

“PERFECT STORM” SPECIAL EVENTS MANAGEMENT STUDY
INTERLOCAL AGREEMENT

This “Perfect Storm” Special Events Management Study Interlocal Agreement (“**Agreement**”) is entered into this 17th day of May, 2022, 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, County is the public governing agency for the Clark County, Nevada;
- 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 the “Perfect Storm” Special Events Management Study which involves developing a traffic management plan for the Resort Corridor for managing demand and impacts to the transportation network from multiple special events, as set forth herein.

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 scope of work and/or 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”, **Scope of Services “Perfect Storm” Special Events Management Study UPWP # 301-9300-22**, attached hereto and incorporated by reference. Exhibit “B” also identifies roles and responsibilities of the Consultant. The Consultant consists of the primary consultant hired by the RTC to fulfill the scope of work.

3. **CONSULTANT CONTRACT AND PAYMENT.** As set forth in Exhibit “B”, RTC will execute and draft the contract with the Consultant for performance of the scope of work described in Exhibit “A” and the roles and responsibilities of the Consultant as set forth in Exhibit “B”. The RTC will be solely responsible for all fees, costs and expenses associated with the services of the Consultant, including those under the agreement between RTC and the Consultant. The County will not have any financial obligations whatsoever for the services of the Consultant or otherwise under this Agreement except for the County’s own staff time.
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 two years (“**Term**”).
5. 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, RTC agrees to pay the Consultant for all work it performed up to and including the date of the RTC’s written notice of termination. **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. 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.

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.

INSURANCE. Each Party is self-funded or procures insurance for liability and workers' compensation claims. Each Party agrees, during the Term to maintain and participate in the self-insurance fund in amounts which are in compliance with the laws of the State of Nevada. In addition to RTC's agreement with the Consultant, if any part of this Agreement is contracted, subcontracted, or subleased, each Party shall require its contractor(s), subcontractor(s) or sublessee(s) to name the other Party as an additional insured on the contractor's/outside vendor's insurance to the same extent it is named as an additional insured.

10. **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.
11. **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.

12. 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 or privileged by law balancing of interests. Nothing in this section is meant to modify or amend applicable law.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
METROPOLITAN PLANNING ORGANIZATION
Attn: Andrew Kjellman
600 South Grand Central Parkway
Las Vegas, NV 89106

CLARK COUNTY PUBLIC WORKS DEPARTMENT
Attn: Denis Cederburg
Director of Public Works
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.

[SIGNATURE PAGE FOLLOWS]

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**

James B. Gibson
Chair, Board of County Commissioners

DocuSigned by:
Debra March

AEE798E2E54C481...
Debra March
Chairwoman

Council Action: _____

Date: 4/18/2022

Attest:

Attest:

Lynn Marie Goya
County Clerk

DocuSigned by:
Marin DuBois

87F25085C7F8458
Marin DuBois
Management Analyst

Approved as to form:

Laura C. Rehfeldt
Therese Bueckner

Laura C. Rehfeldt
Deputy District Attorney

Approved as to form:

