

INTERLOCAL AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2025, by and between the City of Boulder City ("BOULDER CITY"), a political subdivision of the State of Nevada and The City of Henderson ("HENDERSON"), a municipal corporation and political subdivision of the State of Nevada, hereinafter individually a "Party" or collectively as the "Parties."

WITNESSETH:

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, HENDERSON has annexed land into the HENDERSON city limit, located in the Eldorado Valley area, adjacent to the city limits of BOULDER CITY; and

WHEREAS, BOULDER CITY is the owner of certain property in the Eldorado Valley area containing existing roadways and/or roadway alignments commonly known as Old US 95 and Spring Canyon Road, as indicated on the attached **Exhibit A** (the "Existing Roadways"); and

WHEREAS, HENDERSON intends to establish new right of way access alignment(s) to provide connectivity within the Eldorado Valley area; and

WHEREAS, the transactions described herein will be of benefit to the people of the State of Nevada, and the citizens of BOULDER CITY and HENDERSON; and

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

AGREEMENT

1. The foregoing Recitals are hereby incorporated and made a part of this Agreement as if fully included herein.
2. This Agreement is for the dedication of public right-of-way in perpetuity.
3. In order to jointly plan for connectivity and transportation needs within Eldorado Valley, BOULDER CITY and HENDERSON agree to access to and use of the Existing Roadways, as follows:
 - a. BOULDER CITY shall perpetuate with dedication as public right-of-way the existing Old US 95 alignment at APN 189-23-501-004, and the continuing portion of the alignment on APN 189-23-201-001 in the north half of section 23 connecting to existing Impact Sand Road, as indicated in **Exhibit A**. HENDERSON shall maintain that portion of Old US 95 as a paved roadway, without curb, gutter or sidewalk at its sole cost and expense. BOULDER CITY has no obligation to maintain the remainder of the existing Old US 95.

- b. BOULDER CITY shall agree to dedicate sufficient portions of APNs 189-26-101-003 and perpetuate as public right-of-way the existing Spring Canyon alignment on 189-23-201-001 and 189-26-199-003, as public right-of-way to match the existing, adjacent HENDERSON Spring Canyon right-of-way identified as APN 189-23-499-001, to accommodate the connection of Spring Canyon Road to US 95. HENDERSON shall maintain Spring Canyon as a Major Collector in accordance with the roadway section attached as **Exhibit A** at its sole cost and expense.
- c. BOULDER CITY shall agree to public right-of-way dedication for the Spring Canyon roadway alignment going west along the section lines within portions of APNs 189-28-000-001 and 189-27-000-002 and support the BLM right-of-way grant application for portions of 189-21-000-001.
- d. BOULDER CITY shall agree to HENDERSON's review and approval of roadway improvements along the Impact Sand Road shown on the attached **Exhibit A**. Also agreeing the maintenance of the Impact Sand Road will be by HENDERSON or other private parties. All portions of the Impact Sand Road are within portions of APN 189-23-201-001.
- e. BOULDER CITY shall agree to HENDERSON's review, approval and maintenance of roadway improvements along the portion of Old US 95 within portions of APN 189-14-000-005, as shown on the attached **Exhibit A**.
- f. In exchange for HENDERSON's access and use of Existing Roadways, HENDERSON agrees as follows:
- g. HENDERSON shall prepare the legal descriptions and depictions required for BOULDER CITY to dedicate the public right-of-ways as set forth in subsection 3 (a) through (c), and record the final documents as its sole cost and expense.
- h. HENDERSON shall complete new right of way access alignment(s) to provide connectivity within the Eldorado Valley area at its sole cost and expense.
- i. HENDERSON shall indemnify, defend and hold BOULDER CITY harmless from and against any and all liens, mechanics liens, claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney costs and fees) related to or arising as a result of this Agreement. This paragraph shall survive the expiration or termination of this agreement.
- j. HENDERSON shall self-insure for any and all direct or indemnity claims relating to the access and use under this Agreement.

4. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party. This Agreement shall be effective on the later of the approval dates of this Agreement by the Parties' respective boards or councils ("Effective Date").

5. Failure of either Party to perform any material obligation of this Agreement that has not been cured within sixty (60) days, or if cure is not possible within sixty (60) days the Party shall have commenced and continuously works to cure any failure to perform, shall be deemed a breach of this Agreement. Except as otherwise provided for by law or this Agreement, the rights and remedies of the respective 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.

6. 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, including another breach of the same provision.

7. Neither Party waives and each intends to assert available statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. Agreement liability of both parties shall not be subject to punitive damages.

8. 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 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 address set forth below:

FOR BOULDER CITY: Gary Poindexter, Director Public Works
City of Boulder City
Address: 401 California Ave.
Boulder City, NV 89005
Phone: (702) 293-9442
Email: gpoindexter@bcnv.org

FOR HENDERSON: Lance M. Olson, PE, Director Public Works
City of Henderson
Mailing:
P.O. Box 95050
Henderson, NV 89009-5050
Physical:
240 Water Street
Henderson, NV 89015
Phone: (702) 267-3030
Fax:
E-mail: Lance.Olson@cityofhenderson.com

9. All 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 as a result of this Agreement.

10. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement. Each Party is and shall be a separate and distinct entity from the other and, subject only to the terms of this Agreement, shall have the sole right to manage, control, operate 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 or to otherwise create any liability for the other Party whatsoever, to create relationships of any employer-employee or principal agent with respect to the indebtedness, liabilities and obligations of the other Party or any other entity.

11. 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.

12. 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.

13. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party. Except as otherwise 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.

14. 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 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 exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement. Venue for any action shall be in the Eighth Judicial District Court, Clark County, Nevada.

18. 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.

19. This Agreement constitutes the entire agreement of the Parties and 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.

[Signatures on Next Page]

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

CITY OF HENDERSON

CLARK COUNTY, NEVADA

Stephanie Garcia-Vause

City Manager/CEO

ATTEST:

Jose Luis Valdez, MMC

City Clerk

APPROVED AS TO FORM

Nicholas Vaskov
City Attorney

CAO Review

APPROVED AS TO FUNDING

Maria Gamboa
Director of Finance

APPROVED BY DEPARTMENT

Lance M. Olson, PE,
Director of Public Works

CITY OF BOULDER CITY
CLARK COUNTY, NEVADA

Ned Thomas
City Manager

ATTEST:

Tami McKay
City Clerk

APPROVED AS TO FORM:

Brittany Lee Walker, Esq.
City Attorney