



NOTICE OF MEETING AND AGENDA

SOUTHERN NEVADA REGIONAL PLANNING COALITION

NOTICE IS HEREBY GIVEN that a meeting of the Southern Nevada Regional Planning Coalition Board has been called and will be held at 4:00 p.m., Tuesday, April 27, 2021.

Due to the Governor's Declaration of Emergency Directive on Public Meetings, Clark County will not provide a physical location for the public to attend the meeting of the Southern Nevada Regional Planning Coalition Board scheduled on the date and time above.

The WebEx meeting is available at:

<https://clarkcountynv.webex.com/clarkcountynv/onstage/g.php?MTID=ef5cf1bfd0334c740cddb5402a5714fe>

If you wish to comment on an agenda item, you may send an email to zoning@clarkcountynv.gov. Please include the item number in the "subject" portion of email. Also provide your name in the email and indicate whether you would like your comment publicly read at the hearing or submitted into the record without being read. Only the first 50 words of each comment will be read at the hearing. The entire comment will be included on the written record for the item.

1. **Call to Order.**
2. **Roll Call and Compliance with the Open Meeting Law.**
3. **Public Comment.** Comment during this portion of the agenda must be limited to matters on the agenda for action.
4. Approval of the Agenda for April 27, 2021 meeting of the SNRPC. (For possible action)
5. Approve the Minutes of the February 23, 2021 SNRPC meeting. (For possible action)
6. **Consent Item(s):** (For possible action – Items on the Consent Agenda may be taken in on motion unless removed for discussion or other reason.)
 - a. **Receive a progress report from the Regional Trails and Open Space Workgroup.**
(Take appropriate action) *Recommended action – Approve all consent items.*
7. Facilitation Services for the SNRPC Regional Open Space and Trails Workgroup Fiscal Year 2021/2022. (For possible action)
8. Consideration of an agreement with CBER for the production of a Clark County Population Forecast.

(For possible action)

9. **Citizens Participation.** Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the Board. No subject may be acted upon by the Board that subject is on the agenda and is scheduled for action.

10. **Adjournment.**

Please be aware of the following: that items on the agenda may be taken out of order; the SNRPC Board may combine two or more agenda items for consideration; the SNRPC Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time; and the SNRPC Board may impose a time limit for speaking on an item on the agenda where public comment or testimony is allowed.

Notice to persons with special needs: For those requiring special assistance or accommodation at the meeting, please contact Jenny Penney at (702) 455-5019 at least 72 hours in advance. “Relay Nevada”, a service provider for hearing or speech impaired persons, may be contacted by dialing 7-1-1.

AGENDA POSTING

Notice/Agenda was posted per Nevada Open Meeting Law requirements at the following locations:

Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, NV
City of Las Vegas, 495 S. Main Street, Las Vegas, NV
City of North Las Vegas, 2250 Las Vegas Boulevard N., North Las Vegas, NV
City of Henderson, 240 S. Water Street, Henderson, NV
City of Boulder City, 401 California Avenue, Boulder City, NV
Clark County School District, 5100 W. Sahara Avenue, Las Vegas, NV
www.SNRPC.org

Agenda and back up materials can be found on the SNRPC.org website or obtained upon request. Contact Jenny Penney at (702) 455-5019 or Jennifer.Penney@ClarkCountyNV.gov upon request.

MEETING MINUTES
COALITION BOARD

SOUTHERN NEVADA REGIONAL PLANNING COALITION

February 23, 2021

In attendance: Commissioner Justin Jones, Chair, Clark County
Councilman Brian Knudsen, Vice Chair, City of Las Vegas
Councilman Scott Black, City of North Las Vegas
Councilwoman Claudia Bridges, City of Boulder City
Councilwoman Olivia Diaz, City of Las Vegas
Councilman Dan H. Stewart, City of Henderson
Commissioner Tick Segerblom, Clark County
Councilman Dan Shaw, City of Henderson
Trustee Katie Williams, Clark County School District

Absent: Councilman Richard Cherchio, City of North Las Vegas

Agenda Item 1. Call to Order; notice of agenda conformance with Nevada Open Meeting Law Requirements

The meeting of the Southern Nevada Regional Planning Coalition Board was called to order by Commissioner Jones of Clark County at 4:11 P.M., on Tuesday, February 23, 2021, by WebEx.

Agenda Item 2. Roll Call

Members of the SNRPC Coalition Board, as listed above, were present at the time of roll call, with the exception of Councilman Richard Cherchio, City of North Las Vegas.

Agenda Item 3. Public Comment

No public comment was made.

Agenda Item 4. Approval of the Agenda for February 23, 2021

A motion was made by Commissioner Segerblom to approve the agenda for the February 23, 2021 meeting. The motion was approved unanimously.

Agenda Item 5. Approval of the Minutes for the November 24, 2020 meeting.

A motion was made by Commissioner Segerblom to approve the minutes for the November 24, 2020 meeting. The motion was approved unanimously.

Agenda Item 6. Receive an update from the Regional Trails and Open Space Workgroup.

Johanna Murphy with the City of North Las Vegas and Chair of Regional Open Space and Trails working group and Almendra Johnson with Get Outdoors Nevada briefly went over the updates of their activities.

