

**INTERLOCAL COOPERATIVE AGREEMENT FOR  
ROADWAY IMPROVEMENT AT DECATUR BOULEVARD AND CRAIG ROAD**

**THIS INTERLOCAL CONTRACT**, made and entered into this 2<sup>nd</sup> day of April, 2008, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as CITY; and the City of Las Vegas, hereinafter referred to as CLV, organized pursuant to Chapter 277 of the Nevada Revised Statutes.

**WITNESSETH**

**WHEREAS**, pursuant to Chapter 277 of the Nevada Revised Statutes, a Project to design, perform construction inspection and construct roadway improvements for the intersection of Decatur Boulevard and Craig Road, hereinafter called the PROJECT, being located within the CITY; and

**WHEREAS**, the CITY is administrating the PROJECT to construct roadway improvements at the intersection of Decatur Boulevard and Craig Road; and

**WHEREAS**, the western half of Decatur Boulevard and Craig Road intersection lies within the jurisdictional limits of the CLV; and

**WHEREAS**, separating the construction of the Project by jurisdiction is not desirable, while combining construction efforts will have numerous benefits, including minimal time of disturbance for local residents and businesses and elimination of construction conflicts; and

**WHEREAS**, the CITY is requesting funds to perform engineering, construction, construction engineering, and utility relocations and/or adjustments on Decatur Boulevard at Craig Road; and

**WHEREAS**, the PROJECT will cost \$169,000.00 to design, construct and administor; and the CITY plans to utilize the RTC Question 10 Fund in the amount of \$84,500.00;

**WHEREAS**, the CLV agrees to pay to the CITY 50% of the public cost of the PROJECT; and

**WHEREAS**, the PROJECT is identified and shown on the attached Exhibit "A"; and

**NOW THEREFORE**, in consideration of the covenants, conditions, agreements and promises of the parties hereto, it is mutually agreed by and between the parties as follows:

### **SECTION I - SCOPE OF PROJECT**

This Interlocal Contract applies to improvements for the intersection of Decatur Boulevard and Craig Road. The improvements will include modification of existing median island; striping and signage; removal of existing striping; and other appurtenances as may be necessary to construct a complete and functional Project.

### **SECTION II - CITY CONTRIBUTION**

1. The CITY agrees to provide design plans, specifications supplements to the required specifications for the Project.
2. The CITY agrees to allow CLV to review and comment upon the design drawings and specifications prior to the CITY advertising the PROJECT for construction.
3. The CITY agree to advertise and award the PROJECT upon the mutual approval of the plans and specifications from both parties.
4. The CITY agrees to allow the CLV, through its engineer, to observe, review and inspect Project construction work, with the understanding that all items of concern are reported to the CITY's designated representative for correction.
5. The CITY agrees that the CLV's designated representative shall have the opportunity to provide input on the construction work performed.
6. The CITY agrees to obtain the CLV's authorization for any contract change order.

7. The CITY agrees to furnish the CLV a set of record drawings upon completion of Project construction.
8. The CITY is financing the PROJECT's cost in the amount of \$84,500.00.

### **SECTION III - CLV AGREES**

1. The CLV agrees to pay \$84,500.00 to the CITY within thirty (30) days after receiving an invoice from the CITY. This is equal to 50% of the cost of the Project.
2. The CITY agrees to pay 50% of any contract change orders arising out of the construction of the Project.

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

1. The CITY and the CLV 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, this Interlocal Cooperative Agreement is hereby executed as of the date first set forth below:

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\*\*\*\*\*

Date of City Council Action:

1/9/08

ATTEST:

CITY OF LAS VEGAS

  
BEVERLY K. BRIDGES, CMC  
City Clerk

  
OSCAR B. GOODMAN  
Mayor

APPROVED AS TO LEGALITY AND FORM:

Thomas R. Green 12/12/07  
THOMAS R. GREEN  
Deputy City Attorney

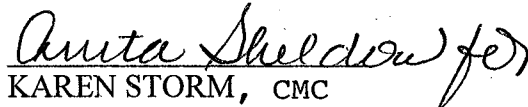
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Date of City Council Action:

April 2, 2008

ATTEST:

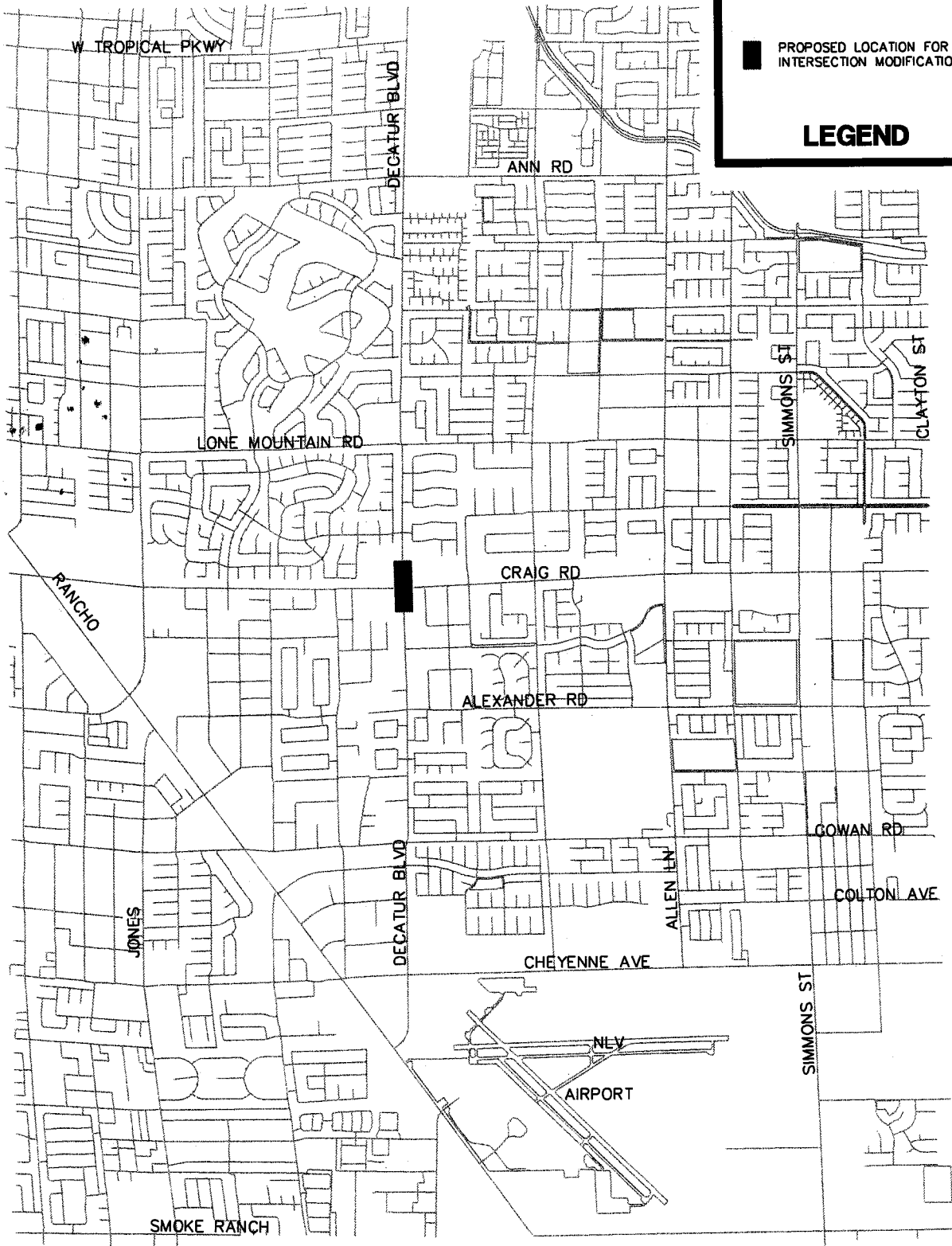
CITY OF NORTH LAS VEGAS

  
KAREN STORM, CMC  
City Clerk

  
MICHAEL L. MONTANDON  
Mayor

APPROVED AS TO LEGALITY AND FORM:

Carie Torrence  
CARIE TORRENCE  
City Attorney



■ PROPOSED LOCATION FOR INTERSECTION MODIFICATIONS.

**LEGEND**



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**EXHIBIT "A" - DECATUR & CRAIG IMPROVEMENTS**

**SCALE:** NONE

**DRAWING NAME:** 10218-VIC.DWG

**DRAWN BY:** J.JUDD

**DATE:** 12/11/2007

**SHEET NUMBER** 1 **OF** 1