

**INTERLOCAL CONTRACT
FISCAL YEAR 2023 STRENGTHENING MOBILITY AND REVOLUTIONIZING
TRANSPORTATION (SMART) GRANT MATCH**

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of September 2024, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The CITY and RTC are collectively referred as the “PARTIES.”

W I T N E S S E T H

WHEREAS, the CITY is requesting funds to commence the Fiscal Year 2023 Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Match project, 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 has entered into Agreement 69A3552441027 with the United States Department of Transportation (USDOT); and,

WHEREAS, the CITY'S financial obligation from said agreement with USDOT will be covered by this Interlocal Contract; 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 the Fiscal Year 2023 SMART grant to pilot passive pedestrian detection systems within Downtown Las Vegas. The pilot project includes testing systems that can adjust traffic signal timings in real-time based on pedestrian volumes and speed to provide safer crossings. The PROJECT limits are more specifically defined 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 Highways Fund outlined below:

1. The total cost for this contract shall not exceed \$600,000.00.

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 \$600,000.00
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 December 31, 2029. 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. To the extent allowed by law, 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.

Project – 239S
Contract – 3184

IN WITNESS WHEREOF, this Interlocal Contract 3184 effective as of the date first set forth above:

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

September 12, 2024

BY:

Signed by:

Justin Jones

134740B11C0F44C...
RTC Chair

Attest

DocuSigned by:

Marin DuBois

67F25995C7F0456...
MARIN DUBOIS

Government Affairs Supervisor

Approved as to Form

DocuSigned by:

David Clyde

C20A409BBB774C0...
RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

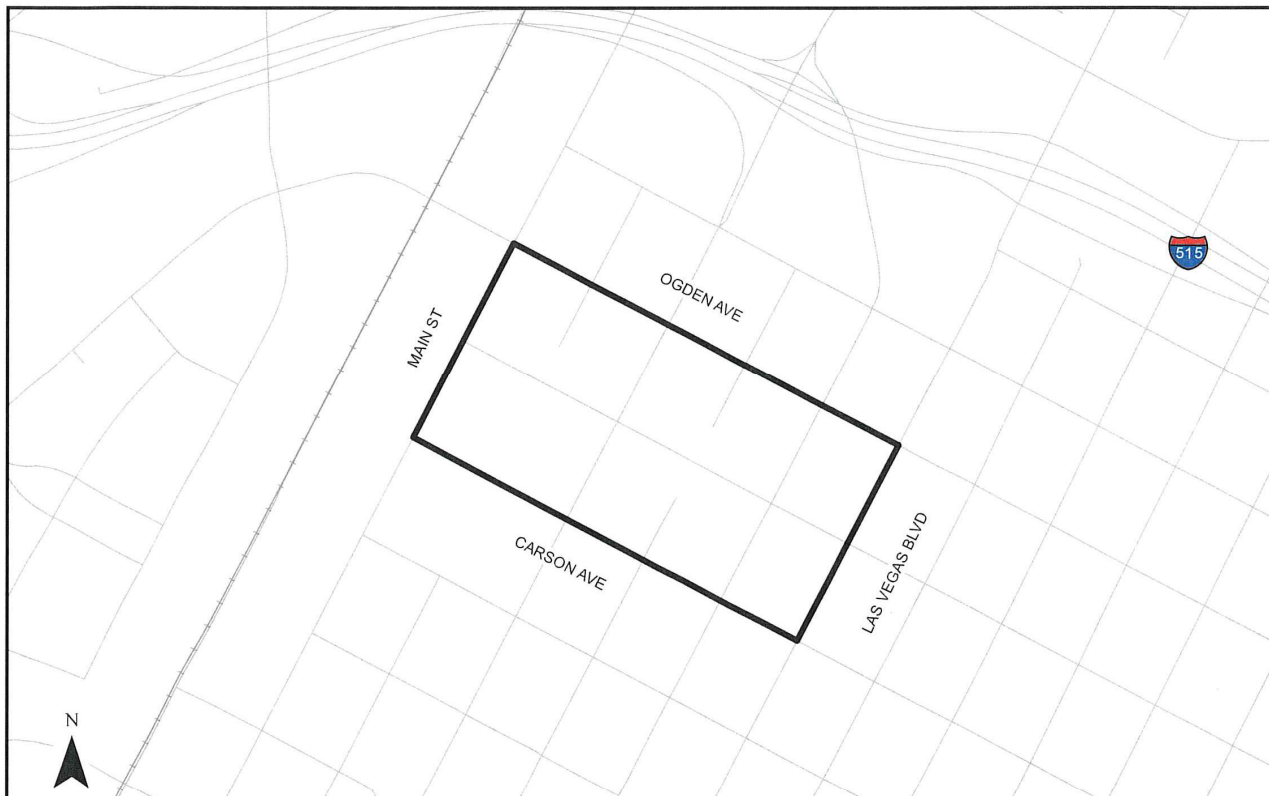
CAROLYN G. GOODMAN
Mayor

Attest

Dr. LUANN D. HOLMES, MMC
City Clerk

Approved as to Form John S. Ridilla
Chief Deputy City Attorney

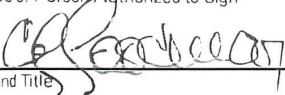
John S. Ridilla 9/25/24
Deputy City Attorney



FY 2023 Strengthening Mobility and Revolutionizing Transportation
(SMART) Grant Match

EXHIBIT A

8/1/2024

ASSISTANCE AGREEMENT			
1. Award No. 69A3552441027	2. Modification No.	3. Effective Date 06/15/2024	4. CFDA No. 20.941
5. Awarded To CITY OF LAS VEGAS 495 S. MAIN ST LAS VEGAS NV 89101	6. Sponsoring Office OFFICE OF THE SECRETARY Policy, Intl Aviation & Tran Policy 1200 New Jersey Avenue, West Building, 8th Floor Washington DC 20590		7. Period of Performance 06/15/2024 through 12/14/2025
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority Pub. L. 117-58, November 15, 2021 - BIL IIJA Section 25005	10. Purchase Request or Funding Document No. OS2024R1SMG066	
11. Remittance Address CITY OF LAS VEGAS Attn: LAS VEGAS, CITY OF 495 S. MAIN ST LAS VEGAS NV 89101	12. Total Amount Govt. Share: \$1,400,000.00 Cost Share : \$0.00 Total : \$1,400,000.00		13. Funds Obligated This action: \$1,400,000.00 Total : \$1,400,000.00
14. Principal Investigator Joseph Norby City Traffic Engineer Phone: (702) 229-6015 Email: jnorby@lasvegasnevada.gov	15. Program Manager Madeline Zhu Phone: (202) 961-9598	16. Administrator OFFICE OF THE SECRETARY Policy, Intl Aviation & Tran Policy 1200 New Jersey Avenue, West Building, 8th Floor Washington DC 20590	
17. Submit Payment Requests To	18. Paying Office OST Delphi eInvoicing System https://einvoice.esc.gov	19. Submit Reports To See Reporting Requirements Checklist Attachment	
20. Accounting and Appropriation Data 734X2300B.2024.303X000GRT.54000SMART.41000.61006600.0000000000.0000000000.0000000000.0000000000			
21. Research Title and/or Description of Project SMARTer and Safer Way to Cross: AI-Powered Pedestrian Detection Systems			
For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign 		25. Signature of Grants/Agreements Officer	
23. Name and Title Carolyn G. Goodman, Mayor	24. Date Signed 7/17/2024	26. Name of Officer THY NGUYEN	27. Date Signed 06/15/2024

Attest By: 
For Ann D. Holmes, MMC, City Clerk

Agenda Item #16.

Agenda Item #16.