Johanna Murphy stated that ROST has been meeting virtually, their attendance has been great, and there are 20 members participating at the monthly meetings. Topics that have been addressed at their meetings were National Park Service – River, Trails & Conservation Program, Desert National Wildlife Refuge Update, Proposed Avi Kwa Ame National Monument, Great American Outdoors Act, Land and Water Conservative Fund, City of North Las Vegas Wayfinding Program, Phase 1 signage Installation Project, and SNPLMA Round 18. Planning and Program Adjustments, Responding to State Directives regarding COVID-19. UNLV Bicycle & Pedestrian Plan, City of Henderson AARP Community Challenge Grant Implementation, and Jurisdiction Update. In addition to what was presented on the slide, ROST is focused on individual members implementation of the work completed apart of the group activity.

In 2017, ROST developed a Neon to Nature Wayfinding guide and in 2019, an appendix was added for the signage for the Las Vegas Valley Rim Trail. In 2020, the City of North Las Vegas developed a city-wide wayfinding sign program based on the Neon to Nature Guide. In addition to developing the city-wide guide and in partnership with the Southern Nevada Health District, funding was received through the REACH grant, and the city was able to install Phase 1 signs in the downtown area which included about 65 signs. These signs highlight 10-minute walks to the park, open spaces, recreational centers, and City Hall.

The City of Henderson gave a presentation regarding their AARP community grant challenge, and they were awarded a grant to transform Army Street into a colorful and vibrant public space in Downtown Henderson. Benches were painted to give a color pop to the downtown area and were painted by different artists.

UNLV gave a presentation to ROST regarding their 2020 Master Plan Update. The ROST group found this interesting because of the implementation of the bicycle circulation plan for the campus.

Johanna Murphy stated that these are some of the exciting things that happened with their partners in 2020.

Johanna Murphy showed the latest Neon to Nature Regional Trails Map 2019-2020 and stated that ROST keeps track of the new construction of trails throughout the valley so they can be incorporated in their next map update. New trails are added to the Neon to Nature Map app regularly, and there have been over 17,000 downloads of the app since its inception in 2014, averaging about 215 downloaded a month.

Almendra Johnson with Get Outdoors Nevada introduced herself as the new Facilitator. Ms. Almendra Johnson stated that they will be working with the Southern Nevada Health District to update the app and the Neon to Nature Map that will include a Spanish translation. They will hire a contractor to work on including the Spanish translation into the app.

ROST recently had a presentation from the RTC on their walkability study, and each partner was

provided a link to start sharing and receive community engagement.

They met with The Westside Historical District and gained information about the Pioneer Trail and some of the work they are doing on the trail.

The Native Pollinator Habitat program has a couple new sites in North Las Vegas; Cheresa Taing with Get Outdoors Nevada will share with the ROST group.

Almendra Johnson stated that she is a part of the UNLV Active Transport class and they are working on a trail assessment project where students will go out into the community as part of their virtual learning module.

Almendra Johnson went over the update to Get Outdoors Nevada Day. Boulder City Chamber of Commerce started their meetings and discussed what it will look like. There are no other details to give at this time of what the event will look like in partnership with the Jamboree event the weekend of May 1st.

An additional topic that will be covered this year are updates to the Vegas Valley Rim Trail, and each jurisdiction is invited to present on different projects and grants they are working on.

Chairman Jones congratulated Almendra Johnson on her new position and gave a shoutout to Mauricia Baca who recently took a new position as Executive Director of Nature Conservancy. In regard to SNPLMA Round 18, the partners working group, which is the second level of the approving process, met last week, and their recommendations will be made public on Monday, March 1, 2021. It will include some of the trails programs that have been proposed, and then it will go to the Executive Committee before May.

Agenda Item 7. Discussion to approve the FY 2021-2022 SNRPC Work Plan and Budget.

Mario Bermudez with Clark County went over the budget and work plan. The budget includes a carry over from the end of the fiscal year of \$89,000. After deducting the workplan of \$63,000 and an administrative cost of roughly \$18,000, there will be a fund balance of \$8,600 at the end of the next fiscal year. They will not seek any contributions for the fiscal year of 2021-2022. The work projects that SNRPC has for this year are the continuation of the ROST implementation and CBER population forecast which is approximately \$13,000/yr and is an ongoing project with a 3-year contract.

Councilman Stewart asked for clarification on the work project at \$63,000 including Open Trails.

Mario Bermudez stated that he was correct, the Regional Open Space Plans budget is \$49,500 and the CBER budget is \$13,500, bringing the total of both projects to \$63,000.

Councilman Stewart asked for clarification on what the \$18,000 is for.

Mario Bermudez stated that it is administrative cost and is \$17,839.00. It is the reimbursement to Clark County for the Secretarial position, City of Henderson for hosting the website, and for minor supplies.

Councilman Stewart stated that he doesn't remember SNRPC reimbursing the City of Henderson.

Mario Bermudez stated that the cost always has been included.

Chairman Jones stated that at the last meeting they voted to not to move forward with some of the actions they talked about. He has had discussions with the RTC about taking over some of the functions of the SNRPC, and the discussions are ongoing. If it moves forward, the budget will be affected.

A motion was made by Commissioner Segerblom to approve the FY 2021-2022 SNRPC Workplan and Budget. The motion was approved unanimously.

Agenda Item 8. Citizens Participation. Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the Board. No subject may be acted upon by the Board that subject is on the agenda and is scheduled for action.

No citizens participation occurred.

Agenda Item 8. Adjournment

The meeting was adjourned at 4:28 P.M.



**SOUTHERN NEVADA REGIONAL
PLANNING COALITION
AGENDA ITEM - #6**

TYPE OF MEETING: COALITION BOARD
MEETING DATE: April 27, 2021

SUBJECT	Regional Open Space & Trails Workgroup Progress Report
SPONSORED BY	City of North Las Vegas
AGENDA ITEM DESCRIPTION	Receive a progress report from the Regional Trails and Open Space Workgroup.

VOTE PROCEDURE (if applicable):

- Majority
- Super Majority (2/3, for budgets, expenditures, or contracts that create legal obligations)

FISCAL IMPACT:

No Impact Impact Estimated total: Per entity cost:

BACKGROUND INFORMATION:

The Regional Open Space & Trails Workgroup (ROST) is a workgroup of the SNRPC where the members collaborate on development and promotion of the Southern Nevada Regional Trails and Open Space System referred to as Neon to Nature. The membership includes representatives from 15 different governmental agencies (local, regional and federal).

The primary purpose of ROST is to improve quality of life and community character by providing an interconnected trail and open space system that links residential, civic, and commercial business to parks, open spaces and recreational facilities. Inherent in this primary purpose is also a desire to create a healthier population by strengthening the connection between trails and community health.

ROST has been focused on information sharing and several projects. Staff will provide a progress report of the workgroup’s recent activities.

SUPPORTING DOCUMENTATION:

FY 20/21 ROST Accomplishments Report

RECOMMENDED MOTION:

Receive the FY 20/21 ROST Accomplishments Report.

Contact Information: Name: Johanna Murphy Phone Number: 702-633-2200

Southern Nevada Regional Planning Coalition's Regional Open Space & Trails Workgroup

Chartered Purpose: Serve as a catalyst for action in order to establish a regional open space and trails system in the Las Vegas Valley, and to coordinate trail connectivity throughout the Las Vegas Valley, including local, regional and federal jurisdictions.

Our Goals:

- Provide a forum for sharing information for mutually challenging issues.
- Coordinate design and development regarding trail and trailhead design to encourage consistency between jurisdictions.
- Provide input on current open space and trails planning processes.
- Update and maintain the Regional Trails Plan, including the following components: 1) identify and prioritize critical trail connections between agencies, focusing on coordination at the interface of federal lands and the urbanized areas, 2) develop timelines for the implementation of these connections, and 3) identify controlled access points.
- Identify projects for upcoming SNPLMA funding rounds that meeting regional open space and trails system.
- Develop a shared understanding of the SNRPC Regional Open Space Plan.
- Work together to support local and federal land planning processes and encourage consistence at the “front end”, encourage coordination between federal and local plans.
- Build a bridge between SNRPC and SNAP.
- Raise the awareness of the importance of a regional open space and trails system and its relationship to community livability.
- Research options and strategies for the operations and management of regional open space and trails.
- Identify trail and open space opportunities through coordination with the Clark County Regional Flood Control District Master Plan.



VEGAS VALLEY RIM TRAIL

SNRPC Regional Open Space & Trail Workgroup

FY 2020/2021 Accomplishments

- ◆ Workgroup members coordinate and share with each other regarding development of new trails and open space for improved resident experience and better deployment of resources
- ◆ Presentations/discussions at Workgroup meetings on agency open space and trail planning initiatives:
 - National Park Service – Rivers, Trails & Conservation Program
 - Desert National Wildlife Refuge Update
 - Proposed Avi Kwa Ame National Monument
 - Great American Outdoors Act
 - Land and Water Conservation Fund
 - SNPLMA Round 18 Projects
 - City of North Las Vegas Wayfinding Program and Phase 1 Signage Installation Project
 - Planning and program adjustments responding to Nevada State directives regarding COVID-19
 - UNLV Campus Master Plan Update 2020 including Bicycle Circulation
 - City of Henderson AARP Community Challenge Grant Recipient Implementation Project
 - City of North Las Vegas Title 17 Bicycle Parking Facility Requirement Update
 - Arizona / Nevada Sun Corridor Trail Initiative will extend from Douglas, AZ to Las Vegas, NV
 - UNLV Trails Assessment Student Project
- ◆ Hosted a Get Outdoors Nevada Day information exhibit at the Boulder City Jamboree May 1st and 2nd, 2021.
- ◆ Tracked current and planned trails for future updates to the Neon to Nature Regional Trails Map and App.
- ◆ ROST meetings involve jurisdictions throughout Las Vegas Valley (City of Boulder City; City of Henderson; City of Las Vegas, City of North Las Vegas, City of Mesquite; Clark County); federal agencies (FWS, BLM, NPS, USDA Forest Service); and a number of agencies in the Valley (Clark County School District; Southern Nevada Health District; Regional Transportation Commission)
- ◆ Provided Workgroup progress reports to SNRPC

SNRPC Regional Open Space & Trail Workgroup

What's Next?

Increasing information about and access to Open Space & Trails

- ◆ Plan next Get Outdoors Nevada Day Celebration in collaboration with Boulder City Spring Jamboree.
- ◆ Participate in the Regional Transportation Committee's Walkability Study.
- ◆ Vegas Valley Rim Trail coordination.
- ◆ Arizona/Nevada Sun Corridor Trail coordination.
- ◆ Track updates for the Neon to Nature Regional Trails Map and App.
- ◆ Collaborate with UNLV's Trail Data Collection Assessment Project and Trails Count Update Project.
- ◆ Distribution of the Neon to Nature Regional Trails Map.
- ◆ Work together to identify new grant and partnership opportunities.
- ◆ Monitoring trails to assess use and impacts of Neon to Nature Regional Trails System.
- ◆ Workgroup members coordinate and share with each other regarding development of new trails and open space for improved resident experience and better deployment of resources.
- ◆ Expanding volunteerism and community stewardship on our trails systems.



**SOUTHERN NEVADA REGIONAL
PLANNING COALITION
AGENDA ITEM - #7**

TYPE OF MEETING: COALITION BOARD
MEETING DATE: April 27, 2021

SUBJECT	Regional Open Space and Trails Workgroup Facilitation Agreement
SPONSORED BY	City of North Las Vegas
AGENDA ITEM DESCRIPTION	Facilitation Services for the SNRPC Regional Open Space and Trails Workgroup Fiscal Year 2021/2022

VOTE PROCEDURE (if applicable):

- Majority
- Super Majority (2/3, for budgets, expenditures, or contracts that create legal obligations)

FISCAL IMPACT:

No Impact Impact Estimated total: \$12,000 Per entity cost: funded in FY 21/22 budget

BACKGROUND INFORMATION:

The Regional Open Space & Trails Workgroup (ROST) is a workgroup of the SNRPC where the members work in partnership to develop and promote the Southern Nevada Regional Trail System referred to as Neon to Nature. The membership includes representatives from 15 different governmental agencies (local, regional and federal) with the primary purpose to improve the quality of life and community character by providing an interconnected trail and open space system that links residential, civic, and commercial business to parks, open spaces and recreational facilities. Inherent in this primary purpose is also a desire to create a healthier population by strengthening the connection between community health and trails.

The service agreement with the Outside Las Vegas Foundation d.b.a. Get Outdoors Nevada (GON) is to provide meeting facilitation services for the Regional Open Space and Trails Workgroup for Fiscal Year 2021/2022. GON prepares agendas, schedules guest speakers, facilitates monthly meetings and takes minutes for ROST. In addition, GON assists the Workgroup in identifying objectives by revisiting the SNRPC Action Plan and developing the work plan for the upcoming year. GON also provides biannual updates regarding the activities of the Workgroup to the Technical Committee and Coalition Board.

SUPPORTING DOCUMENTATION:

Regional Open Space and Trails Workgroup Facilitation Services Contract

RECOMMENDED MOTION:

Approve the Facilitation Services Agreement.

Contact Information: Name: Johanna Murphy Phone Number: 702-633-2200

**AGREEMENT BETWEEN THE SOUTHERN NEVADA REGIONAL
PLANNING COALITION AND OUTSIDE LAS VEGAS FOUNDATION DOING
BUSINESS AS GET OUTDOORS NEVADA**

July 2021 to June 2022

THIS AGREEMENT (this “Agreement”) is dated this ____ day of _____, 2021 by and between the Southern Nevada Regional Planning Coalition (hereinafter the “SNRPC”), having its principal office at 500 S. Grand Central Parkway, Las Vegas, Nevada 89155, and Outside Las Vegas Foundation, doing business as Get Outdoors Nevada, a Nevada non-profit corporation (the “Services Provider”) having its principal office at 21 North Pecos Road, Suite 106, Las Vegas, NV 89101.

RECITALS

A. The SNRPC desires that the Regional Open Space & Trails Workgroup (“ROST”) meetings have consistent coordination and facilitation to ensure clear communications among the participating agencies and jurisdictions.

B. The Services Provider is experienced in and qualified to provide these services.

C. The SNRPC desires to have the Services Provider perform facilitation and coordination services as described in the attached Scope of Work, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SNRPC and the Services Provider agree to the following terms, conditions and covenants:

**SECTION ONE
RESPONSIBILITY OF SERVICES PROVIDER**

The Services Provider has the following responsibilities:

1.1. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, and by any of the principals, officers, employees and agents of Services Provider or any subconsultant under this Agreement.

1.2. The Services Provider shall designate Rachel Bergren, Executive Director of the Outside Las Vegas Foundation, as Project Manager. All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Project Manager or by the Services Provider’s officers, employees, and subconsultants under the personal supervision of the Project Manager.

1.3. The Services Provider agrees that its officers and employees will cooperate with the SNRPC in the performance of its obligations under this Agreement and will be available for consultation with the SNRPC within a reasonable time with advance notice from a request from Johanna Murphy or her authorized designee.

1.4. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, or any other real or personal property of the SNRPC without the SNRPC's prior written consent.

1.5. The Services Provider shall not send any correspondence related to the Project to a third party without the SNRPC's prior written approval.

SECTION TWO RESPONSIBILITY OF SNRPC

The SNRPC has the following responsibilities:

2.1. The SNRPC will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider at such reasonable times with advance notice as to not conflict with their other responsibilities.

2.2. In the event the SNRPC is required to review or respond to any submissions from the Services Provider, the SNRPC will conduct its review and/or provide its response within thirty (30) days following receipt by the SNRPC of the Services Provider's submissions. The SNRPC's review of such submissions does not relieve the Services Provider of responsibility for the accuracy and completeness of such submissions.

2.3. The SNRPC shall assemble selected data and information related to the Project and provide the same to the Services Provider. The data and information to be provided by the SNRPC is identified as follows:

A. Electronic files regarding locations of trails, names, and alignments (pdf) (If requested);

B. SNRPC logo for use in ROST work plan projects (as appropriate);

C. Other information as necessary and relevant to the facilitation of the ROST Work Group (if requested).

2.4. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information which the Services Provider deems necessary.

SECTION THREE SCOPE OF WORK

3.1. The Services Provider shall perform all services as detailed in the attached Scope of Work described on the attached Exhibit A, which is hereby incorporated by this reference.

3.2. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the Services Provider for changes to the Scope of Work without the prior written authorization of the SNRPC to proceed with such changes.

