

1 INTERLOCAL CONTRACT AMONG AND BETWEEN THE COUNTY OF CLARK, THE REGIONAL
2 TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, THE NEVADA DEPARTMENT OF
3 TRANSPORTATION, THE CITY OF BOULDER CITY, THE CITY OF HENDERSON, THE CITY OF LAS VEGAS,
4 THE CITY OF MESQUITE AND THE CITY OF NORTH LAS VEGAS
5

6 METROPOLITAN TRANSPORTATION PLANNING
7

8 This INTERLOCAL CONTRACT is made and entered into this 16th day of April, 2008, by and between the Regional
9 Transportation Commission of Southern Nevada (RTC), the State of Nevada (State) through the Department of
10 Transportation (NDOT), the County of Clark (County) and the Cities of Boulder City, Henderson, Las Vegas, Mesquite and
11 North Las Vegas. [Hereafter, "Parties" shall refer to the RTC, the State, the County and the Cities, collectively.] (In this
12 document, the Safe, Accountable, Flexible, Efficient Transportation Equity Act, a Legacy for Users "SAFETEA-LU"
13 includes both the current federal transit act and all successive federal transit acts.)
14

15 WITNESSETH:
16

17 **WHEREAS**, the Parties have been involved in and desire to perpetuate a cooperative, coordinated, continuing,
18 consultative and comprehensive metropolitan transportation planning process in Clark County; and
19

20 **WHEREAS**, the Governor of the State of Nevada, in cooperation with the local governments of Clark County,
21 designated on July 1, 1981, the RTC as the Metropolitan Planning Organization (MPO) for the Clark County urbanized area,
22 with responsibility for carrying out all transportation planning obligations under SAFETEA-LU and Title 23 of the United
23 States Code and for the receipt and utilization of transportation planning grants in accordance with applicable federal law and
24 regulation: and
25

26 **WHEREAS**, in furtherance of the metropolitan transportation planning process the Parties entered into an
27 Interlocal Contract dated June, 1983 which was subsequently amended in January, 1989, and a second interlocal contract is
28 dated October 12, 1995; and
29

30 **WHEREAS**, SAFETEA-LU has declared that it is in the national interest to promote the development of
31 transportation systems that embrace various modes of transportation to maximize the mobility of people and goods in the
32 urbanized areas and to minimize fuel consumption and air pollution; and
33

34 **WHEREAS**, the transportation plans and programs developed by the RTC and the State serve as the basis for the
35 expenditure of federal transportation funds through the Transportation Improvement Program (TIP) and the State
36 Transportation Improvement Program (STIP): and
37

37 ...

38 ...

1 **WHEREAS**, SAFETEA-LU and the implementing regulations of the U.S. Department of Transportation require
2 the development of transportation plans and programs by the State and MPO that will consider all modes, support
3 community development and social goals, and facilitate the efficient, economical movement of people and goods in all
4 areas of the State: and
5

6 **WHEREAS**, the Parties desire to set forth in a written agreement their respective roles, under Federal and State law,
7 in carrying out the metropolitan transportation planning process intended to result in a Regional Transportation Plan (RTP), a
8 Metropolitan Transportation Improvement Program (TIP), a Short Range Transit Plan (SRTP) and a STIP.

9
10 **WHEREAS**, the Parties to this agreement each have the authority, under state law, to enter into interlocal
11 contracts for joint performance of public functions and activities.

12
13 **NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in the Agreement, the
14 Parties hereby agree to the following terms and conditions:
15

