INTERLOCAL CONTRACT
DURANGO DRIVE REHABILITATION
RUSSELL ROAD TO TROPICANA AVENUE

THIS INTERLOCAL CONTRACT is made and entered into this 11TH day of June 2026, 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 is requesting funds to commence the construction of Durango Drive Rehabilitation, Russell Road to Tropicana 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 COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 arterial street improvements on Durango Drive from Russell Road to Tropicana Avenue and intersection improvements at Fort Apache Road and Tompkins Avenue, and Tropicana Avenue and Conquistador Street. The work to be performed includes pavement removal and replacement, sidewalk ramp reconstruction to meet Americans with Disabilities Act (ADA) standards, permanent striping and signing, utility adjustments, storm drain improvements, and other necessary appurtenances required to make a good, complete, and serviceable project. The work also consists of miscellaneous removal and disposal and removal and salvage/replacement of designated items, traffic control, dust control, quality control, and other related items of work as specified and shown on the Drawings. The PROJECT is further described 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 as outlined below:

1. The total cost for this contract shall not exceed $5,000,000.00.

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 $5,000,000.00

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.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 1 and 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, 2031. 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. To the extent allowed by law, 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 3274 is effective as of the date first set forth above:

Date of Commission Action:

June 11, 2026

REGIONAL TRANSPORTATION COMMISSION

BY: Signed by: Justin Jones 134746B11CDF44C...

RTC Chair

Attest

DocuSigned by: Marin DuBois 87F25085C7F8458...

MARIN DUBOIS
Government Affairs Supervisor

Approved as to Form

DocuSigned by: David Clyde C20A409D6B774C8...

RTC Legal Counsel

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY: _____

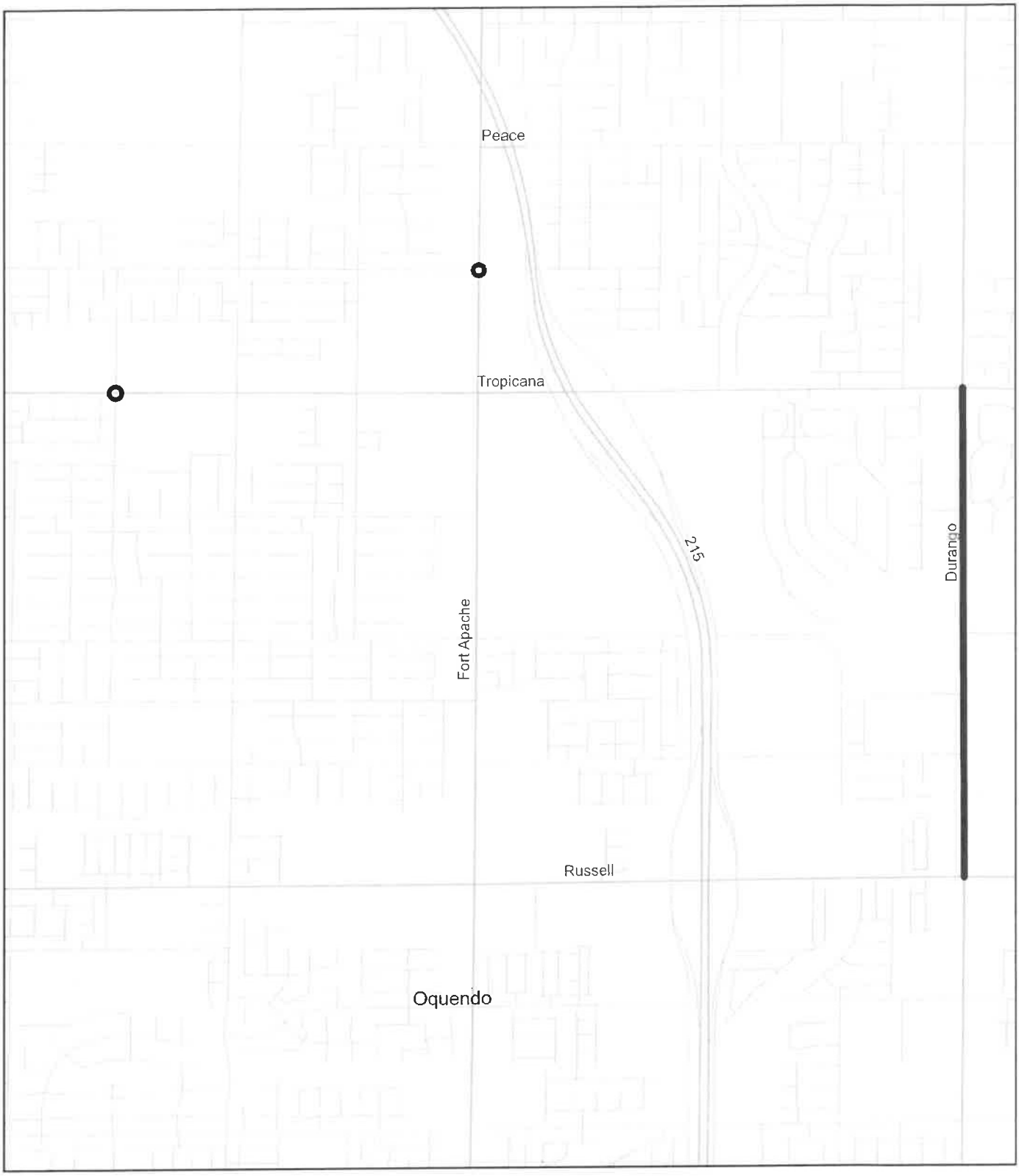
MICHAEL NAFT
Chair

Attest

LYNN MARIE GOYA
County Clerk

Approved as to Form

TYLER SMITH
Deputy District Attorney



Legend

Proposed

Exhibit A

	Project Number: TBD	CLARK COUNTY PUBLIC WORKS
		SCALE: NOT TO SCALE
	Durango Drive Rehabilitation - Russell Road to Tropicana Avenue	DATE: 04-07-2026
		SHEET NUMBER: 1 OF 1