

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT**US95 AND NORTHERN BELTWAY INTERCHANGE FRONTAGE ROADS**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 7th day of March, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for US95 and Northern Beltway Interchange Frontage Roads located partially within the CITY and partially within the COUNTY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated July 20, 1999 for the design of US95 and Northern Beltway Interchange Frontage Roads; and

WHEREAS, the CITY desires to increase total project funding, receive a Revised Authorization to Proceed and extend the contract date.

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 understood and agrees as follows.

SECTION II- PROJECT COSTS shall be revised to read as follows:

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:

The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$1,300,000 which includes all of the above items.

The CITY will be granted a revised “Authorization to Proceed” for engineering design at a cost of \$450,000, right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at a cost not to exceed \$50,000 and construction at a cost not to exceed \$800,000.

The “Authorization to Proceed” shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated. No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the Project until an “Authorization to Proceed” has been approved by the RTC. The “Authorization to Proceed” shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

SECTION III – GENERAL shall be revised to read as follows:

SECTION III – GENERAL

7. In the event that the items covered herein have not been completed to the satisfaction of the RTC prior to November 30, 2007 the RTC may at any time thereafter terminate this Interlocal Contract and require all sums advanced to the City be reimbursed.

All other terms of the Interlocal Contract dated July 20, 1999 shall remain unchanged.

IN WITNESS WHEREOF, this First Supplemental Interlocal Contract is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

February 1, 2006
ATTEST:

By: 
OCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS, CITY CLERK

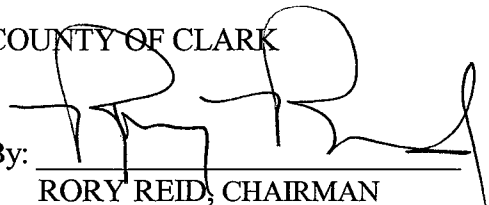
APPROVED AS TO FORM

 12/27/05
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

COUNTY OF CLARK

March 7, 2006
ATTEST:

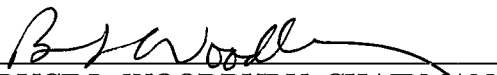
By: 
RORY REID, CHAIRMAN

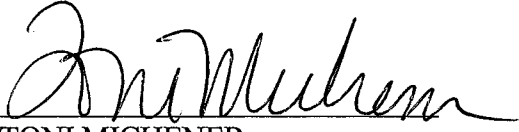

SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

12/8/05
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT