

**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
CITY PARKWAY – D STREET CONNECTOR**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this _____ day of _____, 2008 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC”.

WITNESSETH

WHEREAS, the Regional Transportation Commission approved an Interlocal Contract on August 14, 2004 and Supplemental Interlocal Contracts dated February 8, 2007, April 12, 2007, and May 17, 2007 for an alignment study for City Parkway, D Street Connector between Grand Central Parkway and I-15;

WHEREAS, the CITY wishes to increase funding for construction and extend the completion date of the project; and

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 agrees as follows.

SECTION II – PROJECT COSTS shall be changed as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for the construction, engineering, and right-of-way acquisition shall not exceed \$507,000 which includes all of the above items.
2. The cost of the study will not be included in engineering percentage limitations.
3. The City will be granted a revised “Authorization to Proceed” for construction at a cost not to exceed \$187,000, engineering at a cost not to exceed \$120,000 and right-of-way acquisition at a cost not to exceed \$193,000, and right-of-way other at a cost not to exceed \$7,000 at the time written Authorization to Proceed is received from the RTC. The “Revised Authorization to Proceed” shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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

7. The project must be completed to the satisfaction of the RTC prior to June 30, 2011. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated August 14, 2004 and the Supplemental Interlocal Contract dated February 7, 2007, and Second Supplemental Interlocal Contract dated April 12, 2007, and Third Supplemental Interlocal Contract dated May 17, 2007 shall remain unchanged.

IN WITNESS WHEREOF, this Fourth Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Council Action

Date of Commission Action

11/13/08

City of Las Vegas

Regional Transportation Commission
of Southern Nevada

By: _____

Oscar B. Goodman, Mayor

By: Lawrence L. Brown III

Lawrence L. Brown III, Chairman

Attest

Attest

By: _____

Beverly K. Bridges, CMC
City Clerk

By: Toni Michener

Toni Michener
Executive Assistant

Approved as to Form

Approved as to Form

By: John S. Kichillo 12/15/08

Deputy City Attorney Date

By: Zey Kaplan

Zey Kaplan
General Counsel