

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR MAINTENANCE OF
INFRASTRUCTURE IMPROVEMENTS ALONG THE
CLARK COUNTY 215 BRUCE WOODBURY BELTWAY**

THIS First Amendment to the Interlocal Agreement for Maintenance of Infrastructure Improvements Along the Clark County 215 Bruce Woodbury Beltway (“First Amendment”), made and entered into this _____ day of _____, 2023, between CLARK COUNTY, NEVADA (“County”), a political subdivision of the State of Nevada, and CITY OF LAS VEGAS (“City”), a municipal corporation of the State of Nevada. The County and City may herein be referred individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Nevada Revised Statute “NRS” 277.180 authorizes any two or more governmental entities of the State of Nevada to enter into interlocal contracts for joint use of entity infrastructure for their mutual benefit; and,

WHEREAS, on October 19, 2016, the County and City entered into an Interlocal Agreement for Maintenance of Infrastructure Improvements along the Clark County 215 Bruce Woodbury Beltway (“CC215”) (“Agreement”); and,

WHEREAS, the Parties desire to amend the Agreement to revise the definition of “Trails” and include additional Infrastructure Improvements that will be transferred by the County to the City and maintained by the City for the purposes of efficient operation and maintenance of the Infrastructure Improvements within and along and across the CC215 limits depicted in Exhibit A-1 for the benefit of the citizens of the County and the City.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Agreement is amended as follows:

AMENDMENTS TO AGREEMENT

- 1. Exhibit “A” is removed and replaced with Exhibit “A-1” with respect to the Agreement and this First Amendment. All references to Exhibit “A” in the Agreement shall be superseded by Exhibit “A-1”.**
- 2. In SECTION 1 DEFINITIONS: Replace the fourth paragraph “Trails” with the following:**

“Trails” means trails which are located along and across CC215 which are being transferred for maintenance pursuant to this agreement as identified in Exhibit A-1.

3. In SECTION 3 CITY AGREES: Add the following paragraph 5:

To perform all maintenance and repairs, including, but not limited to, routine repair of Trails transferred to the City in the improvement plans for Summerlin Parkway CC215 Interchange (L2196), including, but not limited to, sweeping, pavement markings, trail surfaces, lighting, signs, bridges, bridge piers, bridges' aesthetic/cladding, abutments, trail aesthetics, trail landscaping, fencing, other trail appurtenances and graffiti removal.

4. In SECTION 3 CITY AGREES: Add the following paragraph 6:

To perform all maintenance and repairs, including, but not limited to, routine repair of streetlighting and lighting appurtenances for Summerlin Parkway within the CC215 right-of-way, as identified in the improvement plans for Summerlin Parkway CC215 Interchange (L2196) west of Station 328+00. This excludes ramp lighting, underdeck lighting, and lighting for overhead signage.

The remainder of the Agreement dated October 19, 2016, remains unchanged.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Agreement to be executed by their duly authorized representatives the day and year first above written.

DATE OF COUNCIL ACTION:

DATE OF COMMISSION ACTION:

City of Las Vegas

County of Clark, Nevada

By: _____
Carolyn G. Goodman, Mayor

By: _____
James B. Gibson, Chair

Attest:

Attest:

By: _____
LuAnn Holmes, MMC
City Clerk

By: _____
Lynn Marie Goya
County Clerk

Approved as to Form:

Approved as to Form:

By: John S. Ridilla 11/8/23
Deputy City Attorney Date

By: _____
Ashley A. Balducci
Deputy District Attorney

John S. Ridilla
Chief Deputy City Attorney

Exhibit A - 1 Infrastructure Maintenance Responsibilities Along 215 Beltway

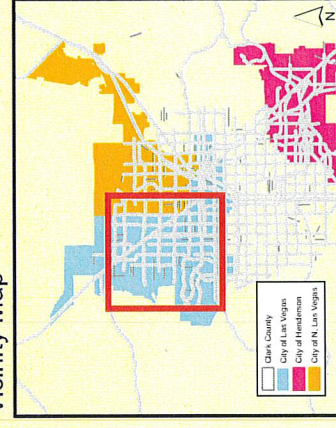
Legend

- Drainage Channel, City Maintenance Responsibility
- Trail, City Maintenance Responsibility
- Interchange Covered by this Agreement
- Overpass/Underpass Covered by this Agreement

Boundaries

- Clark County, CNLV
- City of Las Vegas

Vicinity Map



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Date: 3/22/2023

