

COOPERATIVE AGREEMENT

This Agreement is made and entered into this 2nd day of December, 2009, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Las Vegas, a political subdivision of the State of Nevada, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

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

WHEREAS, the DEPARTMENT has constructed a Multi-Use Path from Lorenzi Street to Jones Boulevard along US 95 in Las Vegas, Nevada, known as the Bonanza Trail; and

WHEREAS, the CITY desires to make improvements to the Bonanza Trail, extending the Multi-Use Path beyond its current boundaries, and desires to construct a Pedestrian Under Crossing at Rainbow Boulevard and a Pedestrian Bridge at Decatur Boulevard, as shown in Attachment "A", hereinafter known as the PROJECT; and

WHEREAS, the purpose of this Agreement is to establish responsibilities for construction, improvement, repair, and maintenance of the Bonanza Trail Multi-Use Path; and

WHEREAS, the construction, improvement, repair, and maintenance provided by the CITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT and the CITY are willing and able to perform the services described herein;

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

ARTICLE I – CITY AGREES:

1. To construct, improve, repair and maintain the Multi-Use Path (also known as the Bonanza Trail) as designated in Attachment "A" as soon as the DEPARTMENT's Revocable Occupancy Permit(s) is received.

2. To construct, improve, repair, and perform routine and structural maintenance of the Bonanza Trail Pedestrian Under Crossing at Rainbow Boulevard and Pedestrian Bridge at Decatur Boulevard as shown in Attachment "A" as soon as the DEPARTMENT's Revocable Occupancy Permit(s) is received.

3. To assume the responsibility for street sweeping the existing Bonanza Trail between Lorenzi Street and Jones Boulevard as designated in Attachment "A".

4. To give notice to the DEPARTMENT as to the segments of the Multi-Use Path for which the CITY has responsibility (for the construction, improvement, repair and maintenance) as designated in Attachment "A" until such time responsibility has been assumed by the CITY for all segments of the Multi-Use Path as shown in Attachment "A".

5. The City is responsible for improvement of the twelve (12') foot wide Multi-Use Path and five (5') foot beyond edge of path as designated in Attachment "A".

6. To be responsible for Multi-Use Path lighting, including utility costs for lights and signage as designated in Attachment "A".

7. CITY is responsible for the modification and maintenance of the drainage facilities at the northwest corner of Westcliff Drive and Rainbow Boulevard.

8. To administer and assume all costs, except as otherwise provided by this Agreement, associated with the construction, improvement, repair and maintenance of the Multi-Use Path as designated in Attachment "A".

9. To amend this agreement if any landscaping is included into the portions of the Bonanza Trail covered by the Agreement.

10. To defend and bear all costs of litigation which alleges an adverse interest to that of the DEPARTMENT in the Multi-Use Path allowed pursuant to the Revocable Occupancy permit(s) from the DEPARTMENT to the CITY including the cost of any award stemming from said litigation.

ARTICLE II – DEPARTMENT AGREES:

1. To maintain the title and interest of the highway right-of-way easement (conveyed by the Bureau of Land Management) that the Multi-Use Path will occupy.

2. To provide a Revocable Occupancy Permit(s) sufficient to allow CITY to construct, improve, repair and maintain a Multi-Use Path that the CITY will construct as designated in Attachment "A".

3. To support the dedication of Southern Nevada Public Lands Management Act (SNPLMA) funds for the improvement of Multi-Use Path.

4. To assume responsibility for structural integrity of non-Multi-Use Path areas which may include, but are not limited to, fencing, retaining walls, sound walls, landscaping, and lighting. DEPARTMENT shall not assume responsibility for privately owned structures adjacent to Multi-Use Path.

5. To provide general maintenance which shall include, but is not limited to, graffiti removal and litter pick up.

6. To support the PROJECT and the Bureau of Land Management's Recreation and Public Purpose Lease and the amendment to the Lease. The DEPARTMENT supports the title and interest of the CITY for the Multi-Use Path sufficient to allow the CITY to maintain the Multi-Use Path, while ensuring that the integrity of the DEPARTMENT's right-of-way is not reduced and reserving unto DEPARTMENT the easement interests.

7. To invoke the DEPARTMENT's authority under NRS 408.210 (4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to NRS 408.210 and/or NRS 408.423, in order to accommodate construction of the PROJECT.

8. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

9. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2011 or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. That the mutual duties and obligations in regard to the Multi-Use Path, shall commence on the date the Agreement is entered into as indicated above, and shall remain in full force and effect until terminated by either party in accordance with the provisions in Article III, Paragraph Number 4.

3. That, it is anticipated by the parties that the only funds to be dedicated to the reconstruction and improvement of the Multi-Use Path will be Southern Nevada Public Land Management Act funds. It is mutually understood that all costs associated with bringing the Multi-Use Path in compliance will be borne by the CITY. No DEPARTMENT funds are available for upgrading the aforementioned Multi-Use Path.

4. This Agreement may be terminated, or partially terminated, by (a) either party giving sixty (60) days notice to the other party of its intent to so terminate this Agreement, in which event this Agreement shall cease to be effective and in force between the parties sixty (60) days from the date that the notice is deposited with the United States Postal Service, or (b) pursuant to statutory procedures available to DEPARTMENT with regard to State highways.

5. Any notice referred to in this Agreement contemplates written notice. Said written notice shall be directed to the parties at the following addresses:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn: Rudy Malfabon, P.E.
Deputy Director, Southern Nevada
Nevada Department of Transportation
123 E. Washington Avenue
Las Vegas, NV 89101
Phone: (702) 385-6506
Fax: (702) 385-6511
E-mail: rmalfabon@dot.state.nv.us

FOR CITY: Jorge Cervantes, P.E., P.T.O.E. Director of Public Works
Attn: Jeremy Leavitt, P.E.
Engineering Program Manager
City of Las Vegas Engineering Design
400 E. Stewart Avenue

Las Vegas NV 89101
Phone: (702) 229-6278
Fax: (702) 382-3232
E-mail: jeleavitt@lasvegasnevada.gov

6. The provisions herein constitute the full agreement of the parties and shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

7. That it is not intended by any provisions of this Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries.

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

9. 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.

City of Las Vegas

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

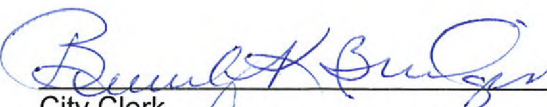


Oscar B. Goodman, Mayor

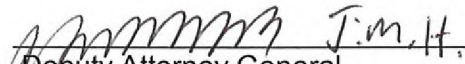

for _____
Director

Attest

Approved as to Legality & Form:



City Clerk
By: Beverly K. Bridges, MMC
City Clerk
Approved as to Form:



Deputy Attorney General



Attorney