3.3. No additional compensation shall be paid to Services Provider for additional costs incurred by, or delay caused by, the Services Provider or any subconsultant, officer, employee, or agent of the Services Provider.

SECTION FOUR PAYMENT TERMS

4.1. Subject to any provisions of this Agreement concerning payment, the SNRPC shall pay the Services Provider for the entirety of the Scope of Work an amount not to exceed Twelve Thousand Dollars and no/100 (\$12,000.00), which amount shall be paid pursuant to this Section. The Services Provider shall be paid \$1,000 per month for these services. The Services Provider shall submit monthly invoices on or before every 5th day of the month for the previous month's services.

4.2. Payment to the Services Provider shall be made within thirty (30) days after the SNRPC receives an invoice provided by the Services Provider to the SNRPC, provided that such invoice is complete, correct, and undisputed by the SNRPC, and that it contains all of the information requested by the SNRPC.

SECTION FIVE REPRESENTATIONS AND WARRANTIES

5.1. The Services Provider represents and warrants the following:

A. The Services Provider is a duly formed and validly existing Nevada non-profit corporation and is in good standing pursuant to the laws of the State of Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The Services Provider shall require that each agent or subconsultant performing any portion of the Scope of Work shall be required to comply with all obligations of the Services Provider to the SNRPC under this Agreement.

5.2 In the performance of services under this Agreement, the Services Provider and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the SNRPC. Nothing contained in this Agreement or any subcontract awarded by the Services Provider shall create a partnership, joint venture or agency with the SNRPC. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

5.3 The representations and warranties made by the Services Provider survive the termination or expiration of the Agreement.

SECTION SIX INSURANCE

6.1 The Services Provider shall procure and maintain at all times during the performance of the Project, at its own expense, the following insurances:

A. Workers' Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the SNRPC or the Services Provider.

B. Service Provider shall maintain Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed to include the SNRPC as an additional insured.

6.2 Services Provider shall deliver certificates of insurance indicating that such insurance is in effect to the SNRPC before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. The Services Provider shall provide the SNRPC with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by the Services Provider.

6.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

A. Waive subrogation against the SNRPC, its officers, agents, servants and employees;

B. Provide that they are primary and noncontributing with any insurance which the SNRPC may carry;

C. Include or be endorsed to cover the Services Provider's contractual liability to the SNRPC;

D. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the SNRPC.

SECTION SEVEN EVENT OF DEFAULT

7.1. As used herein, "Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by the Services Provider, or any breach of this Agreement, which the Services Provider fails to remedy within thirty (30) days after written notice to the Services Provider.

7.2. A breach of this Agreement includes, without limitation, any of the following: (a) if the Services Provider is unable to obtain or maintain any governmental authorizations necessary to perform its obligations under this Agreement, (b) if the Services Provider fails to provide the SNRPC with proof of insurance coverage as required by this Agreement, (c) if any resume, statement of qualifications or representations and warranties of the Services Provider, given to the SNRPC by the Services Provider, was materially false when given, and (d) any Event of Default.

SECTION EIGHT TERMINATION

8.1. The SNRPC may terminate this Agreement, with or without cause, upon fourteen (14) calendar days' prior written notification of the termination to the Services Provider. Notification to the Services Provider of such termination shall be sent by the SNRPC in accordance with Section 10. Upon such termination, the SNRPC agrees to pay the Services Provider the reasonable value for all work and services performed to the date of termination.

8.2. The SNRPC may, upon written notice to the Services Provider, terminate this Agreement immediately "for cause" upon an Event of Default. Upon such termination, all rights and obligations of the parties hereunder shall cease and the SNRPC shall not be liable to the Services Provider for any cost or expense for preparing for the Project from the date of default.

SECTION NINE INDEMNIFICATION

funds to continue the function performed by the Services Provider obtained under this Agreement, this Agreement will be terminated when appropriate funds expire.

11.3. Assignment of this Agreement to a subconsultant by the Services Provider without the prior written consent of the SNRPC is void and a breach of this Agreement.

11.4. The failure to enforce or the delay in enforcement of any provision of this Agreement by one of the parties is not a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.5. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, all remaining terms of this Agreement not held invalid, void or unenforceable shall continue in full force and effect. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

11.6. In the event any action is commenced by either party against the other in connection herewith, the prevailing party shall be entitled to its costs but not attorneys' fees. This Section 11.6 shall survive the expiration of this Agreement until the applicable statutes of limitation expire.

11.7. This Agreement constitutes the entire Agreement between the parties regarding the Project and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

11.9. All diagrams, address lists, photographs, videos, images or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of this Agreement are deemed to be a "Work Made for Hire" and are the property of the SNRPC, except to the extent such is not allowed by applicable legal requirements.

11.10. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and other matters that by their terms survive the termination.

11.11 It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to bring a suit to enforce the terms of this Agreement, or to maintain a suit for personal injuries or property damages pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the SNRPC and the Services Provider have caused this Agreement to be executed the day and year first above written.

SNRPC,

a Nevada coalition of public entities.

