

**INTERLOCAL CONTRACT
LAKE MEAD BOULEVARD, SIMMONS STREET TO LOSEE ROAD**

THIS INTERLOCAL CONTRACT is made and entered into this 23rd day of May, 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "LAS VEGAS," City of North Las Vegas, a municipal corporation, hereinafter referred to as "NORTH LAS VEGAS," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, LAS VEGAS and NORTH LAS VEGAS intend to improve Lake Mead Boulevard, Simmons Street to Losee Road, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located partially within the City of Las Vegas and partially within the City of North Las Vegas; and

WHEREAS, LAS VEGAS will coordinate with and include NORTH LAS VEGAS during design and construction of the PROJECT; and

WHEREAS, LAS VEGAS will take the lead role for the design and construction of the PROJECT; and

WHEREAS, LAS VEGAS is requesting funds to commence the engineering and right-of-way 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 to Lake Mead Boulevard, Simmons Street to Losee Road. The improvements will include pavement and sewer rehabilitation, ADA ramps, sidewalk widening, mid-block pedestrian crossings, bicycle lanes where feasible, traffic signal upgrades at Losee Road and any other miscellaneous items necessary to complete the PROJECT. The PROJECT is more specifically described in Exhibits "A" and "B", which are attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT in accordance to the current Policies and Procedures, incorporated herein by reference and as outlined below:

1. The total cost for this contract shall not exceed \$1,175,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$1,155,000.00
 - b. RIGHT-OF-WAY not to exceed \$20,000.00
 - 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, 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.

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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

May 23, 2019

BY:

DocuSigned by:
Lawrence L. Brown III
9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by:
Marin DuBois
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409B8B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

July 3, 2019

BY:

Carolyn G. Goodman
CAROLYN G. GOODMAN, Mayor

Attest:

Luann D. Holmes
LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 6/12/19
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

Date of Council Action:

August 7, 2019

CITY OF NORTH LAS VEGAS

BY:

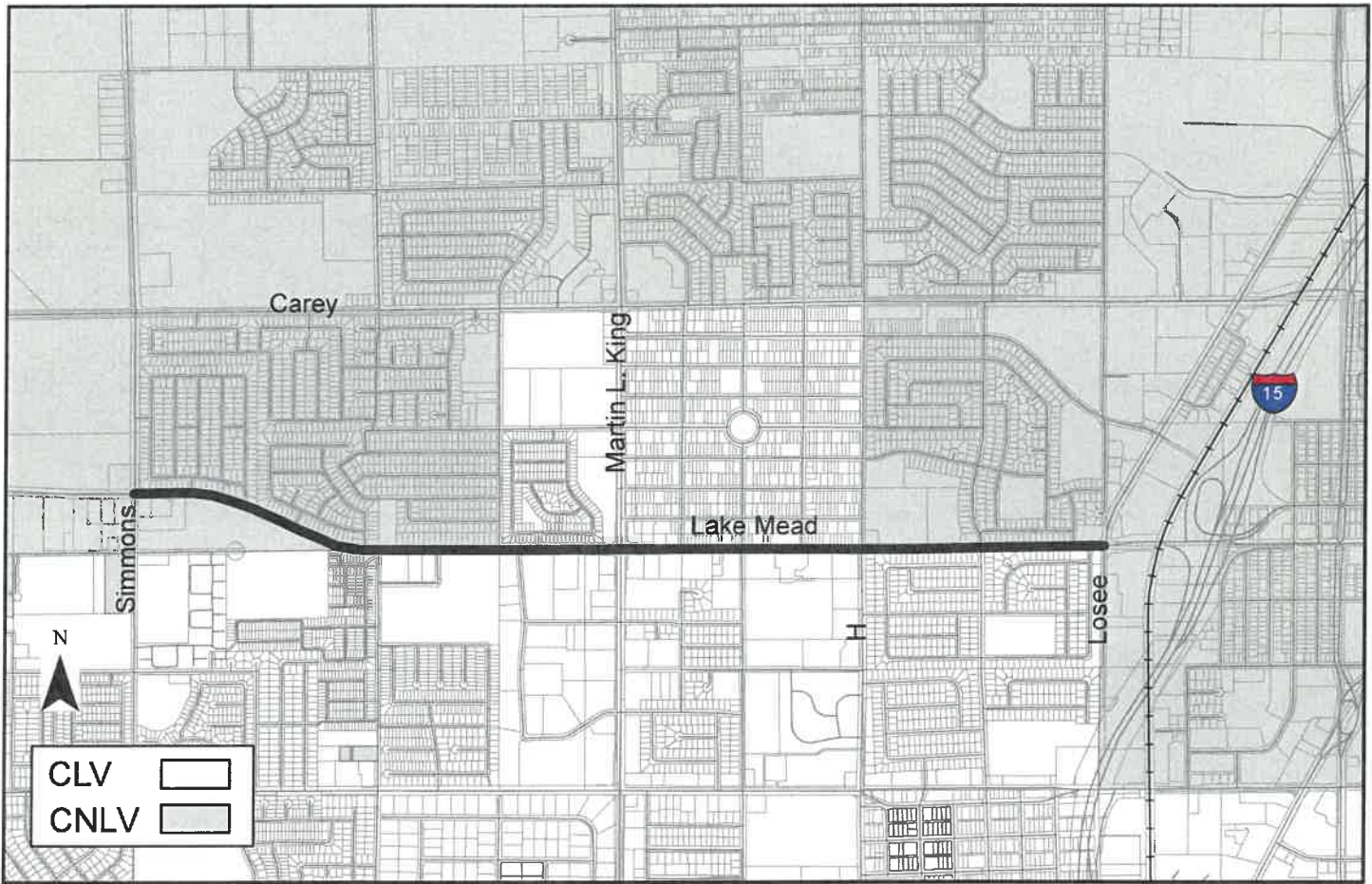

JOHN J. LEE, Mayor

Attest:


