds. CAMPO and NDOT executed the Agreement in April 2024 to fund FY 2025 Unified Planning Work Program ("UPWP") activities between July 1, 2024, to June 30, 2025. The total funding under the Agreement for UPWP activities is \$726,172.03, which comprises of \$132,816 in CPG funds not subject to local match, \$563,688.23 in CPG funds subject to a 5% local match of 29,667.80.

CPG funds come in the form of a reimbursement grant through NDOT from the Federal Highway

Administration (“FHWA”). CAMPO invoices NDOT on a quarterly basis for actual costs incurred during the previous quarter. NDOT reimburses CAMPO for invoiced costs. NDOT typically then submits an invoice to the FHWA for any costs NDOT incurred, which includes invoices from CAMPO and any other invoices from Nevada’s other metropolitan planning organizations, for reimbursement. NDOT cannot seek reimbursement from the FHWA until FHWA notifies NDOT that federal CPG funding has been authorized for use. Authorization by FHWA may occur in October or may be delayed depending on funding appropriated by the Federal Government.

The Agreement, UPWP, and NDOT each follow a FY that begins July 1; whereas FHWA follows the federal fiscal year (“FFY”) which begins October 1. During the first quarter of the FY (July – September), NDOT typically provides reimbursements to CAMPO using state funding until such time as it is approved to seek reimbursement by FHWA. NDOT recently advised CAMPO, and the other metropolitan planning organizations, that it will no longer be able to be reimburse UPWP invoices using state funds until such time that NDOT can be reimbursed by FHWA due to limited state funding. This means that costs incurred by CAMPO will not be reimbursed within the typical past timelines.

Each year, CAMPO has carryforward funding which comprises of previously authorized CPG funds that have not been spent during prior fiscal years. The carryforward from FY 2025 to FY 2026 is estimated to be approximately \$160,000. The Amendment extends the date of the Agreement to June 30, 2026, and allows CAMPO to drawdown these FY 2025 carryforward funds for activities in FY 2026 using FY 2025 funding. A second amendment will be executed later this year to increase funding of the Agreement to the full amount listed in the UPWP once FHWA approves the use of FFY 2026 federal funds. This may occur as early as October 1, 2025. The Amendment provides CAMPO the ability to continue to seek reimbursement up to the not to exceed amount of the Agreement regardless of FHWA authorizations.

If the Amendment is not approved, CAMPO will seek a new agreement from NDOT similar to those of past years. CAMPO will not be able seek reimbursement for costs incurred until federal funding is authorized.

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

NRS 277.110

#### **Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** CAMPO fund, Unified Planning Work Program account / 2453028-501210. Project # G302825001, Tasks 1.0 - 6.0.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** The Amendment does not change the Agreement funding. The Agreement total of \$726,172.03 includes \$696,504.23 in federal CPG funding plus the required 5% local match of \$29,667.80 and was budgeted in FY 2025. CAMPO’s approved FY 2026 budget, which includes \$759,966 in federal CPG funding and \$28,062 in required local match and accounts for all carryforward funds and new FFY 2026 CPG funding.

#### **Alternatives**

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

**Attachment(s):**

[5A\\_CAMPO\\_Exhibit 1 - Amendment to PR277-24-802.pdf](#)

[5A\\_CAMPO\\_Exhibit 2 - P277-24-802 Executed.pdf](#)

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

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

Aye/Nay

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

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(Vote Recorded By)

Amendment No. 1 to  
Cooperative Agreement No. PR277-24-802

This Amendment is made and entered on \_\_\_\_\_, between the State of Nevada, Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Carson Area Metropolitan Planning Organization, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "MPO."

