

NEVADA SAFE ROUTES TO SCHOOL PROGRAM  
SUBRECIPIENT'S AGREEMENT FOR NON-INFRASTRUCTURE ACTIVITIES

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

WITNESSETH:

WHEREAS, 23 USC §133 provides the use of the Surface Transportation Block Grant Program (STBG) under the Fixing America's Surface Transportation (FAST) Act, herein used for carrying out of a Safe Routes to School (SRTS) Program for the benefit of children in primary and middle schools; and

WHEREAS, the purposes of SRTS program are (1) to enable and encourage children, including those with disabilities, to walk and bicycle to school; (2) to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and (3) to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, amounts apportioned to the *State of Nevada*, pursuant to 23 USC §133, shall be administered by the DEPARTMENT; and

WHEREAS, before Federal-Aid will be made available, the SUBRECIPIENT and DEPARTMENT shall be required to enter into an agreement whereby the functions of the PROJECT are identified; and

WHEREAS, the SUBRECIPIENT and the DEPARTMENT have developed a PROJECT proposal that has been approved for funding; and

WHEREAS, the SUBRECIPIENT is eligible to receive 23 USC §133 funds; and

WHEREAS, the PROJECT has been approved for Federal STBG 23 USC §133 funds.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - PURPOSE OF AGREEMENT

1. The purpose of this Agreement, and as further set forth within the SUBRECIPIENT's Statewide Transportation Improvement Program (STIP) and Form S1, attached hereto and incorporated herein as Attachment A, is to provide SRTS initiatives related to Education, Enforcement, Encouragement, and Evaluation, hereinafter referred to as "PROJECT," and to state the terms, conditions, and mutual understanding of the parties as to the manner in which the PROJECT will be undertaken and completed.

ARTICLE II - SCOPE OF PROJECT

1. This Agreement provides for the funding of the City of Las Vegas'

Safe Routes to School Coordinator and Program within Clark County for the 2022-2025 school years, which will help make walking and bicycling to and from school safer, and more of an appealing alternative for students K-12th grade. Projects and activities will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of the schools, making it easier and safer for children to walk and ride their bikes to school.

### ARTICLE III - REIMBURSEMENT

1. The maximum dollar amount that is reimbursable under this Agreement shall not exceed *Six Hundred Thirty-Two Thousand Twenty-Two and No/100 Dollars (\$632,022.00)*. *Six Hundred Thousand Four Hundred Twenty and 90/100 Dollars (\$600,420.90)* from Federal TAP CL STBG, and *Thirty-One Thousand Six Hundred One and 10/100 Dollars (\$31,601.10)* from local match.

2. Per State Fiscal Year:

SFY 2023: *One Hundred Fifty-Eight Thousand and No/100 Dollars (\$158,000.00)* total. *One Hundred Fifty Thousand One Hundred and No/100 Dollars (\$150,100.00)* from Federal TAP CL STBG and *Seven Thousand Nine Hundred and No/100 Dollars (\$7,900.00)* from local match); and

SFY 2024: *One Hundred Fifty-Eight Thousand and No/100 Dollars (\$158,000.00)* total. *One Hundred Fifty Thousand One Hundred and No/100 Dollars (\$150,100.00)* from Federal TAP CL STBG and *Seven Thousand Nine Hundred and No/100 Dollars (\$7,900.00)* from local match.

SFY 2025: *One Hundred Fifty-Eight Thousand and No/100 Dollars (\$158,000.00)* total. *One Hundred Fifty Thousand One Hundred and No/100 Dollars (\$150,100.00)* from Federal TAP CL STBG and *Seven Thousand Nine Hundred and No/100 Dollars (\$7,900.00)* from local match.

SFY 2026: *One Hundred Fifty-Eight Thousand Twenty-Two and No/100 Dollars (\$158,022.00)* total. *One Hundred Fifty Thousand One Hundred Twenty and 90/100 Dollars (\$150,120.90)* from Federal TAP CL STBG and *Seven Thousand Nine Hundred One and 10/100 Dollars (\$7,901.10)* from local match.

