

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Clark County Public Works, 500 S. Grand Central Pkwy., Second Floor, Las Vegas, NV 89155, hereinafter called the "COUNTY".

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 (NRS), the Director of the DEPARTMENT may enter into those 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; and

WHEREAS, DEPARTMENT desires to install a Ramp Metering System at the intersection of Primm Blvd., and the I-15 South on ramp, and further desires to connect to existing COUNTY owned equipment consisting of an electrical service pedestal and traffic signal infrastructure that provides power to the existing traffic signal (COUNTY Signal Equipment), owned and maintained by the COUNTY at this intersection, for the purpose of providing electrical power to the new Ramp Metering System in Clark County; and

WHEREAS, COUNTY is willing to allow DEPARTMENT access to the COUNTY Signal Equipment for the purpose of providing electrical power to the Ramp Metering System at the intersection of Primm Blvd., and the I-15 South on ramp, subject to the terms and conditions herein; and

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

ARTICLE I – COUNTY AGREES

1. To review, comment and approve, if appropriate, plans, including any alterations thereto, showing all proposed connections of the Ramp Metering Systems to the County Signal Equipment, within fourteen (14) calendar days of receipt.
2. To operate and provide, subject to budgeted appropriations, the necessary maintenance, repair, and labor associated with the existing traffic signal, currently controlling traffic at the intersection of Primm Blvd., and the I-15 South on ramp.
3. To own, operate, and maintain the COUNTY Signal Equipment that powers the existing traffic signal at the intersection of Primm Blvd., and the I-15 South on ramp.
4. To allow the DEPARTMENT to connect to the COUNTY Signal Equipment at the intersection of Primm Boulevard and the I-15 South on-ramp, for the purpose of providing electrical power to the Ramp Metering System.

5. To pay for electrical energy usage for the Ramp Metering System.

ARTICLE II - DEPARTMENT AGREES

1. To provide COUNTY plans for review, comment and approval by the COUNTY, as determined by the COUNTY, showing all proposed connections to COUNTY Signal Equipment, resulting from installation of the Ramp Metering System, and to adhere to COUNTY requirements regarding connection method(s).

2. To provide notice to COUNTY of any alterations and plans related thereto, subject to COUNTY review and approval of the electrical connection to COUNTY Signal Equipment, prior to work being performed.

3. To fund one hundred percent (100%) of the cost of the Ramp Metering System including the electrical connection to COUNTY Signal Equipment.

4. To install, own, operate, repair, and maintain the Ramp Metering System at no cost or expense to the COUNTY.

5. That the installation, ownership, operation, repair, and/or maintenance of the Ramp Metering System will not interfere with operation or function of the COUNTY Signal Equipment, and/or the traffic signal at the intersection of Primm Blvd., and the I-15 South ramp.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above, and continue in perpetuity for the operation and maintenance as specified herein.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The COUNTY Signal Equipment shall be, and remain the sole and exclusive property of the COUNTY, and the Ramp Metering System shall be, and remain the sole and exclusive property of the DEPARTMENT.

4. This Agreement may be terminated by either party, provided that the termination shall not be effective until thirty (30) calendar 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. This Agreement shall inure and be binding upon the respective successors and assigns of the parties hereto.

6. 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 by the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Mario Gomez, P.E.
Nevada Department of Transportation
Division: District I (C101)
123 E. Washington Ave.
Las Vegas, NV 89101
Phone: (702) 385-6500
E-mail: mgomez@dot.nv.gov

FOR COUNTY:

Denis L. Cederburg, Director
Clark County Public Works
500 S. Grand Central Pkwy., #2
Las Vegas, NV 89155
Phone: (702) 455- 6020
E-mail: DLC@clarkcountynv.gov

7. 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.

8. 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.

9. 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 breach by either party 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.

10. 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, pandemics or epidemics. 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.

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 this 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.

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. Except as otherwise expressly provided by this Agreement, 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 Chapter 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 state district courts for enforcement of this Agreement.

20. 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.

21. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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.

23. The recitals set forth above are, and for all purposes shall be interpreted as being an integral part of this Agreement, and are incorporated in this Agreement by reference.

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

Clark County Public Works

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

James B. Gibson, Chair
Board of County Commissioners

Director

Approved as to Legality and Form:

Approved as to Legality and Form:



Laura Rehfeldt, Deputy District Attorney

Deputy Attorney General