By: _____
SNRPC Chairperson

Attest:

By: _____
SNRPC Project Manager

OUTSIDE LAS VEGAS
FOUNDATION, DOING BUSINESS AS
GET OUTDOORS NEVADA,
a Nevada non-profit

By: _____
Name: Rachel Bergren
Title: Executive Director

Date

EXHIBIT A

SCOPE OF WORK

SNRPC - ROST COORDINATION AND FACILITATION

SCOPE OF WORK

JULY 2021 THRU JUNE 2022

The Services Provider shall:

- ROST General Meetings are to be held on a monthly basis either in person or through conference call / video conference, unless otherwise agreed to by the ROST members and the ROST Chair.
- Schedule and facilitate and special project meetings as necessary.
- Identify objectives of the Workgroup for the fiscal year. While the SNRPC Regional Open Space Plan establishes an action plan, this was not completed in collaboration with federal agencies, which may have alternative objectives or priorities. The Services Provider will revisit the Action Plan with the entire group and establish objectives for the upcoming year.
- Communicate meetings to participants.
- Maintain ROST email list for communications.
- Develop agenda for ROST meetings.
- Provide a forum for sharing information regarding ongoing open space and trails planning processes.
- Facilitate the identification of trail connections between agencies and the completion of the regional trails system. Assist in the identification of projects for upcoming SNPLMA funding rounds that meet regional open space planning objectives.
- Prepare trail and open space materials for posting on the Neon to Nature, SNRPC and other agency websites as appropriate.
- Work with partners to update the inventory and monitoring of trails to assess use and impacts of Neon to Nature Trail System.
- Maintain meeting notes and distribute notes to participants.
- Meet with individual ROST members as necessary to accomplish work plan project tasks.
- Respond to information requests from ROST members and participating jurisdictions, agencies and stakeholders.
- Provide biannual update to established Boards and Committees in order to demonstrate progress and solicit input from community leaders.
- Update materials as needed.



SOUTHERN NEVADA REGIONAL PLANNING COALITION AGENDA ITEM - #8

TYPE OF MEETING: COALITION BOARD
MEETING DATE: April 27, 2021

Table with 2 columns: Field Name (SUBJECT, SPONSORED BY, AGENDA ITEM DESCRIPTION) and Field Value (Renewal of Agreement for Annual Clark County Long-Range Population Forecasts, Planning Directors, Consideration of One-year Renewal of the Agreement to produce a Clark County Population Forecast.)

VOTE PROCEDURE (if applicable):

- Majority
[X] Super Majority (2/3, for budgets, expenditures, or contracts that create legal obligations)

FISCAL IMPACT:

No Impact [X] Impact Estimated total: \$13,500

BACKGROUND INFORMATION:

This is a one-year renewal letter for the Agreement for the Production of an Annual Long-Range Population Forecast by the University of Nevada, Las Vegas, Center for Business and Economic Research (Agreement) among the Southern Nevada Regional Planning Coalition, Regional Transportation Commission, the Southern Nevada Water Authority and the University of Nevada, Las Vegas, dated October 15, 2020. This one-year renewal provides for the preparation of a long-term population forecast by the Center for Business and Economic Research (CBER) by June 30, 2022. The CBER population forecast will be prepared in coordination with the signatories and provide vital information for use by the SNRPC members. The option to renew the agreement for an additional one-year period remains.

SUPPORTING DOCUMENTATION:

One-year Renewal Letter and Agreement

RECOMMENDED MOTION:

Approve the One-Year Renewal Letter.

Contact Information: Name: Phone Number:

March 10, 2021

Quentin Murrel, Financial Research Administrator, Office of Sponsored Programs
Stephen M. Miller, Director, Center for Business and Economic Research
Board of Regents, Nevada System of Higher Education
on behalf of the University of Nevada, Las Vegas
4505 Maryland Parkway, Mail Stop 1451055
Las Vegas, Nevada 89154-1037

SUBJECT: RENEWAL OF AGREEMENT FOR THE PRODUCTION OF AN ANNUAL
LONG-RANGE POPULATION FORECAST BY THE UNIVERSITY OF
LAS VEGAS, NEVADA, CENTER FOR BUSINESS AND ECONOMIC
RESEARCH

Dear Mr. Murrel and Mr. Miller:

On October 15, 2020, Southern Nevada Regional Planning Coalition ("SNRPC"); the Regional Transportation Commission of Southern Nevada ("RTC"); Southern Nevada Water Authority ("SNWA"); and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas Center for Business and Economic Research ("CBER") executed the *Agreement for the Production of an Annual Long-Range Population Forecast by the University of Las Vegas, Nevada, Center for Business and Economic Research* ("Agreement"). The Agreement's initial one-year period of performance will conclude on June 30, 2021. Pursuant to Section 2 of the Agreement SNRPC, RTC, and SNWA have the option to renew for two additional one-year periods by providing written notice to CBER prior to the expiration of a one-year term.

Pursuant to Section 2 of the Agreement, this letter provides written notice to CBER that SNRPC, RTC, and SNWA are exercising the option to renew the Agreement for an additional one-year period. Accordingly, the Agreement will remain in effect for the period of July 1, 2021, through June 30, 2022, with the option to renew for a final one-year period. Further, this letter is made and delivered in accordance with Section 6.H of the Agreement, which allows the written notice to be personally delivered or mailed. All terms and conditions in the Agreement will remain the same during the option period of July 1, 2021 through June 30, 2022.

Thank you for the services you provide. We look forward to continuing this productive endeavor with you over the coming year. Please feel free to contact Ayoub Ayoub at (702) 862-3709 with any questions.