WITNESSETH:

WHEREAS, on May 14, 2024, the parties entered into Agreement No. PR277-24-802 to set forth general provisions for the duties of the parties regarding the expenditure of annually apportioned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) Federal Metropolitan Planning (PL) funds for transportation planning activities, including the MPO's Fiscal Year (FY) 2025 and FY 2026 Unified Planning Work Program (UPWP); and

WHEREAS, the term of the Agreement shall be from July 1, 2024, and the Agreement shall define the terms regarding expenditure of annually apportioned PL funds and 5303 FTA funds, which are combined as Consolidated Planning Grant (CPG) funds and may be used to reimburse eligible UPWP costs at ninety-five percent (95%), or one hundred percent (100%) for Complete Street activities; and

WHEREAS, the Agreement and the MPO's UPWP are aligned according to the State Fiscal Year (SFY), while CPG funding is aligned with the Federal Fiscal Year (FFY); and

WHEREAS, the Agreement must be amended in order to comply with MPO's request to minimize the impacts of the Agreement and CPG funding utilizing different Fiscal Years (FYs) and to facilitate administration of the UPWP, including allowing unused "carryforward" funds from SFY 2025 to SFY 2026 for related UPWP activities; and

WHEREAS, the parties intend to execute an additional Amendment to this Agreement to facilitate FFY 2026 CPG funds once such funding has been obligated by the DEPARTMENT in order to increase the Agreement amount accordingly for SFY 2026; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR277-24-802.

NOW, THEREFORE, the Parties agree as follows:

1. Article I, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:

"The undersigned signatory MPO hereby commits to complete during SFY 2025 starting July 1, 2024, and ending June 30, 2025 ("2025 Term"), and during SFY 2026 starting July 1, 2025, and ending June 30, 2026 ("2026 Term"), the Unified Planning Work Program (UPWP) as approved and incorporated herein by reference and made an express part of this Agreement."

2. Article I, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:

"To be responsible for the maintenance of a comprehensive, continuing, and cooperative transportation planning process, and as such, shall be responsible for all transportation planning (PL) funds for the study area whose boundaries shall include the limits of the MPO Planning Area Boundary, and to not seek federal reimbursements on incurred expenses for the UPWP activities until the obligation of PL funds is authorized by the FHWA, except those funds which were "carried

forward" from the 2025 Term which may be used to fund activities during the 2026 Term."

3. Article I, Paragraph 7, is amended by deleting it in its entirety and inserting in its place:  
"To provide funds, from sources other than the DEPARTMENT or federal funds, to cover the required local match of the work defined in the UPWP. Eligible costs, as well as methods for documenting those costs attributable to the UPWP contracting requirements shall be governed by the current provision of:
  - a. Office of Management and Budget (OMB) Title 2 Subtitle A Chapter II Part 200."
4. Article I, Paragraph 8, is amended by deleting it in its entirety and inserting in its place:  
"To invoice the DEPARTMENT quarterly for actual eligible costs (with supporting auditable documentation) of completing planning activities as contained in the approved UPWP. Monthly billings will be allowed, at the DEPARTMENT'S discretion, on a case-by-case basis. Reimbursement shall not exceed the approved federal funds for the SFY that is programmed, except that unused federal funding "carried forward" from the 2025 Term may be used for work during the 2026 Term. This Agreement does not cover fund sources other than the PL funds and the 5303 Federal Transit Administration (FTA) funds transferred to the Federal Highway Administration (FHWA) to become PL funds. The MPO is responsible for the non-federal match as required."
5. Article I, Paragraph 14, is amended by deleting it in its entirety and inserting in its place:  
"Should MPO expend funds in excess of those federal funds actually encumbered for the 2025 or 2026 Term against this UPWP, those costs shall be borne solely by the MPO, except for eligible unused federal funding "carried forward" from the 2025 Term which may be used during the 2026 Term for the UPWP."
6. Article II, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:  
"Reimbursement of these funds shall begin when the funds are made available to the DEPARTMENT. The MPO shall be notified in writing by the DEPARTMENT when the FFY 2026 PL funds are obligated and available for reimbursement. Funds available and not expended from the 2025 Term shall be made available as "carryforward" funds. Such "carryforward" funds may be made available for use during the 2026 Term and shall not cause the total expended federal funding for the UPWP to exceed the total estimated costs outlined above."
7. Article III, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:  
"The term of this Agreement shall be from July 1, 2024, through and including June 30, 2026."
8. Article III, Paragraph 3, is amended by deleting it in its entirety and inserting in its place:  
"In the event that MPO performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's

governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and MPO shall forfeit any and all right to payment for such work. In the event that Congress does not appropriate funds and/or the FHWA cannot convert the funds to PL funds, any/all expenses incurred by the MPO through development and implementation of the UPWP shall not be reimbursed until eligible funding becomes available.”

