

**INTERLOCAL CONTRACT
GILMORE AVENUE – SIMMONS STREET TO ALLEN LANE**

THIS INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2017, 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”

WITNESSETH

WHEREAS, a Project CITY intends to construct new and rehabilitate roadway improvements along Gilmore Avenue to provide a completed connection from Simmons Street to Allen Lane hereinafter referred to as “PROJECT,” located wholly within the City of North Las Vegas, has been approved by the RTC; and

WHEREAS, the CITY is requesting an Authorization to Proceed from RTC to commence the design and construction for the PROJECT; 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 all improvements associated with the roadway improvements of Gilmore Avenue to provide a fully completed connection from Simmons Street to Allen Lane. The improvements include asphalt pavement, curb and gutter, sidewalk, Light Emitting Diode (LED) streetlights, utility relocations, signage and striping, and any other miscellaneous appurtenances to complete the PROJECT.

SECTION II: PROJECT COSTS

The RTC agrees to provide from Motor Vehicle Fuel Tax funds for PROJECT costs according to its policies, including but not limited to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC, incorporated herein by reference and in accordance with the following:

1. The total cost for construction, engineering and right-of-way other shall not exceed \$1,000,000.00.
2. “Authorization to Proceed” will be granted by the RTC for engineering in an amount not to exceed \$110,000.00, for right-of-way other in an amount not to exceed \$90,000.00 and for construction in an amount not to exceed \$800,000.00.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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, 2018. 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 hereby executed as of the date first set forth below:

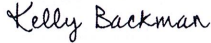
Date of Commission Action:

February 9, 2017

ATTEST:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

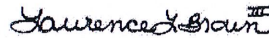
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KELLY BACKMAN
Executive Secretary

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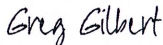


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LAWRENCE L. BROWN, III
Chairman

APPROVED AS TO LEGALITY AND FORM:

DocuSigned by:



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GREG GILBERT
Outside General Counsel, RTC

Date of City Council Action:


April 5, 2017

ATTEST:

CITY OF NORTH LAS VEGAS



CATHERINE A. RAYNOR, MMC
City Clerk


JOHN J. LEE
Mayor

Approved as to form:


Micaela Moore
City Attorney