

**INTERLOCAL AGREEMENT  
FOR THE DESIGN OF BRUCE WOODBURY BELTWAY  
WIDENING, PECOS ROAD TO STEPHANIE STREET**

This INTERLOCAL AGREEMENT is made by and between the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, hereinafter called "CITY", and CLARK COUNTY NEVADA, a political subdivision of the State of Nevada, hereinafter called "COUNTY". The CITY and the COUNTY are sometimes referred to herein as "Party" and sometimes collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, an INTERLOCAL AGREEMENT is defined as an agreement between public agencies to "obtain a service" from another public agency;

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes (NRS) Chapter 277.180;

WHEREAS, the COUNTY has engaged in a continual program of improvements to various segments of the Clark County 215 Bruce Woodbury Beltway ("Beltway"), including widening to an eight-lane facility (four lanes in each direction) for the segment of Beltway west of Pecos Road;

WHEREAS, the CITY desires to continue the COUNTY's program and improve the segment of the Beltway between Pecos Road and Stephanie Street by widening to an eight-lane facility (four lanes in each direction) and adding auxiliary lanes between interchanges, hereinafter referred to as "PROJECT" and the limits of the PROJECT generally depicted on Exhibit A;

WHEREAS, the CITY and COUNTY recognize the PROJECT will be a benefit to the citizens of Henderson and the citizens of Clark County and will provide improved connectivity and mobility for their citizens;

WHEREAS, the COUNTY has identified funding that may be used for the design of the PROJECT;

WHEREAS, the CITY is willing to administer the design of the PROJECT, so long as the COUNTY pays for all costs and expenses associated with the design of the PROJECT as set forth herein;

WHEREAS, the purpose of this INTERLOCAL AGREEMENT is to define the Parties' responsibilities and to describe the cooperation and participation of the Parties during the execution of the design of the PROJECT;

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

### **ARTICLE I – SCOPE OF PROJECT**

1. The PROJECT is anticipated to include the following beltway improvements between Pecos Road and Stephanie Street: widening the Beltway to add an additional lane in each direction, addition of auxiliary lanes, Diverging Diamond Interchange (DDI) at Green Valley Parkway, ramp improvements at Pecos Road and pedestrian bridge at Green Valley Parkway and Village Walk.

### **ARTICLE II - COUNTY AGREES**

1. To fund the CITY's consultant design engineering and the administration of the design of the PROJECT. The consultant design engineering and design administration costs shall not exceed the amount of FIVE MILLION DOLLARS (\$5,000,000.00).

2. To assign a Project Manager to act as the COUNTY's representative and designated point of contact who will oversee the PROJECT design development activities and coordinate between the COUNTY and the CITY teams to ensure the continuity of communications between the Parties.

3. To review plans and estimates and provide written comments.

4. To approve the plans for the PROJECT.

5. Within 60 days of COUNTY's approval of this Agreement, COUNTY will make an initial payment of ONE MILLION DOLLARS (\$1,000,000.00) to the CITY for work to be completed in the following 90 days. Thereafter the COUNTY will make advance payments to the CITY on a ninety-day cycle, said payments to be mutually agreed to and based on projected CITY expenses for that ninety-day cycle.

6. To bear at its sole expense all costs, including, but not limited to additional design costs if the COUNTY causes and/or requests additions and/or changes to the scope of the design of the PROJECT. The Parties acknowledge that additional costs may require approval of the COUNTY's governing board.

### **ARTICLE III - CITY AGREES**

1. To contract for the design of the PROJECT, with an appropriately licensed consulting design engineering service, in accordance with the appropriate standards, policies and specifications, applicable laws, statutes, ordinances, regulations and codes.

2. To provide the COUNTY with supporting documentation for design consultant costs as well as the opportunity to provide input relative to the following processes: scope of services development; design and construction.

3. To assign a Project Manager to act as the CITY's representative and designated point of contact, who will deliver the design for the PROJECT and coordinate between the COUNTY, Regional Transportation Commission of Southern Nevada (RTC SNV), State of Nevada Department of Transportation (NDOT), and Federal Highway Administration (FHWA) teams to ensure continuity of communications and compliance with all federal and state requirements.

4. To establish and maintain a budget for the design of the PROJECT. This budget will be maintained by the Project Manager and CITY's Public Works Department.

5. To provide the COUNTY an accounting of all PROJECT expenses to include all invoices paid, subsequent to the initial payment, and prior to each advance payment.

6. To ensure all reporting and PROJECT documentation, as necessary for financial management and required by applicable COUNTY requirements, is submitted by the CITY to the COUNTY in accordance with COUNTY requirements.

7. That County reserves the right to review and/or audit all records pertaining to the PROJECT during and after completion.

8. To obtain, all licenses, permits, and/or fees and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this INTERLOCAL AGREEMENT, including, without limitation, worker's compensation laws, licensing laws and regulations.

