

**Comprehensive Master
Transportation Study
INTERLOCAL AGREEMENT**

This Comprehensive Master Transportation Study Interlocal Agreement ("**Agreement**") is entered into on _____, 2020, by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV 89106 ("**RTC**"), and the City of North Las Vegas, a political subdivision of the State of Nevada, with offices at 2250 Las Vegas Boulevard North, North Las Vegas, NV 89030 ("**City**") and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277. Both RTC and City may be referred to individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. WHEREAS, NRS Chapter 277 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which any public agency entering into the contract is authorized by law to perform;

B. WHEREAS, City is the public governing agency for the City of North Las Vegas;

C. WHEREAS, RTC is the regional entity that oversees public transportation, traffic management, roadway design and construction funding, and transportation planning for Southern Nevada; and

D. WHEREAS, the Parties desire to enter into this Agreement for the purposes set forth herein and to establish their respective rights and obligations in connection with this Agreement.

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

AGREEMENT

1. **TERM AND TERMINATION**. This Agreement shall be effective from the date of approval by the governing body of the last Party ratifying this Agreement and shall remain effective for a term of two years ("**Term**").
 - a. The RTC may terminate this Agreement at any time, with or without cause, prior to its expiration with thirty (30) days written notice. In the event RTC terminates this Agreement, RTC agrees to pay the Consultant Team for all work it performed up to and including the date of the RTC's written notice of termination. A Consultant Team is comprised of the primary consultant (including any sub-consultant(s) hired by the primary consultant) hired by the RTC to fulfill the study scope and consultant proposal ("**Consultant Team**").
2. **SCOPE OF AGREEMENT**. The scope of work and/or services required by the Parties under this Agreement shall be as set forth in **Exhibit A – Scope of Work** and **Exhibit B – Roles and Responsibilities Chart**, attached hereto and incorporated by reference.

3. COMPENSATION. The RTC will pay the Consultant Team directly for the services it performs under the Scope of Work. The City does not have any financial obligations under this Agreement.
4. STATUS OF PARTIES: INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or similar relationship between the Parties.
5. BOOKS AND RECORDS.
 - a. Each Party shall keep and maintain, under generally accepted accounting principles, true and complete books, records, and documents as are necessary in such Party's reasonable discretion to fully disclose sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews. Each Party shall retain all such books, records, and documents for a period of at least three years from the date of termination of this Agreement. If any federal funds are used pursuant to this Agreement, each Party shall retain all such books, records, and documents for a period of at least five years from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
 - b. Each Party shall, at all reasonable times, have access to the other Party's records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.
6. BREACH: REMEDIES. Failure of either Party to perform any of its respective obligations under this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and the right of the prevailing Party to seek reasonable attorneys' fees and costs.
7. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
8. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive, consequential, or any other special damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

9. **FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes or lockouts, failure of public transportation, war, extensive military mobilization, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.
10. **INDEMNIFICATION.**
- a. City agrees to protect, defend, indemnify and hold RTC, its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter collectively "Claims") in connection with or arising directly or indirectly out of the performance by City or any City subcontractor under this Agreement. Without limiting the generality of the foregoing, any and all such Claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.
 - b. RTC agrees to protect, defend, indemnify and hold City, its officers, employees, and agents, free and harmless from and against any and all Claims in connection with or arising directly or indirectly out of the performance by RTC or any RTC subcontractor under this Agreement. Without limiting the generality of the foregoing, any and all such Claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.
 - c. Neither Party waives any right or defense to indemnification that may exist in law or equity.
11. **INSURANCE.** Each Party is self-funded or procures insurance for liability and workers' compensation claims. Each Party agrees, during the Term to maintain and participate in the self-insurance fund, or procure such insurance as may be required, in amounts which are in compliance with the laws of the State of Nevada. If any part of this Agreement is contracted, subcontracted, or subleased, each Party shall require its contractor(s), subcontractor(s) or sublessee(s) to name the other Party as an additional insured on the contractor's/outside vendor's insurance to the same extent it is named as an additional insured.
12. **NON-DISCRIMINATION.** As Equal Opportunity Employers under the Equal Opportunity Act of 1972, the Parties have an ongoing commitment to hire, develop, recruit, and assign the best and most qualified

individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a military veteran, disability, or sexual orientation. The Parties likewise agree that they will comply with all applicable state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

