

COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2007, 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 purpose of this Agreement is for the CITY to assume responsibility for maintenance, reconstruction, repair and improvement of the Bonanza Trail Multi Use Path; and

WHEREAS, the maintenance and repair effort to be 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 assume the responsibility for construction, improvement, repair and maintenance of the Multi-Use Path (also known as Bonanza Trail) as designated in Exhibit "A" as soon as the DEPARTMENT's Revocable Occupancy Permit(s) is received.
2. To give notice to the DEPARTMENT the segments of the Multi-Use Path for which the CITY has responsibility (for the construction, improvement, repair and

maintenance) as designated in Exhibit "A" until such time responsibility has been assumed by the CITY for all segments of the Multi-Use Path as shown in Exhibit "A".

3. The CITY is responsible for improvement of the twelve (12') wide Multi-Use Path and five (5') foot beyond edge of path as designated in Exhibit "A".
4. To be responsible for Multi-Use Path lighting, signage and future landscaping as designated in Exhibit "A".
5. 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 Exhibit "A".
6. 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 Exhibit "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 sidewalks, retaining walls, sound walls, landscaping, lighting, signalization or other non-Multi-Use Path areas.
5. To support the project and the amendment of the Recreation and Public Purpose Lease, together with the Bureau of Land Management. 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 (in place at the time), while ensuring the integrity of the State's right-of-way is not reduced and reserving unto itself the easement interests.

ARTICLE III – IT IS MUTUALLY AGREED:

1. That the purpose of this Agreement is for the CITY to assume responsibility for maintenance, and ultimately, subject to the provisions of Article III,

Paragraph Number 3, for the reconstruction and improvement of the CITY Multi-Use Path (also referred to as the Bonanza Trail) designated in Exhibit "A".

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, as required, will be borne by the CITY. No DEPARTMENT funds are available for upgrading the aforementioned Multi-Use Path.
4. That 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: Jeffrey Fontaine, P.E., Director
Rudy Malfabon, P.E.
Deputy Director, Southern Nevada
Nevada Department of Transportation
123 Washington Avenue
Las Vegas, NV 89101
Phone: (702) 385-6506
Fax: (775) 385-6511
E-mail: rmalfabon@dot.state.nv.us

FOR CITY: Charles Kajkowski, Jr., P.E., Director of Public Works
Attn: David Bowers, P.E.
Engineering Program Manager
City of Las Vegas Department of Public Works
400 E. Stewart
Las Vegas, NV 89101
Phone: (702) 229-2324
Fax: (702) 382-3232
E-mail: dbowers@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.

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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

Director

Attest:

Recommended:

Beverly K. Bridges
Acting City Clerk

Heidi A. Mireles
Chief Right-of-Way Agent

Approved as to Form:

Recommended:

Thomas R. Green 4/5/07

Thomas R. Green
Deputy City Attorney

Mary A. Martini, P.E.
District Engineer

Approved as to Legality & Form:

Deputy Attorney General