16 **SECTION 1 - ROLES AND RESPONSIBILITIES OF THE PARTIES**
17

- 18 1) Responsibilities of all Parties.--The Parties to this Interlocal Contract are jointly responsible for planning,
19 financing, constructing, maintaining and operating various segments of the transportation infrastructure
20 within the Clark County. To meet these responsibilities the Parties to this contract shall:
- 21 a) Cooperate through the metropolitan transportation planning process in the preparation and
22 maintenance of the RTP. Toward this end each Party shall, within a reasonable period of time
23 following receipt of a written request from the RTC, prepare and formally transmit a list of projects
24 and issues to be considered during the drafting of the long-range RTP.
 - 25 b) Recognize the jointly defined and MPO, State and Federally approved Functionally Classified System
26 of Streets and Highways as the Master Plan of Roads and Streets encompassing facilities providing
27 for regional mobility within the Clark County. The functionally classified system shall serve to
28 establish the universe of facilities eligible for expenditure of local, state and federal improvement
29 funds.
 - 30 c) Cooperate through the MPO planning process in the preparation and implementation of the TIP.
31 Toward this end each Party shall, within a reasonable period of time following receipt of a written
32 request from the RTC, prepare and formally transmit a list of projects and issues to be considered
33 during the drafting of the TIP.
 - 34 d) Abide by the RTC's Public Participation Policy Plan (which is made a part of this Agreement by
35 reference) as it provides for general community involvement in the initial preparation and subsequent
36 revision of the RTP and TIP.

- 1 e) Within a reasonable period of time following receipt of a written request from the RTC, recommend
- 2 for inclusion in the Unified Planning Work Program (UPWP) specific transportation planning work
- 3 tasks, regardless of funding source(s), which will be undertaken during the upcoming fiscal year.
- 4 f) Recognize the MPO-approved Network of Regionally Significant Streets and Highways. This subset
- 5 of the Functionally Classified System of Streets and Highways shall function as the network of the
- 6 region's congestion management system required under SAFETEA-LU. Additionally, any project
- 7 intended for a facility included on the Network of Regionally Significant Streets and Highways shall,
- 8 for the purposes of air quality conformity (40 CFR, Part 51), be considered regionally significant.
- 9 g) Conform to the various federal statutes and implementing regulations concerning the role and
- 10 responsibilities of the MPO.
- 11 2) Responsibilities of the State.--The State, through NDOT, pursuant to federal and state law, is responsible
- 12 for planning, programming, constructing, maintaining and operating transportation facilities and services
- 13 throughout the State of Nevada. In carrying out this Agreement and its several responsibilities the State
- 14 shall:
- 15 a) Cooperate with the RTC and the other Parties in the development of the RTP and TIP.
- 16 b) Prepare a Statewide Transportation Improvement Program which shall include, without modification,
- 17 the MPO-adopted and Governor-approved Metropolitan TIP Program.
- 18 c) Provide staff, federal and state funds, and other NDOT resources through the UPWP in support of the
- 19 metropolitan transportation planning process.
- 20 3) **Responsibilities of the County and Cities.**--The County and Cities are responsible for the development and
- 21 implementation of land use plans that serve as the basis for the RTP. Further, the County and Cities must approve,
- 22 pursuant to State Law, the expenditure of gas tax funds programmed, administered or expended by the RTC. The County
- 23 and Cities also construct, maintain and operate, through a variety of revenue sources, other transportation projects which
- 24 when combined with transportation projects administered by the State and the RTC implement the RTP. To meet their
- 25 several responsibilities the County and the Cities shall:
- 26 a) Provide the RTC current and future land use and socioeconomic data as input for metropolitan transportation
- 27 planning in accordance with a planning cycle and UPWP adopted through the MPO process.
- 28 b) Provide staff and other resources in support of the metropolitan transportation planning process.
- 29 4) **Responsibilities of the RTC.** -- The RTC is a public body created under Nevada State Law, NRS § 373, with
- 30 responsibility for planning, development and operation of public mass transportation services in Clark County, and for
- 31 the planning and implementation of certain street and highway improvements, through interlocal agreement, in Clark
- 32 County. In carrying out these duties, the RTC has the authority and responsibility for programming, administering and
- 33 expending motor vehicle fuel tax revenues distributed to Clark County and other funds generated by the tax program,
- 34 authorized in 1991 pursuant to Question 10 and Senate Bill 112, for Clark County transportation improvements.
- 35 ...
- 36 ...