DocuSigned by:
David Clyde

C2DA409B6B774C0
David Clyde
RTC Legal Counsel

DS
DC

EXHIBIT A

SCOPE OF SERVICES

“Perfect Storm” Special Events Management Study UPWP # 301-9300-22

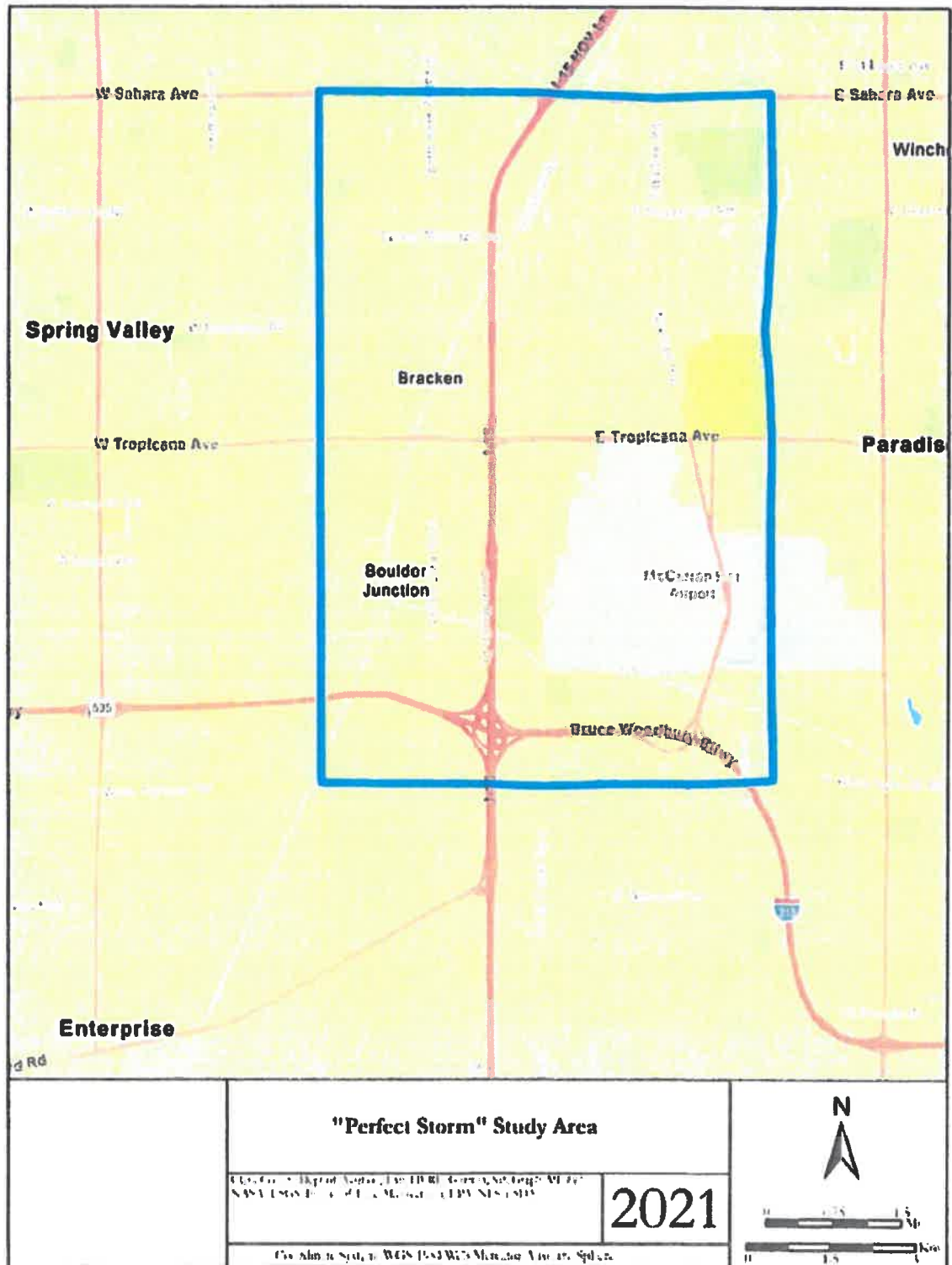
Consultant Scope of Work

Objective: Develop a traffic management plan for the Resort Corridor (RC) for successfully managing demand and predicted impacts to the transportation network from multiple special events being held in close proximity to one another.

Goals: The “Perform Storm” Special Events Management Plan will seek to:

1. Identify and engage the participation and input of both technical and resort/tourism stakeholders in sharing of information concerning scheduled public works and special events within the Resort Corridor (a map of the boundaries of the study area is provided on the following page).
2. Align recommendations from stakeholders and develop a master list of special events and public works projects along major roadways inside the Resort Corridor.
3. Analyze the effects of overlapping special events and construction to develop forecasts of event generated traffic and associated parking demands and threshold traffic scenarios.
4. Provide assessment of resort corridor employee commuter demand movements.
5. Refer to other cities and counties which have previously hosted national special events and FHWA guidance on such matters.
6. Perform analysis of existing system capacity and routes.
7. Give consideration to multimodal options, including pedestrians.
8. Suggest physical improvements in resort corridor to assist mobility in corridor during special events.
9. Development and recommendations for members of an on-call Resort Corridor special event transportation management team to plan for and manage special events.

