

TRANSPORTATION ANALYTICS DATA INTERLOCAL AGREEMENT

This Transportation Analytics Data Interlocal Agreement ("**Agreement**") is entered into on **August 14, 2025**, by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 South Grand Central Parkway, Suite 350, Las Vegas, NV 89106 ("**RTC**"), and Clark County, a political subdivision of the State of Nevada, with offices at 500 South Grand Central Parkway Las Vegas, NV 89106 ("**County**") and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277. Both RTC and County may be referred to individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

- A. WHEREAS**, NRS Chapter 277 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking which any public agency entering into the contract is authorized by law to perform;
- B. WHEREAS**, The County is the public governing agency for Clark County, Nevada and has created an Office of Traffic Safety;
- C. WHEREAS**, RTC is the regional entity that oversees public transportation, traffic management, roadway design and construction funding, and transportation planning for Southern Nevada; and
- D. WHEREAS**, the Parties desire to enter into this Agreement to identify the roles and responsibilities of County and RTC with respect to Transportation Analytics Data which involves procuring a third parties' ("**Consultant**") services to develop an online platform to assess, monitor, and address traffic safety risk as well as enable other mobility analyses, as set forth in Exhibit "A", Scope of Services.

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

AGREEMENT

1. **ROLES AND RESPONSIBILITIES OF THE PARTIES.** The services required by the Parties under this Agreement shall be those set forth in Exhibit "B," Roles and Responsibilities Chart, attached hereto and incorporated by reference.
2. **CONSULTANT SCOPE OF WORK.** The scope of work and/or services required by the Consultant as selected by the Parties per Exhibit B, is described in Exhibit "A", attached hereto and incorporated by reference. Exhibit "B" also identifies roles and responsibilities of the the Parties and Consultant. Exhibit "A" Section 5, related to facilitated sessions on school zone safety, may be performed by a different consultant as procured by the County.
3. **CONSULTANT CONTRACT AND PAYMENT.** As set forth in Exhibit "B", the County will develop and execute the contract with the Consultant for performance of the scope of services described in Exhibit "A" and the roles and responsibilities of the Consultant as set forth in Exhibit "B". The County will be solely responsible for all fees, costs and expenses associated with the services of the Consultant, and then be reimbursed by the RTC in an amount equal to half of the actual amounts invoiced by the Consultant in conformance with

this Agreement . The RTC will reimburse the County annually for a term of up to three fiscal years, half of actual Consultant costs, including any change orders approved by both the County and the RTC in writing. Exhibit "A", Consultant Scope of Services, Section 5 related to facilitated sessions on school zone safety may be performed by a different consultant other than the Transportation Analytics Data Provider, and the RTC will reimburse the County the entire actual costs of this work. The RTC's compensation to the County is not-to-exceed \$175,000.00 annually.

4. TERM AND TERMINATION. This Agreement shall be effective from the date of approval by the governing body of the last Party approving this Agreement and shall remain effective for a term of three years ("Term"). Either Party may terminate this Agreement at any time, with or without cause, prior to its expiration with thirty (30) days written notice. Upon termination, the County agree to pay the Consultant for all work it performed up to and including the date of the written notice of termination, with reimbursement by the RTC to follow as provided in Section 3, Consultant Contract and Payment.
5. STATUS OF PARTIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Both parties will access and utilize consultant data independently of the other. Neither party is obligated to perform service or analysis for the other. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or similar relationship between the Parties.
6. BOOKS AND RECORDS.
 - a. Each Party shall keep and maintain, under generally accepted accounting principles, true and complete books, records, and documents as are necessary in such Party's reasonable discretion to fully disclose sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews. Each Party shall retain all such books, records, and documents in accordance with state and federal laws. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
 - b. Each Party shall, at all reasonable times, have access to the other Party's records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.
7. BREACH: REMEDIES. Failure of either Party to perform any of its respective obligations under this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and the right of the prevailing Party to seek reasonable attorneys' fees and costs.
8. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this

Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

9. LIMITED LIABILITY. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive, consequential, or any other special damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
10. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes or lockouts, failure of public transportation, war, extensive military mobilization, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.
11. INSURANCE. Each party either maintains commercial general liability and workers' compensation insurance, or a program of self-insurance for the same. Each party agrees, during the Term to maintain commercial general liability insurance in the minimum amount of \$1 million per occurrence, and \$2 million in the aggregate and workers' compensation in the statutorily designated amounts in accordance with the laws of the State of Nevada. In addition, any part of this agreement that is contracted, subcontracted, or subleased, each party shall require its contractor subcontractor or subleased to name the other party as an additional insured and shall require them to maintain the minimum insurance amounts set forth herein.
12. NON-DISCRIMINATION. As Equal Opportunity Employers under the Equal Opportunity Act of 1972, the Parties have an ongoing commitment to hire, develop, recruit, and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a military veteran, disability, or sexual orientation. The Parties likewise agree that they will comply with all applicable state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
13. SEVERABILITY. In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid, or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity, or unenforceability without affecting the remaining provisions hereof, and the Parties do hereby agree to replace such illegal, prohibited, invalid, or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
14. PUBLIC RECORDS: CONFIDENTIALITY. This Agreement is governed by State of Nevada law governing public records. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties for public inspection and copying.

The Parties will have a duty to disclose unless a particular record is made confidential by law. Nothing in this section is meant to modify or amend applicable law.

15. PROPER AUTHORITY. 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 services set forth in the documents incorporated herein.
16. ENTIRE AGREEMENT. This Agreement and all of the exhibits attached hereto or referenced herein constitute the entire understanding and agreement of the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
17. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party. Any amendment will be effective as of the date stipulated in the written amendment.
18. GOVERNING LAW. 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 without regard to conflicts of law principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
19. NO THIRD-PARTY BENEFICIARIES. The Parties do not intend to, and nothing contained in this Agreement shall, create any third-party benefit or right to enforce the terms hereof in any party not named hereto nor shall this Agreement be deemed to create any rights or remedies in favor of the public.
20. INTERPRETATION. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All recitals at the beginning of this Agreement are incorporated herein by the references thereto contained herein and this reference. All references to statutes or other applicable law shall be to such statutes or applicable law as may be amended from time-to-time.
21. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

RTC OF SOUTHERN NEVADA
METROPOLITAN PLANNING ORGANIZATION
Attn: Andrew Kjellman
Senior Director MPO
600 South Grand Central Parkway
Las Vegas, NV 89106

CLARK COUNTY, NEVADA
OFFICE OF TRAFFIC SAFETY
Attn: Andrew Bennett
Director Office of Traffic Safety
500 South Grand Central Parkway, Suite 2066
Las Vegas, NV 89106

Such required notice or other communication shall be deemed to have been received by the Party to whom it was addressed (i) when delivered, if delivered personally; or (ii) on the third (3rd) business day following deposit in the mail, if mailed by mail. A Party may change its contact information for purposes of this Agreement by giving written notice to the other as set forth above.

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

CLARK COUNTY, NEVADA

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Tick Segerblom
Chair, Board of County Commissioners

Signed by:

Justin Jones

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Justin Jones
Chair, RTC Board of Commissioners

Council Action: _____

Date: 8/14/2025

Attest:

Attest:

Lynn Marie Goya
County Clerk

DocuSigned by:

Marin DuBois

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Marin DuBois
Government Affairs Supervisor

Approved as to form:

Approved as to form:

Laura C. Rehfeldt

Laura C. Rehfeldt
Deputy District Attorney

DocuSigned by:

David Clyde

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RTC Legal Counsel

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EXHIBIT A



CONSULTANT SCOPE OF SERVICES Transportation Analytics Data

This Scope of Work outlines the provision of a transportation analytics data platform for use by the Regional Transportation Commission (RTC) and Clark County. The platform will utilize location-based data to deliver comprehensive insights into regional travel behavior, multimodal mobility, and transportation safety. The objective is to support data-driven decision-making for planning, engineering, and policy initiatives.

1. Data & Analytics Provided

- Multimodal Mobility Data: Aggregated data for vehicles, freight, bicycles, pedestrians, and transit.
- Regional Travel Patterns: Origin-destination data, trip counts, travel times, and distance across corridors and zones.
- Location-Based Data Insights: Derived from anonymized mobile device traces, GPS, and connected vehicle data.
- Safety & Crash Analysis Tools: Integration with historical crash databases to identify high-risk areas.
- Crash Modification Factor (CMF) Modeling: Evaluate safety countermeasures using standardized CMF applications.
- Engineering Treatment Assessment: Model effectiveness of safety improvements such as signal timing changes, traffic calming, or pedestrian infrastructure.
- Equity & Accessibility Metrics: Analyze travel patterns by demographic segments to inform equitable investments.

2. System Capabilities & Features

- Interactive Graphic Interface: A user-friendly, web-based dashboard with mapping and data visualization tools.
- Temporal & Spatial Resolution: Data available at hourly intervals and at detailed spatial levels (e.g., intersection, corridor).
- Trend Analysis: Multi-year datasets to support pre- and post-implementation evaluations and long-term monitoring.

