INTERLOCAL CONTRACT CENTENNIAL PARKWAY, ALPINE RIDGE WAY TO DURANGO DRIVE

THIS INTERLOCAL CONTRACT is made and entered into this 21ST day of May 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "LAS VEGAS," County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

WITNESSETH

WHEREAS, LAS VEGAS and COUNTY intend to improve Centennial Parkway, Alpine Ridge Way to Durango Drive, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located partially within the City of Las Vegas and Clark County; and

WHEREAS, Nevada Revised Statue (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, LAS VEGAS agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 for the PROJECT; and

WHEREAS, LAS VEGAS will coordinate with and include COUNTY during design and construction of 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 #1180 applies to roadway improvements to Centennial Parkway from Alpine Ridge Way to Durango Drive. Improvements will include, but are not limited to, constructing the missing roadway, pavement, curb, gutter, sidewalk, Americans with Disability Act accessibility ramps, bicycle lanes, traffic signal upgrades, and any other appurtenant items necessary to complete the project. The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

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SECTION II: PROJECT COSTS

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

- 1. The total cost for this contract shall not exceed \$2,250,000.00.
- 2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$2,250,000.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - 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, 2025. 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.

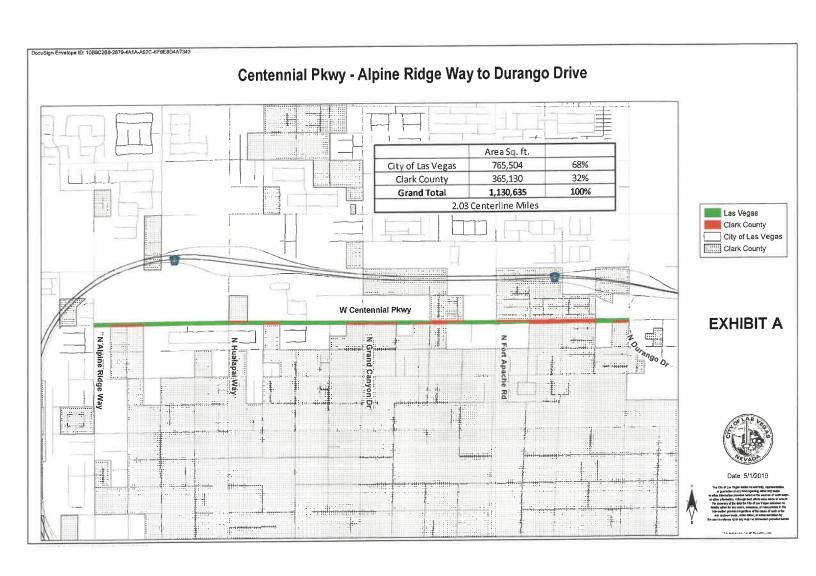
8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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IN WITNESS WHEREOF, this Interlocal Contract #1180 is effective as of the date first set forth above.

Date of Commission Action:		REGIONAL TRANSPO	RTATION COMN	MISSION
		DocuSigned by:		
May 21, 2020	BY:	Sourence & Sour		
	~ ~ `	LAWRENCE L. BROW	N III, Chairman	
		Attest:		
		Docusigned by: Marin DuBois 67575085C758458		
		MARIN DUBOIS, Mana	gement Analyst	
		Approved as to Form:		
		Docusigned by: David Clyde C20A409898774CO PTG Local Councel		
		RTC Legal Counsel		
Date of Council Action:		CITY OF LAS VEGAS		
July 8; 2,20	BY:	CAROLYN G? GOODM	IAN, Mayor	
		Attest:		
		LUANN D. HOLMES, City Clerk	Hele MMC	
		Approved as to Form:	John S. Ridilla Deputy City Attorn	\$¥
		Oplin 5. Ke	della	6/8/2020
		Deputy City Attorney		Date

Date of Commission Action:	CLARK COUNTY BOARD OF COMMISSIONERS	
BY	Y:TICK SEGERBLOM, Chair	
	TICK SECTION, Chair	
	Attest:	
	TARRILLANDE COMA COMA COMA	
	LYNN MARIE GOYA, County Clerk	
	Approved as to Form:	
	JASON B. PATCHETT	
	Deputy District Attorney	



SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 CENTENNIAL PARKWAY, ALPINE RIDGE WAY TO DURANGO DRIVE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 8TH day of October 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "LAS VEGAS," County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #1180 dated May 21, 2020, for Centennial Parkway, Alpine Ridge Way to Durango Drive, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located partially within the City of Las Vegas and Clark County; and

WHEREAS, Nevada Revised Statue (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, LAS VEGAS agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

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

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

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering for the PROJECT; and

WHEREAS, LAS VEGAS wishes to decrease total PROJECT funding for engineering 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 II: PROJECT COSTS; shall be revised to read as follows:

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

1. The total cost for this contract shall not exceed \$1,490,000.00.

- 2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$1,490,000.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - 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.