Sincerely,

Chetan Champaneri

Chetan Champaneri
Sr. Purchasing Analyst

CC:lmv

Enclosure

With Concurrence By:

SOUTHERN NEVADA REGIONAL PLANNING COALITION

By: _____
Justin Jones, Chair

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: _____
M.J. Maynard, Chief Executive Office

AGREEMENT
FOR THE PRODUCTION OF AN ANNUAL LONG-RANGE POPULATION FORECAST
BY THE UNIVERSITY OF NEVADA, LAS VEGAS, CENTER FOR BUSINESS AND
ECONOMIC RESEARCH

THIS AGREEMENT, effective as of the 15th day of October, by and among the Southern Nevada Regional Planning Coalition (“SNRPC”); the Regional Transportation Commission of Southern Nevada (“RTC”); the Southern Nevada Water Authority (“SNWA”), a political subdivision of the State of Nevada; and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Center for Business and Economic Research (“UNLV”), a public institution of higher education.

WHEREAS, SNRPC, RTC, and SNWA are undertaking certain activities necessary for the planning execution of a project; and

WHEREAS, SNRPC, RTC, and SNWA desire to engage UNLV to render certain professional advice and assistance in connection with such undertakings of the SNRPC, RTC, and SNWA; and

WHEREAS, Regional Economic Models, Inc. (“REMI”) publishes a computer software program entitled “Policy Insight” (the “Software”) that can be used to generate year-by-year estimates of the regional effects of certain policy initiatives. Reports created using the Software have been used in SNRPC, RTC, and SNWA regional planning and analysis documents and are widely used and accepted throughout the United States; and

WHEREAS, UNLV conducts research and collects data (collectively, “Data”) that may be used to generate certain reports using the Software.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** UNLV shall produce one (1) annual forecast (the “Forecast”) using the most current version of the Software publicly available. The Forecast will address population and employment in Clark County, Nevada and will include projections in yearly increments for a period of thirty (30) years, or other time period as agreed by the parties. UNLV will consult with SNRPC, RTC, SNWA, and others as UNLV deems necessary to produce the Forecast and shall provide copies in electronic form to all parties.
2. **Agreement Period.** The period covered by this Agreement shall commence on the effective date and end June 30, 2021. SNRPC, RTC, and SNWA shall have the option to renew for two additional one-year periods and shall exercise the option by providing written notice to UNLV at any time before the expiration of the term of the agreement and subsequent renewal options.
3. **Performance Time Frame.** UNLV shall exercise reasonable efforts to produce the Forecast within six (6) months following the annual update of the Software by REMI.

4. Key Personnel

UNLV

Principal Investigator (PI)	Contractual Contact	Financial Contact
Dr. Stephen Miller	Contracts & Grants	Quentin Murrel
Director, CBER	Office of Sponsored Programs	Financial Research Administrator
Phone: 702-895-3969	Phone: 702-895-1357	Phone: 702-895-0528
stephen.miller@unlv.edu	ospcontracts@unlv.edu	quentin.murrel@unlv.edu

- 5. Method of Payment & Total Project Amount.** The SNRPC, RTC, and SNWA shall compensate UNLV for its services, however, it is expressly understood and agreed that in no event will the total to be paid exceed the sum of **\$40,500** for any one-year period. SNRPC, RTC, and SNWA will each be responsible for one third (1/3) of the total amount due.

Upon notification from UNLV's PI that the Forecast has been completed and received by SNRPC, RTC and SNWA, UNLV's Financial Contact agrees to generate separate invoices to SNRPC, RTC, and SNWA for one-third (1/3) of the total Agreement amount (\$40,500), an amount not to exceed \$13,500 per funding entity, no later than 30 days following delivery of the final draft of the Forecast. The SNRPC, RTC, and SNWA will individually make payment to UNLV within 30 days of receipt of the invoice.

Payments shall be made payable to the University of Nevada, Las Vegas and make reference to the Principal Investigator (Miller) and the Title of the Research (FY21 CBER Population Forecast). Payments must be submitted to:

Office of Sponsored Programs
University of Nevada, Las Vegas
4505 S. Maryland Parkway, Box 451055
Las Vegas, NV 89154-1055

6. General Terms and Conditions.

- A. Termination of Agreement.** The SNRPC, RTC, SNWA or UNLV shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Parties. In the event of an early termination of this Agreement in its entirety, UNLV shall be entitled to receive compensation from SNRPC, RTC, and SNWA equal to \$40,500 multiplied by the percentage of the current Forecast completed as of the termination date.
- B. Changes.** The SNRPC, RTC, and SNWA may, from time to time, request changes in the scope of services of UNLV to be performed hereunder. Such changes, including the increase or decrease in the amount of UNLV's compensation, which are mutually agreed upon between the SNRPC, RTC, SNWA, and UNLV, shall be in writing and upon execution shall become part of the Agreement.

- C. Assignability. Any assignment or attempted assignment of this Agreement by UNLV without the prior written consent of SNRPC, RTC, and SNWA shall be void; provided, however, that claims for money due or to become due to UNLV from the SNRPC, RTC, or SNWA under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be made prior to or concurrent with submitting any invoice for payment and shall be furnished in writing to the SNRPC, RTC, and SNWA.
- D. Audit. UNLV agrees to comply with the requirements of the Uniform Guidance 2 CFR Part 200. Notwithstanding any other conditions of this Agreement, the UNLV records which pertain to this Agreement will be made available upon reasonable request for audit by authorized personnel of SNRPC, RTC, and SNWA. The records will be retained for a period of three (3) years following final deliverable(s).
- E. Ownership of Data. UNLV shall retain all rights associated with its data. UNLV grants to SNRPC, RTC, and SNWA a non-exclusive license to make use of any data gathered or generated in connection with this Agreement.

