

**INTERLOCAL CONTRACT
SIMMONS STREET
RED COACH AVENUE TO HAMMER LANE**

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as "CITY" or "COUNTY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the CITY intends to improve Simmons Street, Red Coach Avenue to Hammer Lane, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of North Las Vegas; and

WHEREAS, Nevada Revised Statute (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 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 agreement; and

WHEREAS, the CITY is requesting funds to commence engineering and right-of-way for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended, 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 improvements for Simmons Street, Red Coach Avenue to Hammer Lane. The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

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

1. The total cost for this contract shall not exceed \$600,000
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$590,000.00
 - b. RIGHT-OF-WAY not to exceed \$10,000.00
 - c. CONSTRUCTION not to exceed 0.00
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 June 30, 2024. 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. 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

July 11, 2019

BY:

DocuSigned by:

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LAWRENCE L. BROWN III, Chairman


Attest:

DocuSigned by:

67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:

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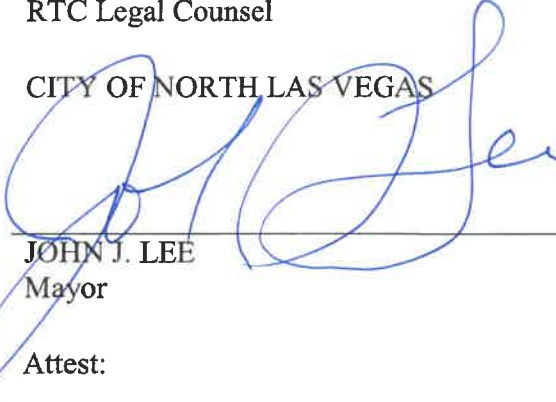
RTC Legal Counsel

Date of Council Action:

CITY OF NORTH LAS VEGAS

August 7, 2019

BY:


JOHN J. LEE
Mayor

Attest:


CATHERINE A. RAYNOR, MMC
City Clerk

Approved as to Form:


MICAELA RUSTIA MOORE
City Attorney

