

INTERLOCAL AGREEMENT

This Agreement, made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and City of Las Vegas, 495 S. Main Street, Las Vegas, NV 89101, hereinafter called the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

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

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the purpose of this Agreement is to establish General Guidelines and responsibilities for SUBRECIPIENT's utilization of federal Infrastructure Investment and Jobs Act (IIJA), Surface Transportation Block Grant (STBG), and Transportation Alternatives (TA) "Set-Aside" funds (hereinafter "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 PROJECT has been approved for Federal STBG TA "Set-Aside" funds, Catalog of Federal Domestic Assistance (CFDA) Number CFDA 20.205; and

WHEREAS, the services of the SUBRECIPIENT shall be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the SUBRECIPIENT is 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 - SUBRECIPIENT AGREES

1. To perform and provide management of the PROJECT, as described and set forth in Attachment A – Transportation Alternatives Program (TAP) Application, attached hereto and incorporated herein; and in accordance with 23 U.S.C 133 (h).

2. To invoice the DEPARTMENT monthly for actual eligible costs, including all invoice backup documentation and a detailed monthly progress report in accordance with 2 CFR 200 – Subpart E and 23 U.S.C 133 (h)

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

4. SUBRECIPIENT shall be responsible for providing a matching percentage minimum of five percent (5%) in eligible non-federal funds or contributions. The estimated maximum amount of local match to be paid by the SUBRECIPIENT is Twenty Thousand and No/100 Dollars (\$20,000.00).

5. Payment of PROJECT costs exceeding the estimated total PROJECT cost of Four Hundred Thousand and No/100 Dollars (\$400,000.00), which includes the local match, shall be the responsibility of the SUBRECIPIENT.

#### ARTICLE II - DEPARTMENT AGREES

1. To fund ninety-five percent (95%) of eligible PROJECT costs with Transportation Alternatives "Set-Aside" funds, estimated to be and not to exceed Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00).

2. To establish and maintain oversight of the sub-allocation of funds to ensure proper accountability and status of the funding. All invoices shall be submitted to the DEPARTMENT's Multimodal Planning Division for approval and reimbursement.

3. To ensure that the SUBRECIPIENT's actions are in accordance with all applicable federal and state regulations and policies.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including September 30, 2026, or until completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

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

3. The SUBRECIPIENT shall not proceed with said work until a written "Notice to Proceed" has been issued from the DEPARTMENT. If SUBRECIPIENT does commence said work prior to receiving said Notice to Proceed, SUBRECIPIENT shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SUBRECIPIENT 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 receipt of the Notice to Proceed. In the event SUBRECIPIENT 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 arising under the terms of this Agreement.

4. 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.

5. Should this Agreement be terminated by the SUBRECIPIENT for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the SUBRECIPIENT's failure to perform, the SUBRECIPIENT shall reimburse the DEPARTMENT for any payments made to the SUBRECIPIENT and any PROJECT costs incurred by the DEPARTMENT..

6. 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 facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Tracy Larkin Thomason, P.E., Director  
Attn.: Mathew Morris  
Nevada Department of Transportation  
Division: Multimodal Planning  
1263 South Stewart Street  
Carson City, NV 89712  
Phone: (775) 888-7934  
E-mail: [mmorris@dot.nv.gov](mailto:mmorris@dot.nv.gov)

FOR SUBRECIPIENT: Lia Grimaldi  
City of Las Vegas  
495 S. Main Street  
Las Vegas, NV 89101  
Phone: (702) 229-6416  
E-mail: [agrimaldi@lasvegasnevada.gov](mailto:agrimaldi@lasvegasnevada.gov)

7. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) 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, consistent with 2 CFR Part 200, Subpart F. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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, including another breach of the same provision.

14. 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 or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

16. Except as otherwise expressly provided by 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.

17. Pursuant to NRS Chapter 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.

18. 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.

19. 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 herein.

20. 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.

21. The SUBRECIPIENT shall ensure that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared in the performance of obligations under this Agreement shall be the exclusive, joint property of the SUBRECIPIENT and the DEPARTMENT. The SUBRECIPIENT shall ensure that any consultant 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 the SUBRECIPIENT and the DEPARTMENT. The SUBRECIPIENT shall not utilize (and shall ensure any consultant shall not utilize) any materials, information, or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The SUBRECIPIENT (and any consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of the DEPARTMENT.

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

23. 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.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials

25. 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.

City of Las Vegas

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

\_\_\_\_\_  
Carolyn G. Goodman  
Mayor

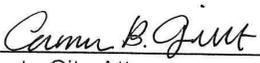
\_\_\_\_\_  
Director

\_\_\_\_\_  
Dr. LuAnn D. Holmes, MMC  
City Clerk

Approved as to Legality and Form:

\_\_\_\_\_  
Deputy Attorney General

Approved as to Form:

  
\_\_\_\_\_  
Deputy City Attorney

**Carmen B. Gilbert**  
**Deputy City Attorney**

# ATTACHMENT A

## Transportation Alternatives Program Application Form

Submitted by: Anonymous user

Submitted time: Apr 12, 2023, 4:25:40 PM

Please Select the Project Type

### Planning

#### A. Applicant Information

1. Sponsor Organization

**City of Las Vegas**

2. Sponsor Type

**Local government**

3. Agency Address

**495 S. Main Street, Las Vegas, NV 89101**

4. Contact Name

**Greg McDermott**

5. Title

**Project Manager**

6. Phone

**702-229-2143**

7. Email

**gmcdermott@lasvegasnevada.gov**

8. Unique Entity Identifier (UEI)

**HJS3TZHWWJX5**

#### B. Project Information

1. Project Name

**City of Las Vegas Bicycle Lane Study**

2. Eligible Project Category (Planning Projects)

**1. Planning of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (ADA)**

3. Project Purpose

**The purpose of the project is to analyze all new and existing collectors and arterials with a posted speed limit of 35 MPH or less for incorporation of buffered bicycle lanes, cycle tracks, and/or shared use paths.**

