

**AGREEMENT
BETWEEN
CITY OF LAS VEGAS
AND
LAS VEGAS VALLEY WATER DISTRICT
FOR THE
VALLEY VIEW WIDENING AT THE SPRINGS PRESERVE**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called the "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT". The CITY and the DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the DISTRICT is the owner of that real property commonly known as the SPRINGS PRESERVE "SP"; and

WHEREAS, the CITY is engaged in the widening of that portion of Valley View Boulevard generally located between Alta Drive and the U. S. Highway 95 southerly right-of-way line; and consists of installing public bus turnouts with public bus shelters, new meandering trails, re-alignment of existing meandering trails, and landscaping with associated irrigation systems, hereinafter called "IMPROVEMENTS", within the SP property and further referenced as Clark County Assessor Parcel Number 139-31-602-003; and

WHEREAS, new meandering trails, re-aligned meandering trails, and landscaping with associated irrigations systems will become part of the CITY's Bonanza Trail System, a public shared-use path; and

WHEREAS, the CITY has approved the construction of the above-noted IMPROVEMENTS at the SP and is willing to construct the same at its sole cost and expense; and

WHEREAS, the DISTRICT is willing to accept the construction of the noted IMPROVEMENTS within the SP; and

WHEREAS, it is necessary for the CITY to enter onto the SP property within the previously defined general limits of the project to construct the IMPROVEMENTS; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the design and construction of those IMPROVEMENTS to be located on the SP site, which may include, but not be limited to, landscaping with associated irrigation systems, new extensions of and to existing meandering trails, re-alignment of existing meandering trails, public bus turnouts with bus shelters, and removal, relocation or adjustment of DISTRICT-owned facilities. The location and type of said IMPROVEMENTS are identified on the CITY plan entitled, "CITY OF LAS VEGAS – JONES AND VALLEY VIEW CORRIDOR IMPROVEMENTS", hereinafter called "PLANS".
- B. That in the event any changes and modifications to the IMPROVEMENTS are required during construction of the IMPROVEMENTS, the CITY, at its sole cost and expense, and with review and approval of the DISTRICT, will be required to re-design the PLANS for the completion of the construction of the IMPROVEMENTS on the SP, and amend this Agreement to reflect the same
- C. That said IMPROVEMENTS shall be constructed in the location shown, and in accordance with the above mentioned PLANS, as approved by the DISTRICT, and any removal, relocation or adjustment of DISTRICT water facilities shall be in conformance with DISTRICT specifications.
- D. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT, and the DISTRICT shall be notified a minimum of 48 hours in advance of the actual construction start, and 24 hours in advance prior to an inspection of any part of the work, in order that the necessary inspection can be arranged.
- E. That the CITY will provide the Manager of the SP a construction schedule of the IMPROVEMENTS as soon as possible, once the Notice to Proceed has been issued to the CITY'S contractor. Notice shall be given to the Manager of the SP two (2) working days in advance of any construction, which may interfere with events scheduled to take place at the SP during the construction schedule of the IMPROVEMENTS.
- F. At the CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the IMPROVEMENTS to the location and grades called for in the PLANS.
- G. At the CITY'S sole cost and expense, to adjust, remove or relocate any third party facilities located on the SP due to the construction of the IMPROVEMENTS by the CITY. Said adjustment or relocation to another location on the SP must be approved by the DISTRICT and the third party so affected.
- H. To provide the DISTRICT with the real property legal descriptions, prepared and wet stamped by a registered and licensed Professional Land Surveyor (PLS) or registered and licensed Professional Engineer (PE) in the State of Nevada for the following:

1. The dedication and conveyance of the necessary right-of-way to the CITY for the public bus turnouts or other right-of-way needed by the CITY for the widening of Valley View Boulevard via a Grant, Bargain and Sale Deed (GBS), prepared by the City and presented to the DISTRICT for execution.
 2. The conveyance of easements to the Regional Transportation Committee of Southern Nevada (RTC) for the location, construction, maintenance, and final removal of the public bus shelters located adjacent to the public bus turnouts. Said easements shall be conveyed on an easement document prepared by the CITY or RTC and presented to the DISTRICT for execution. The terms of the easement document shall provide for advertising space on the bus shelters for the SP.
 3. To replace, at the CITY'S sole expense, any real property interests held by any third party on the land owned by the DISTRICT for the relocation of any third party facilities, which are required to be relocated on the DISTRICT-owned property due to the construction of the IMPROVEMENTS at a location reasonably acceptable to the DISTRICT. Said real property interest conveyance documents shall be prepared by the CITY or the third party in a form acceptable to the third party affected by the necessary relocation of the third party facilities and presented to the DISTRICT for execution. The replacement and conveyance of any third party real property interests shall be no greater or more inclusive than existed prior to the construction of the IMPROVEMENTS, unless specifically approved by the DISTRICT.
- I. That all work to be performed by the CITY or the CITY'S contractor within the boundaries of third party property interests granted by the DISTRICT or SP, shall be subject to the CITY or the CITY'S contractor, providing a minimum of 48-hours notice in advance of actual construction start, and 24 hours notice prior to an inspection of any part of the work to the third party, in order to coordinate such work and/or inspections and protect third party property interests.
- J. That any existing DISTRICT water facilities, which are required to be relocated or adjusted, shall be located outside of driveways, driveway approaches or other areas subject to vehicular traffic. In the event DISTRICT water facilities are located within those areas, either inadvertently or otherwise, the CITY shall cause such water facilities to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with the DISTRICT'S requirements. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit a written request to the DISTRICT'S Engineering Services Division for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- K. Should any defective material or workmanship affecting the IMPROVEMENTS installed by the CITY be disclosed within one year of the date of completion and acceptance of the IMPROVEMENTS by the DISTRICT, the CITY shall immediately cause the defect to be corrected or shall reimburse the DISTRICT for its costs to correct said defect. For the purpose of this Agreement, failures including but not limited to, pavement settlement,

irrigation system leaks, landscaping failures, pedestrian trail surface failure or any leak or break in relocated or adjusted DISTRICT water facilities shall be considered conclusive evidence of defective materials and/or workmanship.

- L. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and final acceptance shall include providing the DISTRICT with all its right, title, and interest in and to the IMPROVEMENTS. The CITY shall warrant at the time of said final acceptance that there are no encumbrances for material and/or labor claims.
- M. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization by the DISTRICT.
- N. This agreement is subject to all prior valid and existing permits, contracts, leases, liens, reservations, conditions, encumbrances, claim or title, which may affect the property covered by this agreement.

ARTICLE II

DISTRICT AGREES:

- A. To allow the CITY, or the CITY'S Contractor, ingress and egress to that area of SP property adjacent to Valley View Boulevard for the construction of the IMPROVEMENTS, as located and defined in the CITY'S approved PLANS.
- B. That the Manager of the SP will provide the CITY, or the CITY'S contractor, a schedule of the events to take place at or on the SP during the scheduled period of construction of the IMPROVEMENTS.
- C. That upon completion of construction of the IMPROVEMENTS and acceptance by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter own, operate, and maintain the IMPROVEMENTS, excluding bus turnouts and bus shelters, constructed pursuant to this Agreement
- D. To provide the CITY:
 - 1. An executed GBS Deed to provide the CITY with the necessary right-of-way for the public bus turnouts.
 - 2. An executed easement document to the RTC for the public bus shelters adjacent to the public bus turnouts
 - 3. Executed easement documents for replacement of any real property interests on the land owned by the DISTRICT or SP for relocation of any third party facilities due to the construction of the IMPROVEMENTS.

- E. The new and re-aligned meandering trails constructed by the CITY shall become part of the existing meandering trail system on the SP and be designated as part of the CITY's shared-use path known as the Bonanza Trail.
- F. This portion of the Bonanza Trail shall provide free, ample, unrestricted, and unencumbered use for pedestrian or multi-modal, non-motorized access, and such other uses as permitted by the CITY'S definition of shared-use to and for the Bonanza Trail system for public use, as if such access were being provided on public right-of-way.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the uses associated with the Bonanza Trail system, public bus turnouts, and public bus shelters, and being permitted by this agreement, are for the benefit of the general public.
- B. All third party facilities relocated or adjusted by the CITY are the property of the respective third party and shall be owned, maintained, repaired, and removed/replaced by the third party.
- C. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- D. That 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. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgments, and awards including attorney's fees and court costs, which may be brought against it or them as a result of or by reason of or arising out of or a consequence of the construction of the IMPROVEMENTS outlined in this Agreement.
- E. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the IMPROVEMENTS in conjunction with the CITY'S project.
- F. 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.
- G. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

H. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age or national origin, and shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to the above-mentioned factors, and agrees to post in conspicuous places for employees and applicants, notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitations for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement, a Notice of the commitments required herein, and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on this _____ day of _____, 2011.

APPROVED: ^{As To Form}

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla for
BRADFORD JERBIC, City Attorney

ATTEST:

CITY OF LAS VEGAS

By: _____
BEVERLY K. BRIDGES, MMC, City Clerk

By: _____
CAROLYN G. GOODMAN, Mayor

APPROVED:

By: _____
CHARLES K. HAUSER, General Counsel

ATTEST:

LAS VEGAS WATER DISTRICT

By: _____
PATRICIA MULROY, Secretary

By: _____
STEVE SISOLAK, President
Board of Directors