The remainder of the Interlocal Contract #1180 dated May 21, 2020, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:	REGIONAL TRANSPORTATION COMMISSION
October 8, 2020	BY: Journes Soun
	LAWRENCE L. BROWN III, Chairman
	Attest:
	Docusigned by: Marin Dubois 67F25985C7F8458
	MARIN DUBOIS, Management Analyst
	Approved as to Form:
	David Clyde
	RTC Legal Counsel
Date of Council Action:	CITY OF LAS VEGAS
November 4-2020	BY: Opportues
	CAROLYN G., GOODMAN, Mayor
	Attest:
	Let 2 Hole
	LUANN D. HOLMES, MMC City Clerk
	Approved as to Form: John S. Ridilla
	Deputy City Attorney
	Deputy City Attorney Date
	Deputy City Attorney

Date of Commission Action:		CLARK COUNTY BOARD OF COMMISSIONERS
	BY:	
		TICK SEGERBLOM, Chair
		Attest:
		LYNN MARIE GOYA, County Clerk
		Approved as to Form:
		JASON B. PATCHETT

Deputy District Attorney

Project – 170E Contract – 1180

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 CENTENNIAL PARKWAY ALPINE RIDGE WAY TO DURANGO DRIVE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 18TH day of November 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY," Clark County, a political subdivision, hereinafter referred to as "COUNTY," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #1180 dated May 21, 2020, and supplemental interlocal contract dated October 8, 2020, for improvements to Centennial Parkway, Alpine Ridge Way to Durango Drive, hereinafter referred to as "PROJECT," located partially within City of Las Vegas and Clark County; 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 will take the lead role for the design of the PROJECT; and

WHEREAS, the CITY will coordinate with and include COUNTY during design and construction of the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

NOW, **THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:

- 1. The total cost for this contract shall not exceed \$1,990,000.00.
- 2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$1,990,000.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$0.00

The remainder of Interlocal Contract #2 dated May 21, 2020, and supplemental interlocal contract dated October 8, 2020, shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above:

Date of Commission Action:		REGIONAL TRANSPORTATION COMMISSION
November 18, 2021 1	BY:	Debra March Debra March Debra March, Chairwoman
		Attest:
	(Docusigned by: Marin DuBois RTE25985CTERA58
		MARIN DUBOIS, Management Analyst
		Approved as to Form:
		David Uyde — C20A409B6B774CO
		RTC Legal Counsel
Date of Council Action:		CITY OF LAS VEGAS
January 5, 2022	BY:	& Cachelan
2.		CAROLYN G. GOODMAN Mayor
		Attest
		Lufa O Holm
		LUANN D. HOLMES, MMC City Clerk
		Approved as to Form John S. Ridilla Deputy City Attorney
		Deput City Attorney
		Deputy City Attorney

Date of Commission Action:		CLARK COUNTY BOARD OF COMMISSIONERS
	BY:	TICK SEGERBLOM
		Chair
		Attest
		LYNN MARIE GOYA County Clerk
		Approved as to Form
		JASON B. PATCHETT

Deputy District Attorney

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 CENTENNIAL PARKWAY, ALPINE RIDGE WAY TO DURANGO DRIVE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 14TH day of November, 2024, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY," Clark County, a political subdivision, hereinafter referred to as "COUNTY," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract 1180 dated May 21, 2020, and supplemental interlocal contracts dated October 8, 2020, and November 18, 2021, for improvements to Centennial Parkway, Alpine Way to Durango Drive, hereinafter referred to as "PROJECT;" 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 wishes to increase total PROJECT funding; and

NOW, **THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:

- 1. The total cost for this contract shall not exceed \$2,310,000.00.
- 2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$2,110,000.00
 - b. RIGHT-OF-WAY not to exceed \$200,000.00
 - c. CONSTRUCTION not to exceed \$0.00

SECTION III: GENERAL; Paragraphs 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2026. The RTC may, at any time thereafter, grant time to extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of Interlocal Contract 1180 dated May 21, 2020, and supplemental interlocal contracts dated October 8, 2020, and November 18, 2021, shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above:

Date of Commission Action:		REGIONAL TRANSPORTATION COMMISSION
N14 2024	DV:	Justin Jones
November 14, 2024	BY:	RTC Chair
		Attact
		Attest — DocuSigned by:
		Maria DuBois
		MARIN DUBOIS
		Government Affairs Supervisor
		Approved as to Form
		David Clyde
	3	RTC Legal Counsel
Date of Council Action:		CITY OF LAS VEGAS
	BY:	
		CAROLYN G. GOODMAN
		Mayor
		Attest
		DR. LUANN D. HOLMES, MMC
		City Clerk
		Approved as to Form
	3	Deputy City Attorney

Date of Council Action:	CLARK COUNTY BOARD OF COMMISSIONERS
В	Y:
	TICK SEGERBLOM
	Chair
	Attest
	LYNN MARIE GOYA
	County Clerk
	Approved as to Form
	A
	JASON B. PATCHETT
	Deputy District Attorney