

1 INTERLOCAL AGREEMENT AMONG AND BETWEEN THE COUNTY OF CLARK, THE REGIONAL  
2 TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, THE CITY OF BOULDER CITY, THE CITY OF  
3 HENDERSON, THE CITY OF LAS VEGAS, THE CITY OF MESQUITE AND THE CITY OF NORTH LAS VEGAS

4  
5 METROPOLITAN TRANSPORTATION PLANNING  
6

7 This INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and  
8 between the Regional Transportation Commission of Southern Nevada (RTC), the County of Clark (County) and the Cities of  
9 Boulder City, Henderson, Las Vegas, Mesquite and North Las Vegas. [Hereafter, "Parties" shall refer to the RTC, the  
10 County, and the Cities, collectively.] (In this document, the Infrastructure Investment and Jobs Act (IIJA) (Public Law No:  
11 117-58) includes the current federal surface transportation and transit acts and all successive federal surface transportation  
12 and transit acts.)  
13

14 WITNESSETH:  
15

16 **WHEREAS**, the Parties have been involved in and desire to perpetuate a cooperative, coordinated, continuing,  
17 consultative and comprehensive metropolitan transportation planning process in Clark County; and  
18

19 **WHEREAS**, the Governor of the State of Nevada, in cooperation with the local governments of Clark County,  
20 designated on July 1, 1981, the RTC as the Metropolitan Planning Organization (MPO) for the Clark County urbanized area,  
21 with responsibility for carrying out all transportation planning obligations under existing and successive surface  
22 transportation enabling acts (currently the IIJA) and Title 23 of the United States Code and for the receipt and utilization of  
23 transportation planning grants in accordance with applicable federal law and regulation and  
24

25 **WHEREAS**, in furtherance of the metropolitan transportation planning process the Parties entered into an interlocal  
26 contract dated June, 1983 which was subsequently amended in January, 1989, a second interlocal contract dated October 12,  
27 1995, and a third interlocal contract dated April 16, 2008; and  
28

29 **WHEREAS**, the IIJA has declared that it is in the national interest to promote the development of transportation  
30 systems that embrace various modes of transportation to maximize the accessibility of people and goods in the urbanized  
31 areas and to minimize fuel consumption and air pollution; and  
32

33 **WHEREAS**, the transportation plans and programs developed by the RTC are responsible for the expenditure of  
34 federal transportation funds through the Regional Transportation Plan (RTP), Transportation Improvement Program (TIP),  
35 and the State Transportation Improvement Program (STIP) and  
36

37 **WHEREAS**, the IIJA and the implementing regulations of the U.S. Department of Transportation requires the  
38 development of transportation plans and programs by the State and MPO that will consider all modes, support community

1 development and social goals, and facilitate the efficient, economical movement of people and goods in all areas of the State  
2 and

3

4 **WHEREAS**, the Parties desire to set forth in a written agreement their respective roles, under Federal and State law,  
5 in carrying out the metropolitan transportation planning process intended to result in a Regional Transportation Plan (RTP), a  
6 (TIP), and a Transit Program of Projects and

7

8 **WHEREAS**, the Parties to this Agreement each have the authority, under NRS 277.080 to NRS 277.180, inclusive,  
9 to enter into interlocal agreements for joint performance of public functions and activities.

10

11 **NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in the Agreement, the Parties  
12 hereby agree to the following terms and conditions:

13

#### 14 **SECTION 1 - ROLES AND RESPONSIBILITIES OF THE PARTIES**

15 1) **Responsibilities of all Parties.**--The Parties to this Agreement are jointly responsible for planning, funding,  
16 constructing, maintaining and operating various segments of the transportation infrastructure within Clark County. To  
17 meet these responsibilities the Parties to this Agreement shall:

18 a) Cooperate through the metropolitan transportation planning process in the preparation and maintenance of the RTP.  
19 Toward this end each Party shall, within a reasonable period of time following receipt of a written request from the  
20 RTC, prepare and formally transmit a list of projects and issues to be considered during the drafting of the long-  
21 range RTP.

22 b) Recognize the jointly defined and MPO, State and Federally approved Functionally Classified System of Streets and  
23 Highways, which encompasses street and highway facilities providing for regional mobility within Clark County, as  
24 the element of the Regional Transportation Plan that establishes the universe of facilities eligible for expenditure of  
25 local, state and federal improvement funds.