Project Study Area Map:



Tasks Description:

The selected consultant will be responsible for carrying out the following tasks.

Task #1 – Project Management:

- a. Perform day-to-day administrative work, monitor schedules and prepare monthly progress reports, invoices and billing.
- b. Meet with Clark County Department of Public Works and RTCNV staff as needed to review study progress, tasks and milestones.
- c. Organize and coordinate project status meetings with project technical advisory and other stakeholders that include materials, notices and minutes.
- d. Submit a draft final report, including any GIS files or other work products to the Clark County Public Works and RTCNV project manager
- e. Present study findings to Clark County and project stakeholders.

Task #1 Deliverables:

1. Monthly progress reports, invoicing and billing.
2. Attendance at project status and stakeholder meetings.
3. Presentations for and notes on stakeholder meetings.
4. Draft and final reports.

Task #2 – Coordination:

- a. The project consultant will conduct a preliminary conference in-person with representatives of the Clark County Department of Public Works, the RTCNV and Southern Nevada FAST to review project goals and strategies, refine working objectives, identify available and needed data, refine working objectives, present and review the stakeholder participation plan, discuss the availability of previously existing and establish communication channels with other departments, agencies and relevant external entities.
- b) The project consultant will develop a data needs memo and submit it to the Clark County Department of Public Works project manager soon after the kick-off meeting. This will outline what types of available data that the consultant may need to obtain for the purpose of developing their report.

Examples of prior potentially relevant studies include:

a)	2021	Stadium District Plan	RTC of Southern Nevada
b)	2016	Las Vegas NFL Stadium Sites – Traffic Assessment	Nevada DOT
c)	2017	Las Vegas Raiders – Event Traffic Impact Analysis Study	Kimley Horn
d)	2021	Access 2050 Regional Transportation Plan	RTC of Southern Nevada
e)	2017	Regional Bicycle and Pedestrian Plan for Southern Nevada	RTC of Southern Nevada
f)	2016	Transportation Investment Business Plan	RTC of Southern Nevada
g)	2011	National Special Security Events – Transportation Planning for Special Events	Federal Highway Administration

Task #2 – Deliverables:

1. Preliminary conference meeting
2. Data needs memo
3. List of former studies to be consulted and incorporated.
4. Presentation to be delivered to stakeholders for kickoff meeting.

Task #3 – Stakeholder Consultation

1. The consultant will identify, engage and convene stakeholders to participate in up to 8 stakeholder meetings on the project. These stakeholders will be from the sectors of:

a) Transportation Planning, Engineering and Management –

e.g. Clark County Department of Public Works, City of Las Vegas, RTC of Southern Nevada, Southern Nevada FAST, Nevada Department of Transportation

b) Tourism -

Resort Corridor major properties, Las Vegas Convention and Visitor Authority (LVCVA), Nevada Resort Association, Fremont Street Experience

c) Mobility Providers and Regulators –

RTC of Southern Nevada, Nevada Transportation Authority, Nevada Taxicab Authority, Local Taxi Companies, Transportation Networking Companies (TNC), Las Vegas Monorail

d) Emergency Services Providers -

Las Vegas Metropolitan Police Department, Clark County Fire Department & EMS;

2. Data to be requested from stakeholder participants will include:

a) Information and schedules of anticipated large attendance special events in the Resort Corridor. This information will be aggregated into a consultant developed “master list” of such events.

b) Information and project schedules for state, county and utility capital improvement program projects programmed to take place within the Resort Corridor. This received information will be aggregated into a consultant developed “master list” of such events.

c) Resort corridor employee commuter demand movements.

Task #3 Deliverables:

1. Report summarizing each stakeholder meeting to be prepared by consultant and transmitted to the Clark County public works project manager
2. Documentation of data requested from stakeholders and the status of its delivery.

