

**INTERLOCAL COOPERATIVE AGREEMENT FOR TRAFFIC SIGNAL  
AT COUNT DEIRO DRIVE AND HUALAPAI WAY**

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of September 2006, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY," and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY."

The initial addresses of the parties, which one party may change by giving notice to the respective other party, are as follows:

**CITY**

Charlie Kajkowski, Director  
City of Las Vegas Public Works Department  
400 East Stewart Avenue  
Las Vegas, Nevada 89101

**COUNTY**

Denis Cederburg, Director  
Clark County Public Works Department  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155-4000

**WITNESSETH**

WHEREAS, agreements between public agencies are authorized under Chapter 277 of the Nevada Revised Statutes for the work described herein; and,

WHEREAS, the COUNTY is administering a project to construct a traffic signal at Count Deiro Drive and Hualapai Way (hereinafter "Project"); and,

WHEREAS, the eastern half of Count Deiro Drive and Hualapai Way intersection lies within the jurisdictional limits of the CITY;

WHEREAS, the COUNTY has designed the Project and is currently constructing the Project;

WHEREAS, the Project will cost \$363, 840.00 to construct and the COUNTY plans to collect from private developers their share in the amount of \$266, 694.72;

WHEREAS, the CITY agrees to pay to the COUNTY 50% of the public cost of the Project; and

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

**I.**

**COUNTY CONTRIBUTION**

1. The COUNTY has designed plans and supplements to the required specifications for the Project.
2. The COUNTY permitted the CITY to review and comment upon the design drawings before the COUNTY advertised the construction package.
3. The COUNTY advertised and awarded, and is currently constructing the traffic signal at the intersection of Count Deiro Drive and Hualapai Way.

4. The COUNTY agrees to allow the CITY, through its engineer, to observe, review and inspect Project construction work, with the understanding that all items of concern are reported to the COUNTY's designated representative for correction.
5. The COUNTY agrees that the CITY's designated representative shall have the opportunity to provide input on the construction work performed.
6. The COUNTY agrees to obtain the CITY's authorization for any contract change order.
7. The COUNTY agrees to furnish the CITY a set of record drawings upon completion of Project construction.
8. The COUNTY is financing the cost of constructing the Project but intends to collect the private developer share in the amount of \$266,694.72.
9. The COUNTY, subject to budgeted appropriation, agrees to own, maintain, operate and pay the entire energy cost of the traffic signal at the intersection of Count Deiro Drive and Hualapai Way.

## II.

### CITY AGREES

1. The CITY agrees to pay \$48,572.64 to the County within thirty (30) days after receiving an invoice from the COUNTY. This is equal to 50% of the cost of the Project, less reimbursements from developer(s).
2. The CITY agrees to pay 50% of any contract change orders arising out of the construction of the Project.

## III.

### IT IS MUTUALLY AGREED

1. The COUNTY and the CITY will meet periodically to review and coordinate the implementation of the Project.
2. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
3. The illegality or invalidity of any provisions of this Agreement will not affect the validity of the remainder of the Agreement.
4. This Agreement constitutes the entire agreement between the parties and will not be modified unless in writing and signed by both parties.

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

Date of Commission Action:

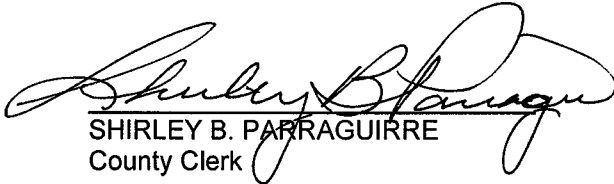
10-3-06

**CLARK COUNTY BOARD OF COMMISSIONERS**

BY:

  
RORY REID  
Chairman

ATTEST:

  
SHIRLEY B. PARRAGUIRRE  
County Clerk

APPROVED AS TO FORM:

BY:

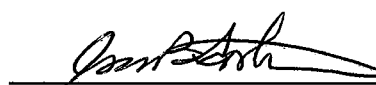
  
LAURA REHFELDT  
Deputy District Attorney

Date of Council Action:


9-6-06

**CITY OF LAS VEGAS**

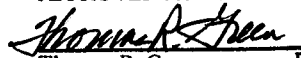
BY:

  
OSCAR B. GOODMAN  
Mayor

ATTEST:

  
BARBARA JO RONEMUS  
City Clerk

APPROVED AS TO FORM

 8/22/06  
Thomas R. Green      Date  
Deputy City Attorney