

INTERLOCAL AGREEMENT

This Agreement, made and entered into the 18TH day of April, 2007, by and between the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, acting by and through the City Council which is its governing body (hereinafter called "CITY"), and Regional Transportation Commission of Southern Nevada, a political subdivision of the state of Nevada (hereinafter called "RTC").

WITNESSETH

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another agency; and

WHEREAS, the RTC desires to implement a Downtown Connector Project a portion of which will provide rapid transit vehicle roadway improvements along Grand Central Parkway and Casino Center Boulevard/Third Street located wholly within the CITY; and

WHEREAS, the CITY is willing and able to perform the services described herein; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with anyone or more other public agencies to perform any governmental, service, 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, hereinafter called an Agreement; and

WHEREAS, this Agreement applies to a Design and Construction Project that will provide final design plans, specifications, construction administration, and construction of roadway and station improvements associated with the Downtown Connector Project along Grand Central Parkway and Casino Center Boulevard/Third Street, and

WHEREAS, the RTC desires the City to construct and administer the project, with the RTC having overall oversight, and

WHEREAS, this Agreement applies to the Stop and Glow Transit Shelter Design Project to incorporate neon sign and/or other types of artwork into the BRT station designs along the BRT route.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained it is agreed as follows:

ARTICLE I – RTC AGREES

1. To provide funding for the total cost of the Design Project, Construction Project and Neon Sign Artwork Design Project according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC. The total cost for these Projects shall not exceed \$45,000,000.

2. To participate on the Design Project's Technical Management Committee, and to review and provide comments on the Design Project deliverables.

ARTICLE II – CITY AGREES

1. To perform the design and construction services, or to hire and manage a consultant employed by the CITY to accomplish the Design Project, Construction Project, and Neon Sign Artwork Design Project.
2. To construct permanent median islands and landscaping along Grand Central Parkway from Bonneville Avenue to City Parkway and to permanently construct the northbound BRT station at Discovery Drive after the Las Vegas Grand Prix no longer utilizes Grand Central Parkway for the race course alignment.
3. To comply with the requirements as set forth in the Project Management Plan and Quality Assurance Plan of the RTC.
4. To bill the RTC monthly for the cost incurred associated to the Design Project. The billing will include a status report and backup for the services rendered.
5. To notify and obtain concurrence from the RTC prior to any changes in the Design or Construction Project, budget or schedule.

ARTICLE III – IT IS MUTUALLY AGREED

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. The term of this Agreement shall be from the date first written above through and including December 31, 2009.
3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR CITY: Mr. Douglas Selby
City of Las Vegas
City Manager
400 E. Stewart Ave.
Las Vegas, NV 89101

FOR RTC: Mr. Jacob Snow
Regional Transportation Commission
600 Grand Central Parkway
Las Vegas, NV 89106
Phone: (702) 676-1501
Fax: (702) 676-1518

5. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided before by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party's reasonable attorney's fees and costs.
6. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
7. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
8. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from an against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

9. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other party.
10. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
11. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.
12. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
13. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
14. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
15. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
16. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.
17. This Agreement and the rights and obligations of the parties hereto shall be governed, by and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
18. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language

