

INTERLOCAL AGREEMENT
Regional Transportation Downtown Connector Project

This Interlocal agreement is made and entered into this _____ day of _____ 2007, by and between the County of Clark, Nevada, a political subdivision of the State of Nevada (hereinafter "County"), the City of Las Vegas (hereinafter called "CLV"), and the Regional Transportation Commission of Southern Nevada (hereinafter called "RTC") all of which collectively are the "Parties".

RECITALS

WHEREAS, one political subdivision may convey real property to another political subdivision pursuant to the authority of NRS 277.053 without charge if the property is used for a public purpose.

WHEREAS, County owns real property situated along the East side of Grand Central Parkway. Needed by CLV to expand Grand Central Parkway to provide for dedicated lanes, which will carry buses for the Downtown Connector Rapid Transit Project (hereinafter "Project") and; to assist in facilitating of the construction of the project the CLV through the RTC is willing to pay for all associated costs for the relocation of existing improvements on county property.

WHEREAS, the Parties desire to set forth the terms and conditions that will govern the agreement for the construction and relocation of the existing improvements and transfer of county property.

NOW, THEREFORE, the Parties agree as follows:

1. DESCRIPTION OF PREMISES

County agrees to convey to CLV upon completion of the Project, those premises described as follows: Approximately 40,027 square feet (0.92 acres), immediately adjacent to the east side of Grand Central Parkway from north property boundary line of Iron Horse Court and Grand Central Parkway to the SE corner of Grand Central Parkway and Bonneville Avenue, also known as a portion of Assessor's Parcel No. 139-33-710-002, more clearly defined in Exhibit "A" attached. In addition, County authorizes CLV and RTC to utilize during the term of this agreement, an area 15.00 feet in width immediately adjacent to the County property to be conveyed to facilitate the work authorized in this agreement, more clearly defined in Exhibit "B" attached.

2. Term

This Agreement shall commence upon approval by the parties and end December 31, 2008 or upon completion of the Project, whichever is sooner.

3. Construction Administration and Construction Completion and Costs

The RTC on behalf of the CLV shall administer the construction of the Project. CLV through RTC will to pay for all associated costs for relocation of fire hydrants, signage, traffic signals, sidewalks, curb, gutter, landscaping and any other associated facilities on County property in accordance with plans developed by RTC and approved by the County's Director of Real Property Management prior to any work being done on County property.

4. INSPECTIONS AND PERMITS

The CLV or RTC is responsible for obtaining all necessary permits required including but not limited to, any building or zoning permits or approvals necessary for construction. It shall be the sole responsibility of RTC to consult with other local agencies to determine what permits are needed and work with any and all utility companies to facilitate the location, removal of relocation or any utilities. County shall not be held responsible for any costs associated with any of the above.

5. MAINTENANCE

CLV shall be responsible for maintaining all roadway improvements after completion of the project.

6. INSURANCE

CLV and RTC at their expense shall, obtain and keep in force from the commencement of this agreement until the County property is conveyed to CLV, a policy of insurance, insuring County against any liability arising out of the use, occupancy and maintenance of County Property. County shall be named as additional insured on any such policies.

7. REVERSIONARY INTEREST

If for any reason the property described in Exhibit "A" attached to this agreement should cease to be used for the purpose for which it was granted, the property will immediately revert to the County of Clark.

8. NOTICES

TO COUNTY:

Clark County Department of Real Property Management
Sandra M. Norskog, Director
500 S. Grand Central Parkway, 4th floor
Las Vegas, NV 89106

TO CLV:

Dr. Douglas Selby, City Manager
City of Las Vegas
City Hall, 400 Stewart Avenue
Las Vegas, Nevada 89101

TO RTC:

Jacob L. Snow, General Manager
600 South Grand Central Parkway, Suite 350
Las Vegas, NV 89106

9. ENTIRE AGREEMENT

This agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, whether oral or written, with respect to the subject matter hereof.

10. THIRD PARTY BENEFICIARIES:

This agreement is intended only for the benefit of the Parties and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

