

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

METROPOLITAN TRANSPORTATION PLANNING

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

SECTION 1 - ROLES AND RESPONSIBILITIES OF THE PARTIES

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

- a) Cooperate through the metropolitan transportation planning process in the preparation and maintenance of the RTP. Toward this end each Party shall, within a reasonable period of time following receipt of a written request from the RTC, prepare and formally transmit a list of projects and issues to be considered during the drafting of the long-range RTP.
- b) Recognize the jointly defined and MPO, State and Federally approved Functionally Classified System of Streets and Highways, which encompasses street and highway facilities providing for regional mobility within Clark County, as the element of the Regional Transportation Plan that establishes the universe of facilities eligible for expenditure of local, state and federal improvement funds.
- c) Cooperate through the MPO planning process in the preparation and implementation of the TIP. Toward this end each Party shall, within a reasonable period of time following receipt of a written request from the RTC, prepare and formally transmit a list of projects and issues to be considered during the drafting of the TIP.
- d) Abide by the RTC's Public Participation Plan (which is made a part of this Agreement by reference) as it provides for general community involvement in the initial preparation and subsequent revision of the RTP and TIP.
- e) Within a reasonable period of time following receipt of a written request from the RTC, recommend for inclusion in the Unified Planning Work Program (UPWP) specific transportation planning work tasks, regardless of funding source(s), which will be undertaken during the upcoming two fiscal years.
- f) Recognize the MPO-approved Network of Regionally Significant Streets and Highways. This subset of the Functionally Classified System of Streets and Highways shall function as the network of the region's Congestion Management Plan required under the IJJA. Additionally, any project intended for a facility included on the Network

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

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

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

- a) Provide the RTC current and future land use and socioeconomic data as input for metropolitan transportation planning in accordance with a planning cycle and UPWP adopted through the MPO process.
- b) Provide the RTC current and future plans for streets and highways for maintaining and updating the Functionally Classified System of Streets and Highways in accordance with the RTC’s planning cycle for developing the Regional Transportation Plan.
- c) Provide the RTC with transportation planning priorities facing the County and Cities and detailing all transportation planning and transportation-related air quality planning activities, regardless of funding source(s), anticipated within the County and Cities during the next two fiscal years, in accordance with the RTC’s UPWP development cycle.
- d) Provide staff and other resources in support of the metropolitan transportation planning process.

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

To meet these responsibilities the RTC shall:

- a) Provide staff and other resources to support and further the metropolitan transportation planning process and the administrative duties of the MPO.
- b) Develop the public transit component of the RTP through a process designed to ensure input from public transportation providers, employee groups, other stakeholders, and the general public.
- c) Maintain a planning and programming process for the expenditure of the street and highway funds under the jurisdiction of the RTC.

- d) Establish from its membership a committee that represents the political subdivisions within the Metropolitan Planning Area, which together with a representative of the State, shall serve as the governing policy board of the MPO.
 - e) Receive, administer and expend Federal transportation planning funds made available under Section 5303 of Title 49, and Section 134 of Title 23, United States Code, as well as funds available for transportation planning from State and local sources.
- 4) **Role and Responsibilities of RTC as MPO.** -- In its role as the designated MPO for Southern Nevada and pursuant to 49 USC 5303, the RTC shall:
- a) Approve at least quadrennially, or as otherwise required by federal law or regulation, the RTP for the metropolitan planning area.
 - b) Approve on a quadrennial basis, or as otherwise required by federal law or regulation, the metropolitan TIP.
 - c) Approve on a biennial basis, or as otherwise required by federal law or regulation, a UPWP describing the metropolitan transportation planning process: discussing the planning priorities facing the metropolitan planning area: and detailing all transportation planning and transportation-related air quality planning activities, regardless of funding source(s), anticipated within the metropolitan planning area during the next fiscal year.
 - d) Establish, adopt and approve the boundaries of the metropolitan planning area.
 - i) The Parties hereby agree that, for the purposes of the metropolitan transportation planning process conducted pursuant to this Agreement, the metropolitan planning area for Clark County shall encompass all of Clark County, including the unincorporated town of Laughlin which is part of a bistate urbanized area.
 - e) Define, adopt and approve, in cooperation with the Parties to this Agreement, the Nevada Department of Transportation, and the federal Department of Transportation, the Functionally Classified System of Streets and Highways for the Metropolitan Planning Area and the Network of Regionally Significant Streets and Highways.
 - f) Establish and implement, in cooperation with the Parties, a performance-based planning and project selection process for the RTP and TIP as required by federal law or regulation.
 - g) Approve submittal of various grant applications and reports that may be required by the funding agencies.
 - h) Cooperate with the State and the other Parties in the implementation of this Agreement.
 - i) Monitor and report on adjustments made to local jurisdiction land use and socioeconomic data provided as input for the metropolitan transportation planning process.

