

COOPERATIVE AGREEMENT

This Agreement is made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Clark County, Nevada, on behalf of Department of Public Works, 500 South Grand Central Parkway, Suite 2066, Las Vegas, Nevada 89155, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, A Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 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 those 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 agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, under this agreement, the COUNTY will grant permission for the DEPARTMENT to enter the COUNTY's right-of-way on the south side of Sahara Avenue between Rainbow Boulevard and approximately 1050 feet east of Decatur Avenue ("Sahara Avenue Right of Way") to perform the scope of work shown in Attachment A - Exhibits (hereinafter "PROJECT"); and

WHEREAS, the purpose of this Agreement is to address each party's responsibilities with respect to the "PROJECT;" and

WHEREAS, the PROJECT will be of benefit to the DEPARTMENT, the COUNTY, and to the people of the State of Nevada; and

WHEREAS, the parties hereto 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 – COUNTY AGREES

1. Subject to the COUNTY's approval of traffic control plans and permits for the PROJECT, the COUNTY agrees to authorize the DEPARTMENT and its authorized agents and contractors to occupy the COUNTY's Sahara Avenue Right of Way for the purpose set forth in this Agreement.

2. To review the preliminary plans and specifications for the Project within fourteen (14) calendar days upon receipt and attend the review meeting to address COUNTY's comments.

3. To collaborate with the DEPARTMENT and the City of Las Vegas to meet the goals of the PROJECT.

4. After plans are received and reviewed, as required by the COUNTY, including traffic control plans, and are determined to be acceptable to the COUNTY, the COUNTY agrees to review, comment on, and if appropriate approve in writing traffic control plans submitted by the DEPARTMENT's contractor to occupy the Sahara Avenue Right of Way for the purposes of providing traffic detours and placing traffic control devices needed for the purposes of constructing the Project, subject to the terms and conditions of the approved traffic control plans and in accordance with all applicable laws and standards, including state, federal and local. The term of the approved traffic control plans shall be dependent on the work performed, as determined by the COUNTY, and the DEPARTMENT shall require its contractor to comply with all requirements of the approved traffic control plans and renew as required. The COUNTY's response shall be received by the DEPARTMENT within fourteen (14) calendar days of the COUNTY's receipt of traffic control plans unless additional time is required by the COUNTY, in which case the COUNTY shall notify the DEPARTMENT that additional time is required.

5. To issue no-fee Traffic Control and Barricade Permits to the DEPARTMENT'S contractor for approved traffic control plans; however, the COUNTY retains the right to issue fines for violations of permit conditions.

6. To observe, review and/or inspect, at the COUNTY's sole discretion, all work during construction under the COUNTY's jurisdiction associated with the PROJECT, with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

7. Subject to budgeted appropriations, after final completion and acceptance of the PROJECT by the DEPARTMENT, the COUNTY agrees to operate and maintain the improvements made by the DEPARTMENT for the PROJECT within the COUNTY's Sahara Avenue Right of Way without cost to the DEPARTMENT.

8. The COUNTY agrees to require those utility companies having franchise agreements with the COUNTY or permits or rights from the DEPARTMENT relating to the Sahara Avenue Right of Way, when permitted under the terms of the franchise agreement or permits or rights from the DEPARTMENT, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT, or the COUNTY.

9. To allow the Department to exercise final approval over utility adjustments that are within the COUNTY's Sahara Avenue Right of Way and to have full authority to inspect said utility adjustments.

10. To allow the Department and its agents to modify and/or replace per the design of the PROJECT, COUNTY owned service pedestals.

ARTICLE II - DEPARTMENT AGREES

1. To fund and administer the entire project at no cost to the COUNTY.

2. To provide the COUNTY with preliminary plans and specifications for review and comment and to invite the COUNTY to the specification review meeting to address said comments.

3. To invite the COUNTY to PROJECT meetings, including but not limited to design review meetings and construction meetings.

4. To observe, review, and inspect all work associated with the project during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

5. To be responsible for the design and construction of the PROJECT in accordance with COUNTY standards, policies, specifications, where applicable, and develop all information necessary for the construction of the PROJECT.

6. To coordinate the development of traffic control plans and specifications, including detour routes, lane closures and barricade locations in COUNTY's Sahara Avenue Right-of-Way with the COUNTY.

7. To comply and ensure compliance with all terms and conditions of permits issued by the COUNTY.

8. To require the DEPARTMENT'S contractor to submit traffic control plans for the County's review and approval, as determined by the COUNTY, and to maintain its traffic control devices. The term of the traffic control plans shall be dependent on the work being performed, as determined by the COUNTY, and the DEPARTMENT's contractor shall comply with all requirements of the approved traffic control plans and renew as required by the COUNTY. Each submittal for review of traffic control plans shall include a copy of this fully-executed Agreement. The DEPARTMENT understands that the COUNTY will place conditions on the traffic control plans and has established fines and fees for the placement of unauthorized or improperly placed or maintained traffic control devices. As such, a traffic control plan violation notice may be issued to the contractor to pay fines or fees attributable to said violation, and any such violation may result in revocation of the approved traffic control plan in addition to other legal remedies of the COUNTY.

9. To require its contractor to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from any and all liabilities, damages, losses claims, actions, inactions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of its contractor related to or arising out of the construction of the Project, including, but not limited to, traffic control and the use of Sahara Avenue Right of Way.

10. To provide the COUNTY with a warranty period of not less than one year after substantial completion of the PROJECT for those improvements for which the COUNTY will be responsible for operating and maintaining.