1 To meet these responsibilities the RTC shall:

- 2 a) Provide staff and other resources to support and further the metropolitan transportation planning process and the
3 administrative duties of the MPO.
- 4 b) Develop the public mass transit component of the RTP through a process designed to ensure input from public
5 transportation providers, employee groups and the general public.
- 6 c) Maintain a planning and programming process for the expenditure of the street and highway funds under the
7 jurisdiction of the RTC.
- 8 d) Establish from its membership a committee that represents the political subdivisions within the Metropolitan
9 Planning Area, which together with a representative of the State, shall serve as the governing policy board of the
10 MPO.
- 11 e) Receive, administer and expend Federal transportation planning funds made available under Section 5303 of
12 SAFETEA-LU and Section 134 of Title 23, United States Code, as well as funds available for transportation
13 planning from State and local sources.

14
15 5) **Role and Responsibilities of RTC as MPO.** -- In its role as the designated MPO for the Clark County, the RTC shall:

- 16 a) Approve at least quadrennially, or as otherwise required by federal law or regulation, RTP for the metropolitan
17 planning area.
- 18 b) Approve on a quadrennial basis, or as otherwise required by federal law or regulation, the metropolitan TIP.
- 19 c) Approve on a biannual basis a UPWP describing the metropolitan transportation planning process: discussing the
20 planning priorities facing the metropolitan planning area: and detailing all transportation planning and
21 transportation-related air quality planning activities, regardless of funding source(s), anticipated within the
22 metropolitan planning area during the next fiscal year.
- 23 d) Establish, adopt and approve the boundaries of the metropolitan planning area.
- 24 e) Define, adopt and approve, in cooperation with the Parties to this Agreement and the federal Department of
25 Transportation, the Functionally Classified System of Streets and Highways for the Metropolitan Planning Area and
26 the Network of Regionally Significant Streets and Highways.
- 27 f) Approve submittal of various grant applications and reports that may be required by the funding agencies.
- 28 g) Cooperate with the State and the other Parties in the implementation of this Agreement.

29
30 **SECTION 2 – PROJECT SELECTION**

- 31 1) **Projects Selected by the RTC.**--Except as provided in subsection (2), the RTC, acting as the MPO, shall have authority
32 and responsibility for the selection of all projects in the Clark County Transportation Management Area (TMA) that are
33 eligible for assistance under SAFETEA-LU or Title 23, United States Code, including Surface Transportation Program
34 Urban projects and congestion Mitigation and Air Quality Improvement (CMAQ) projects. Selection of all such projects
35 by the RTC shall be made from the approved TIP and in accordance with the priorities in the TIP.

36 ...

- 1 2) **Projects Selected by the State.**--The State shall have authority and responsibility for project selection as to those
2 projects in the Clark County TMA that are on the National Highway System or that are funded under the bridge,
3 interstate maintenance, safety, forest highway and enhancement programs. The State shall select such projects from the
4 approved TIP. Federal Lands Highway program projects shall be selected in accordance with Section 204 of Title 23,
5 United States Code.
6

7 **SECTION 3 – METROPOLITAN PLANNING AREA BOUNDARIES**

8 The Parties hereby agree that, for the purposes of the metropolitan transportation planning process conducted pursuant to
9 this Agreement, the metropolitan planning area for Clark County shall encompass all of Clark County.
10

11 **SECTION 4 – ADVISORY COMMITTEE**

- 12 1) **Establishment of Committees.**--The RTC may establish one or more advisory committees to assist and make
13 recommendations to the RTC in the development of transportation plans and programs, in the conduct of the
14 metropolitan transportation planning process, and in facilitating public involvement in the planning process.
15

16 **SECTION 5 – PUBLIC INVOLVEMENT**

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

- 23 2) **Public Participation Procedures.**--The RTC, by Resolution No. 235 dated February 9, 2006, adopted and
24 approved Public Participation Procedures. These Procedures are hereby incorporated into and made a part of
25 this Agreement.
26

27 **SECTION 6 – TERM**

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

- 31 2) This agreement may be amended upon mutual written agreement of all Parties. No agent, employee or other
32 representative of any party to this Interlocal Contract is empowered to alter any of the terms of the Agreement, unless it
33 is done in writing and signed by all Parties.
34 ...
35 ...
36 ...

