

INTERLOCAL CONTRACT ITS COMMUNICATIONS PROJECT

THIS INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project thereunder to provide all improvements needed to provide fiber optics interconnect conduit and fiber optic cable along Charleston Boulevard from Desert Foothills to Montclair Street and Rainbow Boulevard from Sahara Avenue to Charleston Boulevard hereinafter referred to as Project, located partially within the CITY and partially within the COUNTY; and,

WHEREAS, the City is requesting funds for construction for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements needed to provide fiber optics interconnect conduit and fiber optic cable along Charleston Boulevard from Desert Foothills to Montclair Street and Rainbow Boulevard from Sahara Avenue to Charleston Boulevard.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction shall not exceed \$160,000.
2. "Authorization to Proceed" will be granted for construction in an amount not to exceed \$160,000.00, at the time written "Authorization to Proceed" is received from the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents and 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. Construction costs shall be paid directly to the contractor based on estimates prepared by the CITY.
5. 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.
6. 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.
7. The Project must be completed to the satisfaction of the RTC prior to June 30, 2012. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.
8. It is understood and agreed that the purpose of this 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.
9. 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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Date of Commission Action:

3/11/2010

REGIONAL TRANSPORTATION COMMISSION

BY:

Lawrence L. Brown III
LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson
LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Attest:

Beverly K. Bridges, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

3/23/10
Date

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

Rory Reid
RORY REID, Chairman

Attest:

Diana Alba
DIANA ALBA, County Clerk