13. SEVERABILITY. In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid, or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity, or unenforceability without affecting the remaining provisions hereof, and the Parties do hereby agree to replace such illegal, prohibited, invalid, or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
14. PUBLIC RECORDS: CONFIDENTIALITY. This Agreement is governed by State of Nevada law governing public records. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties for public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential or privileged by law or a common law balancing of interests. Nothing in this section is meant to modify or amend applicable law.
15. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
16. ENTIRE AGREEMENT. This Agreement and all of the exhibits attached hereto or referenced herein constitute the entire understanding and agreement of the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
17. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party. Any amendment will be effective as of the date stipulated in the written amendment.
18. GOVERNING LAW. 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 without regard to conflicts of law principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
19. NO THIRD-PARTY BENEFICIARIES. The Parties do not intend to, and nothing contained in this Agreement shall, create any third-party benefit or right to enforce the terms hereof in any party not named hereto nor shall this Agreement be deemed to create any rights or remedies in favor of the public.
20. INTERPRETATION. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All recitals at the beginning of this Agreement are incorporated herein by the references thereto

contained herein and this reference. All references to statutes or other applicable law shall be to such statutes or applicable law as may be amended from time-to-time.

21. **NOTICES.** All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA
METROPOLITAN PLANNING
ORGANIZATION
Craig Raborn
600 S. Grand Central
Parkway Las Vegas, NV
89106

CITY OF NORTH LAS VEGAS
PUBLIC WORKS DEPARTMENT
Attn: Tim Reesman
Acting City Traffic Engineer
2250 Las Vegas Boulevard North, Suite 200
North Las Vegas, NV 89030

Such required notice or other communication shall be deemed to have been received by the Party to whom it was addressed (i) when delivered, if delivered personally; or (ii) on the third (3rd) business day following deposit in the mail, if mailed by mail. A Party may change its contact information for purposes of this Agreement by giving written notice to the other as set forth above.


[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

CITY OF NORTH LAS VEGAS

**REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA
RTC**

Ryann Juden
City Manager

DocuSigned by:

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Commissioner Lawrence Brown, III
Chairman, RTC Board

Council Action: _____

Date: August 13, 2020

Attest:

Attest:

Catherine Raynor
City Clerk

DocuSigned by:

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Marin DuBois
Management Analyst

Approved as to form:

Approved as to form:

Micaela Moore
City Attorney

DocuSigned by:

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RTC Legal Counsel

Approved as to Funding:

Darren Adair
Chief Financial Officer

Approved as to Content:

Marc Jordan
Director Land Development and Community Services

EXHIBIT A

SCOPE

OBJECTIVE:

The City of North Las Vegas ("City") requires a study for the purposes of updating the Master Plan of Streets and Highways ("MPSH"). This update is intended to satisfy the requirements of NRS 278.150 through 278.160.

STUDY GOAL:

This study aims to update the functional classifications for roadways within the City and will provide typical cross sections for each Right-of-Way width. The typical cross sections will take into account the context of the land uses along each roadway corridor and will incorporate elements from the City's Complete Streets Policy. The study will update the existing network of truck routes as defined within the Municipal Code and address the roadway network within the Apex Industrial Area. This update will also incorporate any amendments to the MPSH that have been approved by the City's Planning Commission and City Council since the last MPSH update.

STUDY AREA:

The study shall be inclusive of the roadways functionally classified as collector, arterial, or super arterial whose segments are situated within the corporate limits of the City (the "Study Area").

PROJECT SCOPE:

The Regional Transportation Commission of Southern Nevada ("RTC") will engage a consultant who will be responsible for carrying out the tasks identified below except those noted in Section 1(F) through 1(N). The consultant will be engaged after the selection process identified in Section 1(L) below.

Task #1: Project Management and Coordination

Consultant will be responsible for carrying out following:

- A. Perform day-to-day administration work, monitor schedules, and prepare monthly progress reports, invoices, and billing.
- B. Conduct monthly progress meetings with City and RTC staff to review study progress, tasks, and milestones.
- C. Submit all preliminary reports, maps, concept designs, and other work products to the City and RTC project managers for review and revision.
- D. Develop and submit meeting minutes to technical advisory committee.
- E. Coordinate with other projects in the Study Area, as needed.

RTC and City Project Manager will be responsible for carrying out tasks 1F through 1N:

- F. The City will identify one staff member to serve as the Project Manager for this study. The City's Project Manager will coordinate regularly with the RTC, lead the consultant team and be the City's point person with responsibility to assist with the completion of the study for the update to the MPSH ("Study"). Additional City staff representing the Planning, Public Works, and other departments will form the Study Staff Technical Team

and provide guidance and direction throughout the development of the Study.

