SECOND SUPPLEMENTAL INTERLOCAL CONTRACT  
FOR  
STARR ROAD/EXECUTIVE AIRPORT DRIVE/VOLUNTEER BOULEVARD, I-15 TO ANTHEM BOUNDARY  

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 3rd day of May, 2011, by and between the COUNTY OF CLARK, a political subdivision, the CITY OF HENDERSON, a municipal corporation hereinafter called the “CITY,” and the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, hereinafter referred to as the “RTC,” organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.  

WITNESSETH  

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, the parties hereto previously entered into an Interlocal Contract in September 2005 and a Supplemental Interlocal Contract on June 12, 2008, for a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements; and  

WHEREAS, the CITY desires to extend the project limits from Bruner Avenue south along Executive Airport Drive/Volunteer Boulevard to the Anthem Boundary; and  

WHEREAS, the CITY desires to extend the project completion 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 agreed as follows:  

SECTION I—SCOPE OF PROJECT shall be deleted in its entirety and replaced with:  

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT applies to the improvements associated with the construction of Starr Road/Executive Airport Drive/Volunteer Boulevard, I-15 to the Anthem Boundary. The improvements will result in and include up to four (4) travel lanes, drainage improvements, median islands and/or median access according to adjacent land use, traffic signals/traffic calming, pavement markings, signage, and grade separation at the intersection of St. Rose Parkway.  

SECTION III – GENERAL, paragraph 7 shall be changed to read as follows:  

7. Should any of the phases of the Project fall behind schedule, the RTC may require a report stating the reasons for the delay. The Project must be completed to the satisfaction of the RTC prior to December 30, 2012. The RTC may, at any time thereafter, grant time extensions or terminate this Interlocal Contract and require all sums advanced to the CITY to be repaid.  

The remainder of the Interlocal Contract dated September 2005 and Supplemental Interlocal Contract dated June 12, 2008 shall remain the same. 

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IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan, General Counsel

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DATE OF COUNCIL ACTION:  
9/1/2009  46-024

CITY OF HENDERSON

Andy Hafen, Mayor

ATTEST:

Monica Martinez Simmons, MMC, City Clerk

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DATE OF COMMISSION ACTION:  

CLARK COUNTY BOARD OF COMMISSIONERS

Susan Brager, Chair  
Board of County Commissioners

ATTEST:

Diana Alba  
County Clerk

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DATE OF COMMISSION ACTION:  
10/11/09

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Lawrence L. Brown, III, Chairman

ATTEST:

Lisa Magnusson  
Executive Assistant