26 c) Cooperate through the MPO planning process in the preparation and implementation of the TIP. Toward this end  
27 each Party shall, within a reasonable period of time following receipt of a written request from the RTC, prepare and  
28 formally transmit a list of projects and issues to be considered during the drafting of the TIP.

29 d) Abide by the RTC's Public Participation Plan (which is made a part of this Agreement by reference) as it provides  
30 for general community involvement in the initial preparation and subsequent revision of the RTP and TIP.

31 e) Within a reasonable period of time following receipt of a written request from the RTC, recommend for inclusion in  
32 the Unified Planning Work Program (UPWP) specific transportation planning work tasks, regardless of funding  
33 source(s), which will be undertaken during the upcoming two fiscal years.

34 f) Recognize the MPO-approved Network of Regionally Significant Streets and Highways. This subset of the  
35 Functionally Classified System of Streets and Highways shall function as the network of the region's Congestion  
36 Management Plan required under the IJJA. Additionally, any project intended for a facility included on the Network

1 of Regionally Significant Streets and Highways or that serves regional transportation needs (as identified under  
2 “Regionally significant project” in 23 CFR, Part 450.104) shall, for the purposes of air quality conformity (40 CFR,  
3 Part 51), be considered regionally significant.

4 g) Conform to the various federal statutes and implementing regulations concerning the role and responsibilities of the  
5 MPO.  
6

7 2) **Responsibilities of the County and Cities.**--The County and Cities are responsible for the development and  
8 implementation of land use plans that serve as the basis for the RTP. Further, the County and Cities must approve,  
9 pursuant to State Law, the expenditure of funds programmed, administered or expended by the RTC. The County and  
10 Cities also construct, maintain and operate, through a variety of revenue sources, other transportation projects which  
11 when combined with transportation projects administered by the State and the RTC implement the RTP. To meet their  
12 several responsibilities the County and the Cities shall:

13 a) Provide the RTC current and future land use and socioeconomic data as input for metropolitan transportation  
14 planning in accordance with a planning cycle and UPWP adopted through the MPO process.

15 b) Provide the RTC current and future plans for streets and highways for maintaining and updating the Functionally  
16 Classified System of Streets and Highways in accordance with the RTC’s planning cycle for developing the  
17 Regional Transportation Plan.

18 c) Provide the RTC with transportation planning priorities facing the County and Cities and detailing all transportation  
19 planning and transportation-related air quality planning activities, regardless of funding source(s), anticipated within  
20 the County and Cities during the next two fiscal years, in accordance with the RTC’s UPWP development cycle.

21 d) Provide staff and other resources in support of the metropolitan transportation planning process.  
22

23 3) **Responsibilities of the RTC.** -- The RTC is a public body created under Nevada State Law, NRS Chapter 277A, with  
24 responsibility for planning, development and operation of public mass transportation services in Clark County, and for  
25 the planning and implementation of certain street and highway improvements, through interlocal agreement with the  
26 entity or entities having jurisdiction, in Clark County. In carrying out these duties, the RTC has the authority and  
27 responsibility for programming, administering and expending, in accordance with applicable Nevada State Law, motor  
28 vehicle fuel tax revenues distributed within Clark County, and other funds authorized pursuant to Question 10 in 1991  
29 and 2003 for Clark County transportation improvements.

30 To meet these responsibilities the RTC shall:

31 a) Provide staff and other resources to support and further the metropolitan transportation planning process and the  
32 administrative duties of the MPO.

33 b) Develop the public transit component of the RTP through a process designed to ensure input from public  
34 transportation providers, employee groups, other stakeholders, and the general public.

35 c) Maintain a planning and programming process for the expenditure of the street and highway funds under the  
36 jurisdiction of the RTC.

1 d) Establish from its membership a committee that represents the political subdivisions within the Metropolitan  
2 Planning Area, which together with a representative of the State, shall serve as the governing policy board of the  
3 MPO.

4 e) Receive, administer and expend Federal transportation planning funds made available under Section 5303 of Title  
5 49, and Section 134 of Title 23, United States Code, as well as funds available for transportation planning from State  
6 and local sources.

7  
8 4) **Role and Responsibilities of RTC as MPO.** -- In its role as the designated MPO for Southern Nevada and pursuant to  
9 49 USC 5303, the RTC shall:

10 a) Approve at least quadrennially, or as otherwise required by federal law or regulation, the RTP for the metropolitan  
11 planning area.