- G. The RTC will designate a Project Manager to coordinate with the jurisdiction on all aspects of the Study. The RTC Project Manager will work with the City's Project Manager to ensure the study complies with the project scope.
- H. The City's Project Manager will coordinate with the RTC Project Manager on the progress of the Study, at no fewer than two-week intervals, in order to communicate the progress of the Study and to provide an opportunity for the RTC Project Manager to provide feedback and direction on the progress of the Study. The City's Project Manager shall submit a monthly progress report to the RTC Project Manager.
- I. During the course of this Study, the RTC shall have the right to access all Study materials including files, documents, maps, plats, records, photographs, reports, drawings, or other materials. Upon completion or termination of this MOU, all data prepared for the Study shall be made available by the City to the RTC, as provided by applicable law, without restriction or limitation on their further use.
- J. The City acknowledges and agrees that the RTC's obligations under this Agreement are to process payments and fund the Consultant Team who will work on the Study and work with the City's Project Manager to guide the direction of the Study.
- K. The City's Project Manager will invite the RTC Project Manager to all major scheduled project meetings (internal and external).
- L. The RTC shall be responsible for procuring, contracting, and funding the Consultant Team that will complete the Study and provide services related to the Study in accordance with federal requirements. The Consultant Selection Committee shall be comprised of three RTC and three City staff representatives. The RTC shall develop the Consultant Team's scope of work in partnership with the City.
- M. The RTC will prepare and execute an agreement for services with the Consultant Team for completion of the Study.
- N. The City's Project Manager will approve and submit invoices it receives from the Consultant Team to the RTC Project Manager to process for payment. Invoices shall be submitted with a progress report identifying tasks completed as part of the invoice provided, tasks to be completed in the next month, and any challenges.

Task #2: Data Collection and Review

- A. Review available studies, plans, and documents related to infrastructure improvements within the Study Area, including:
 - a. North Las Vegas Comprehensive Master Plan (2006, 2011);
 - b. North Las Vegas Complete Streets Policy;
 - c. North Las Vegas Complete Street Corridor Ranking Study (2015);
 - d. Traffic Study for Apex Industrial Park (2008);
 - e. North Las Vegas Land Use Master Plan;
 - f. North Las Vegas Truck Route Map;
 - g. Citywide Pedestrian and Bicycle Plan (2019);
 - h. Truck Arterial Route Study; and
 - i. Other applicable studies, plans, and documents identified by Consultant.
- B. Peak hour turning movement counts will be conducted at up to ten intersections in the City as well as at twenty mid-block locations. Geometric characteristics of these intersections, as well as, the general geometry of the corridors will be observed and collected to help determine functional classifications and to help determine typical cross section design. Vehicle classification make-up of traffic will be determined from the turning movement counts, as well as data from the Nevada Department of Transportation ("NDOT").

- C. Collect and analyze pedestrian and bicycle counts at up to twenty locations. Collect and analyze RTC transit ridership data.
- D. Review City's Land-Use plan and the land use along the selected roadways to determine the roadway function. Identify the land use characteristics and built environment that could affect the roadway functional class and its determination.
- E. Develop a stakeholder engagement plan in coordination with RTC and City staff. Convene stakeholder meetings and invite businesses directly involved with or dependent upon freight to participate. Additionally, invite representatives of public agencies such as the City, City of Las Vegas, NDOT and RTC. Develop a stakeholder engagement plan in coordination with RTC and City staff. Conduct five technical advisory committee meetings and three meetings with stakeholders.

Task #3: Network Analysis

- A. Utilize the data collected in Task 2 to develop an updated network of roadways within the City that defines each roadway's functional classification in addition to its Right-of-Way width.
- B. Review and analyze RTC travel demand for existing and future travel patterns.
- C. Develop typical cross sections for each Right-of-Way width that incorporates context sensitive improvements and complete street elements. It is anticipated that most Right-of-Way widths will have multiple cross sections developed.
- D. Develop a list of truck routes within the City and provide a corresponding map.
- E. Compile a map of the City roadway network that displays the roadway's functional classification, Right-of-Way width, and their corresponding typical section.
- F. In the process of examining the City roadway system, identify segments which might benefit from application of access management strategies.

Task #4: Final Report

The report generated after the Study is anticipated to include the following sections:

- A. Introduction and Project Background;
- B. Study Process;
- C. Existing Conditions and Data;
- D. Alternatives and analysis results; and
- E. Recommendations.

The Consultant shall prepare a draft report containing discussion of the above items together with recommendations. This draft will be submitted to the City and RTC for review and comment. The Consultant shall prepare comment resolution and modify the draft report accordingly. A final report will be prepared and submitted for City use.

Task #5: Deliverables

- A. Completion of the previous tasks will result in the following deliverables:
 - a. Monthly project progress reports;
 - b. Meeting agendas and summaries;
 - c. Citywide Truck Route Map;

- d. Map detailing the MPSH that shows all streets within the study limits and describes their functional classification, Right-of-Way width, and cross section(s);
 - e. Final report as described in Task #4; and
 - f. Presentation of the final report to the RTC Board, City Council, and RTC Executive Advisory Committee.
- B. Twelve (12) copies of the Final Report will be prepared along with one copy each in PDF and editable electronic format.