9. All of the other provisions of the Agreement No, PR277-24-802 dated May 14, 2024, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named Parties have hereunto set their hands and executed this Amendment on the date first written above.

Carson Area Metropolitan  
Planning Organization

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

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Christopher Martinovich  
Transportation Manager

Director

Approved as to Form:

Approved as to Legality and Form:

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Adam Tully  
Deputy District Attorney

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Deputy Attorney General

Agreement Number PR277-24-802

## COOPERATIVE AGREEMENT

This Agreement is made and entered into on 05/14/2024, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Carson Area Metropolitan Planning Organization, 3505 Butti Way, Carson City, NV 89701, hereinafter called the "MPO".

## WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

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

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to set forth general provisions for the duties of the parties for the expenditure of the Federal Metropolitan Planning (PL) funds set forth hereinafter called the "PROJECT;" and

WHEREAS, the current Transportation Act provides funding for all modes of transportation under which this PROJECT is eligible for ninety-five percent (95%) federal funds and five percent (5%) matching funds; and

WHEREAS, the Bipartisan Infrastructure Law § 11206(b) requires States and MPOs to use not less than 2.5 percent of PL funds on Complete Streets planning activities to waive the non-Federal match requirement for PL funds in support of § 11206, Increasing Safe and Accessible Transportation Options of the Infrastructure Investment and Jobs Act (IIJA)

WHEREAS, the PROJECT has been approved for Federal Planning funds, per Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the transportation planning services to be provided by the MPO shall be of benefit to the DEPARTMENT, the MPO and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

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

## ARTICLE I - MPO AGREES

1. The undersigned signatory MPO hereby commits to complete during State Fiscal Year (FY) 2025 starting July 1, 2024, and ending June 30, 2025, the Unified Planning Work

Program (UPWP) as approved and is incorporated herein by this reference and made an express part of this Agreement.

2. To be responsible for the maintenance of a comprehensive, continuing, and cooperative transportation planning process, and as such, shall be responsible for all transportation planning funds for the study area whose boundaries shall include the limits of the MPO Planning Area Boundary.

3. To be responsible, in cooperation with the DEPARTMENT, for designating the PROJECT priorities on the System of Streets and Highways within the MPO's boundaries, consistent with the guidelines governing the Regional Transportation Improvement Program.

4. To be responsible, in cooperation with the DEPARTMENT, for compiling, reviewing the planning consistency of, and adopting a fiscally constrained Transportation Plan and Transportation Improvement Program for the Metropolitan Planning Area.

5. To develop and implement a public participation program to assist the MPO in identifying community transportation needs and desires. Various methods of providing for public involvement and input may be used as deemed necessary or appropriate. These methods may include but are not limited to meetings, hearings, workshops, citizen committees, and newsletters.

6. To be responsible, in cooperation with the DEPARTMENT, for the annual development, maintenance, adoption, and administration of the MPO UPWP as required by Title 23 Code of Federal Regulations 450.314 and Title 23 Part 420, herein incorporated by reference. The UPWP is a program budget document within which the comprehensive metropolitan planning process is defined so that Federal and DEPARTMENT planning requirements can be met.

7. To provide funds, from sources other than the DEPARTMENT or Federal funds, to cover the balance of the work defined in the UPWP. Any funding provided by the DEPARTMENT as indicated in the UPWP must be expended in the program year indicated. The DEPARTMENT's obligation to provide DEPARTMENT funds lapses at the end of each program year as indicated in the approved UPWP. Eligible costs as well as methods for documenting those costs attributable to the PROJECT contracting requirements shall be governed by the current provision of:

a. Office of Management and Budget (OMB) Title 2 Subtitle A Chapter II Part 200.

8. To invoice the DEPARTMENT quarterly for actual eligible costs (with supporting auditable documentation) of completing planning activities as contained in the approved UPWP. Monthly billings will be allowed, at the DEPARTMENT's discretion, on a case-by-case basis. Reimbursement shall not exceed the approved federal funds for the fiscal year that is programmed. This Agreement does not cover fund sources other than the PL funds and the 5303 Federal Transit Administration (FTA) funds transferred to the Federal Highway Administration (FHWA) to become PL funds. The MPO is responsible for the non-federal match as required.

