

**INTERLOCAL CONTRACT
INTERSECTION IMPROVEMENTS – DEER SPRINGS WAY
AT CLAYTON STREET, NORTH 5TH STREET, AND LOSEE ROAD**

THIS INTERLOCAL CONTRACT is made and entered into this 11TH day of April 2024, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The CITY and RTC are collectively referred to as the “PARTIES.”

W I T N E S S E T H

WHEREAS, the CITY is requesting funds to commence the construction of Intersection Improvements – Deer Springs Way at Clayton Street, North 5th Street, and Losee Road, 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

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 full intersection improvements of Deer Springs Way at Clayton Street, North 5th Street, and Losee Road. Improvements include asphalt pavement, sidewalk ramp upgrades, signal installation, signing, striping, and other necessary appurtenances necessary to construct a complete and functional project. 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 \$4,000,000.00.
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 \$4,000,000.00

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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.
5. The RTC agrees to reimburse funds advanced by the CITY for eligible PROJECT costs incurred after March 1, 2024.

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 June 30, 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.

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

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

April 11, 2024

BY:

DocuSigned by:

Justin Jones

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RTC Chair

Attest:

DocuSigned by:

Marin DuBois

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MARIN DUBOIS

Government Affairs Supervisor

Approved as to Form:

DocuSigned by:

David Clyde

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RTC Legal Counsel

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
ANDY MOORE
Acting City Attorney