11. If necessary, to assign or transfer to the COUNTY licenses or rights to the Sahara Right of Way to enable the COUNTY to require entities to relocate improvements or facilities in the Sahara Right of Way.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including December 31, 2023, or until construction of all improvements have been completed and accepted by the COUNTY.

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

3. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The COUNTY shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including, but not limited to, representations relating to the extension of the Agreement's expiration date.

4. Paragraphs 1 through 6 of this Article III - It is Mutually Agreed, shall survive the termination and expiration of this Agreement.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Lacey L. Tisler, P.E.
Nevada Department of Transportation
Division: Safety Engineering
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7459
Email: ltisler@dot.nv.gov

FOR COUNTY:

Denis Cederburg, P.E., Director
Clark County Department of Public Works
500 South Grand Central Parkway, Suite 2066
P.O. Box 554000
Las Vegas, NV 89155-4000
Phone: (702)455-6020
Email: dlc@ClarkCountyNV.gov

7. The DEPARTMENT shall award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The DEPARTMENT has the right to reject any and all bid proposals determined not to be in the best interest of the State.

8. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the

excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

9. Up to the limitations of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, inactions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.

10. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

11. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

12. An alteration ordered by the DEPARTMENT, which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which shall set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

13. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

16. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

18. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

19. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

20. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

21. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

22. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

23. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

24. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

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

26. 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.

CLARK COUNTY, NEVADA

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

Randall J. Tarr
Deputy County Manager

Director

Approved as to Legality and Form:

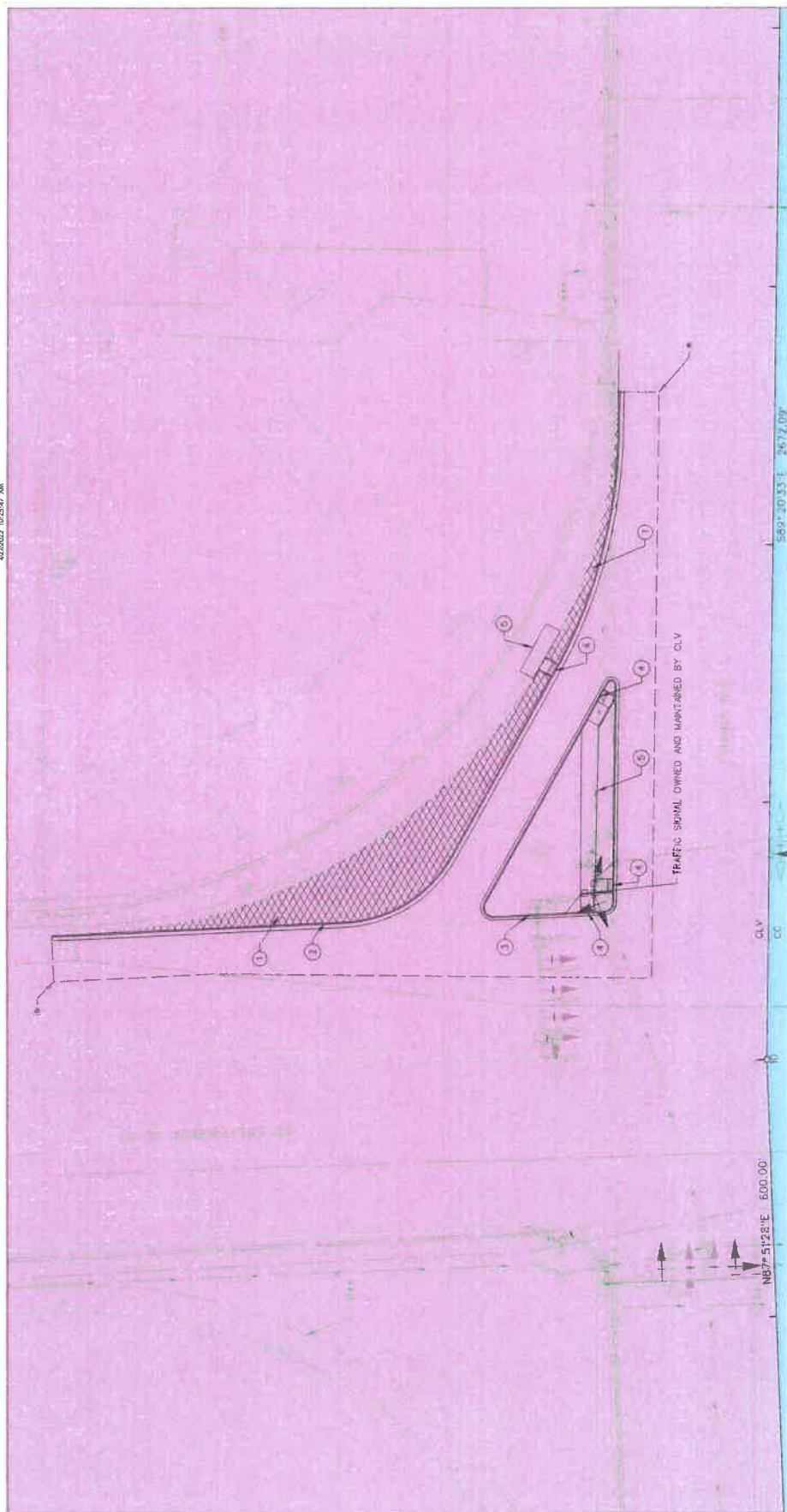
Deputy Attorney General

Approved as to Form:



Laura C. Rehfeldt
Deputy District Attorney

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	SPSR-0589(017)	CLARK	EX-1



- ① INSTALL ROCK MULCH
- ② REMOVE AND REPLACE CURB AND GUTTER
- ③ REMOVE AND REPLACE MEDIAN ISLAND
- ④ REMOVE AND REPLACE CURB RAMP
- ⑤ REMOVE AND REPLACE SIDEWALK

- GENERAL NOTES -

1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.