CATHERINE A. RAYNOR, CMC, City Clerk

Approved as to form:


City Attorney

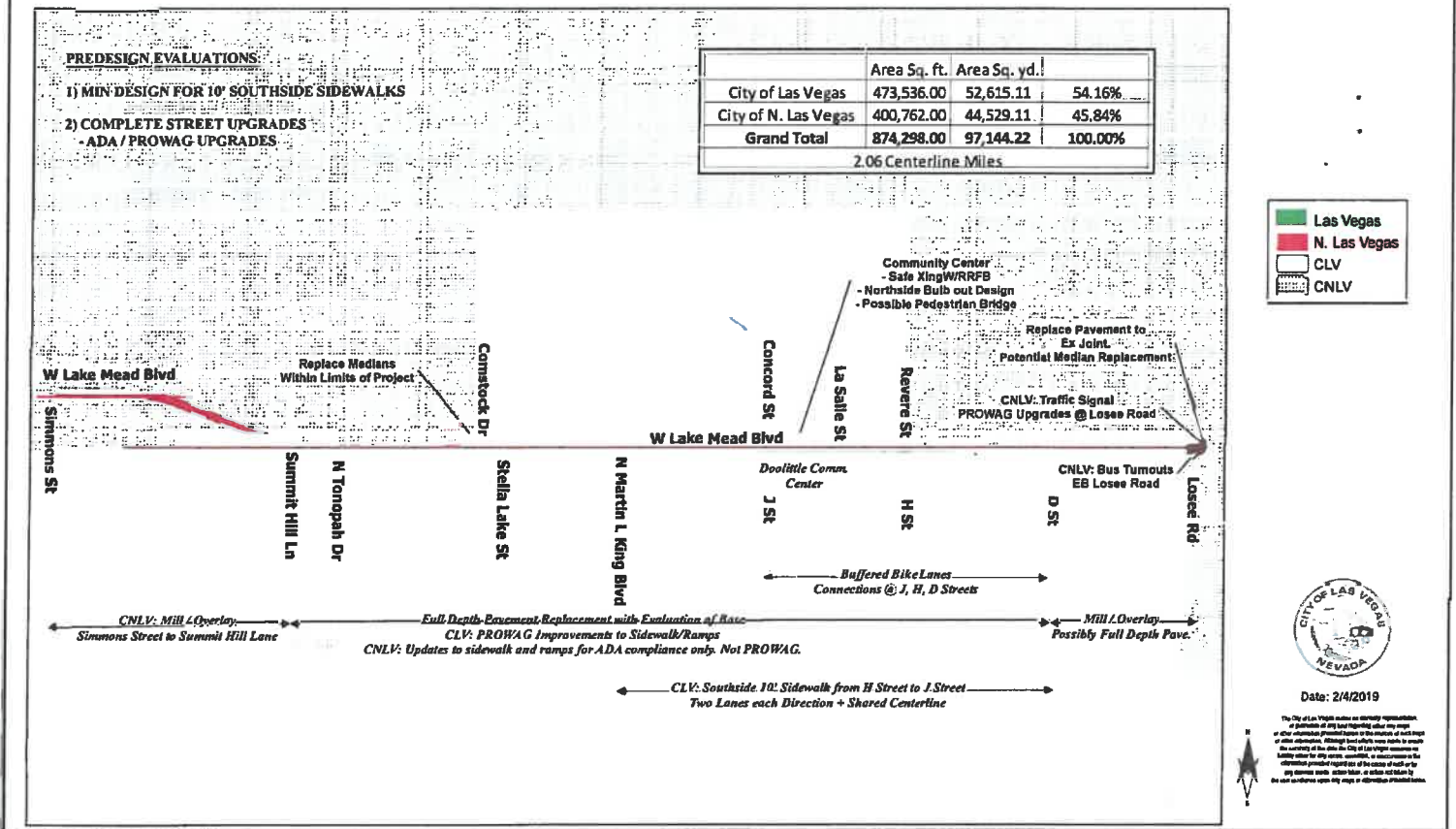


4/1/2019

Exhibit A Lake Mead Boulevard, Simmons Street to Losee Road

City of Las Vegas Roadway Rehabilitation Map

W Lake Mead Blvd - Simmons Street to Losee Road



Date: 2/4/2019

The City of Las Vegas makes no warranty representation or guarantee of any kind regarding the accuracy or reliability of the information provided herein or the results of any project or other information. Although best efforts were made to ensure the accuracy of the data, the City of Las Vegas assumes no liability for any errors, omissions, or inaccuracies. The information provided is for informational purposes only and is not intended to be used as a basis for any legal action or other liability. The user assumes any and all risks in reliance on this information.



Exhibit B Lake Mead Boulevard, Simmons Street to Losee Road