SECTION 2 – PROJECT SELECTION

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

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

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

SECTION 3 – ADVISORY COMMITTEE

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

SECTION 4 – PUBLIC INVOLVEMENT

- 1) **In General.**--The Parties agree to conduct the metropolitan transportation planning process in a manner that will assure early and continuous public involvement, as well as satisfy those requirements for public review required by federal statutes or regulations. To assist in achieving this objective, the RTC shall assure that citizens, affected public agencies, representatives of transportation agency employees, private providers of transportation services, and other interested parties and affected segments of the community are given timely information and full access to plans and programs. A fundamental aspect of this public involvement effort is the opportunity to participate at all stages of the planning process.
- 2) **Public Participation Plan.**--The RTC adopted and approved a Public Participation Plan on January 12, 2023. This Plan and subsequent revisions is hereby incorporated into and made a part of this Agreement.

SECTION 5 – TERM

- 1) This Agreement shall remain in force and effect from the effective date for ten (10) years unless superseded by a subsequent agreement. While in effect, this Agreement shall be considered binding on all Parties as it pertains to their participation in the metropolitan transportation planning process.
- 2) This agreement may be amended upon mutual written agreement of all Parties. No agent, employee or other representative of any party to this Agreement is empowered to alter any of the terms of the Agreement, unless it is done in writing and signed by all Parties.

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.

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.

SECTION 8 – EFFECTIVE DATE

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

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.

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.

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

DATE OF COMMISSION ACTION:

December 12, 2024

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA :

Signed by:
By: Justin Jones
RTC CHAIR

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

DocuSigned by:
Marin DuBois
07F25985C7F8458
MARIN DUBOIS
GOVERNMENT AFFAIRS SUPERVISOR

DocuSigned by:
David Clyde
C20A409B6B774C0
RTC LEGAL COUNSEL

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2 DATE OF COUNCIL ACTION: CITY OF BOULDER CITY :
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5 _____ By: _____
6 JOE HARDY, MAYOR
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8 ATTEST: APPROVED AS TO LEGALITY AND FORM:
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10 _____
11 TAMI MCKAY BRITTANY LEE WALKER, ESQ, CITY ATTORNEY
12 CITY CLERK
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DATE OF COUNCIL ACTION:

ATTEST:

JOSE LUIS VALDEZ, CMC
CITY CLERK

CITY OF HENDERSON :

By: _____
RICHARD A. DERRICK, CITY MANAGER/CEO

APPROVED AS TO LEGALITY AND FORM:

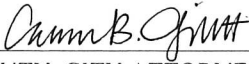
NICHOLAS G. VASKOV, CITY ATTORNEY

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2 DATE OF COUNCIL ACTION:
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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:	CITY OF MESQUITE :
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5	_____	By: _____
6		JESSE WHIPPLE, MAYOR
7		
8	ATTEST:	APPROVED AS TO LEGALITY AND FORM:
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10	_____	By: _____
11	JULIE GOODSSELL	MICHAEL BRANUM, CITY ATTORNEY
12	CITY CLERK	
13		

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2	DATE OF COUNCIL ACTION:	CITY OF NORTH LAS VEGAS :
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5	_____	By: _____
6		PAMELA A. GOYNES-BROWN, MAYOR
7		
8	ATTEST:	APPROVED AS TO LEGALITY AND FORM:
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10	_____	_____
11	JACKIE RODGERS	ANDY MOORE, ACTING CITY ATTORNEY
12	CITY CLERK	
13		

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DATE OF COMMISSION ACTION:

CLARK COUNTY

By: _____
TICK SEGERBLOM, CHAIR

ATTEST:

APPROVED AS TO LEGALITY AND FORM:

LYNN MARIE GOYA
COUNTY CLERK

By: _____
JASON B. PATCHETT,
DEPUTY DISTRICT ATTORNEY

1
2 DATE OF COALITION ACTION

SOUTHERN NEVADA
TRANSIT COALITION

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By: _____
MIKE JACKSON
EXECUTIVE DIRECTOR