- LEGEND -

* - LIMITS OF PAVING

- APPROXIMATE R/W (BASED ON SURVEY PERFORMED)

 - ROCK MULCH

CLV - CITY OF LAS VEGAS JURISDICTION

CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

COOPERATIVE
AGREEMENT EXHIBIT
RAINBOW BLVD

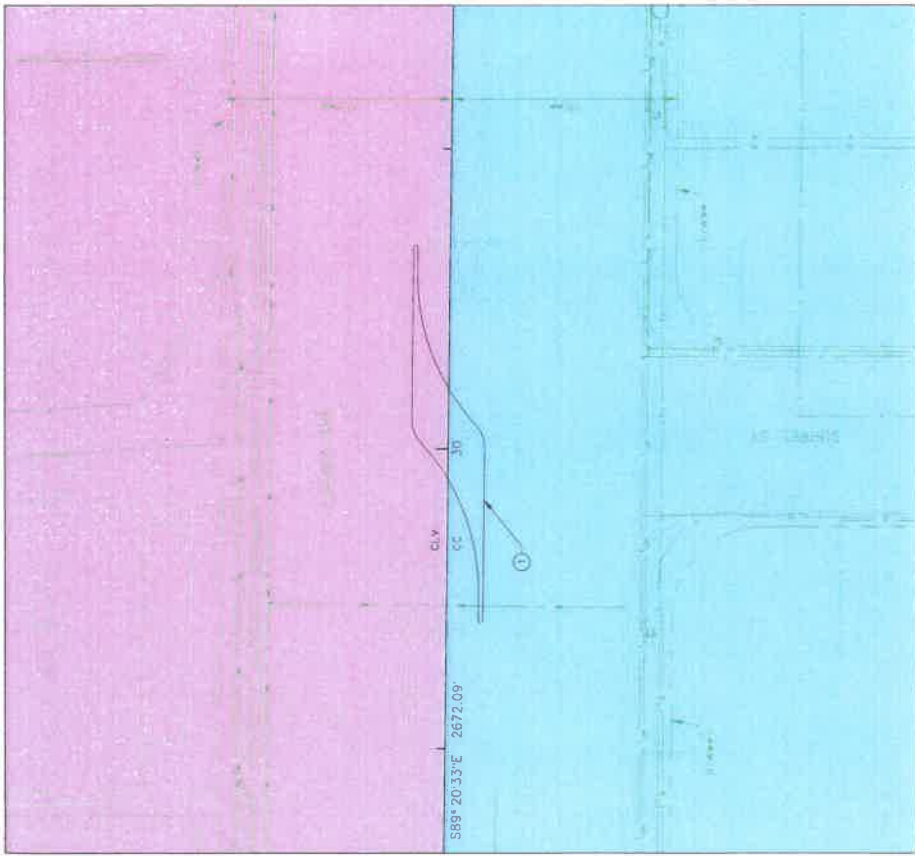
132

6750 Via Aurea Parkway, Suite 350
Las Vegas, NV 89119
PH: 702-938-6000 FAX: 702-938-6000

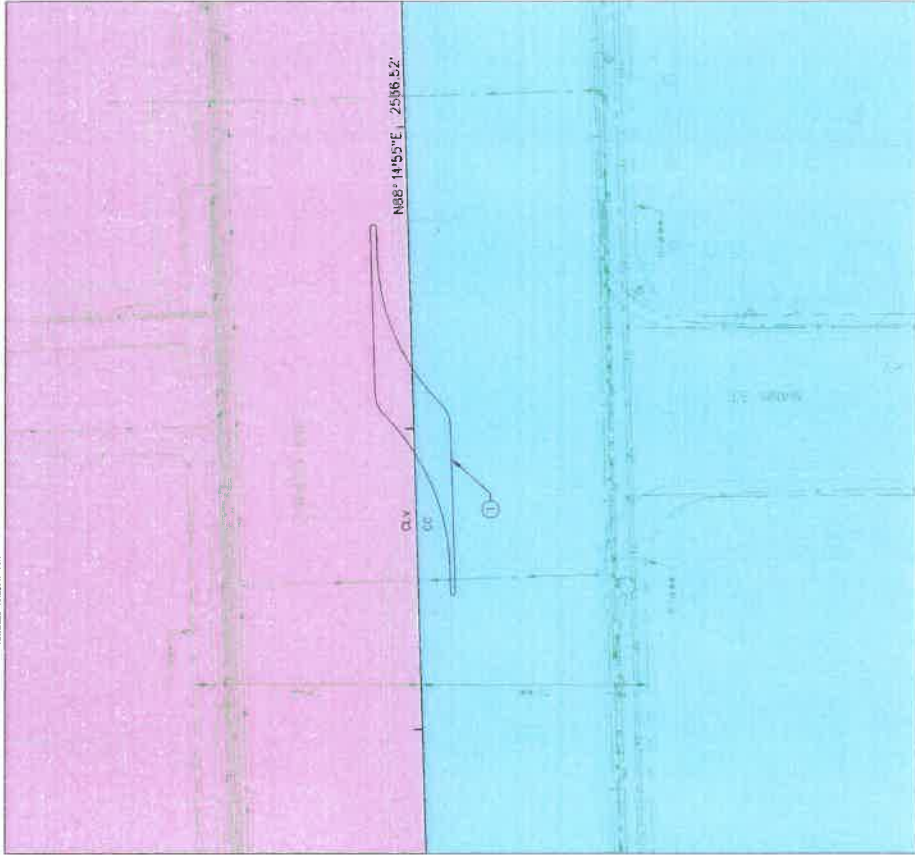
1:40 PLOT SCALE RHENDERS

PRELIMINARY
SUBJECT TO REVISION

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	SPSR-05893(017)	CLARK	EX-2



① CONSTRUCT TACK-ON "S" ISLAND



- GENERAL NOTES -
1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.

