

**INTERLOCAL AGREEMENT**  
**FY05 Bus Turnout Project**  
**Charleston Bus Turnouts—Fremont Street to Nellis Boulevard**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the County of Clark (the "County") a political subdivision of the State of Nevada, and the City of Las Vegas (the "City") a municipal corporation of the State of Nevada (collectively referred to as the "Parties").

**RECITALS**

WHEREAS, Nevada Revised Statute (the "NRS") 277.180(2)(a) and (b) authorize any two or more governmental entities of the State of Nevada to enter into interlocal agreements for joint use of road construction and other public works for their mutual benefit, and

WHEREAS, the City desires to acquire right-of-way within the boundaries of the unincorporated area of the County for the public use and enhancing the safety of the public by providing for construction of multiple bus turnouts along Charleston Boulevard between Fremont Street and Nellis Boulevard (the "Project") to be generally located in that portion of the North Half (N 1/2) of Section 1, Township 21 south, Range 61 East, and the North Half (N 1/2) of Sections 5 and 6, Township 21 South, Range 62 East.

WHEREAS, the Project lies partially within the boundaries of the City and partially within the boundaries of the County; and,

WHEREAS, portions of privately owned real properties needed to construct the Project lie within the boundaries of the County, including Clark County Assessor's Parcel Numbers (the "APN") 161-05-510-012, 161-05-510-013, 161-05-510-014, 161-06-110-003, 161-06-110-004, 161-06-110-035, 161-06-110-036, 161-06-110-037, 161-06-110-038, 161-06-111-020, 161-06-111-021, 161-06-111-022, 161-06-111-024, 161-06-111-025, 161-06-111-026, 161-06-111-027, 161-06-111-028, 161-06-111-029, 161-06-111-030, 161-06-501-006, 162-01-102-005, 162-01-102-007, 162-01-111-002, 162-01-111-003, and 162-01-501-002, and

WHEREAS, the Parties desire, by this Agreement, to memorialize their understandings with respect to such inclusion and exercise.

NOW THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained, and of other good and valuable considerations, the receipt of sufficiency of which are hereby acknowledged by each of the Parties, the Parties do hereby agree as follows:

**COUNTY AGREES:**

1. To consent to the exercise, by the City, of such City authority and power as is necessary to obtain the necessary rights-of-way for the Project including condemnation as permitted under NRS, for only those parcels listed under private ownership herein, located in the unincorporated areas of the County.
2. To allow the City to manage all aspects of the plans check, approval, inspection and construction of the Project.

3. To complete review and comment on design submitted by the City within fourteen calendar days.
4. Subject to budgeted appropriation and allocations of sufficient funds by the Board of County Commissioners, the County agrees to maintain the portion of the Project located within the jurisdictional boundaries of the County so long as it is in the best interest of the public, solely determined by the Board of County Commissioners.

**CITY AGREES:**

1. To obtain the necessary permits and approval from the County at no cost or expense to the County.
2. To acquire at the City's sole cost and expense the necessary rights-of-way currently listed under private ownership herein located in the unincorporated areas of the County.
3. Any condemnation proceedings, if necessary, are to be done in the name of the City and at the sole cost and expense of the City.
4. To pay all judgments and/or awards for the condemnation, acquisition costs, appraisal fees, purchase amounts, closing costs, and any other necessary fees and/or compensation.
5. At no cost or expense to the County, to design, obtain the necessary rights-of-way, perform contract administration, and construct the Project in accordance with the Regional Transportation Commissions of Southern Nevada's Policy and Procedures Manual.
6. To submit the design to the County's Department of Public Works for the County's review.
7. To advertise and award the Project pursuant to the NRS 338.143 and NRS 338.147.
8. To construct the Project at no cost or expense to the County.
9. To manage all aspects of the design, bidding, approval, management and construction of the Project at not cost or expense to the County.
10. All Project property located in the jurisdiction of the County must be transferred at no cost or expense to the County and free of all liens, restrictions, encumbrances, and/or conditions and in a manner acceptable to the County.
11. Upon completion of construction of public road improvements, to operate, maintain, and repair the rights-of-way at the City's sole cost and expense within the Proeject limits of the jurisdictional boundaries of City.

**IT IS MUTUALLY AGREED:**

1. Up to the limits set forth in NRS Chapter 41, the City shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the acts or omissions of its officers, employees and agents. The City further agrees to be responsible for any causes of action with respect to the County delegation of condemnation authority.

2. 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.
3. That there shall be no reimbursement from the County to the City for any right-of-way acquisition expenses incurred by the City.
4. This Agreement shall become effective upon the later of the date on which the Board of County Commissioners of the County approves the execution hereof on the part of the County or the date on which the City Council approves the execution hereof on the part of the City and shall remain in full force and effect until the date on which the improvements are completed.
5. This agreement may be terminated by the County provided that a termination shall not be effective until thirty days after the County has served written notice upon the City. This Agreement may be terminated by mutual consent of both Parties.
6. It is specifically agreed between the Parties executing this Agreement that it is not intended by the Parties that any of the provisions of any part of this Agreement 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. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any officer where such records and documentation is maintained. Such records and documentation shall be maintained for three years after final payment is made.
7. 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.
8. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
9. This Agreement constitutes the entire Agreement of the Parties and as 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, 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.
10. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

Date of Commission Action

\_\_\_\_\_

\_\_\_\_\_

City of Las Vegas

County of Clark

By: \_\_\_\_\_  
Oscar B. Goodman, Mayor

By: \_\_\_\_\_  
RORY REID, Chairman  
Board of County Commissioners

Attest

Attest

By: \_\_\_\_\_  
Beverly K. Bridges, CMC  
City Clerk

By: \_\_\_\_\_  
Shirley B. Parraguire  
County Clerk

Approved as to Form

Approved as to Form

By: John S. Redden 4/17/08  
Deputy City Attorney Date

By: \_\_\_\_\_  
Christopher Figgins Date  
Chief Deputy District Attorney