Approval of reimbursement will be contingent upon receipt of invoice and supporting documentation, verification, and inspection (as appropriate) of work completed as specified in Attachment A, attached hereto and incorporated herein.

2. The SUBRECIPIENT agrees to invoice the DEPARTMENT quarterly and also provide written summaries of activities outlined in Attachment A quarterly to the DEPARTMENT and the *Regional Transportation Commission (RTC) of Southern Nevada*.

3. This Agreement is based on Federal Funds being made available through the Federal Highway Administration (FHWA). Regulations promulgated under Chapter 1, Title 23 USC and Title 49 CFR must be followed.

#### ARTICLE IV - PERFORMANCE

1. Salary and benefits outlined under this Agreement which are implemented or expended prior to the date of a written "Notice to Proceed" has been transmitted by the DEPARTMENT to the SUBRECIPIENT will not be eligible for reimbursement.
2. The term of this Agreement shall be from the date first written above and shall run through and including September 30, 2025.

#### ARTICLE V - RECORDS AND REPORTS

1. The SUBRECIPIENT shall coordinate with the DEPARTMENT's Project Manager and provide support data, surveys or other information as needed to review the strategies implemented by the PROJECT for their effectiveness in achieving the project's objectives near each affected school. The SUBRECIPIENT shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The SUBRECIPIENT shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.
2. The SUBRECIPIENT shall use the "Classroom Transportation Tally Form" (Tally Form) at all school locations participating in the PROJECT. Data is to be collected from every classroom each September, and each April for the duration of the PROJECT. A "Transportation Tally Summary Report" that summarizes the Tally Forms will be submitted by the SUBRECIPIENT to the DEPARTMENT *and the RTC of Southern Nevada*. The Tally Form and "Transportation Tally Summary Report" can be found in Attachment B, attached hereto and incorporated herein.
3. It is expressly understood that the DEPARTMENT and the *RTC of Southern Nevada* shall have access to such records of the SUBRECIPIENT as pertain to all matters arising under this Agreement, and the SUBRECIPIENT will retain records, subject to audit, for three (3) years from the ending date of this Agreement.
4. The parties agree to abide by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g, 34 CFR Part 99, and any other applicable law or regulation on confidentiality of data and information. This specifically includes the duty to comply with all use and redisclosure provisions of FERPA. Each party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating, arising out of, or resulting from, or in any manner attributable to, the actions of the other party.

#### ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar days written notice by mutual consent of both parties, or unilaterally by either party without cause.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. The SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, worker's compensation laws, licensing laws, and regulations.

2. Regulations promulgated under Chapter 1, Title 23 USC and found under Title 49 CFR must be followed by the SUBRECIPIENT. These references can be found at <http://www.access.gpo.gov>.

3. The SUBRECIPIENT and all successors, executors, administrators, and assigns of the SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.

4. No member, officer or employee of the SUBRECIPIENT during his or her tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

5. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FHWA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the courts of the State of Nevada.

6. 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 attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) calendar days of the indemnified party's notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

7. 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 that 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.

8. 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 district courts for enforcement of this Agreement. Venue for any such actions shall be in Clark County.

9. 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 an entity 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.

10. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.

11. It is specifically agreed between the parties executing this Agreement that it is

intended to create a contractual relationship solely between the DEPARTMENT and the SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the SUBRECIPIENT's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

12. 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.

13. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

15. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement, and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

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

17. This Agreement, and the attached Attachment A – STIP and Form S1, and Attachment B – Tally Form and Transportation Tally Summary Report, hereto constitute 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 specifically authorized by the terms of this Agreement, no modifications 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 the Nevada Attorney General.

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

SUBRECIPIENT:  
*City of Las Vegas*  
(*Department of Public Works*)

State of Nevada, acting by and through  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Carolyn G. Goodman  
City of Las Vegas, Mayor

\_\_\_\_\_  
Kristina Swallow  
Director

Approved as to Legality and Form:

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

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

Approved as to Legality and Form:

 9/6/22  
John S. Ridilla                      Date  
Deputy City Attorney

# **Attachment “A”**

STIP and Form S1

[MAIN MENU](#)**Nevada DOT****2021 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)****PROJECT OVERVIEW** **FUNDING HISTORY** **CHANGE HISTORY**

State TIP ID CL20200134

Lead Agency City of Las Vegas

Project Type Bicycle &amp; Pedestrian

Title CLV Safe Routes to School Program

Limits

Description Annual funding for the City of Las Vegas Safe Routes to School Program.