- LEGEND -

* - LIMITS OF PAVING

- APPROXIMATE R/W (BASED ON GIS, NO SURVEY PERFORMED)

- ROCK MULCH

CLV - CITY OF LAS VEGAS JURISDICTION

CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

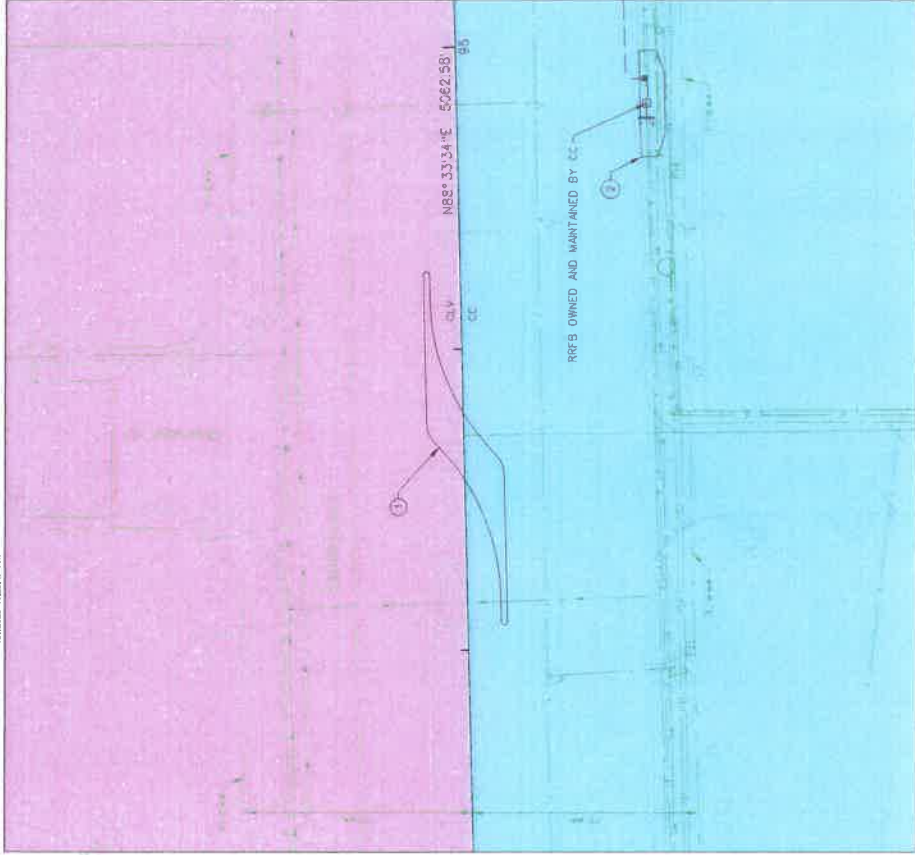
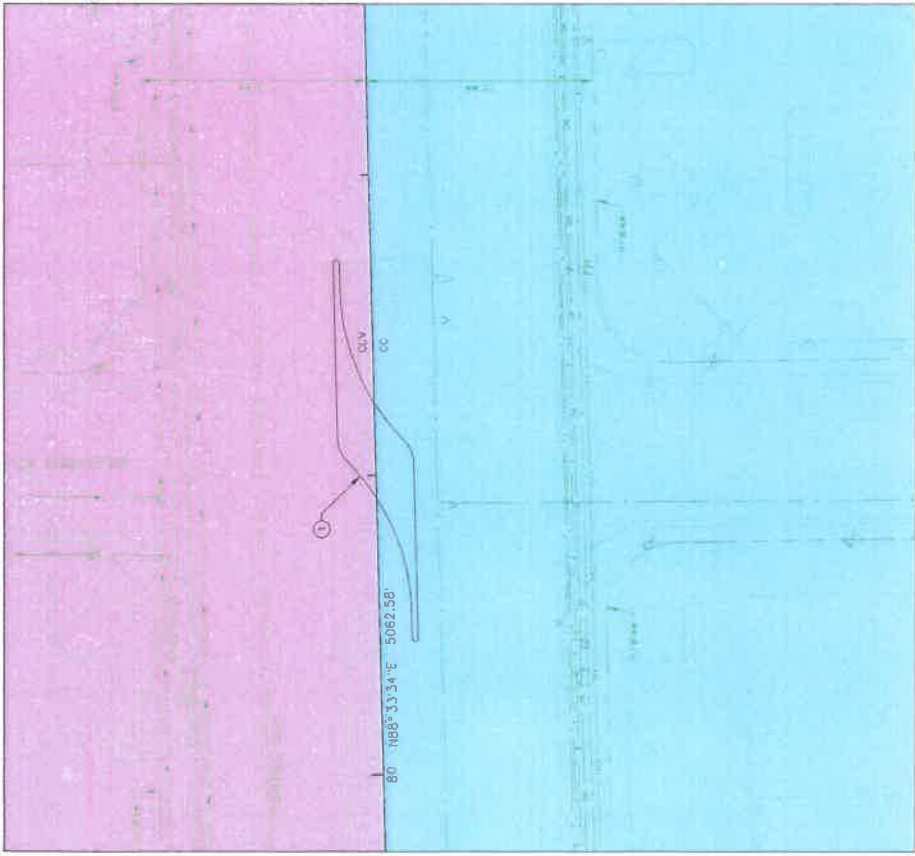
COOPERATIVE
AGREEMENT EXHIBIT
SORREL ST/MANN CIR



6750 Via Arroyo Parkway, Suite 300
Las Vegas, NV 89119
PH: 702-896-4000 FAX: 702-896-4060

1"=40' PLOT SCALE
RHEINERS

PRELIMINARY
4/22/2022 10:23:47 AM
SUBJECT TO REVISION



- ① CONSTRUCT TACK-ON "S" ISLAND
- ② REMOVE AND REPLACE SIDEWALK

- GENERAL NOTES -
1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.

- LEGEND -

- * - LIMITS OF PAVING
- - APPROXIMATE R/W (BASED ON GIS, NO SURVEY PERFORMED)
- ██ - ROCK MULCH

CLV - CITY OF LAS VEGAS JURISDICTION
CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

COOPERATIVE
AGREEMENT EXHIBIT
WESTWIND RD & MOHAWK ST

DR

8750 Via Arroyo Parkway, Suite 350
Las Vegas, NV 89119
PH: 702-938-6000 FAX: 702-938-6060

1:40 PLOT SCALE
RHEINERS

STATE	PROJECT NO.	COUNTY	SHEET NO.
NEVADA	SPSR-0589(017)	CLARK	EX-4

- ① REMOVE AND REPLACE SIDEWALK
- ② REMOVE AND REPLACE MEDIAN ISLAND
- ③ REMOVE AND REPLACE CURB RAMP

- GENERAL NOTES -
1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.

- LEGEND -

- * - LIMITS OF PAVING
- APPROXIMATE R/W (BASED ON GIS, NO SURVEY PERFORMED)
- ROCK MULCH
CLV - CITY OF LAS VEGAS JURISDICTION
CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

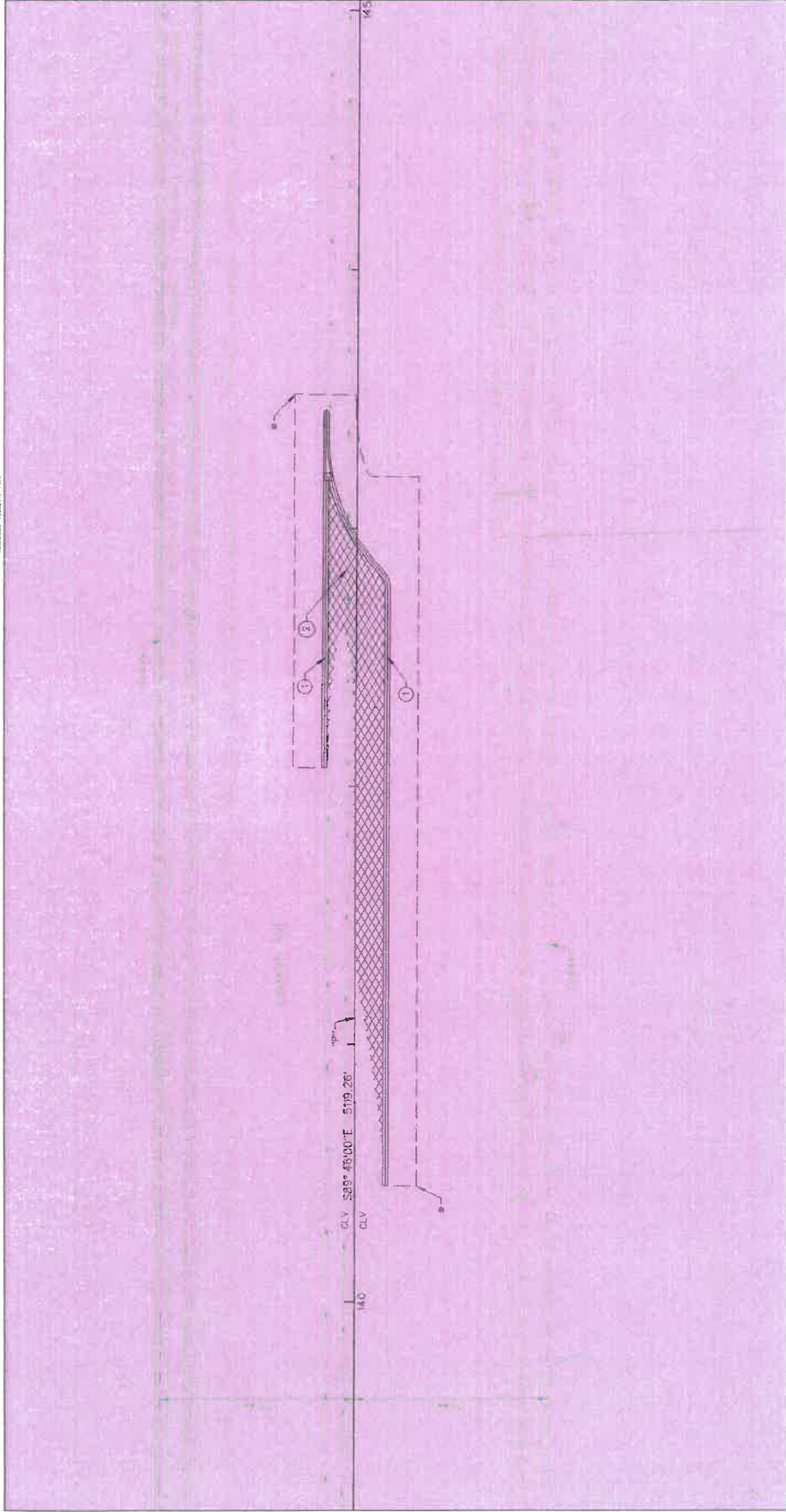
COOPERATIVE
AGREEMENT EXHIBIT
EDMOND ST

23

6750 Via Austin Parkway, Suite 350
Las Vegas, NV 89119
PH: 702-938-6000 FAX: 702-938-6001