4. Project Description

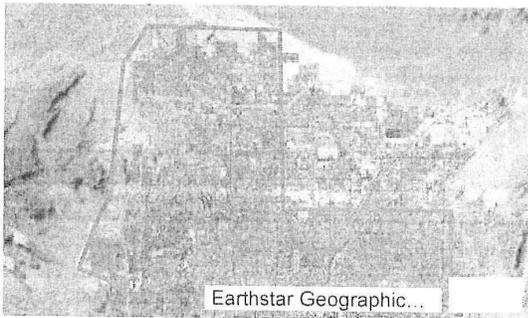
**The project consists of a city-wide planning study to examine the feasibility and identify possible locations for buffered bicycle lanes, cycle tracks, and/or shared use paths on lower speed arterial and collector roadways.**

5. Project Location

**Study will be done citywide (City of Las Vegas, Nevada)**

Please sketch the project area on the map below

**Area: 89,977.38 Acres**



C. Applicant Technical Capacity

1. Have you held a pre-application meeting with NDOT?

**Yes**

2. Do you have staff with experience or training administering state or federal grants?

**Yes**

If yes, provide name and position:

**Greg McDermott, Project Manager**  
**Christina Karanikolas, Assistant City Traffic Engineer**  
**Joey Paskey, Transportation Manager**

3. Have you attended/viewed NDOT TA Set Aside training?

**Yes**

D. Project Readiness

1. Schedule Milestones

**Scope of the project is identified as an action item in the City's Vision Zero Action Plan (Item 2.2.2). The anticipated duration is 18 months, including data collection and analysis.**

2. Previous Work

- **Planning Study Completed**

Please specify names of planning document(s) - or other completed works - and provide links if available:

**City of Las Vegas Vision Zero Action Plan**

<https://files.lasvegasnevada.gov/parking/visionzero/ActionPlan.pdf>

E. Project Budget

1. Total Estimated Project Cost?

**\$400,000**

2. Please attach a copy of detailed cost estimate.

**DOCX** CLV Bicycle Lane Study Cost Estimate.docx  
12.3KB

3. Local Match?

**\$20,000**

4. Source of Local Match?

**RTCSNV Question 10 funds**

5. Requested TA Set Aside Grant Amount?

**\$380,000**

6. Have you applied - or do you plan to apply - for other grant funds for this project?

No

#### F. Project Benefits - Infrastructure and Planning Projects

1. Is the project identified in a safety plan?

Yes

Please briefly explain which safety plan. (1-2 sentences)

**The study was identified as one of the action items from the City of Las Vegas' Vision Zero Action Plan (Item 2.2.2).**

2. Is the project in a high crash area?

Yes

Please provide some information on crashes and safety issues. (1-2 sentences)

**It is expected several of the roadways to be examined are on the High Injury Network, roadways with highest traffic fatalities and serious injuries. Reducing serious crashes and creating a safe streets for all users are the main goals from the plan.**

3. Does the project incorporate proven safety countermeasure(s)?

Yes

Please briefly explain which countermeasure(s) if the answer is Yes. (1-2 sentences)

**The study will include identifying appropriate FHWA bicycle and pedestrian countermeasures for each roadway alignment. We will look at deploying higher-level bicycle facilities depending on location and roadway geometry.**

4. Does the project improve the functionality of an existing transportation facility?

Yes

Please briefly explain how the project improves functionality. (1-2 sentences)

**The bicycle improvements will improve multimodal transportation safety by increasing mobility choices and providing safer and designated spaces for cyclists.**

5. Does the project improve conditions for walking, bicycling, or accessing transit?

Yes

Please briefly explain the existing barriers for walking, bicycling or transit accessibility (1-2 sentences).

**The project will improve access by providing separated travel facilities for bikes within the roadway. The presence of the bike lanes can also help to reduce speeding due to the visual narrowing of the travel lanes and prominently marked bike lanes.**

6. Does the project support local land use plans or goals?

**Yes**

Please briefly explain which goals or plans are supported by this project. (1-2 sentences)

**The City's 2050 Master Plan includes goals to create safer bike and ped environments and ensure all residents have ready access to bicycle facilities. The project also supports the City's Vision Goals of reducing fatalities and serious injuries.**

7. Does the project improve alternatives to driving?

**Yes**

Please briefly explain which alternatives to driving will be improved. (1-2 sentences)

**Protected bike lanes offer a safe, connected, and convenient way to travel outside of a motor vehicle. Completing these bicycle facilities will make the entire network more useable for all and provide for safer connections.**

8. Does the project improve connections between communities or to community facilities?

**Yes**

Please briefly explain these connections if the answer is Yes. (1-2 sentences)

**Although the roadway alignments have yet to be identified, it is anticipated that many will provide direct connections to various neighborhoods and community parks and other facilities.**

9. Does this project benefit a low-income or underserved community?

**Yes**

Please briefly describe the equity benefits provided by this initiative (1-2 sentences)

**Most of the City's High Injury Network (HIN) is located within Communities of Concern or in underserved neighborhoods. Much of the study will be focused on these areas in order to reduce serious crashes and promote safer alternative mode travel.**