

**INTERLOCAL CONTRACT
ALEXANDER ROAD
SIMMONS STREET TO NORTH 5TH STREET**

THIS INTERLOCAL CONTRACT is made and entered into this 13TH day of January 2022, 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 as the “PARTIES.”

W I T N E S S E T H

WHEREAS, the CITY intends to improve Alexander Road, Simmons Street to North 5th Street, 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 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

WHEREAS, the CITY is requesting funds to commence the 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 improvements that consist of the removal and replacement of 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. 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 Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed \$8,700,000.00.
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 \$ 8,700,000.00

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, 2027. 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 #1345 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

January 13, 2022

BY:

DocuSigned by:
Debra March

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:
Marin DuBois

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde

RTC Legal Counsel

Date of Council Action:

CITY OF NORTH LAS VEGAS

04/06/2022

BY:

JOHN J. LEE
Mayor

Attest

JACKIE RODGERS
City Clerk

Approved as to Form

MICAELA RUSTIA MOORE
City Attorney