1:40 PLOT SCALE RHENDERS

PRELIMINARY
SUBJECT TO REVISION
02/20/2019 10:35:47 AM



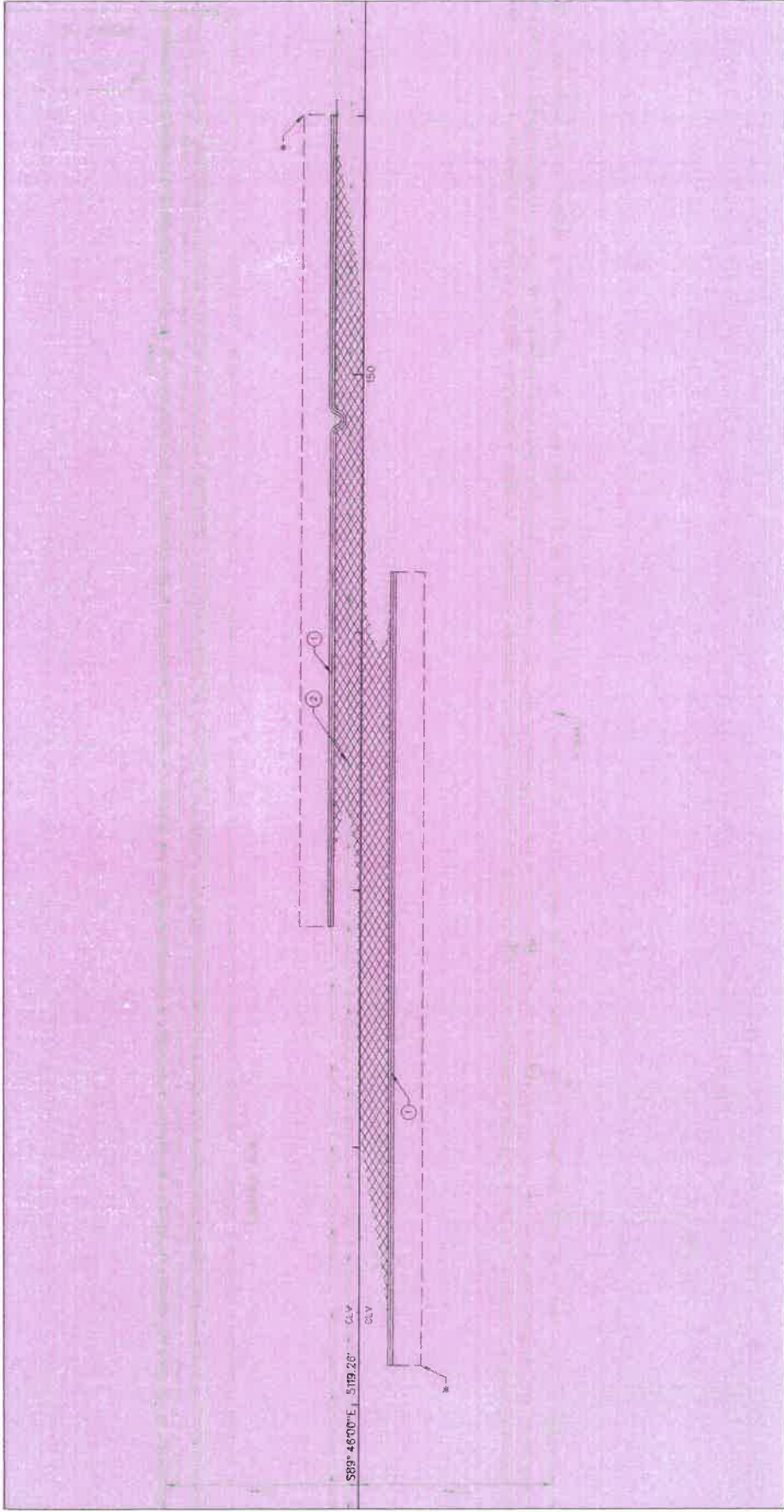
- 1 REMOVE AND REPLACE MEDIAN ISLAND
- 2 INSTALL ROCK MULCH

- GENERAL NOTES -
- 1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
- LEGEND -
- * - LIMITS OF PAVING
- APPROXIMATE R/W (BASED ON G.S. NO. SURVEY PERFORMED)
- ROCK MULCH

- CLV - CITY OF LAS VEGAS JURISDICTION
- CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE
AGREEMENT EXHIBIT
SAHARA WEST VILLAGE
HDR
6750 Via Acadia Parkway, Suite 350
Las Vegas, NV 89119
PH: 702-688-8000 FAX: 702-688-4660
1:40 PLOT SCALE
RENDERERS

PRELIMINARY
4/27/2002 10:58:47 AM
SUBJECT TO REVISION



- ① REMOVE AND REPLACE MEDIAN ISLAND
- ② INSTALL ROCK MULCH

- GENERAL NOTES -
- 1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
- LEGEND -
- * - LIMITS OF PAVING
- - APPROXIMATE R/W (BASED ON G.S. NO. SURVEY PERFORMED)
- ▨ - ROCK MULCH

- CLV - CITY OF LAS VEGAS JURISDICTION
- CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

