

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1  
GRAND TETON DRIVE OVERPASS AT US-95  
TEE PEE LANE TO EL CAPITAN WAY**

**THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1** is made and entered into this 9<sup>TH</sup> day of March 2023, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” The CITY and RTC are collectively referred as the “PARTIES.”

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

**WHEREAS**, the RTC approved Interlocal Contract 3057 dated September 8, 2022, for improvements to Grand Teton Overpass at US-95, Tee Pee Lane to El Capitan Way, hereinafter referred to as “PROJECT,” located wholly within City of Las Vegas; 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 CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

**WHEREAS**, the CITY has entered into Agreement PR 136-21-063 with the Nevada Department of Transportation (NDOT); and,

**WHEREAS**, the CITY'S financial obligation from said agreement with NDOT will be covered by this Interlocal Contract; and

**WHEREAS**, the CITY and RTC will work together with the NDOT to Advance Construct the project with the expectation that \$4,300,000.00 of Surface Transportation Block Grant (STBG) funds will be allocated in Fiscal Year 2025 – 2026; and

**WHEREAS**, the CITY wishes to increase total PROJECT funding; and

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

**SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:**

1. The total cost for this contract shall not exceed \$30,600,000.00.
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 \$30,600,000.00

The remainder of Interlocal Contract 3057 dated September 8, 2022, shall remain unchanged.

**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

March 9, 2023

BY:

DocuSigned by:

*Justin Jones*

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RTC Chair

Attest

DocuSigned by:

*Marin DuBois*

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MARIN DUBOIS

Management Analyst

Approved as to Form

DocuSigned by:

*David Clyde*

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RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN

Mayor

Attest

LUANN D. HOLMES, MMC

City Clerk

Approved as to Form

*John S. Ridilla*

3/22/23

Deputy City Attorney

John S. Ridilla  
Chief Deputy City Attorney