9. That the PROJECT design will be completed to the satisfaction of the COUNTY.

10. To return to the COUNTY all unspent funds advanced by the COUNTY for the PROJECT design.

#### **ARTICLE IV - IT IS MUTUALLY AGREED**

1. A written request must be made to the COUNTY and a supplemental interlocal contract approved by the Board of County Commissioners to increase the total cost of the PROJECT, prior to payment of additional funds.

2. A separate agreement will be required to address construction funding for the PROJECT.

3. The term of this INTERLOCAL AGREEMENT shall be from the "Effective Date," which shall be the date of the last signature on this INTERLOCAL AGREEMENT, and through the latter of December 31, 2025, or completion of the PROJECT design.

4. This INTERLOCAL AGREEMENT shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

5. This INTERLOCAL AGREEMENT shall be amended to include other phases of PROJECT development, if necessary.

6. This INTERLOCAL AGREEMENT may be terminated by either Party unilaterally or by mutual consent of both Parties within thirty days of receipt of written notice. Within 60 days of termination, CITY shall return any unused funds advanced by COUNTY, except to the extent necessary to pay for PROJECT expenses that could not be avoided or cancelled.

7. All notices or other communications required or permitted to be given under this INTERLOCAL AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the addresses set forth below.

FOR COUNTY: Denis Cederburg, P.E., Director  
Clark County Department of Public Works  
500 South Grand Central Parkway, Suite 2066  
P.O. Box 554000  
Las Vegas, Nevada 89155  
Telephone: 702-455-6020  
Email: [dlc@ClarkCountyNV.gov](mailto:dlc@ClarkCountyNV.gov)

FOR CITY: Edward McGuire, P.E., Director  
Attn: Brooke Prescia, P.E.  
City of Henderson Department of Public Works  
240 South Water Street  
P.O. Box 95050 MSC 112  
Henderson, Nevada 89009-5050  
Telephone: 702-267-3070  
Email: [Brooke.Prescia@CityofHenderson.com](mailto:Brooke.Prescia@CityofHenderson.com)

8. 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 INTERLOCAL 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 years after final payment is made.

9. Failure of either Party to perform any obligation of this INTERLOCAL AGREEMENT shall be deemed a breach. Except as otherwise provided for by law or this INTERLOCAL AGREEMENT, the rights and remedies of the Parties shall 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 attorneys' fees and costs.

10. 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 CITY breach shall never exceed the amount of funds which have been appropriated for payment under this INTERLOCAL AGREEMENT, but not yet paid, for the fiscal year budget in existence at the time of the breach.

11. Neither Party shall be deemed to be in violation of this INTERLOCAL 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 pandemics, epidemics, 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 INTERLOCAL AGREEMENT after the intervening cause ceases.

12. Up to the limitations of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.

13. The Parties are associated with each other only for the purposes and to the extent set forth in this INTERLOCAL 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 INTERLOCAL AGREEMENT. Nothing contained in this INTERLOCAL 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.

14. Failure to declare a breach or the actual waiver of any particular breach of the INTERLOCAL 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, including another breach of the same provision.

15. The illegality or invalidity of any provision or portion of this INTERLOCAL AGREEMENT shall not affect the validity of the remainder of the INTERLOCAL AGREEMENT and this INTERLOCAL 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 INTERLOCAL AGREEMENT unenforceable.

16. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this INTERLOCAL AGREEMENT without prior written consent of the other Party.

17. Except as otherwise expressly provided by this INTERLOCAL AGREEMENT, all or any property presently owned by either Party shall remain in such ownership upon termination of this INTERLOCAL AGREEMENT, and there shall be no transfer of property between the Parties during the course of this INTERLOCAL AGREEMENT.

18. Pursuant to NRS Chapter 239, 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.

19. The Parties hereto represent and warrant that the person executing this INTERLOCAL AGREEMENT on behalf of each Party has full power and authority to enter into this INTERLOCAL AGREEMENT and that the Parties are authorized by law to perform the services set forth herein.

20. This INTERLOCAL 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 state district courts for enforcement of this INTERLOCAL AGREEMENT.

21. This INTERLOCAL AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a Party hereto, and neither this INTERLOCAL AGREEMENT, nor any interest therein, may be assigned without the prior written consent of the non-assigning.

22. The Parties executing this INTERLOCAL AGREEMENT specifically agree that it is not intended by any of the provisions of any part of this INTERLOCAL 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 INTERLOCAL AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this INTERLOCAL AGREEMENT.

23. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

24. This INTERLOCAL 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 INTERLOCAL AGREEMENT specifically displays a mutual intent to amend a particular part of this INTERLOCAL AGREEMENT, general conflicts in language between any such attachment and this INTERLOCAL AGREEMENT shall be construed consistent with the terms of this INTERLOCAL AGREEMENT. Unless otherwise expressly authorized by the terms of this INTERLOCAL AGREEMENT, no modification or amendment to this INTERLOCAL AGREEMENT shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

25. This INTERLOCAL AGREEMENT may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties thereto, regardless of whether originals are delivered thereafter.