Task #4 – Study Development:

1. Report identifying the special events traffic management plan that will include:
 - a) Group movement for shared ride into/out of the resort corridor;
 - b) Possible dedicated lane use for high occupancy vehicles and contra-flow lanes;
 - c) Recommendations for advanced Intelligent Transportation Systems (ITS) and Dynamic Message Sign (DMS) deployment
 - d) Actual development of artificial intelligence/internet of things (IOT) methods during planned special events to capture, process and predict future behaviors.
 - e) Develop listing and interactive map with layers of special events and projects by date range to illustrate demand on the transportation system and resort corridor properties (for parking).
 - f) Analysis of overlap of identified special events and construction to develop forecasts of event generated traffic demand and threshold traffic scenarios, up to and including a fully saturated special event weekend where every major venue has an event which are overlapping one another.
 - g) Assessment of system capacity and operating needs.
 - h) Consideration of multimodal transportation options in the corridor and pedestrian travel related to special events.
 - i) Offer conclusions and recommendations.
- Development and recommendations for members of an on-call Resort Corridor special event
- j) Transportation management team to plan for and manage special events.

Task #4 Deliverables:

1. Draft report of traffic management plan with suggestions, conclusions and recommendations.

Task #5 - Final Report

Completion of the previous tasks will result in the following deliverables:

- a) Monthly project progress reports
- b) Meeting agendas and summaries
- c) Final Report and mapping as described in Task #4. Ten (10) printed copies of the final report will be prepared along with one copy each in PDF as well as in an editable electronic format. All mapping components are to be delivered in both PDF and Clark County designated GIS formats
- d) Presentations for stakeholder outreach as described in Task #2

Project Schedule

It is estimated this project will take one year (12 months) to complete.

EXHIBIT B**ROLES AND RESPONSIBILITIES CHART**

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

Task	RTC	Clark County	Study Consultant	Notes
Manage Consultant	C	R, A	I	Consultant will do the work on the Study under the guidance and leadership of the County, which is the primary client. The RTC is the secondary client and ensures the Study complies with the approved scope and UPWP requirements.
Form the Study Staff Technical Team	C	R,A	I	County Project Manager is responsible and accountable for forming and leading a Staff Technical Team made up of County staff from various departments.
Stakeholder and community engagement	C	A	R	Consultant is responsible for all outreach communications and stakeholder engagement, with support from the County. RTC will be consulted on all public engagement activities.
Prepare Monthly Invoices and Progress Report	I	A	R	Consultant will prepare the monthly invoice for the study. Each invoice will also include a completed progress report.
Approval of Monthly Invoice and Progress Report	C	R, A	I	County is responsible for approving invoices and providing invoices to RTC in a timely manner
Monthly progress reports to the RTC	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.

Task	RTC	Clark County	Study Consultant	Notes
Payment of fees, costs and expenses of Consultant	R, A	C	I	RTC is solely responsible for all fees, costs and expenses of Consultant, including the agreement between RTC and Consultant. RTC will process County-approved invoices for payment.
Study Meetings Set-Up and Hosting of Public Participation and Study Stakeholder Meetings	I	A	R	Consultant will set up community engagement events for the Study in consultation and coordination with the County. RTC will be advised as to their dates and attend as feasible.
Communication to Stakeholders	I	R, A	C	County will send out all communications to the community and stakeholders for project information, updates and events. County will be the main contact for this Study.
Developing all Study materials	C	A	R	Consultant is responsible for creating all Study materials. 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 Study.
Review Draft Materials and Reports	C	R, A	I	Consultant will create a draft report. County and RTC will review and provide feedback on the draft report and all draft materials for the Study.
Acceptance of Final Report and Closeout of Study	A, C	R	I	County is responsible for the completion of the Study. RTC will review the final report to ensure it contains the materials required of all final reports and issue a project closeout letter to the Consultant.
Ensures Study complies with the scope and UPWP requirements	A	R	R	County and the Consultant are responsible for ensuring the Study complies with the approved scope and UPWP requirements. The RTC is accountable for confirming it does.