MPO/TIP RTCSNV 21-01

Contact Greg McDermott (702)229-2143

Air Quality Exempt

Local ID 6303

NDOT District 1

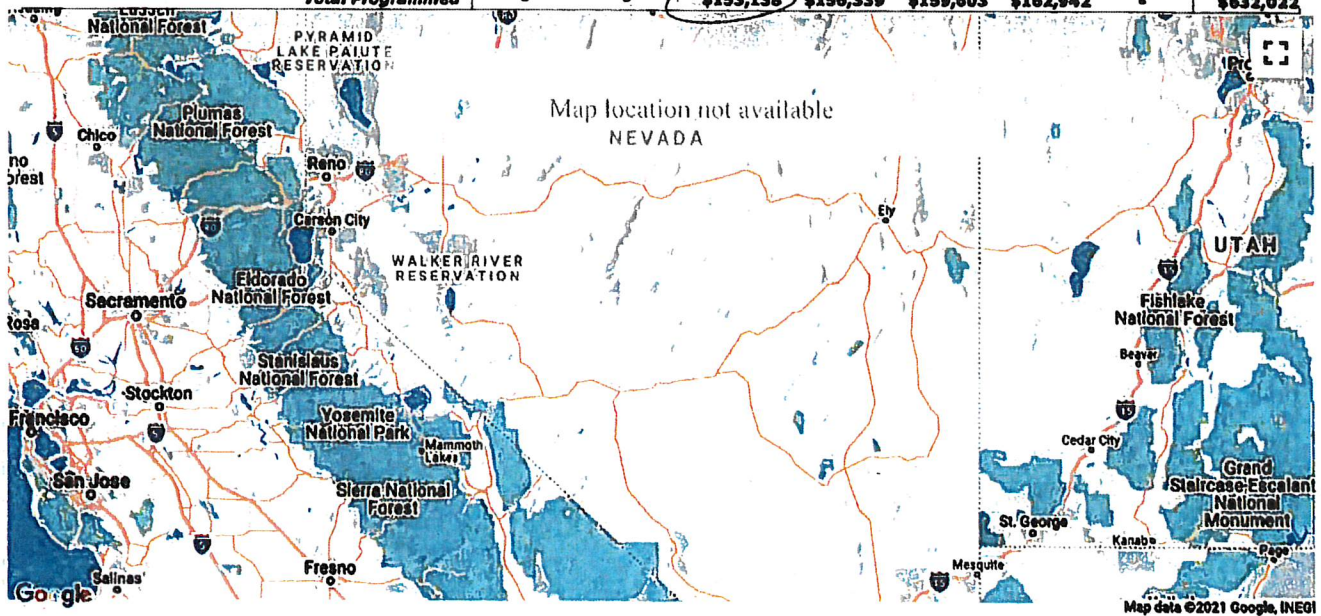
TCM No

Total Cost \$632,022

County CLARK

Construction N/A

Phase	Fund Source	Prior FFY	FFY2021	FFY2022	FFY2023	FFY2024	FFY2025	Future FFY	Total
OTHER	RTC Sales Tax	-	-	\$7,660	\$7,820	\$7,980	\$8,150	-	\$31,610
OTHER	TAP CL STBG	-	-	\$145,478	\$148,519	\$151,623	\$154,792	-	\$600,412
Total Other		-	-	\$153,138	\$156,339	\$159,603	\$162,942	-	\$632,022
Total Programmed		-	-	\$153,138	\$156,339	\$159,603	\$162,942	-	\$632,022



NEVADA DEPARTMENT OF TRANSPORTATION

State Seal of Nevada



## Local Public Agency Project Data

### 1. General Information

Contact Person: Greg McDermott Title: Project Manager  
Agency Name: City of Las Vegas  
Agency Address: 495 S. Main Street, 5th Floor  
City: Las Vegas State: NV ZIP: 89101  
Phone: 702-229-2143 Fax:  E-mail: gmcdermott@lasvegasnevada.gov

### 2. Project Information:

Location: N/A  
Limits: N/A

Scope/

Description: CLV Safe Routes to School Program. Funding to cover CLV internal labor for Safe Routes to School special designs, coordination, school audits and other activities.

