

**AGREEMENT
CONSTRUCTION AND FUNDING OF PAVEMENT REPAIRS
AS PART OF THE BRACKEN AVENUE STREET RECONSTRUCTION PROJECT**

THIS AGREEMENT is made and entered into this 20th day of August, 2008, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter called "CITY," and the Las Vegas Valley Water District, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT":

RECITALS

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the City intends to construct the Bracken Avenue Street Reconstruction Project in the 1800 block of Bracken Avenue between Bruce Street and Burnham Avenue (hereinafter called "Project"); and

WHEREAS, the District desires the City to include pavement repairs associated with the District's repair of facilities (hereinafter called "pavement repairs") as part of the Project, as shown in Exhibit I attached hereto and incorporated herein as a part of this Agreement; and

WHEREAS, the District desires the City to construct and perform contract administration for the construction of the pavement repairs; and

WHEREAS, both the City and the District are authorized to enter into agreements pursuant to NRS 277.180.

NOW, THEREFORE, the parties agree to the following:

ARTICLE I

CITY AGREES:

1. To repave approximately 977 square yards of pavement in Bracken Avenue between Bruce Street and Burnham Avenue.
2. To provide contract administration for the pavement repairs.

ARTICLE II

DISTRICT AGREES:

1. To provide to the City the bid amount for the pavement repairs of \$35,600.

ARTICLE III

IT IS MUTUALLY AGREED:

1. That this Agreement shall inure to the benefit of, and be binding upon, the City and the District. Nothing in this Agreement shall be construed to give any rights or benefits to any member of the general public or any other individual or entity. This Agreement is intended to benefit only the parties hereto.

2. That this Agreement represents the entire understanding of the City and the District relative to the construction of the water facilities in conjunction with the Project.

3. That this Agreement shall remain in effect for a period commencing with the date of execution by both the City and the District and will terminate when construction of all improvements contemplated herein have been completed and the City has received the required reimbursement from the District in accordance with this Agreement for all costs related to the pavement repairs, or by written agreement between the City and the District.

4. That this Agreement may be executed in any number of counterparts and when so executed each such counterpart shall be deemed to be an original hereof.

5. That this Agreement, or parts hereof, shall be subject to amendment as may be proposed by the City or the District; provided, however, that all amendments to this Agreement must be in proper form and be properly executed by the City and the District.

6. That without waiving the limitations of NRS Chapter 41, the City will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations of NRS Chapter 41, the District will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement.

7. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other part of this Agreement.

8. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date set forth above.

APPROVED AS TO FORM:

John S. Ridella for 7/25/08
Brad Jerbic, City Attorney
City of Las Vegas

ATTEST:

CITY OF LAS VEGAS

Beverly K. Bridges
~~Vicky Darling, Acting Chief Deputy City Clerk~~

Oscar B. Goodman
Oscar B. Goodman, Mayor

By: **Beverly K. Bridges, CMC**
City Clerk

APPROVED AS TO FORM:

Charles K. Hauser
Charles K. Hauser, General Counsel
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

Chip Maxfield
Chip Maxfield, President
Board of Directors

**CITY OF LAS VEGAS
BRACKEN AVENUE
STREET RECONSTRUCTION PROJECT**

11/1/08/081008/AGEBRACKEN.DWG
NO SCALE

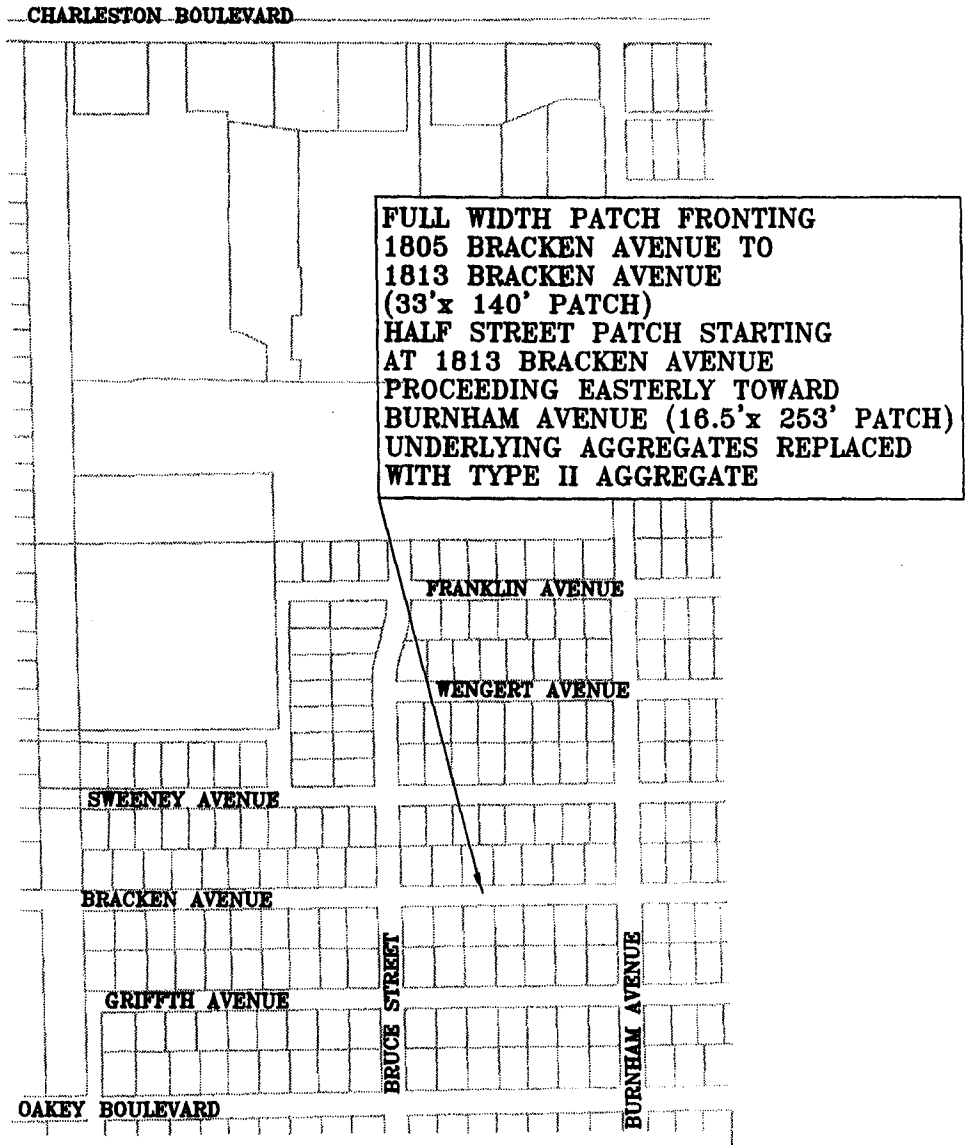


EXHIBIT I