

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2  
MISCELLANEOUS INTERSECTION AND SAFETY IMPROVEMENTS PHASE 1  
ERIE AVENUE AT BERMUDA ROAD AND AMIGO STREET  
AND BERMUDA ROAD AND STARR AVENUE**

**THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2** is made and entered into this 8<sup>TH</sup> day of August 2024, by and between Clark County, a political subdivision; hereinafter referred to as “COUNTY”; City of Henderson, a municipal corporation, hereinafter referred to as “CITY”; hereinafter referred to collectively as “ENTITIES,” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The CITY, COUNTY, and RTC are collectively referred as the “PARTIES.”

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

**WHEREAS**, the RTC approved Interlocal Contract 3107 dated August 10, 2023, and supplemental interlocal contract dated September 14, 2023, for Miscellaneous Intersection and Safety Improvements Phase 1, Erie Avenue at Bermuda Road and Amigo Street and Bermuda Road and Starr Avenue, 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 ENTITIES agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the PROJECT is located in both the CITY and COUNTY jurisdictions; and

**WHEREAS**, the CITY wishes to add the COUNTY to the agreement; and

**WHEREAS**, the COUNTY is willing to participate in the cost of the PROJECT; and

**WHEREAS**, the CITY will be the lead agency for the PROJECT; and

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to supplement Interlocal Contract 3107 proceed as follows:

**SECTION I: SCOPE OF PROJECT; Shall be revised to read as follows**

This Interlocal Contract applies to the installation of new traffic signals at the intersections of Bermuda Road at Erie Avenue and Amigo Street at Erie Avenue and modifications to an existing traffic signal at Bermuda Road and Starr Avenue. The project includes associated curb, gutter, and sidewalk construction, asphalt pavement removal and replacement, roadway signage and striping and all related appurtenances The PROJECT is further described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

**SECTION III: GENERAL; Paragraphs 2, 4, 5, 6, 7, and 8 shall be revised to read as follows:**

2. Construction- shall be performed by the CITY or by a consultant employed by the CITY.
4. The ENTITIES 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 ENTITIES 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, 2028. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the ENTITIES 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 ENTITIES is responsible for the design and construction of the PROJECT. To the extent allowed by law, the ENTITIES 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 ENTITIES, its officers, employees, or agents.
8. Should the construction funds be provided by sources other than the RTC, the ENTITIES 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 ENTITIES.

The remainder of Contract 3107 dated August 10, 2023, and supplemental interlocal contract dated September 14, 2023, shall remain unchanged.

*The remainder of this page is left intentionally blank.*

**IN WITNESS WHEREOF**, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above:

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

August 11, 2024

BY:

Signed by:

*Justin Jones*

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RTC Chair

Attest

DocuSigned by:

*Marin DuBois*

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MARIN DUBOIS

Government Affairs Supervisor

Approved as to Form

\_\_\_\_\_  
RTC Legal Counsel

Date of Council Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

\_\_\_\_\_  
TICK SEGERBLOM

Chair

Attest

\_\_\_\_\_  
LYNN MARIE GOYA

County Clerk

Approved as to Form

*Ashley A. Balducci* *FOR*

\_\_\_\_\_  
ASHLEY A. BALDUCCI

Deputy District Attorney

Date of Council Action:

CITY OF HENDERSON

\_\_\_\_\_

BY:

\_\_\_\_\_  
RICHARD A. DERRICK  
City Manager/CEO

Approved as to Finance:

Attest

\_\_\_\_\_  
MARIA GAMBOA  
Director of Finance

\_\_\_\_\_  
JOSE LUIS VALDEZ, CMC  
City Clerk

Approved as to Content:

Approved as to Form

\_\_\_\_\_  
LANCE M. OLSON, P.E.  
Director of Public Works

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NICHOLAS G. VASKOV  
City Attorney