12 b) Approve on a quadrennial basis, or as otherwise required by federal law or regulation, the metropolitan TIP.

13 c) Approve on a biennial basis, or as otherwise required by federal law or regulation, a UPWP describing the  
14 metropolitan transportation planning process: discussing the planning priorities facing the metropolitan planning  
15 area: and detailing all transportation planning and transportation-related air quality planning activities, regardless of  
16 funding source(s), anticipated within the metropolitan planning area during the next fiscal year.

17 d) Establish, adopt and approve the boundaries of the metropolitan planning area.

18 i) The Parties hereby agree that, for the purposes of the metropolitan transportation planning process conducted  
19 pursuant to this Agreement, the metropolitan planning area for Clark County shall encompass all of Clark  
20 County, including the unincorporated town of Laughlin which is part of a bistate urbanized area.

21 e) Define, adopt and approve, in cooperation with the Parties to this Agreement, the Nevada Department of  
22 Transportation, and the federal Department of Transportation, the Functionally Classified System of Streets and  
23 Highways for the Metropolitan Planning Area and the Network of Regionally Significant Streets and Highways.

24 f) Establish and implement, in cooperation with the Parties, a performance-based planning and project selection  
25 process for the RTP and TIP as required by federal law or regulation.

26 g) Approve submittal of various grant applications and reports that may be required by the funding agencies.

27 h) Cooperate with the State and the other Parties in the implementation of this Agreement.

28 i) Monitor and report on adjustments made to local jurisdiction land use and socioeconomic data provided as input for  
29 the metropolitan transportation planning process.

30  
31 **SECTION 2 – PROJECT SELECTION**

32 1) **Projects Selected by the RTC.**--Except as provided in subsection (2), the RTC, acting as the MPO, shall have authority  
33 and responsibility for the selection of all projects in the Clark County Transportation Management Area (TMA) that are  
34 eligible for assistance under the IIJA or Title 23, United States Code, including Surface Transportation Block Grant  
35 Program projects (STBGP), Congestion Mitigation and Air Quality Improvement (CMAQ) projects, Transportation  
36 Alternatives Program (TAP) projects, and Carbon Reduction Program (CRP) projects. Selection of all such projects by

1 the RTC shall be made in accordance with the priorities in the TIP and RTP. The RTC will implement a project selection  
2 process that is based upon the ability to support established performance targets that satisfy national goals as identified  
3 by the Federal Highway Administration, including: improved safety, congestion reduction, transportation system  
4 reliability, maintenance of infrastructure condition, environmental sustainability, and improved freight movement.

- 5 2) **Projects Selected by the State.**--The State shall have authority and responsibility for project selection as to those  
6 projects in the Clark County TMA that are on the National Highway System or that are funded by the state-allocated  
7 IJA federal programs. The State shall select such projects from the approved TIP. Federal Lands Highway program  
8 projects shall be selected in accordance with Section 204 of Title 23, United States Code.

9  
10 **SECTION 3 – ADVISORY COMMITTEE**

- 11 1) **Establishment of Committees.**--The RTC may establish one or more advisory committees to assist and make  
12 recommendations to the RTC in the development of transportation plans and programs, in the conduct of the  
13 metropolitan transportation planning process, and in facilitating public involvement in the planning process.

14  
15 **SECTION 4 – PUBLIC INVOLVEMENT**

- 16 1) **In General.**--The Parties agree to conduct the metropolitan transportation planning process in a manner that will assure  
17 early and continuous public involvement, as well as satisfy those requirements for public review required by federal  
18 statutes or regulations. To assist in achieving this objective, the RTC shall assure that citizens, affected public agencies,  
19 representatives of transportation agency employees, private providers of transportation services, and other interested  
20 parties and affected segments of the community are given timely information and full access to plans and programs. A  
21 fundamental aspect of this public involvement effort is the opportunity to participate at all stages of the planning  
22 process.

- 23  
24 2) **Public Participation Plan.**--The RTC adopted and approved a Public Participation Plan on January 12, 2023. This Plan  
25 and subsequent revisions is hereby incorporated into and made a part of this Agreement.

26  
27 **SECTION 5 – TERM**

- 28 1) This Agreement shall remain in force and effect from the effective date for ten (10) years unless superseded by a  
29 subsequent agreement. While in effect, this Agreement shall be considered binding on all Parties as it pertains to their  
30 participation in the metropolitan transportation planning process.