Nothing in this Agreement grants to any Party any rights or interest in the other Parties' Background Intellectual Property. "Background Intellectual Property" means (1) all works of authorship created outside the scope of this Agreement and (2) potentially patentable discoveries conceived or first reduced to practice outside the scope of this Agreement.
- F. Governing Law. This Agreement shall be governed by the laws of the State of Nevada.
- G. Subcontractors. UNLV shall not subcontract this project without prior written approval by the SNRPC, RTC, and SNWA.
- H. Notices. Any notice concerning the terms and conditions of this Agreement from UNLV to the SNRPC, RTC, or SNWA shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

SNRPC Southern Nevada Regional Planning Coalition
 500 S. Grand Central Pkwy
 Las Vegas, Nevada 89155
 Attn: Jennifer Penny
 Phone: 455-5019 Fax: 380-9947

RTC Regional Transportation Commission of Southern Nevada
 600 S. Grand Central Parkway, Suite 350
 Las Vegas, NV 89106-4512
 Attn: Beth Xie
 Phone: 676-1722 Fax: 676-1518

SNWA Southern Nevada Water Authority
 100 City Parkway, Suite 700
 Las Vegas, NV 89106
 Attn: Ayoub Ayoub
 Phone: 862-3709 Fax: 875-7010

UNLV Office of Sponsored Programs
4505 S. Maryland Parkway, Box 451055
Las Vegas, NV 89154-1055
Attn: Lori M. Ciccone, Executive Director
Phone: 895-1357 Fax: 895-4379
Email: ospcontracts@unlv.edu

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Any party may change its address in reference to notices by written notification to the other parties.

7. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto.
8. **Independent Contractor.** UNLV is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by UNLV to perform work under the terms of the Agreement shall be and remain at all times, employees of UNLV for all purposes. UNLV, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of SNRPC, RTC, or SNWA. It is acknowledged by UNLV that SNRPC, RTC, and SNWA shall not:
 - A. Withhold income taxes, social security, or any other amount of any nature whatsoever.
 - B. Provide Industrial Insurance Coverage;
 - C. Provide sick or vacation leave, holiday pay, retirement benefits, or health, life, dental, long-term disability, or workers compensation insurance benefits, to UNLV, its agents or employees; or
 - D. Provide unemployment Compensation Coverage if the requirements of NRS 612.085 for Independent Contractors are met.
9. **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, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemics, quarantines, pandemics 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 promptly perform in accordance with the terms of the Agreement after the intervening cause ceases to exist. The parties agree to promptly notify the other party of any condition that might interfere with performance of this Agreement. Notification shall not relieve the parties of any responsibilities hereunder.
10. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between SNRPC, RTC, SNWA, and UNLV and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written agreement signed by SNRPC, RTC, SNWA, and UNLV.

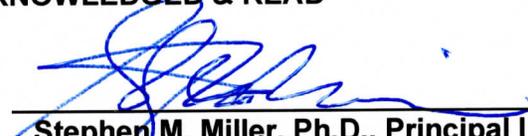
11. **Applicable Law and Venue.** Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions. The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.
12. **No Third-Party Rights.** This Agreement shall not be deemed to be for the benefit of, and does not create any causes of action for, any person or entity who is not a party hereto.
13. **Counterpart Signatures.** The parties hereby acknowledge that this Agreement may be executed in counterpart originals with like effect as if executed in a single original document.

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS

BY: 
Lori M. Ciccone, Executive Director
Office of Sponsored Programs

Date: 09/03/2020

ACKNOWLEDGED & READ

BY: 
Stephen M. Miller, Ph.D., Principal Investigator
Director, Center for Business & Economic Research

Date: 9/13/20

SOUTHERN NEVADA REGIONAL PLANNING COALITION

BY: _____
Justin Jones, Chair

Date: _____

REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA

BY: _____
M.J. MAYNARD, CHIEF EXECUTIVE OFFICER

Date: _____

SOUTHERN NEVADA WATER AUTHORITY

BY: 
John J. Entsminger
General Manager

Date: 10-15-2020

Approved as to form:


Tabitha D. Fiddymont
Director, Legal Services

**BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS**

Date:

BY: _____
**Lori M. Ciccone, Executive Director
Office of Sponsored Programs**

ACKNOWLEDGED & READ

Date:

BY: _____
**Stephen M. Miller, Ph.D., Principal Investigator
Director, Center for Business & Economic Research**

SOUTHERN NEVADA REGIONAL PLANNING COALITION

BY: _____
Justin Jones, Chair

Date:
Sept. 24, 2020

**REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA**

Date:

BY: _____
M.J. MAYNARD, CHIEF EXECUTIVE OFFICER

SOUTHERN NEVADA WATER AUTHORITY

Date:

BY: _____
**John J. Entsminger
General Manager**

Approved as to form:

**Tabitha D. Fiddymment
Director, Legal Services**

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Date:

BY: _____
Lori M. Ciccone, Executive Director
Office of Sponsored Programs

ACKNOWLEDGED & READ

Date:

BY: _____
Stephen M. Miller, Ph.D., Principal Investigator
Director, Center for Business & Economic Research

SOUTHERN NEVADA REGIONAL PLANNING COALITION

Date:

BY: _____
Justin Jones, Chair

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Date:

9/17/2020

BY: DocuSigned by:
M.J. Maynard
3CDC21B05FB8442... _____
M.J. MAYNARD, CHIEF EXECUTIVE OFFICER

SOUTHERN NEVADA WATER AUTHORITY

Date:

BY: _____
John J. Entsminger
General Manager

Approved as to form:



Tabitha D. Fiddlyment
Director, Legal Services