

INTERLOCAL AGREEMENT

This Agreement, made and entered into the 6TH day of June, 2007, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and City of Las Vegas, hereinafter called the CITY.

WITNESSETH:

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

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one 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, the purpose of this Agreement is to provide for the relocation of the CITY'S sewer line to the new utility bridge; and

WHEREAS, the DEPARTMENT is preparing a project to widen Interstate 15 from the I-15/US-95 Interchange extending north to Craig Road, hereinafter called the PROJECT; and

WHEREAS, the CITY owns and maintains a sewer line located on the utility bridge crossing I-15 at approximately engineer's station "L1" 935+60+/-, between the Owens Avenue overpass and the Lake Mead Blvd. Interchange; and

WHEREAS, the CITY has agreements with various utility companies and local public agencies detailing the terms and conditions under which they can install and maintain infrastructure within CITY right-of-way, hereinafter called FRANCHISE AGREEMENT'S; and

WHEREAS, the existing utility bridge will be demolished and a new utility bridge will be constructed nearby to accommodate the widening of I-15 as part of the PROJECT; and

WHEREAS, the DEPARTMENT will relocate the CITY'S sewer line to the new utility bridge and will be co-located with petroleum and water lines, as part of the PROJECT, hereinafter called IMPROVEMENTS; and

WHEREAS, the services of the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT is willing and able to perform the services described herein.

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

ARTICLE I – CITY AGREES:

1. To provide the DEPARTMENT with evidence of prior rights within a minimum of thirty (30) days after the date of this agreement set forth above.
2. To review and serve a response to all PROJECT notifications, correspondence, change orders, requests for information, design, contract and construction related documents received from DEPARTMENT within fourteen (14) calendar days of receipt for those items which the CITY will assume ownership or maintenance responsibility. Said responses shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed postage prepaid on the date posted. If served by mail, said response shall be deemed served on the date of postmark.
3. To require, if allowed by FRANCHISE AGREEMENT, those utility companies having FRANCHISE AGREEMENT'S with the CITY to relocate their facilities to accommodate the PROJECT improvements at no cost to the DEPARTMENT.

ARTICLE II - DEPARTMENT AGREES:

1. To fund the construction of, and right-of-way acquisitions for the IMPROVEMENTS, except as specifically set forth under Article I - City Agrees.
2. To be responsible for and to perform or have performed by others, the preliminary engineering, including, but not limited to, final design engineering, preparation of right of way plans, preparation of all land conveyance documents, utility engineering coordination, and relocation of utilities, right-of-way appraisal and acquisition, hydraulic engineering, environmental mitigation, geotechnical engineering, construction, construction engineering, inspection, testing, survey and related work for the IMPROVEMENTS, except as noted under Article I – City Agrees.
3. To provide the CITY preliminary plans and specifications for review and comment, and to invite the CITY to comment on the plans and specifications for the IMPROVEMENTS.
4. To perform the acquisition of all necessary temporary and permanent easements necessary for the completion of the IMPROVEMENTS, at no cost to the City.
5. Upon completion of the IMPROVEMENTS, the DEPARTMENT will record a Joint Use Easement reflecting the CITY'S and DEPARTMENT'S separate and mutual rights with the appropriate descriptions contained therein.

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 the 31st day of December, 2011 or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.
3. The parties agree to allow each other to observe, to inspect project construction and to review applicable change orders in a timely manner which prevents project delay. It is the

intention of the parties that this review does not constitute a joint exercise of powers pursuant to NRS 277.080 to 277.170.

4. 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.

5. 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 DEPARTMENT:

Susan Martinovich, P.E., Director
Attn.: Jeff Hale, P.E.
Nevada Department of Transportation
Project Management Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7319
Fax: (775) 888-7322
E-mail: jhale@dot.state.nv.us

FOR CITY:

Charlie Kajkowski, P.E.
Attn: Randy Fultz
City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6731
Fax: (702) 382-8551
E-mail: rfultz@LasVegasNevada.GOV

6. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for 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 the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

8. 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 DEPARTMENT 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.

9. 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.

10. 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 and 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.

11. 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.

12. 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.

13. 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.

14. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

15. All or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

16. 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.

17. 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.

18. 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.

19. 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 exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

20. The DEPARTMENT will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be the exclusive property of the CITY and the DEPARTMENT. The DEPARTMENT will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the CITY and the DEPARTMENT. The CITY shall not utilize (and shall ensure any consultant will not utilize) any materials, information or data obtained as a result of performance of this Agreement in any commercial or academic publication or presentation without the express written permission of the DEPARTMENT. The CITY (and any consultant) shall not reference an opinion of an employee or agent of the DEPARTMENT obtained as a result of performance of this Agreement in any publication or presentation without the written permission of the employee or agent to whom the opinion is attributed, in addition to the permission of the DEPARTMENT.


21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. 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 between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

City of Las Vegas

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

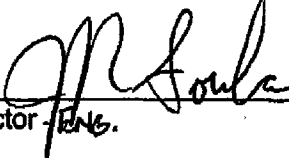


Name (Print)

OSCAR B. GOODMAN, Mayor

Title (Print)

Approved as to Form:


Asst. Director - Eng.

Reviewed:


Jim Souba, Asst. Director, Engineering

Thomas R. Fran 4/27/07
Attorney

Recommended:

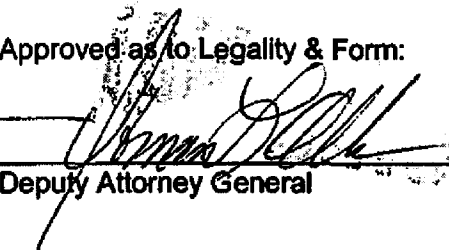

Jeff Hale, Project Manager

Reviewed:

Attest: By 
BEVERLY K. BRIDGES, CMC, Acting City Clerk


Bill Snyder, Asst. Chief Right-of-Way Agent

Approved as to Legality & Form:


Deputy Attorney General

INTERLOCAL AGREEMENT

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FOR DEPARTMENT:

Susan Martinovich, P.E., Director
Attn.: Jeff Hale, P.E.
Nevada Department of Transportation
Project Management Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7319
Fax: (775) 888-7322
E-mail: jhale@dot.state.nv.us

FOR CITY:

Charlie Kajkowski, P.E.
Attn: Randy Fultz
City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6731
Fax: (702) 382-8551
E-mail: rfultz@LasVegasNevada.GOV

6. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for 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 the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

8. 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 DEPARTMENT 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.

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10. 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 and 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.

11. 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.

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19. 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 exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

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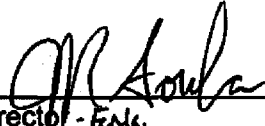
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Las Vegas

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION


Name (Print)


Asst. Director - ~~Trans.~~

OSCAR B. GOODMAN, Mayor
Title (Print)

Reviewed:

Jim Souba, Asst. Director, Engineering

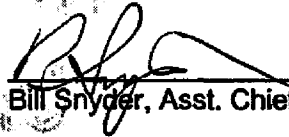
Approved as to Form:

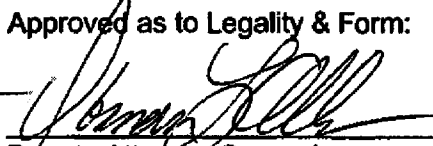
 4/27/07
Attorney

Recommended:

Jeff Hale, Project Manager

Attest: By 
BEVERLY K. BRIDGES, CMC, City Clerk

Reviewed:

Bill Snyder, Asst. Chief Right-of-Way Agent

Approved as to Legality & Form:

Deputy Attorney General