COOPERATIVE AGREEMENT

This Agreement is made and entered into , by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the “DEPARTMENT,” and CLARK COUNTY, Nevada, hereinafter called the “COUNTY.”

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (“NRS”) Chapters 277 and 408; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into an agreement in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, NRS Chapter 408 provides for the DEPARTMENT to relinquish portions of State rights-of-way and highways; and

WHEREAS, the purpose of this Agreement is to accommodate certain road transfers, including ownership (whether by fee, permit or prescriptive in nature), and related maintenance responsibilities, between the DEPARTMENT and the COUNTY. The DEPARTMENT’s transfer to the COUNTY for those roads listed in Attachment A, attached hereto and incorporated herein, and the COUNTY’s transfer to the DEPARTMENT of those roads listed in Attachment B, attached hereto and incorporated herein, all of which are located in the Clark County, Nevada, subject to those additional conditions identified in Attachment C, attached hereto and incorporated herein, hereinafter called the “TRANSFER”; and

WHEREAS, the DEPARTMENT presently owns the right-of-way or has material rights and maintains the roads and their limits as listed on Attachment A of this Agreement; and

WHEREAS, the COUNTY presently owns the right-of-way or has material rights and maintains the roads and their limits as listed on Attachment B of this Agreement; and

WHEREAS, it is the intent of the parties hereto that the DEPARTMENT and the COUNTY relinquish and convey all of their respective rights, titles, and interests in those roads listed on Attachment A and Attachment B of this Agreement, and that such relinquishment is to be subject to those conditions identified in Attachment C to this Agreement; and

WHEREAS, the TRANSFER will be of benefit to the DEPARTMENT, to the COUNTY, and to the people of the State of Nevada; and

WHEREAS, the Department has agreed to submit a Resolution of Relinquishment to its Board of Directors (“Board”) to consider the TRANSFER; and

WHEREAS, this Agreement is conditioned upon the COUNTY and the DEPARTMENT amending Exhibit A of Agreement No. NM13-86-803, executed September 20, 1983, between the Nevada Department of Transportation and Clark County, concerning those roads for which the State assumed responsibility.
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 accept the right-of-way of those roads listed in Attachment A and shown on Exhibit 1, attached hereto and incorporated herein, subject to those additional conditions identified in Attachment C, upon execution of this Agreement and recordation of the Resolution of Relinquishment.

2. To TRANSFER the right-of-way and maintenance responsibility of those roads listed in Attachment B and shown on Exhibit 2, attached hereto and incorporated herein, subject to those additional conditions identified in Attachment C upon execution of this Agreement and recordation of the Resolution of Relinquishment and Quit Claim Deed(s).

3. To provide the DEPARTMENT with copies of all records regarding the right-of-way and highways referred to in Attachment B, addressing legal descriptions, right-of-way maps, utility easement descriptions, maintenance records, as-built drawings, and structure details, where available.

4. To have prepared all legal descriptions and maps necessary for the TRANSFER of those roads listed in Attachment B to this Agreement.

5. To provide the legal descriptions and maps to the DEPARTMENT for review and comment prior to the TRANSFER.

6. To recommend to the Clark County Board of Commissioners its approval of the Resolution Consenting to Relinquishment for the subject roads.

**ARTICLE II - DEPARTMENT AGREES**

1. 1. To accept the right-of-way of those roads listed in Attachment B, and shown on Exhibit 2, subject to those additional conditions identified in Attachment C upon execution of this Agreement and recordation of the Resolution of Relinquishment and Quit Claim Deed(s).

2. To TRANSFER the right-of-way and maintenance responsibility of those roads listed in Attachment A and shown on Exhibit 1, subject to those additional conditions identified in Attachment C upon execution of this Agreement and recordation of the Resolution of Relinquishment.

3. To provide the COUNTY with copies of all records regarding the right-of-way and highways referred to in Attachment A, addressing legal descriptions, right-of-way maps, utility easement descriptions, maintenance records, as-built drawings, and structure details, where available.

4. To have prepared all legal descriptions and maps necessary for the TRANSFER of those roads listed in Attachment A to this Agreement and shown on Exhibit 1.

5. To provide the legal descriptions and maps to the COUNTY for its review and comment prior to TRANSFER of the roadways.
6. To prepare the Resolution Consenting to Relinquishment and Land Transfer Agreement ("Consent") and the Resolution of Relinquishment. The Consent will be submitted to the COUNTY for action and approval by the Clark County Board of Commissioners. The DEPARTMENT will submit the Resolution of Relinquishment to the Department of Transportation Board of Directors for its final approval.

ARTICLE III - IT IS MUTUALLY AGREED

1. The transfer of maintenance responsibility and operation of those roads listed on Attachments A and B, excluding that portion of CC215 beginning at the east edge of the bridge deck for CC215 at Pecos Road, to Warm Springs Road, shall be effective thirty (30) calendar days after the execution of this Agreement by both parties. The transfer of maintenance and operation of the excluded portion of CC215 will be effective upon County's completion of construction for an additional lane in each direction.

2. Maintenance responsibility shall mean taking over all maintenance activities within the right-of-way including but not limited to, pavement, curb and gutter, sidewalk, signing, fencing, irrigation, landscaping, storm drain facilities, and lighting, unless otherwise specified in Attachment C.

3. The maintenance responsibilities for Russell Road specified on Attachment C supersede all prior agreements between the parties regarding I-15/Russell Interchange including Highway Agreement No. PR 471-91-010.

4. The delivery of all right-of-way documents for the TRANSFER of those roads on Attachments A and B shall be completed within eighteen (18) calendar months of the approval of this Agreement.

5. This Agreement shall terminate upon the TRANSFER of ownership and the Improvements of those roads listed on Attachment A and Attachment B when final notification by each agency has been given to the respective agency indicating acceptance of the final right-of-way documents. The notification to the Department of Transportation shall be in writing and delivered to the DEPARTMENT's District 1 Engineer. Notification to Clark County shall be given in writing and delivered to the Public Works Director for Clark County.

6. This Agreement does not allocate or re-allocate any funding for maintenance activities or future construction activities planned or desired on the roadways being transferred, subject to those conditions identified in Attachment C. When the transfers are complete both parties agree to be responsible for securing any and all funding that may be necessary for maintenance or future construction activities of the subject roads.

7. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal, State, or local funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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 telephonic facsimile or electronic mail 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:
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. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, 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. Agreement liability of both parties shall not be subject to punitive damages.

11. 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.

12. 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.

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 shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement.

15. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.
16. 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 office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

17. 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.

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

19. 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 engage in the cooperative action set forth herein.

20. 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.

21. 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 to be kept confidential by this Agreement.

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

23. 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.

CLARK COUNTY

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

Steve Sisolak
Chairman, Board of County

Director

5 NM499-17-805
Commissioners

ATTEST:  

_________________________________

Lynn Marie Goya
County Clerk

Approved as to Legality & Form:

_________________________________

Deputy Attorney General

Approved as to Form:

_________________________________

Christopher D. Figgins
Chief Deputy District Attorney
<table>
<thead>
<tr>
<th>Location:</th>
<th>From*</th>
<th>To*</th>
<th>Length (mi.)*</th>
<th>Lane Miles</th>
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<td><strong>39.111</strong></td>
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</tbody>
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*Notes:

1) Termini shown are approximate and only for reference. Actual limits will be defined in right-of-way documents.

2) Length shown is approximate and only for reference. Actual lengths will be defined in right-of-way documents.

3) Ownership of any portion of a roadway lying within the I-15 right-of-way will not be transferred

4) Ownership of any portion of roadway that crosses another State Route will not be transferred

** The following roads (not listed in this transfer) will be returned to Clark County under the Amendment to Agreement NM13-86-803

as a condition to this agreement:

| Jones Ave., Tropicana to Sahara |
| Sahara, Boulder Hwy to Nellis |
## Attachment B

### Summary of Transfer

#### ROADS TO THE DEPARTMENT

<table>
<thead>
<tr>
<th>Location</th>
<th>From*</th>
<th>To*</th>
<th>Length (mi.)*</th>
<th>Lane Miles</th>
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<td>47.88</td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>7.980</td>
<td>47.88</td>
</tr>
</tbody>
</table>

*Notes:*

1) Termini shown are approximate and only for reference. Actual limits will be defined in right-of-way documents.

2) Length shown is approximate and only for reference. Actual lengths will be defined in right-of-way documents.
ATTACHMENT C
ADDITIONAL CONDITIONS TO ROAD TRANSFER
AGREEMENT NUMBER - #NM499-17-805

PROJECTS

A. COUNTY projects to be completed prior to, in conjunction with, or as a condition of this road transfer:
   1. Add one (1) lane in each direction on CC215 between Windmill and Pecos.

B. DEPARTMENT projects to be completed prior to, in conjunction with, or as a condition of this road transfer:
   1. Sahara and Nellis: Intersection improvements per plans currently under design by NDOT. Scheduled for construction in 2019.
   2. Improvements to Tropicana Avenue between Dean Martin Drive and Eastern Avenue. SPSR-0593(003), EA 73879.

SPECIAL CONDITIONS

A. Landscaping along CC215:
   1. Landscape agreements for maintenance along CC215 which are maintained by contractor services shall be delivered to the DEPARTMENT, prior to the acceptance of maintenance, with a notification to the contractors that the DEPARTMENT will take possession of this roadway. The agreements will be evaluated by department and COUNTY personnel to determine if they can be terminated or termed out or if there is a need to maintain the agreement. Notwithstanding the DEPARTMENT will be responsible for maintenance of landscaping 30 days after the execution of this Agreement.
   2. Landscaping and associated facilities not a part of any existing agreement will become the responsibility of the DEPARTMENT 30 calendar days after the execution of this Agreement.

B. Drainage along CC215 (Master Clark County Regional Flood Facilities):
   1. The DEPARTMENT will assume all ownership and maintenance of drainage appurtenances and items associated with typical road drainage items.
   2. All Clark County Regional Flood Control District ‘Master Plan’ facilities owned and operated by the City of Henderson or Clark County, ie, major drainage facilities along this corridor will remain under the ownership and control of City of Henderson or Clark County. The Department will issue permits to the agencies of ownership for the continued access and maintenance to these facilities as needed in the DEPARTMENT’s right-of-way, except no permit is necessary for work that does not require traffic control plans

C. Trail Network along CC215
   1. There is a trail network along portions of the CC215. Many parts of this trail are outside the right of way of the CC215 right of way. However, when the trail enters
any portion of the CC215 ROW, the COUNTY or their designee will retain ownership and maintenance of this trail network under permit from the Department.

D. Roadway and Bridge Responsibility for Russell Road
1. For Russell I/15 and collector distributor roads the following apply:
   (a) COUNTY will maintain asphalt roadway up to connection with bridge approach slab.
   (b) COUNTY will provide for maintenance of roadway surface traffic delineation for entire length.
   (c) COUNTY will provide for necessary median island improvement and maintenance.
   (d) COUNTY will provide for maintenance and operations of adjacent traffic signals, if applicable.
   (e) COUNTY will provide for maintenance and operations of bridge roadway lighting components which are accessible from the roadway surface, and excluding any part which is integral to the bridge.
   (f) If electrical meter billings are not allocated to areas of responsibility, COUNTY and DEPARTMENT will work to divide them in an equivalent manner, for example with COUNTY to be responsible for half of the accounts assigned to individual crossings, and DEPARTMENT to be responsible for the other half.
   (g) COUNTY will maintain all ground mounted street signs.
   (h) COUNTY will provide for roadway cleanliness.
   (i) COUNTY will provide for sidewalk and roadway surface maintenance to the extent the damage concerns are not integral to bridge structural components. COUNTY may provide for temporary measures for items which cause immediate concerns to area traffic but which are not structural in nature, and will notify DEPARTMENT of such concerns in a timely manner.
   (j) COUNTY will provide for graffiti abatement on components readily accessible from the roadway surface.
   (k) COUNTY will not be required to obtain DEPARTMENT permits or traffic control plans for routine maintenance, and instead are solely responsible for proper work performance and traffic control activities. Activities which impact the bridge structure will require approval from DEPARTMENT.
   (l) DEPARTMENT is responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, access maintenance roads and slope paving.
   (m) DEPARTMENT is responsible for graffiti abatement on all bridge components not readily accessible from bridge roadway surface.
   (n) DEPARTMENT is responsible for any barrier rail and fencing maintenance along roadway surface.
   (o) DEPARTMENT will provide for underpass lighting operations and maintenance.
   (p) DEPARTMENT is responsible for any crash devices associated with bridge structure.
   (q) DEPARTMENT is responsible for any signage associated with I-15 alignment.
2. For CC215 bridges over CC215 at Windmill Lane, the following apply:
   (a) COUNTY will maintain asphalt overpass roadway up to connection with bridge approach slab.
   (b) COUNTY will provide for maintenance of pavement traffic delineation for entire length of overpass roadway and in the direction of the roadway corridor.
   (c) COUNTY will provide for necessary median island improvement and maintenance within roadway corridor alignment.
   (d) COUNTY will provide for maintenance and operations of interchange traffic signals, excluding any part of the foundation which is integral to the bridge structure.
   (e) COUNTY will provide for maintenance and operations of bridge roadway lighting components which are accessible from the roadway surface and excluding any part which is integral to the bridge.
   (f) If electrical meter billings are not allocated to areas of responsibility, COUNTY and DEPARTMENT will work to divide them in an equivalent manner, for example with COUNTY to be responsible for half of the accounts assigned to individual crossings, and the DEPARTMENT to be responsible for the other half.
   (g) COUNTY will maintain all signs related to normal street activities.
   (h) COUNTY will provide for roadway cleanliness, within the alignment of the corridor.
   (i) COUNTY will provide for sidewalk and roadway surface maintenance to the extent the damage concerns are not integral to bridge structural components. COUNTY may provide for temporary measures for items which cause immediate concerns to area traffic but are not structural in nature and will notify DEPARTMENT of such concerns in a timely manner.
   (j) COUNTY will provide for graffiti abatement on components readily accessible from the bridge roadway surface.
   (k) COUNTY is responsible for drainage components which provide for thru-flow across CC215 ROW and from upstream COUNTY drainage systems.
   (l) COUNTY will not be required to obtain DEPARTMENT permits for routine maintenance, and instead are solely responsible for proper work performance and rolling traffic control activities. Items which require stationary traffic control devices will require the COUNTY to obtain the necessary traffic control plan approval from DEPARTMENT. Activities which impact the bridge structure will require approval from DEPARTMENT.
   (m) DEPARTMENT is responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, and slope paving.
   (n) DEPARTMENT is responsible for all entry and exit ramp improvements.
   (o) DEPARTMENT is responsible for graffiti abatement on all bridge components not readily accessible from bridge roadway surface.
   (p) DEPARTMENT is responsible for any barrier rail and fencing maintenance along roadway surface.
   (q) DEPARTMENT is responsible for any crash devices associated with bridge structure.
   (r) DEPARTMENT is responsible for any signage associated with CC215 alignment.
   (s) DEPARTMENT will provide for underpass lighting operations and maintenance.
(t) For DEPARTMENT activities which impact roadway traffic flow, DEPARTMENT will coordinate traffic control plan approval with COUNTY.

3. For CC215 bridges over Robindale Road, Pebble Road and Spencer Street, and within the CC215 ROW, the following apply:
(a) COUNTY will maintain thru surface roadway corridor, including pavement, curb and gutter.
(b) COUNTY will provide for maintenance of pavement traffic delineation for entire length.
(c) COUNTY will provide for necessary median island improvement and maintenance.
(d) COUNTY will provide for maintenance and operations of adjacent traffic signals, if applicable.
(e) COUNTY will provide for maintenance and operations of underdeck roadway lighting, excluding any part which is integral to the bridge structure.
(f) If electrical meter billings are not allocated to areas of responsibility, COUNTY and DEPARTMENT will work to divide them in an equivalent manner, for example with COUNTY to be responsible for half of the accounts assigned to individual crossings, and DEPARTMENT to be responsible for the other half.
(g) COUNTY will maintain all street signs.
(h) COUNTY will provide for roadway cleanliness.
(i) COUNTY will provide for graffiti abatement on components readily accessible from the roadway surface.
(j) COUNTY is responsible for drainage components which provide for thru-flow across CC215 ROW and from upstream County drainage systems.
(k) COUNTY will not be required to obtain DEPARTMENT permits or traffic control plans for maintenance, and instead are solely responsible for proper work performance and traffic control activities.
(l) DEPARTMENT is responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, and slope paving.
(m) DEPARTMENT is responsible for graffiti abatement on all bridge components not readily accessible.
(n) DEPARTMENT is responsible for CC215 lighting.
(o) DEPARTMENT is responsible for any crash devices associated with bridge structure.
(p) DEPARTMENT is responsible for any signage associated with CC215 alignment.

4. For bridges over Warm Springs Road, Eastern Avenue and Pecos Road, and within the CC215 ROW, the following apply:
(a) COUNTY will maintain thru surface roadway corridor, including pavement, curb and gutter.
(b) COUNTY will provide for maintenance of pavement traffic delineation in roadway corridor.
(c) COUNTY will provide for necessary median island improvement and maintenance.
(d) COUNTY will provide for maintenance and operations of interchange traffic signals.
(e) COUNTY will provide for maintenance and operations of underdeck roadway lighting, excluding any part which is integral to the bridge structure.

