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# INTERLOCAL CONTRACT
# COMPLETE STREETS
# PLANNING

**THIS INTERLOCAL CONTRACT** is made and entered into this 14TH day of April 2022, 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 intends to commence Complete Streets Planning, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the 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 COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the COUNTY is requesting funds to commence the design 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 a complete streets exploration to identify key elements of complete streets and potential corridors and ranking corridors for possible implementation.

## 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 $500,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $500,000.00
    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 COUNTY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

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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, 2027. 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. 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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**IN WITNESS WHEREOF**, this Interlocal Contract #3016 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

April 14, 2022 BY: DocuSigned by: Debra March AEE79DE2E54C461...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7E8458...

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

Laura C. Rehfeldt

LAURA C. REHFELDT
Deputy District Attorney