

**INTERLOCAL CONTRACT
BOULDER HIGHWAY, TULIP FALLS DRIVE TO WAGONWHEEL DRIVE**

THIS INTERLOCAL CONTRACT is made and entered into this 11TH day of July 2024, by and between Clark County, a political subdivision; the City of Las Vegas, a municipal corporation; the City of North Las Vegas, a municipal corporation; the City of Henderson, a municipal corporation hereinafter referred to individually as “CITY”; the City of Boulder City, a municipal corporation; and the City of Mesquite, a municipal corporation; hereinafter referred to individually as “ENTITY” or collectively as “ENTITIES,” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The RTC and the ENTITIES are hereinafter referred to individually as “PARTY” or collectively as “PARTIES.”

W I T N E S S E T H

WHEREAS, the CITY intends to commence the construction of Boulder Highway Tulip Falls Drive to Wagonwheel Drive, hereinafter referred to as “PROJECT;” and

WHEREAS, Nevada Revised Statutes (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, a Major Project is a project that is funded directly from the Regional Streets and Highways Fund prior to allocation of the funds to the ENTITIES; and

WHEREAS, it was agreed upon by the Executive Advisory Committee on May 30, 2024, that this is a Major Project; and

WHEREAS, the CITY will be the lead agency for the PROJECT; and

WHEREAS, the CITY has entered into Agreement PR188-24-063 with the Nevada Department of Transportation (NDOT); and,

WHEREAS, the CITY’s financial obligation from said agreement with NDOT will be covered by this Interlocal Contract; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to the construction of a dedicated, center-running transit system, conversion of the existing six-lane roadway to a four-lane roadway, pavement rehabilitation, signing, striping, lighting upgrades, landscaping, and Americans with Disabilities Act (ADA) enhancements for sidewalk, curb, and gutter improvements. In addition, this project

will increase safety along the corridor by reconfiguring lanes to incorporate Complete Streets elements such as rectangular rapid flashing beacons (RRFB) pedestrian crossings, and curb extensions (bulb-outs). The PROJECT is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Regional Streets and Highways Fund as outlined below:

1. The total cost for this contract shall not exceed \$30,000,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$0.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$30,000,000.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.
2. Preliminary engineering, design, and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition, and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The CITY’s Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.
5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.
6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2029. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. To the extent allowed by law, the CITY will be responsible for the actions or inactions of its officers and employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its officers, employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Interlocal Contract 3163 is effective as of the date first set forth above:

Date of Commission Action:

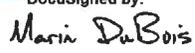
REGIONAL TRANSPORTATION COMMISSION

July 11, 2024

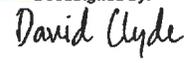
BY: DocuSigned by:

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RTC Chair

Attest

DocuSigned by:

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MARIN DUBOIS
Government Affairs Supervisor

Approved as to Form

DocuSigned by:

C20A409B6B774C0...
RTC Legal Counsel

Date of Council Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY: _____
TICK SEGERBLOM
Chair

Attest

LYNN MARIE GOYA
County Clerk

Approved as to Form

ASHLEY A. BALDUCCI
Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

Deputy City Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

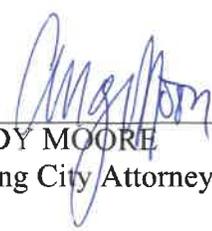
BY:

PAMELA A. GOYNES-BROWN
Mayor

Attest

JACKIE RODGERS
City Clerk

Approved as to Form



ANDY MOORE
Acting City Attorney

Date of Council Action:

CITY OF HENDERSON

BY:

RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest

MARIA GAMBOA
Director of Finance

JOSE LUIS VALDEZ, CMC
City Clerk

Approved as to Content:

Approved as to Form

LANCE M. OLSON, P.E.
Director of Public Works

NICHOLAS G. VASKOV
City Attorney

Date of Council Action:

CITY OF BOULDER CITY

BY: _____

JOE HARDY
Mayor

Attest

TAMI MCKAY
City Clerk

Approved as to Form

BRITTANY LEE WALKER, ESQ.
City Attorney

Date of Council Action:

CITY OF MESQUITE

BY:

ALLAN S. LITMAN
Mayor

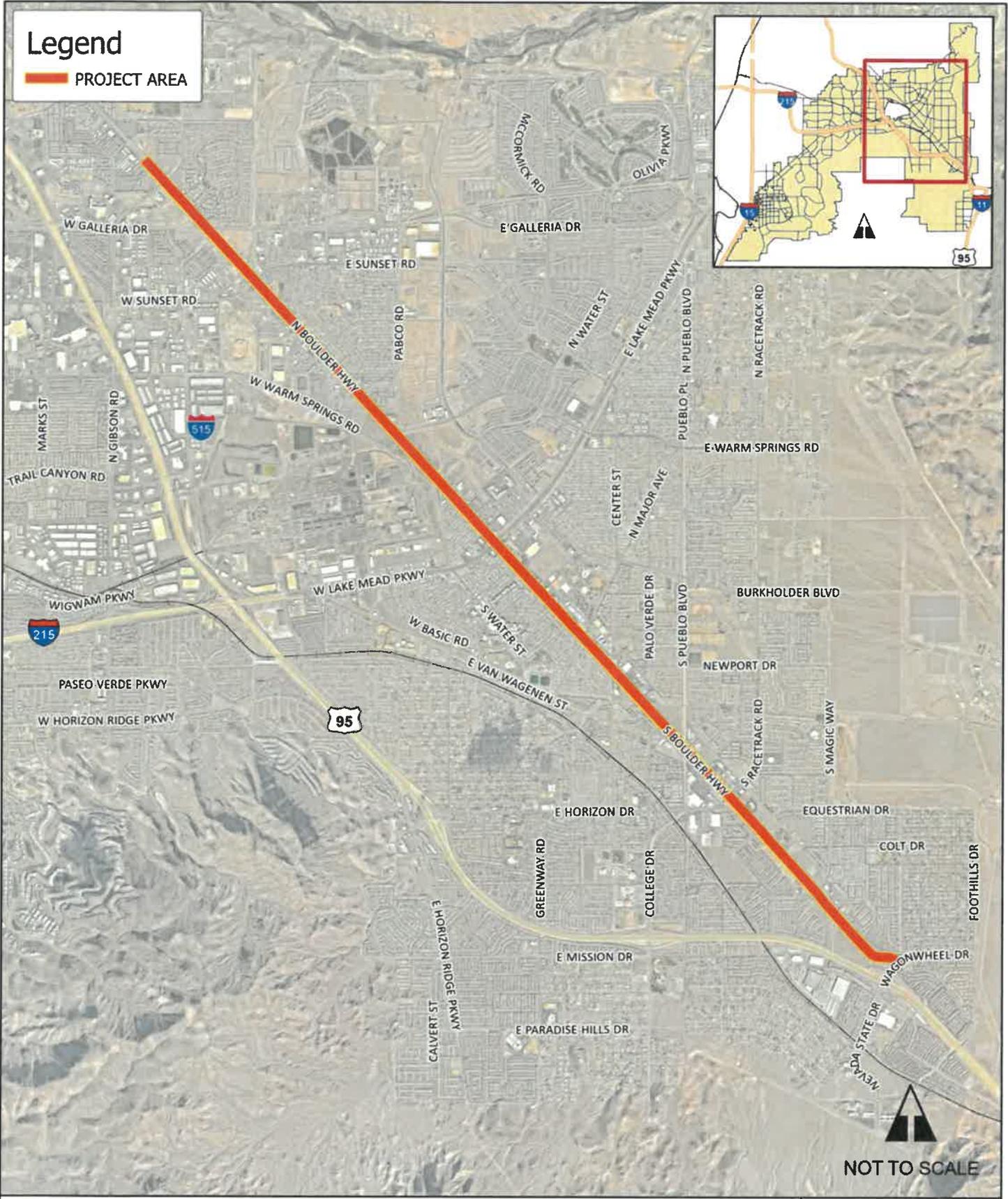
Attest

JULIE GOODSSELL
City Clerk

Approved as to Form

BRYAN J. PACK
City Attorney

Exhibit A



FILENAME: P:\projects\public_works\engineering\2024\RTC_ExhibitA_ReImagineBlDrHwy\RTC_ExhibitA_ReImagineBlDrHwy.aprx

SHEET 1 OF 1

HENDERS ON
PUBLIC WORKS - GEOSPATIAL SECTION
240 WATER STREET | BLDG 100 | BOULDER, CO 80501 | 727.287.1300

*This map is offered as a general reference guide only.
Neither warranty of accuracy is intended nor should
any be assumed.*

REIMAGINE BOULDER HIGHWAY - Wagonwheel Drive to Tulip Falls Drive