9. To invoice the DEPARTMENT for final quarter eligible costs within forty-five (45) calendar days of the program completion.

10. To submit for review a year-end report accounting for the expenditure of all funds and services included as part of the transportation section of the UPWP, with optional quarterly reports accounting on expenditures and services.

11. To permit the DEPARTMENT and the FHWA to audit the books, records, and accounts of the MPO pertaining to the MPO's UPWP. In addition, the MPO will present to the DEPARTMENT the results of any independent audit, review, and/or inspection of the MPO's UPWP prepared by or for the MPO.

12. To provide and maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at the administrative offices of the MPO at all reasonable times during the tenure of this Agreement and for three (3) years from federal acceptance of the project for work accomplished by the MPO under the UPWP. Such materials will be made available for inspection by authorized representatives of the DEPARTMENT or the FHWA, and copies thereof shall be furnished if requested.

13. To establish a separate fund to provide funding for the transportation planning process and to match Federal transportation planning funds. The estimated maximum amount of local match to be paid by the MPO is Twenty-Nine Thousand Six Hundred Sixty-Seven and 80/100 Dollars (\$29,667.80).

14. Should MPO expend funds in excess of those federal funds actually encumbered for FY 2025 against this UPWP, those costs shall be borne solely by the MPO.

15. The Director of the DEPARTMENT shall be an ex-officio member for participation in matters pertaining to planning. The Nevada Division Administrator of the FHWA shall act in an advisory capacity.

16. During the performance of this Agreement, the MPO, for itself, its assignees, and successors in interest agrees as follows:

a. Compliance with Regulations: The MPO shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The MPO, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the MPO for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the MPO of the subcontractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.

d. Information and Reports: The MPO shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the MPO is in the exclusive possession of another who fails or refuses to

furnish this information, the MPO shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments to the MPO under this Agreement until the MPO complies, and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part.

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

g. Incorporation of Provisions: The MPO shall include the provisions of Paragraphs (a) through (f) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The MPO shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event the MPO becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the MPO may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and the MPO may request the United States to enter into such litigation to protect the interests of the United States.

## ARTICLE II - DEPARTMENT AGREES

1. Subject to availability of funds this FY, UPWP funds encumbered by the DEPARTMENT include, but may not exceed, the following estimated amount of federal funds for FY 2025:

Federal Funds at 95%	\$563,688.24
Federal Funds at 100% for Complete Street Activities (BIL § 11206)	\$132,816.00
Total Federal Estimated PROJECT Costs:	\$696,504.24

2. Reimbursement of these funds will begin when the funds are made available to the DEPARTMENT.

3. To participate in the ongoing transportation planning program and to provide funds for eligible activities in the federally approved Unified Planning Work Program. Any State funds used shall come from monies authorized by NRS Chapter 408, and shall be utilized for funding only by agreement in writing approved by the DEPARTMENT.

4. To program the approved Federal funds each year allocable to the MPO. The DEPARTMENT agrees to reimburse the MPO either ninety-five percent (95%) or one hundred percent (100%), depending on whether non-Federal match is required, of the amount approved by FHWA of the program costs upon receipt of quarterly billings with supporting documentation. Total reimbursement shall not exceed the total amount appropriated for each federal fiscal year. Reimbursement shall not exceed the amount shown for each of the tasks in the approved MPO

Unified Planning Work Program.

5. To reimburse the MPO PL funds no later than fifteen (15) calendar days (FAST Act) after the date of receipt as authorized in Title 23 United States Code (USC). The invoice must contain all appropriate documentation and backup material. If the required documentation contains errors or is not included with the invoice as required, the invoice will be returned to the respective MPO for correction. After corrections are made, the invoice will be returned to the DEPARTMENT and the 15-calendar day period will begin affective upon stamped receipt of the corrected invoice

6. To notify the MPO within thirty (30) calendar days of the publication of a FHWA Notice as authorized by Congress of the Rescission of Federal Metropolitan Planning funds of the amounts to rescinded from each of the various Metropolitan Planning areas of the State of Nevada under said Notice together with any amounts withheld by the DEPARTMENT and the basis for this allocation.