1 **SECTION 7 – CONTRACT LIMITS**

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

4 **SECTION 8 – EFFECTIVE DATE**

5 1) This Interlocal Contract shall become effective on the date it has been signed by all the Parties. When signed by all the
6 Parties this Interlocal Contract shall replace the previous Agreement originally dated October 12, 1995.

7
8 IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

9
10 DATE OF COMMISSION ACTION:

11 3/13/08
12
13
14

**REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA**

By: B. Wood
BRUCE L. WOODBURY, CHAIRMAN

15
16 ATTEST:

17 Toni Michener
18
19 TONI MICHENER
20 EXECUTIVE ASSISTANT

APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan
ZEV KAPLAN, GENERAL COUNSEL

21
22 DATE OF COUNCIL ACTION:

23 May 13, 2008
24
25
26

CITY OF BOULDER CITY

By: Roger Tobler
ROGER TOBLER, MAYOR

27
28 ATTEST:

29
30 Pamella Malmstrom
31 PAMELLA A. MALMSTROM
32 CITY CLERK

APPROVED AS TO LEGALITY AND FORM:

Dave Olsen
DAVE OLSEN, CITY ATTORNEY

33
34 DATE OF COUNCIL ACTION:

35 4/15/08
36
37
38

CITY OF HENDERSON

By: Jim Gibson
JIM GIBSON, MAYOR

39
40 ATTEST:

41 Monica Martinez Simmons
42
43 Monica Martinez Simmons, MMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Shauna Hughes
SHAUNA HUGHES, CITY ATTORNEY

1 DATE OF COUNCIL ACTION:

2
3
4 4-16-2008

6 ATTEST:

8
9 Beverly K. Bridges
10 BEVERLY K. BRIDGES, CMC
11 CITY CLERK

13 DATE OF COMMISSION ACTION:

14
15 4/8/08

18 ATTEST:

19
20
21 Carol Woods
22 CAROL WOODS
23 CITY CLERK

25 DATE OF COUNCIL ACTION:

26
27
28 October 1, 2008

30 ATTEST:

31
32
33 Karen L. Storms
34 KAREN L. STORMS
35 CITY CLERK

37 DATE OF COMMISSION ACTION:

38
39
40 May 6, 2008

43 ATTEST:

44
45 Shirley B. Parkaguirre
46 SHIRLEY B. PARKAGUIRRE
47 COUNTY CLERK

CITY OF LAS VEGAS

By: Gary Reese
~~OSCAR GOODMAN, MAYOR~~
Gary Reese, Mayor Pro-Tem

APPROVED AS TO LEGALITY AND FORM:

John S. Riddella
DEPUTY CITY ATTORNEY

CITY OF MESQUITE

By: Susan Holecheck
SUSAN HOLECHECK, MAYOR

APPROVED AS TO LEGALITY AND FORM:

By: Cheryl Truman Hunt
CHERYL TRUMAN HUNT, CITY ATTORNEY

CITY OF NORTH LAS VEGAS

By: Michael L. Montandon
MICHAEL L. MONTANDON, MAYOR

APPROVED AS TO LEGALITY AND FORM:

Carie Torrence
CARIE TORRENCE, CITY ATTORNEY

CLARK COUNTY


By: Rory Reid
RORY REID, CHAIRMAN

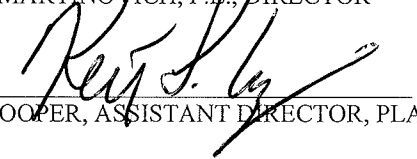
APPROVED AS TO LEGALITY AND FORM:

By: Mary-Anne Miller 8/12/09
MARY-ANNE MILLER, COUNTY COUNSEL

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

By: 
SUSAN MARTINOVICH, P.E., DIRECTOR

for
By: 
KENT COOPER, ASSISTANT DIRECTOR, PLANNING

APPROVED AS TO LEGALITY AND FORM:

By: 
DEPUTY ATTORNEY GENERAL