**COOPERATIVE
AGREEMENT EXHIBIT
SAHARA WEST VILLAGE**



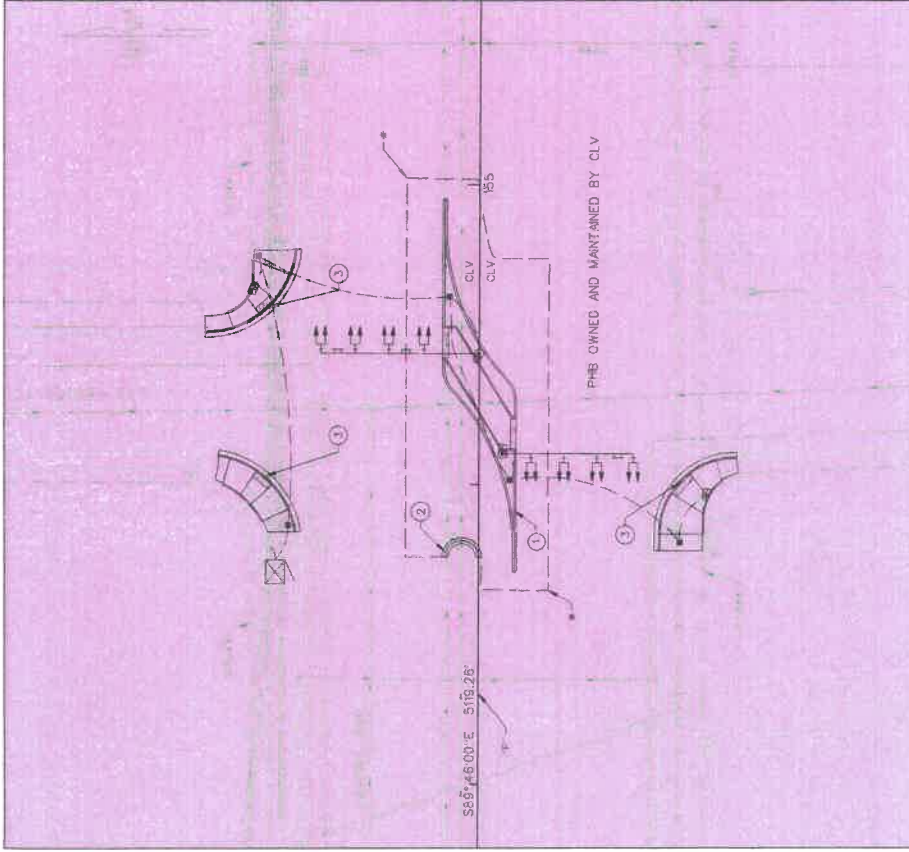
6750 Via Arroyo Parkway, Suite 350
Las Vegas, NV 89119
PH: 702-898-6000 FAX: 702-898-6060

1:40 PLOT SCALE
RRENDERS

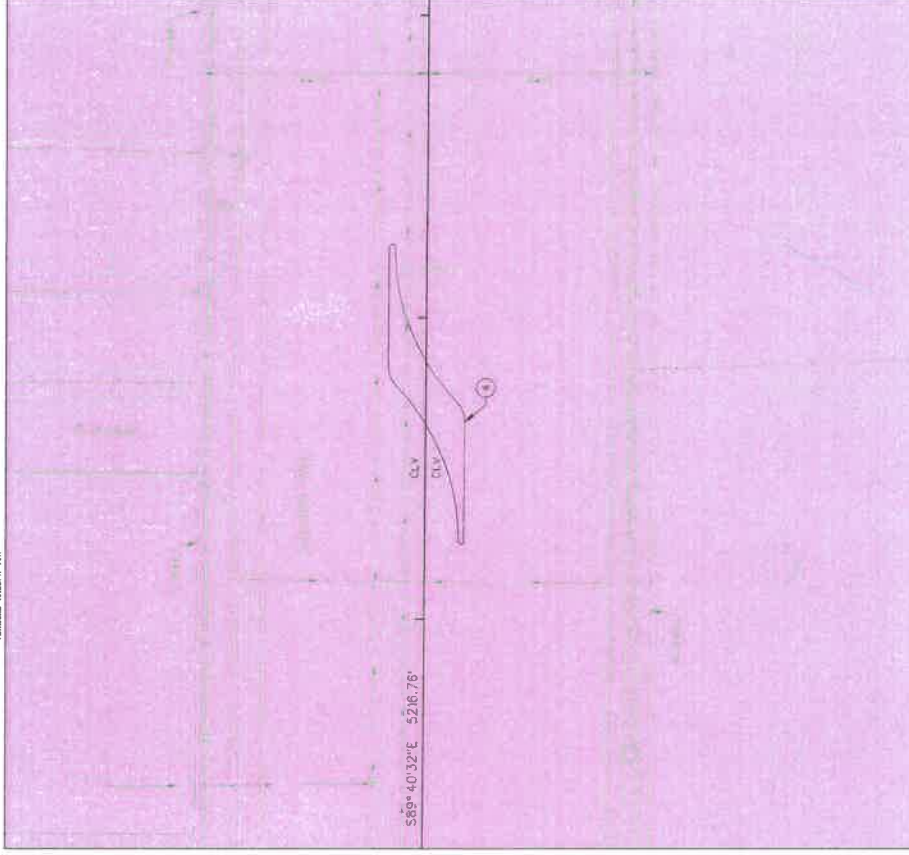
PRELIMINARY

4/22/2023 10:25:47 AM
SUBJECT TO REVISION

STATE	PROJECT NO.	SHEET NO.
NEVADA	SP5R-05891(017)	CLARK
		EX-7



- 1 REMOVE AND REPLACE MEDIAN ISLAND
- 2 REMOVE AND REPLACE CURB AND GUTTER
- 3 REMOVE AND REPLACE CURB RAMP
- 4 CONSTRUCT TACK-ON "S" ISLAND



- GENERAL NOTES -
1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.

