

**INTERLOCAL AGREEMENT
MARYLAND PARKWAY BUS RAPID TRANSIT: RUSSELL ROAD TO FREMONT
STREET**

THIS INTERLOCAL AGREEMENT ("Agreement") #1164 is made and entered into this 13TH day of February 2020, by and among the County of Clark, a political subdivision of the State of Nevada; the City of Las Vegas, a municipal corporation; the City of North Las Vegas, a municipal corporation; and the City of Henderson, 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" and collectively as "PARTIES".

W I T N E S S E T H:

WHEREAS, the RTC intends to commence the design for the Bus Rapid Transit (BRT) project in Maryland Parkway from Russell Road to Fremont Street. The work shall include preliminary design, right-of-way evaluation, right-of-way acquisition, and final design, hereinafter referred to as the "PROJECT." The PROJECT will also provide any additional data to help the ENTITIES and the RTC evaluate their asset inventories; and

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

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

WHEREAS, the ENTITIES are owners and operators of rights-of-way within their respective jurisdictions; and

WHEREAS, the RTC will take the lead role for the design of the PROJECT; and

WHEREAS, the RTC will coordinate with and include the ENTITIES; and

WHEREAS, the RTC is requesting engineering funds for the PROJECT; and

NOW, THEREFORE, in consideration of the premises of the mutual covenants herein contained, it is agreed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1164 applies to the design and right-of-way acquisition for the roadway improvements required to support the BRT in Maryland Parkway from Russell Road to Fremont Street. The improvements may include curb and gutter, asphalt pavement, sidewalk, median island, intersection improvements, pedestrian and bicycle safety upgrades, and any other appurtenant items necessary for a complete project.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed \$5,000,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$5,000,000.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$0.00
3. At the time the ATP for construction is granted, the RTC 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 RTC or by a consultant employed by the RTC.
3. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2030. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the RTC be repaid.
4. 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 RTC is responsible for the design and construction of the PROJECT. The RTC will be responsible for the actions or inactions of its Officers and Employees.
5. Should the construction funds be provided by sources other than the RTC, the RTC will reimburse the funds for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the ENTITIES.

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IN WITNESS WHEREOF, this Interlocal Contract #1164 is effective as of the date first set forth above.

Date of Commission Action:

February 13, 2020

REGIONAL TRANSPORTATION COMMISSION

BY:

DocuSigned by:



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LAWRENCE L. BROWN, III, Chairman

Approved as to Form and Legality:

DocuSigned by:



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RTC Legal Counsel

Attest:

DocuSigned by:



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MARIN DUBOIS, Management Analyst

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

MARILYN KIRKPATRICK, Chair

Approved as to Form and Legality:

Attest:

Chief Deputy District Attorney

LYNN MARIE GOYA, County Clerk

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Approved as to Form and Legality

Attest:

Deputy City Attorney

LUANN D. HOLMES, MMC, City Clerk

Date of Council Action:

CITY OF NORTH LAS VEGAS

April 1, 2020

BY:


JOHN J. LEE, Mayor

Approved as to Form and Legality

Attest:



MICAELA RUSTIA MOORE
City Attorney



CATHERINE A. RAYNOR, MMC, City Clerk

Date of Council Action:

CITY OF HENDERSON

BY:


RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest:

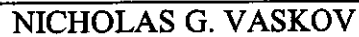

JIM MCINTOSH
Chief Financial Officer


SABRINA MERCADANTE, MMC
City Clerk

Approved as to Content:

Approved as to Form:


EDWARD MCGUIRE, P.E.
Director, Public Works


NICHOLAS G. VASKOV
City Attorney