

**INTERLOCAL CONTRACT
PECOS ROAD
I-215 TO WINDMILL LANE**

THIS INTERLOCAL CONTRACT is made and entered into this 9TH day of February 2023, by and between Clark County, a political subdivision; and the City of Henderson, a municipal corporation; hereinafter referred to individually as "ENTITY" or collectively as "ENTITIES," and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC." The RTC and the ENTITIES are hereinafter referred to individually as "PARTY" or collectively as "PARTIES."

W I T N E S S E T H

WHEREAS, the CITY intends to commence the construction of Pecos Road, I-215 to Windmill Lane, hereinafter referred to as "PROJECT," located partially within the Clark County and City of Henderson, 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 ENTITIES agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the City of Henderson will be the lead agency 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 removal and replacement of asphalt concrete on Pecos Road between I-215 and Windmill Lane and also includes associated sidewalk ramp replacements, roadway striping, and utility adjustments and other associated items of work. 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 Fund as outlined below:

1. The total cost for this contract shall not exceed \$5,800,000.00.
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 \$5,800,000.00

3. At the time the ATP for construction is granted, the ENTITIES 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.
5. The RTC agrees to reimburse funds advanced by the ENTITIES for eligible PROJECT costs incurred after August 1, 2022.

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 ENTITIES or by a consultant employed by the ENTITIES.
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 ENTITIES 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 ENTITIES 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, 2028. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the ENTITIES 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 ENTITIES is responsible for the design and construction of the PROJECT. To the extent allowed by law, the ENTITIES 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 ENTITIES, its officers, employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the ENTITIES 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 ENTITIES.

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IN WITNESS WHEREOF, this Interlocal Contract 3049 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

February 9, 2023

BY:

DocuSigned by:
Justin Jones
134746B11CDF44C...

RTC Chair

Attest:

DocuSigned by:
Marin Dubois
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

JAMES B. GIBSON
Chair

Attest

LYNN MARIE GOYA
County Clerk

Approved as to Form

Ashley Baldurci #12687
LAURA C. REHFELDT
Deputy District Attorney

Date of Council Action: CITY OF HENDERSON

BY:

RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance: Attest

JIM MCINTOSH
Chief Financial Officer

Jose Luis Valdez, CMC
City Clerk

Approved as to Content: Approved as to Form

EDWARD MCGUIRE, P.E.
Director, Public Works

NICHOLAS G. VASKOV
City Attorney

EXHIBIT A