- 31  
32 2) This agreement may be amended upon mutual written agreement of all Parties. No agent, employee or other  
33 representative of any party to this Agreement is empowered to alter any of the terms of the Agreement, unless it is done  
34 in writing and signed by all Parties.

35  
36 **SECTION 6 – COUNTERPARTS; ELECTRONIC DELIVERY**

1) This Agreement may be executed in counterparts. All such counterparts will constitute the same instrument and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart, each of which shall be an original and all of which shall together constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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**SECTION 7 – AGREEMENT LIMITS**

1) This Agreement shall not be construed as giving any party to the agreement a cause of action for breach of contract, nor is it intended to give any third party any benefits.

10

**SECTION 8 – EFFECTIVE DATE**

1) This Agreement shall become effective on the date it is signed by all the Parties..

13

**SECTION 9 – COMPENSATION**

1) This Agreement concerns the roles and responsibilities of the Parties as to the planning, funding, construction, and operation of transportation infrastructure. No compensation shall be due to or from any Party to this Agreement by reason of their performance of any obligations under this Agreement.

18

**SECTION 10 – PROPER AUTHORITY**

1) 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 responsibilities set forth in the documents incorporated herein.

23

24

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

26

27

DATE OF COMMISSION ACTION:

29

December 12, 2024

32

REGIONAL TRANSPORTATION  
COMMISSION OF SOUTHERN NEVADA :

Signed by:  
By: Justin Jones  
RTC CHAIR

33

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

DocuSigned by:  
Marin DuBois  
07F25985C7F8458

MARIN DUBOIS  
GOVERNMENT AFFAIRS SUPERVISOR

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DocuSigned by:  
David Clyde  
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RTC LEGAL COUNSEL

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DATE OF COUNCIL ACTION:

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ATTEST:

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TAMI MCKAY  
CITY CLERK

CITY OF BOULDER CITY :

By: \_\_\_\_\_  
JOE HARDY, MAYOR

APPROVED AS TO LEGALITY AND FORM:

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BRITTANY LEE WALKER, ESQ, CITY ATTORNEY

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2 DATE OF COUNCIL ACTION:  
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8 ATTEST:  
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11 JOSE LUIS VALDEZ, CMC  
12 CITY CLERK  
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CITY OF HENDERSON :  
  
By: \_\_\_\_\_  
RICHARD A. DERRICK, CITY MANAGER/CEO

APPROVED AS TO LEGALITY AND FORM:  
  
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NICHOLAS G. VASKOV, CITY ATTORNEY

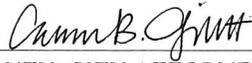
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11 LUANN D. HOLMES, MMC  
12 CITY CLERK  
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CITY OF LAS VEGAS :

By: \_\_\_\_\_  
SHELLEY BERKLEY, MAYOR

APPROVED AS TO LEGALITY AND FORM:

 12/31/24  
DEPUTY CITY ATTORNEY  
**Carmen B. Gilbert**  
**Deputy City Attorney**

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2 DATE OF COMMISSION ACTION:

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11 JULIE GOODSSELL  
12 CITY CLERK

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CITY OF MESQUITE :

By: \_\_\_\_\_  
JESSE WHIPPLE, MAYOR

APPROVED AS TO LEGALITY AND FORM:

By: \_\_\_\_\_  
MICHAEL BRANUM, CITY ATTORNEY

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DATE OF COUNCIL ACTION:

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ATTEST:

\_\_\_\_\_  
JACKIE RODGERS  
CITY CLERK

CITY OF NORTH LAS VEGAS :

By: \_\_\_\_\_  
PAMELA A. GOYNES-BROWN, MAYOR

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
ANDY MOORE, ACTING CITY ATTORNEY

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DATE OF COMMISSION ACTION:

CLARK COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
TICK SEGERBLOM, CHAIR

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_

LYNN MARIE GOYA

By: \_\_\_\_\_  
JASON B. PATCHETT,  
DEPUTY DISTRICT ATTORNEY

COUNTY CLERK

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DATE OF COALITION ACTION

\_\_\_\_\_

SOUTHERN NEVADA  
TRANSIT COALITION

By: \_\_\_\_\_  
MIKE JACKSON  
EXECUTIVE DIRECTOR