

**INTERLOCAL CONTRACT  
SEARCHLIGHT: COTTONWOOD COVE TRAIL  
US-95 TO MICHAEL WENDELL WAY**

**THIS INTERLOCAL CONTRACT** is made and entered into this 14<sup>TH</sup> day of March 2024, by and between Clark County, a political subdivision, hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The COUNTY and RTC are collectively referred as the “PARTIES.”

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

**WHEREAS**, the COUNTY is requesting funds to commence the construction of Searchlight: Cottonwood Cove Trail, US-95 to Michael Wendell Way, 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 COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 on Cottonwood Cove Road from US-95 to Michael Wendell Way. Improvements include roadway pavement removal, reprofile with new pavement structural sections, concrete sidewalks on both sides of the street, curb and gutter at portion of the road, grading, driveways, signing and striping, utility adjustments and relocations, and other appurtenances as may be necessary to construction a complete and functional roadway. 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 Regional Streets and Highway Fund as outlined below:

1. The total cost for this contract shall not exceed \$1,097,000.00.
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 \$1,097,000.00

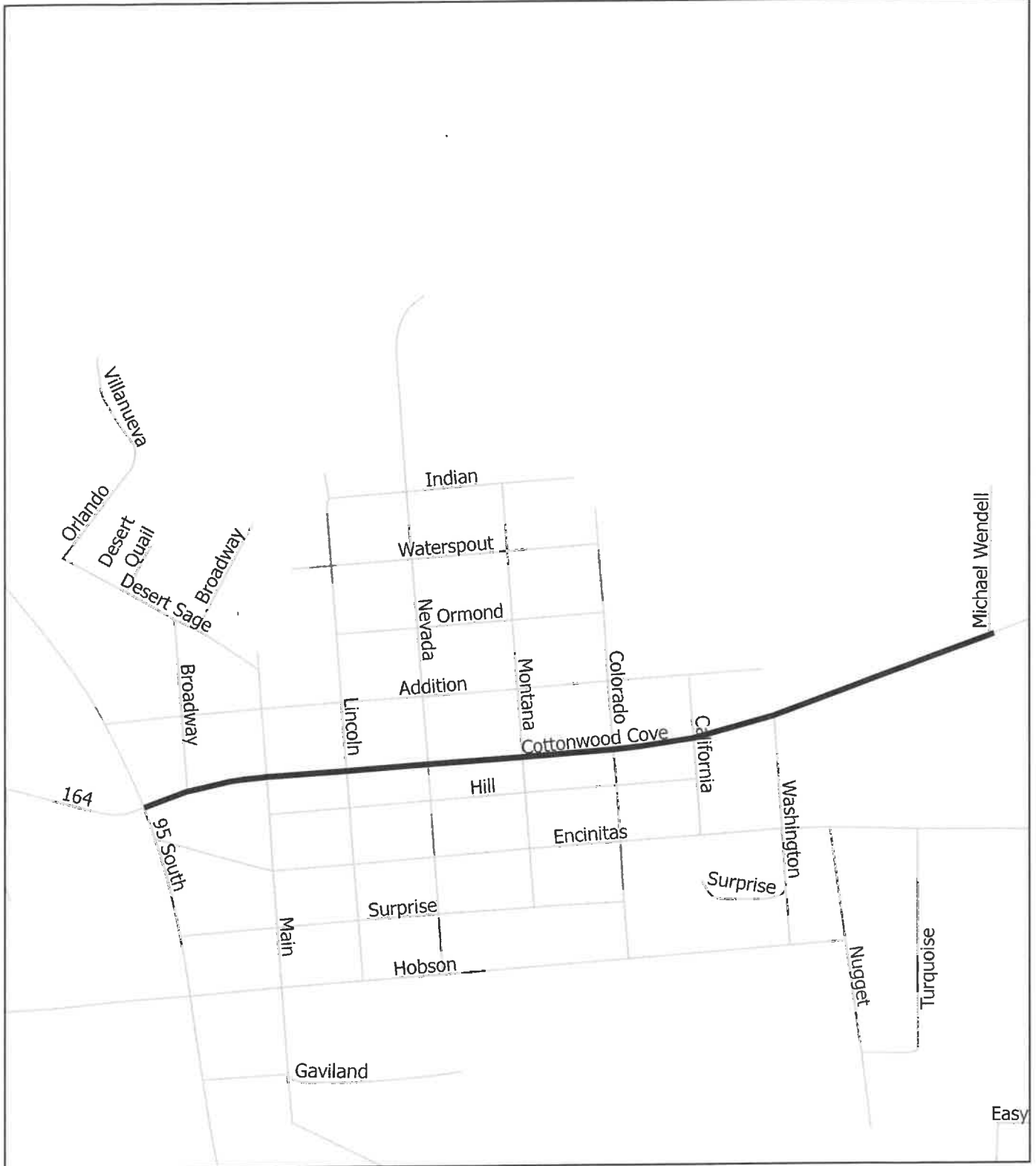
3. At the time the ATP for construction is granted, the COUNTY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

### **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 COUNTY or by a consultant employed by the COUNTY.
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 COUNTY’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 COUNTY 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, 2029. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the COUNTY 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 COUNTY is responsible for the design and construction of the PROJECT. To the extent allowed by law, the COUNTY 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 COUNTY, its Officers, Employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the COUNTY 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 COUNTY.

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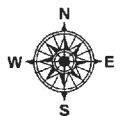




**Legend**

— Proposed

**Exhibit A**



	<b>Project Number: TBD</b>	CLARK COUNTY PUBLIC WORKS
		SCALE: NOT TO SCALE
	<b>Searchlight Cottonwood Cove Trail - US 95 to Michael Wendell Way</b>	DATE: 02-01-2024
		SHEET NUMBER <i>Agenda Item #8.</i>