(f) If electrical meter billings are not allocated to areas of responsibility, COUNTY and DEPARTMENT will work to divide them in an equivalent manner, for example with COUNTY to be responsible for half of the accounts assigned to individual crossings, and DEPARTMENT to be responsible for the other half.

(g) COUNTY will maintain all street signs.

(h) COUNTY will provide for roadway cleanliness.

(i) COUNTY will provide for graffiti abatement on components readily accessible from the roadway surface.

(j) COUNTY is responsible for drainage components which provide for thru-flow across CC215 ROW and from upstream County drainage systems.

(k) COUNTY will not be required to obtain DEPARTMENT permits for routine maintenance, and instead are solely responsible for proper work performance and rolling traffic control activities. Items which require stationary traffic control devices will require the COUNTY to obtain the necessary traffic control plan approval from DEPARTMENT.

(l) DEPARTMENT is responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, and slope paving.

(m) DEPARTMENT is responsible for graffiti abatement on all bridge components not readily accessible.

(n) DEPARTMENT is responsible for CC215 lighting.

(o) DEPARTMENT is responsible for any crash devices associated with bridge structure.

(p) DEPARTMENT is responsible for any signage associated with CC215 alignment.

(q) For DEPARTMENT activities which impact roadway traffic flow, DEPARTMENT will coordinate traffic control plan approval with COUNTY.

5. For bridges over CC215 at Wigwam Avenue the following apply:

(a) COUNTY will maintain asphalt roadway up to connection with bridge approach slab.

(b) COUNTY will provide for maintenance of roadway surface traffic delineation for entire length.

(c) COUNTY will provide for necessary median island improvement and maintenance.

(d) COUNTY will provide for maintenance and operations of adjacent traffic signals, if applicable.

(e) COUNTY will provide for maintenance and operations of bridge roadway lighting components which are accessible from the roadway surface, and excluding any part which is integral to the bridge.

(f) If electrical meter billings are not allocated to areas of responsibility, COUNTY and DEPARTMENT will work to divide them in an equivalent manner, for example with COUNTY to be responsible for half of the accounts assigned to individual crossings, and DEPARTMENT to be responsible for the other half.

(g) COUNTY will maintain all ground mounted street signs.

(h) COUNTY will provide for roadway cleanliness.
(i) COUNTY will provide for sidewalk and roadway surface maintenance to the extent the damage concerns are not integral to bridge structural components. COUNTY may provide for temporary measures for items which cause immediate concerns to area traffic but which are not structural in nature, and will notify DEPARTMENT of such concerns in a timely manner.

(j) COUNTY will provide for graffiti abatement on components readily accessible from the roadway surface.

(k) COUNTY will not be required to obtain DEPARTMENT permits or traffic control plans for routine maintenance, and instead are solely responsible for proper work performance and traffic control activities. Activities which impact the bridge structure will require approval from DEPARTMENT.

(l) DEPARTMENT is responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, access maintenance roads and slope paving.

(m) DEPARTMENT is responsible for graffiti abatement on all bridge components not readily accessible from bridge roadway surface.

(n) DEPARTMENT is responsible for any barrier rail and fencing maintenance along roadway surface.

(o) DEPARTMENT will provide for underpass lighting operations and maintenance.

(p) DEPARTMENT is responsible for any crash devices associated with bridge structure.

(q) DEPARTMENT is responsible for any signage associated with CC215 alignment.

6. For bridges over CC215 at Green Valley Parkway, Valley Verde Drive Arroyo Grande Boulevard and Stephanie Street the following apply:

(a) DEPARTMENT is responsible for bridge structure and associated components, such as abutments, retaining walls, columns, embankments, and slope paving.

(b) DEPARTMENT is responsible for graffiti abatement on all bridge components not readily accessible.

(c) DEPARTMENT is responsible for CC215 lighting.

(d) DEPARTMENT is responsible for any crash devices associated with bridge structure.

(e) DEPARTMENT is responsible for any signage associated with CC215 alignment.

(f) For DEPARTMENT activities which impact roadway traffic flow, DEPARTMENT will coordinate traffic control plan approval with the City of Henderson.