26. The Recitals to this INTERLOCAL AGREEMENT are incorporated into and shall constitute a part of this INTERLOCAL AGREEMENT.

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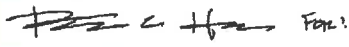
IN WITNESS WHEREOF, the Parties have caused this INTERLOCAL AGREEMENT to be executed by their respective duly authorized representatives as of the day and year last entered below.

CITY OF HENDERSON  
a municipal corporation and political  
subdivision of the State of Nevada

CLARK COUNTY, NEVADA

BY:

DocuSigned by:



05/11/2022 | 8:25 AM PDT

Richard Derrick  
City Manager/CEO

Yolanda T. King  
County Manager

ATTEST:

DocuSigned by:




05/11/2022 | 8:42 AM PDT

Jose Luis Valdez, CMC  
City Clerk

APPROVED AS TO FORM:


DocuSigned by:

  
Nicholas Vaskov  
City Attorney

05/10/2022 | 6:56 PM PDT


DS  
WG  
CAO  
Review

APPROVED AS TO FORM:

  
Laura C. Rehfeldt  
Deputy District Attorney

APPROVED AS TO FUNDING:


DocuSigned by:

  
Jim McIntosh  
Chief Financial Officer

05/05/2022 | 4:52 PM PDT

APPROVED BY DEPARTMENT:

DocuSigned by:

  
Edward McGuire  
Public Works Director

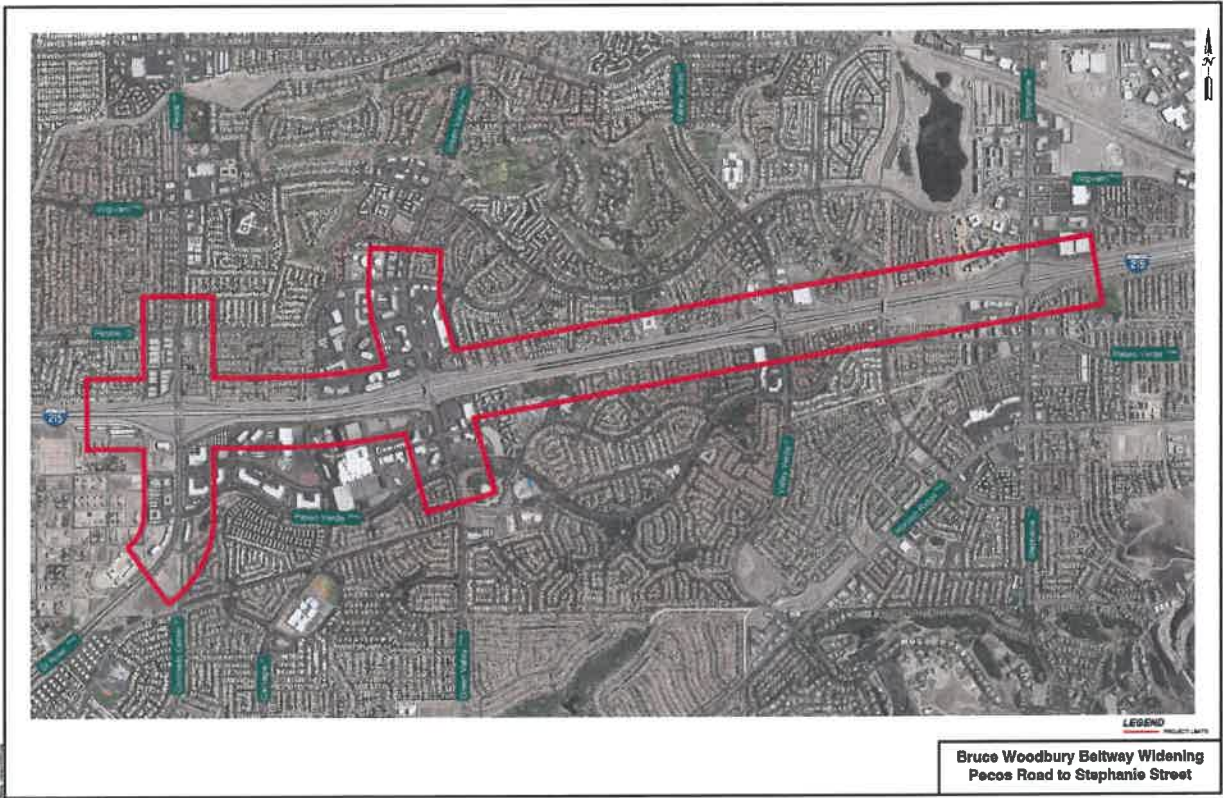
05/05/2022 | 8:22 AM PDT

Date of Council Action: May 3, 2022 CA-19

INTERLOCAL AGREEMENT  
FOR THE DESIGN OF BRUCE WOODBURY BELTWAY  
WIDENING, PECOS ROAD TO STEPHANIE STREET



EXHIBIT A



INTERLOCAL AGREEMENT  
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