- LEGEND -

* - LIMITS OF PAVING

++ - APPROXIMATE R/W (BASED ON GIS, NO SURVEY PERFORMED)

☒ - ROCK MULCH

CLV - CITY OF LAS VEGAS JURISDICTION

CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

COOPERATIVE
AGREEMENT EXHIBIT
LAS VERDES ST/
SPANISH OAKS CENTER

DR

6750 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
PH: 702-638-6000 FAX: 702-638-4060

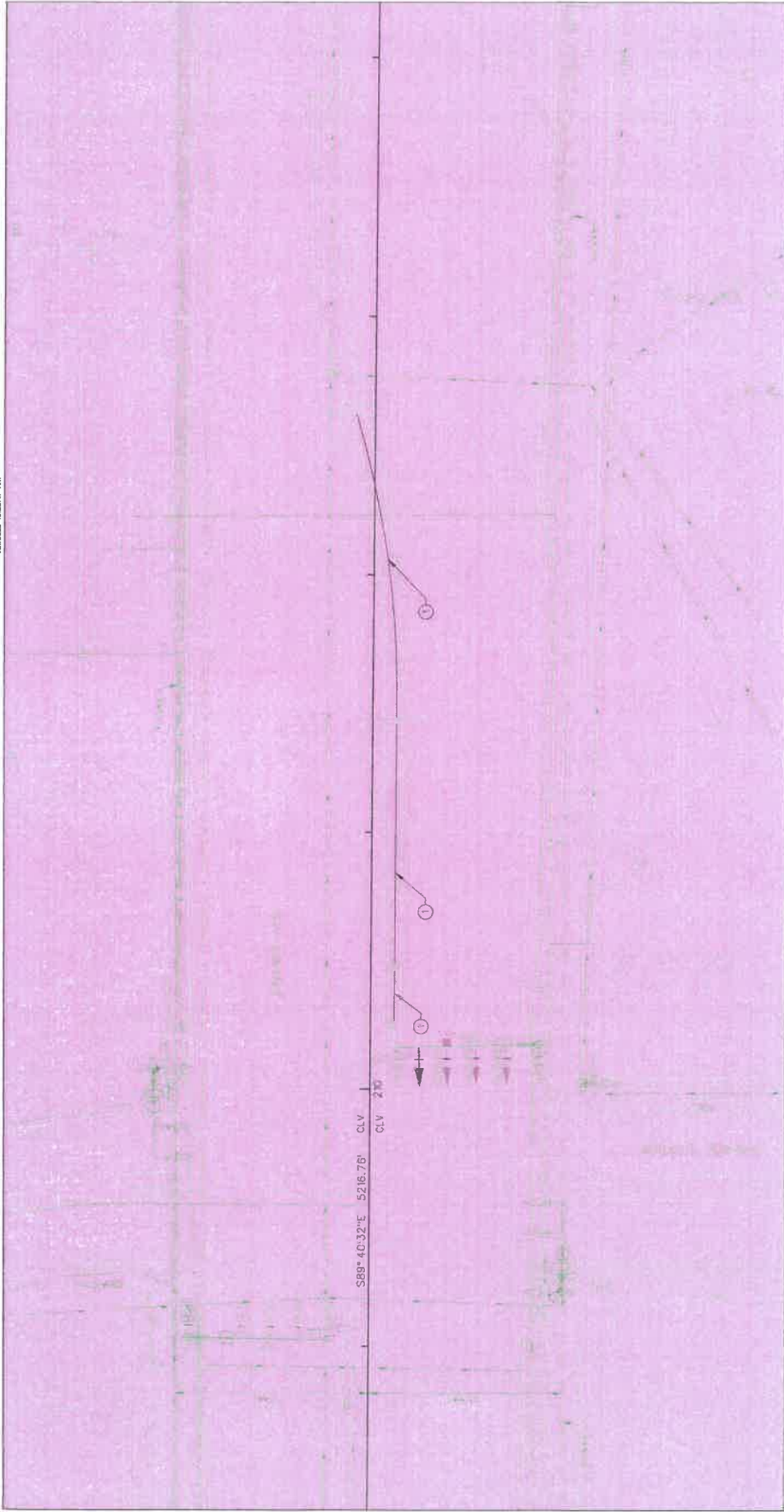
1:40 PLOT SCALE

RHENDERS

PRELIMINARY

4/22/2002 10:25:47 AM
SUBJECT TO REVISION

STATE	PROJECT NO.	SHEET
NEVADA	SPSR-0589(017)	CLARK
		EX-8



1 CONSTRUCT ORNAMENTAL FENCE

- GENERAL NOTES -
1. SEE FINAL PLANS FOR ADDITIONAL INFORMATION AND DETAILS.

- LEGEND -

* - LIMITS OF PAVING

- APPROXIMATE R/W (BASED ON GS, NO SURVEY PERFORMED)

- ROCK MULCH

CLV - CITY OF LAS VEGAS JURISDICTION

CC - CLARK COUNTY JURISDICTION

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

COOPERATIVE
AGREEMENT EXHIBIT
PALACE STATION

HR

6750 Via Arroyo Parkway, Suite 350
Las Vegas, NV 89119
PH: 702-938-6000 FAX: 702-938-6060

1:40 PLOT SCALE

RHENDERS