7. The DEPARTMENT shall inform the MPO and the FHWA Division Office of the amounts allocated (per the mutually agreed upon allocation formula) to the MPO as soon as possible, but no later than thirty (30) calendar days, after PL and 5303 FTA funds have been apportioned by the United States Department of Transportation (USDOT) to the DEPARTMENT.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2025.

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

3. In the event that MPO performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and MPO shall forfeit any and all right to payment for such work.

4. MPO, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the MPO's provision of services and work performed following termination of this Agreement and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

5. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body. MPO shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties

hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

6. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

7. MPO shall not proceed with said work until a copy of this fully executed Agreement is received. If MPO does commence said work prior to receiving a copy of this fully executed Agreement, MPO shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, MPO shall not rely on the terms of this Agreement in any way, including, but not limited to, any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the receipt of the fully executed Agreement. In the event MPO violates the provisions of this Section, it waives any and all claims and damages against the DEPARTMENT, its employees, agents and/or affiliates, including, but not limited to, monetary damages and/or any other available remedy at law or in equity.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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

FOR DEPARTMENT: Tracy Larkin Thomason, Director  
Attn: Kevin Verre, Chief, Multimodal Program  
Development  
Nevada Department of Transportation  
Division: Planning  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7712  
Fax: (775) 888-7207  
Email: [kverre@dot.nv.gov](mailto:kverre@dot.nv.gov)

FOR MPO: Christopher Martinovich, Transportation Manager  
3505 Butti Way  
Carson City, Nevada 89701  
Phone: (775) 283-7367  
Fax: (775) 887-2164  
E-mail: [CMartinovich@carson.org](mailto:CMartinovich@carson.org)

10. MPO agrees to pay actual PROJECT costs whether they be greater than or less than the estimates shown herein.

11. MPO shall ensure that any reports, materials, studies, photographs, negatives,

drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive, joint property of MPO and the DEPARTMENT. MPO shall ensure any subconsultant shall not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of both MPO and the DEPARTMENT.

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

13. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

15. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

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

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 state district courts for enforcement of this Agreement.

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

19. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this

Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

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

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

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

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

26. 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 to be kept confidential by this Agreement.

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

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

Carson Area Metropolitan  
Planning Organization

DocuSigned by:



Christopher Martinovich  
Transportation Manager

Approved as to Form:

DocuSigned by:



Adam Tally  
Deputy District Attorney

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

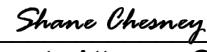
DocuSigned by:



Tracy Larkin Thomason  
Director

Approved as to Legality and Form:

DocuSigned by:



Shane Chesney  
Deputy Attorney General



## STAFF REPORT

**Report To:** Carson Area Metropolitan Planning Organization    **Meeting Date:** June 11, 2025

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

**Agenda Title:** Transportation Manager's Report

**Agenda Action:** Other / Presentation    **Time Requested:** 5 minutes

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**Proposed Motion**

N/A

**Board's Strategic Goal**

N/A

**Previous Action**

**Background/Issues & Analysis**

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

**Financial Information**

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

**Explanation of Fiscal Impact:**

**Alternatives**

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

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

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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(Vote Recorded By)



## STAFF REPORT

**Report To:** Carson Area Metropolitan Planning Organization    **Meeting Date:** June 11, 2025

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

**Agenda Title:** Nevada Department of Transportation Report

**Agenda Action:** Other / Presentation    **Time Requested:** 5 minutes

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**Proposed Motion**

N/A

**Board's Strategic Goal**

N/A

**Previous Action**

**Background/Issues & Analysis**

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

**Financial Information**

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

**Explanation of Fiscal Impact:**

**Alternatives**

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

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

Aye/Nay

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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(Vote Recorded By)



## STAFF REPORT

**Report To:** Carson Area Metropolitan Planning Organization **Meeting Date:** June 11, 2025

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

**Agenda Title:** Other comments and reports which may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to CAMPO, project status reports, and comments or other reports from the CAMPO members or staff.

**Agenda Action:** Other / Presentation **Time Requested:** 5 minutes

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**Proposed Motion**

N/A

**Board's Strategic Goal**

N/A

**Previous Action**

**Background/Issues & Analysis**

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

**Financial Information**

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

**Explanation of Fiscal Impact:**

**Alternatives**

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

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

Aye/Nay

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

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(Vote Recorded By)

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