Project Cost and Schedule

- A. The project cost is estimated to be \$257,500, with \$250,000 available for the professional services contract and the remaining \$7,500 for RTC staff time for the project.
- B. The Consultant will prepare a detailed schedule to complete the above tasks (and any other tasks identified by the consultant). It is anticipated that all tasks should be completed in approximately twelve (12) months, of the notice to proceed being issued. The notice to proceed is presumed to be issued in August 2020, with the project completing by September, 2021.

Budget

Task 1	Project Management and Coordination	\$ 37,500	15%
Task 2	Data Collection and Review	\$ 50,000	20%
Task 3	Network Analysis	\$100,000	40%
Task 4	Final Report	\$ 62,500	25%
	Professional Services Contract Sum	\$250,000	100%
	RTC Staff Time	\$ 7,500	N/A

EXHIBIT B**ROLES AND RESPONSIBILITIES CHART**

Comprehensive Master Transportation Study				
	Key: R) - Responsible – the person who performs an activity or does the work A) - Accountable – the person who is ultimately accountable C) - Consulted – the person that needs to provide feedback and contribute to the activity I) - Informed – the person that needs to know of the decision or action.			
Task	RTC	City of North Las Vegas	Study Consultant	Notes
Procurement of Consultant	R, A	C		RTC procurement of consultant services.
Preparation of the Scope for the RFP	R, A	C		RTC will prepare the scope of work document to be included in the RTC RFP.
Request for Proposals	R	C	I	RTC will manage the RFP process to select consulting firms.
Selection of the Consultant	R, A	R		RTC and City staff will serve on the selection committee.
Contract execution	R, A	C	R	RTC drafts and executes contract with consulting firm. City is consulted on final contract.
Notice to Proceed	R, A	C	I	RTC issues a Notice to Proceed to the consultant.
Project Management	C	A	R	City is the lead Project Manager for the Project and accountable for all Study progress. RTC Project Manager is consulted on key elements of the project. Engaged Consultant is responsible for doing the work.

Task		RTC	City of North Las Vegas	Study Consultant	Notes
Manage Consultant		C	R, A	I	Consultant will do the work on the Study under the guidance and leadership of the City, which is the primary client. The RTC is the secondary client and ensures the Study complies with the approved scope and UPWP requirements.
Form the Study Staff Technical Team		C	R,A	I	City Project Manager is responsible and accountable for forming and leading a Staff Technical Team made up of City staff from various departments.
Stakeholder and community engagement		C	A	R	Consultant is responsible for all outreach communications and stakeholder engagement, with support from the City. RTC will be consulted on all public engagement activities.
Prepare Monthly Invoices and Progress Report		I	A	R	Consultant will prepare the monthly invoice for the study. The invoice will also include a completed Progress Report .
Approval of Monthly Invoice and Progress Report		C	R, A	I	City is responsible for approving invoices and providing invoices to RTC in a timely manner
Monthly progress reports to the RTC		I	R, A	C	City Project Manager is responsible and accountable for providing monthly progress reports to the RTC Project Manager. The progress report will be completed by the Consultant and shall be verified by the City.

Task		RTC	City of North Las Vegas	Study Consultant	Notes
Payment of Monthly Study Invoice		R, A	C	I	RTC will process City-approved invoices for payment.
Study Meetings Set-Up and Hosting of Public Participation and Study Stakeholder Meetings		I	A	R	Consultant will set up community engagement events for the Study in consultation and coordination with the City. RTC will be advised as to their dates and attend as feasible.
Communication to Stakeholders		I	R, A	C	City will send out all communications to the community and stakeholders for project information, updates and events. City will be the main contact for this Study.
Developing all Study materials		C	A	R	Consultant is responsible for creating all Study materials. City is accountable for making sure all work performed by the Consultant is completed. RTC shall be consulted on all work products related to the Study.
Review Draft Materials and Reports		C	R, A	I	Consultant will create a draft report. City and RTC will review and provide feedback on the draft report and all draft materials for the Study.
Acceptance of Final Report and Closeout of Study		A, C	R	I	City is responsible for the completion of the Study. RTC will review the final report to ensure it contains the materials required of all final reports and issue a project closeout letter to the Consultant.
Ensures Study complies with the scope and UPWP requirements		A	R	R	City and the Consultant are responsible for ensuring the Study complies with the approved scope and UPWP requirements. The RTC is accountable for confirming it does.