### 3. Agreement Information:

Provide a sample of the required signature lines to be included with the agreement.

### 4. Time Frames:

Estimated completion dates: Today's Date: 9/21/2021  
Advertise: N/A Construction: N/A  
Tentative End Dates:  
Prelim. Engr: Sep-22 R/W: N/A Construction: N/A

### 5. Estimate:

Preliminary Engineering costs:

NDOT: \$5,000 (Equals 0.25% construction costs, minimum of \$5,000)  
Agency: \$148,138

Right of Way Costs :

Construction Engineering costs:

NDOT: \$5,000 (the greater of 0.50% construction costs or \$5,000)  
Agency:

Estimated Construction costs:

Total Costs: \$158,138

**\*\*Attach a copy of the detailed preliminary cost estimate.\*\***

## 6. Funding:

Is the project listed on the STIP? ☒ YES ☐ NO

DUNS No.:  (DUNS = Dun and Bradstreet Universal Numbering System)

SAM Expiration Date:  (SAM = System for Award Management)

Federal Amount:

Match:  %

Required Match Amount:

Total Funding:

Type:   
(Enhancement, CMAQ, STP)

☒ Cash

Source:

Approved Indirect rate?  
(attach approval)



YES (fill in rate below)

Rate:  %

☐ NO

or, ☐ Agency receives less than \$35m/yr fed funds?  
(rate = 10%)

## 7. Right of Way:

### Acquisitions:

Is a permanent take of property needed for the project?

☐ Yes ☒ No

Is a permanent easement needed? (for drainage, maintenance, etc.)

☐ Yes ☒ No

Is a temporary easement needed for construction of the project?

☐ Yes ☒ No

### Utilities:

Are there utility covers needing adjustment?

☐ Yes ☒ No

Will there be utility relocations?

☐ Yes ☒ No

Is a new power source or power drop needed?

☐ Yes ☒ No

Purpose for Right of Way:

**\*\*Provide right of way verification documentation no later than 60% design submittal.\*\***

## 8. Design:

☐ In House

☐ Consultant\*

**\*Attach a copy of the consultant selection procedures.**

## 9. Payment

Invoice Schedule:

☒ Monthly

☐ Quarterly

**Attachment “B”**

**Tally Form and Transportation Tally  
Summary Report**



## Student Transportation Tally Form

### *How do students get to and from school?*

School \_\_\_\_\_

Teacher Name \_\_\_\_\_

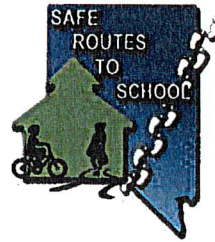
Grade \_\_\_\_\_

Date \_\_\_\_\_

- Please conduct the classroom survey on one day in September and one day in April. Surveys should only be given on a Tuesday, Wednesday or Thursday. Mondays and Fridays should be avoided.
- Before asking students to raise their hands, please read aloud through all possible choices. Each student may only answer once.
- Ask your students as a group "How did you arrive at school today?"
- Call out each option one at a time and record the number of students that raised their hands.
- Follow the same procedure for "How do you plan to leave school today?"

	Walk	Bike	Skateboard/ Scooter	School Bus	Transit Bus	Car	Other
Arrive to School by:							
Depart from School by:							





# TRANSPORTATION TALLY SUMMARY REPORT

Tally Date \_\_\_\_\_ County \_\_\_\_\_

- Please summarize the results of classroom transportation mode data below.
- This information will be used to gain understanding and gauge effectiveness of Safe Routes to School mode shift strategies.
- This summary should include all classes within each school facility.

School Name	Walk	Bike	Skate / Scoot	School Bus	Transit Bus	Car	Other

- Please submit this report to :  
Nevada Dept. of Transportation  
Safe Routes to School Program  
1263 S. Stewart St., Carson City, NV 89712