3. Licensing & Access

- User Licenses: Adequate licenses for RTC and Clark County staff including planners, engineers, and analysts.
- Training & Support: Includes onboarding, technical assistance, and user support for maximizing platform utility.

4. Outcomes & Use Cases

- Identify and prioritize high-crash corridors using behavioral and crash data.
- Support funding applications with data-backed safety proposals.
- Model effects of proposed infrastructure changes.
- Track and assess multimodal travel trends and mobility shifts.
- Ensure equity in mobility access and safety improvements.

5. Facilitated Sessions on School Zone Traffic Safety

To complement the analytics and data-driven insights provided by the transportation analytics platform,

the scope includes up to four facilitated sessions led by the Community Planning Collaborative. These sessions are designed to strengthen coordination among stakeholders and accelerate the implementation of safety improvements in and around school zones in Clark County.

Objectives of the facilitated sessions include:

- Enhancing Coordination: Establishing a shared understanding of current efforts and identifying opportunities for alignment across agencies (e.g., RTC, Clark County, CCSD, law enforcement).
 - Prioritizing Interventions: Using transportation analytics and crash data to identify high-risk school zones and propose actionable interventions.
 - Engaging Stakeholders: Facilitating dialogue among planners, engineers, school officials, and community members to ensure inclusive, context-sensitive solutions.
 - Advancing Implementation: Supporting the development of a phased implementation plan for engineering, education, and enforcement strategies with clearly defined roles and success metrics.
- These facilitated sessions will be scheduled in alignment with the broader timeline and deliverables outlined by the School Traffic Safety Working Group and will leverage insights from the analytics platform to guide discussion and planning.

**EXHIBIT B****ROLES AND RESPONSIBILITIES CHART****Chart Key:**

R) - Responsible – the person who performs an activity or does the work

A) - Accountable – the person who is ultimately accountable

C) - Consulted – the person that needs to provide feedback and contribute to the activity

I) - Informed – the person that needs to know of the decision or action.

Task	RTC	Clark County	Consultant	Notes
Procurement of Consultant	C	R, A		County procurement of consultant services.
Preparation of the Scope for the CBE	C	R, A		County will prepare the scope of work document to be included in their CBE.
Request for Proposals	C	R, A	I	County will manage the CBE process to select consulting firms.
Selection of the Consultant	R	R, A		County and RTC staff will serve on the selection committee.
Contract execution	C	R, A	R	County drafts and executes the contract with consulting firm. RTC is consulted on final contract.
Notice to Proceed	C	R, A	I	County issues a Notice to Proceed to the consultant.
Project Management	C	A	R	County is the lead Project Manager for the platform and accountable for all platform progress. RTC Project Manager is consulted on key elements of the platform. Engaged Consultant is responsible for doing the work.

Task	RTC	Clark County	Consultant	Notes
Manage Consultant	R	R, A	I	Consultant will do the work under the guidance and leadership of the County, which is the primary client. The RTC is the secondary client and ensures the work complies with the approved scope and UPWP requirements.
Prepare Monthly Invoices and Progress Report	I	A	R	Consultant will prepare the monthly invoice for the service. Each invoice will also include a completed progress report.
Approval of Monthly Invoice and Progress Report	I	R, A	I	County is responsible for approving invoices and coordinating reimbursement from the RTC as agreed.
Monthly progress reports	I	R, A	C	County Project Manager is responsible and accountable for providing monthly progress reports to the RTC Project Manager. The progress report will be completed by the Consultant and shall be verified by the County.
Payment of fees, costs, and expenses of consultant	C	R, A	I	Clark County is responsible for all fees, costs and expenses of consultant. The County is responsible to approve and process invoices for payment.

Task	RTC	Clark County	Consultant	Notes
Developing and providing Platform	C	A	R	Consultant is responsible for providing all deliverables. County is accountable for making sure all work performed by the Consultant is completed. RTC shall be consulted on all work products related to the platform.
Service Closeout or Extension	C	A, R	I	County is responsible for the completion of the contract. County will review the final deliverables to ensure it contains the components required by the scope and issue a project closeout letter to the Consultant or otherwise begin the process of extending the contract.
Ensures service and deliverables comply with the scope and UPWP requirements	A	R	R	County and the Consultant are responsible for ensuring the service complies with the approved scope and UPWP requirements. The RTC is accountable for confirming it does.