

**INTERLOCAL CONTRACT  
SCHOOL SAFETY IMPROVEMENTS - CITYWIDE**

**THIS INTERLOCAL CONTRACT** made and entered into this 9th day of November, 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."

**W I T N E S S E T H**

**WHEREAS**, a Project CITY intends to design School Safety Improvements Citywide, 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 right of way other 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 improvements associated with the roadway for School Safety Improvements Citywide. The improvements include removal / replacement of various sections of poor visibility / incomplete / inadequate crosswalks, provide better roadway lighting, install bike lanes, change driving lanes for increased pedestrian safety and any other miscellaneous appurtenances to complete the PROJECT.

**SECTION II: PROJECT COSTS**

The RTC agrees to provide from Fuel Revenue Indexing Funds 2 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 engineering, acquisition, right-of-way other, and construction shall not exceed \$6,000,000.00.
2. "Authorization to Proceed" will be granted by the RTC for engineering in an amount not to exceed \$700,000.00, for right-of-way other in an amount not to exceed \$100,000.00 and for engineering in an amount not to exceed \$600,000.00. The design contract for the PROJECT will be awarded within 6 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC.
3. Upon award of construction bid, the Interlocal Contract and Authorization to Proceed amount shall be reduced to design award and funding for contingency not to exceed 10% of the design award amount; and construction bid award and funding for contingency not to exceed 10% of the bid award amount; construction management in an amount not to exceed 13% of the bid award amount; and funding for construction survey not to exceed

3% of the bid award amount. Any remaining unallocated funds shall be returned to the RTC.

4. 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 November 30, 2022. 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.

*Remainder of this page left blank intentionally*

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

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Date of Commission Action:

November 9, 2017

ATTEST:

REGIONAL TRANSPORTATION  
COMMISSION OF SOUTHERN NEVADA

DocuSigned by:  
*Kelly Backman*  
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KELLY BACKMAN  
Executive Secretary

DocuSigned by:  
*Lawrence L. Brown III*  
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LAWRENCE L. BROWN, III  
Chairman

APPROVED AS TO LEGALITY AND FORM:

DocuSigned by:  
*Greg Gilbert*  
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GREG GILBERT  
Outside General Counsel, RTC

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Date of City Council Action:

January 3, 2018

ATTEST:

CITY OF NORTH LAS VEGAS

*Catherine A. Raynor*  
CATHERINE A. RAYNOR, MMC  
City Clerk

*John J. Lee*  
JOHN J. LEE  
Mayor

Approved as to form:

*Micaela Moroy*  
Micaela Moroy  
City Attorney