

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2021 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, hereinafter referred to as "RTC", and collectively referred herein as the " "PARTIES" for "Special Events" Transit Service.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes 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 contract is authorized by law to perform;

WHEREAS, Parties desire to reduce traffic congestion, promote sustainability, and provide alternative transportation options for Allegiant Stadium workers and the general public attending events at Allegiant Stadium; and

WHEREAS, COUNTY's Department of Environment and Sustainability serves as the Air Pollution Control Agency for Clark County with a purpose of developing and implementing effective local programs to fulfill air quality regulatory requirements and minimize adverse air quality impacts on the community and environment; and

WHEREAS, RTC intends to provide a "Special Events" transit service for events occurring at Allegiant Stadium, 3333 Al Davis Way, Las Vegas, NV 89118; and

WHEREAS, RTC anticipates the "Special Events" transit service to attract ~1,277 riders per event and ~12,770 riders annually; and

WHEREAS, COUNTY anticipates using Air Quality Transportation Tax Fund as the source of funds for this effort; and

WHEREAS, vehicle congestion and idling wastes fuel and increases the emission of harmful air pollutants such as nitrogen oxides (NOx), volatile organic compounds (VOCs), particulate matter (PM), carbon monoxide (CO), carbon dioxide (CO₂) into the air, contributing to ground-level ozone or smog, and public health concerns; and

WHEREAS, Parties calculate the following reduction in pollutants of most concern from providing the "Special Events" transit service:

Pollutant	Kilograms Reduced/Year	Kilograms Reduced/Game	Tons Reduced/Year
CO ₂ e (CO ₂ equivalent)	334,010	27,834	368.18
NOX	165	13.75	0.18
VOC	218	18.20	0.24

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth that RTC shall provide a "Special Events" transit service for events at Allegiant Stadium per the table in Appendix A, and shall ensure additional federal funding, or other funding, is obtained to complete funding requirements for the total amount needed. COUNTY shall contribute funds, as described herein, toward the implementation of the "Special Events" transit service.

It is mutually agreed that the PARTIES will coordinate on promotional opportunities for the “Special Events” transit service, such as transit guides, press releases, and social media efforts.

ARTICLE II: TERM OF AGREEMENT

The term of this Agreement shall be from the date of award through December 31, 2026, contingent upon the availability of funds. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or RTC to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay RTC for goods and/or services described herein on an annual basis, in an amount not to exceed \$275,469 as shown in Exhibit A, based on approved budget appropriations.

If COUNTY rejects an invoice as incomplete, RTC will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows: On an annual basis, no later than September 30th of each year, for the COUNTY's contribution to the “Special Events” transit service, per the table in Appendix A. Invoices shall be submitted via email to jbechtel@clarkcountynv.gov or by United States mail or commercial courier/parcel service addressed as follows:

Assistant Director
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

RTC must notify COUNTY in writing of any changes to RTC's remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and RTC relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or

representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of RTC. RTC intends to use a third party provider for these services and shall provide notification of third party/parties selected to COUNTY.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Assistant Director
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

To RTC: Director of Finance
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106-4512

ARTICLE IX: POLICIES AND PROCEDURES

RTC agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and RTC.

ARTICLE X: INSURANCE

RTC agrees to maintain, at its own expense, general liability insurance, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: _____
MARILYN KIRKPATRICK, CHAIR
Clark County Commissioners

RTC
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

BY: _____
Debra March
DocuSigned by:
AEE720E2E54C494
DEBRA MARCH
CHAIRWOMAN

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

ATTEST:

BY: _____
Marin DuBois
DocuSigned by:
67F25985C7F8458...
MARIN DUBOIS
Senior Management Analyst

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: _____
Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

APPROVED AS TO FORM:

BY: _____
David Clyde
DocuSigned by:
C20A409B6B774C0...
RTC Legal Counsel

APPENDIX A

Route	Contractor	Special Events Express Service Costing						
		Per Event Costing						Grand Total Cost (Per Event)
		Svc Hours per Bus	Total Cost per Hour*	Total Cost per Bus	# of Buses	Total Svc Hours	Ridership Capacity Est.** (per direction)	
Centennial		8	\$112.21	\$898	3.5	28	\$3,142	263
Summerlin		8	\$112.21	\$898	3.5	28	\$3,142	263
Henderson		8	\$112.21	\$898	3.5	28	\$3,142	263
South Point/M		8	\$112.21	\$898	4.5	36	\$4,040	338
East Side Connector		8	\$112.21	\$898	2	16	\$1,795	150
Est per Event Total				17	120		\$15,261	1,277
Fiscal Year Total							\$152,606	

*Based on Finance-provided draft FY20 total cost per hour, by contractor, with a 3% per year inflation factor to estimate FY21.

**Assumes all buses operating at SPECS load capacity (75 passengers on 60'; 80 passengers on double-deck).

Deuce(added svc) may take up to two hours to board all customers(buses must cycle). Will require some standees on all route

		Allocation				
		32%		34%		TOTAL
		Federal	RTC	CCDOES		
Estimated Cost 2021	\$ 152,606	\$ 48,834	\$ 51,886	\$ 51,886	\$ 152,606	
Estimated Cost 2022	157,184	50,299	53,442	53,442	157,184	
Estimated Cost 2023	161,899	51,808	55,046	55,046	161,899	
Estimated Cost 2024	166,756	53,362	56,697	56,697	166,756	
Estimated Cost 2025	171,759	54,963	58,398	58,398	171,759	
5-Year Estimated Total	\$ 810,204	\$ 259,265	\$ 275,469	\$ 275,469	\$ 810,204	