

**INTERLOCAL AGREEMENT TO PROVIDE FUNDS  
FOR THE ED FOUNTAIN PARK PARKING LOT**

THIS INTERLOCAL AGREEMENT is made and entered into this 17<sup>th</sup> day of Sept., 2008, by and among the City of Las Vegas, Nevada ("City") and Clark County, Nevada ("County", collectively with the City, the "Parties").

**WITNESSETH:**

WHEREAS, the City owns and operates Ed Fountain Park (the "Park") located in the area of Vegas Drive and Decatur Boulevard in the City of Las Vegas, Nevada; and

WHEREAS, the Park provides various recreational amenities for the use and enjoyment by residents in Southern Nevada; and

WHEREAS, the City desires to build a temporary parking lot on land owned by the City and adjacent to the Park which will facilitate access to and accommodate the users of the Park; and

WHEREAS, the City and County desire to enter into this Agreement in order to cooperate in financing the Project, as defined hereafter.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Parties intend that the County provide to the City certain funds to enable the City to accomplish the construction of a parking lot adjacent to the Park; and

NOW, THEREFORE, be it agreed by the Clark County Board of County Commissioners and the City Councils for the City as follows:

1. The County agrees to pay Seventy Thousand and 00/100 Dollars (\$70,000.00) of the estimated construction budget costs as set forth in Exhibit "A" ("Budget"), attached hereto, for the purpose of the construction of the Ed Fountain Park Parking Lot ("Project"). The Improvements Plan and Grading Plan for the Project is attached hereto as Exhibit "B".

A. The City shall be lead agency for management of this Project. As lead agency, the City shall further be responsible for billing the County upon itemized statement, no more frequently than once per month for costs incurred pursuant to the Budget, up to the amounts authorized by this Agreement. The County shall make payments to the City within thirty (30) days of billing by the City.

2. This Agreement shall commence as of SEPTEMBER 17, 2008 and shall be effective until DECEMBER 17, 2008 ("Expiration Date"), unless sooner terminated, or otherwise expressly provided in this Agreement.

3. Each of the Parties is a governmental entity and it is recognized that each Party's books and records pertaining to the Project are open to inspection by the other Parties during normal business hours.

A. The Parties agree to cooperate to achieve the objectives hereof by furnishing such information and executing such documents as are reasonably required over the term hereof to effectuate the intent and purposes hereof.

4. This Agreement shall become effective once it has been accepted and executed by each of the Parties after approval thereof by the governing bodies of the Parties.

5. If the County fails to make any payment due hereunder as specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto. Such enforcement may include, without limitation, the following:

A. The Party who is not in default may advance the amount required to make up for any payment default by the other Party and shall be entitled to recover from the defaulting Party the sum so advanced, plus interest from the date the payment was due until it is paid by the defaulting Party at the prime rate prevailing during the period of the default, as it may change from time to time, based on such rate as published in the Wall Street Journal or if more than one rate is published on any day, the average of such rates.

B. Subject to the Uniform Arbitration Act contained in NRS 38.015 to 38.205, inclusive, either of the Parties may sue in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement, but any dispute under this Agreement is subject to the Uniform Arbitration Act contained in NRS 38.015 to 38.205, inclusive.

6. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.

7. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

8. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or

obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

9. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

10. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

11. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

12. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Attn: City Manager

Clark County, Nevada  
500 South Grand Central Parkway  
Las Vegas, Nevada 89106  
Attn.: County Manager

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A copy of each notice to the other party shall also be sent to the attention of the Finance Director of the City and to the attention of the Chief Financial Officer of the County at the above addresses.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

CITY OF LAS VEGAS, NEVADA


(SEAL)

By   
OSCAR B. GOODMAN, Mayor

ATTEST:

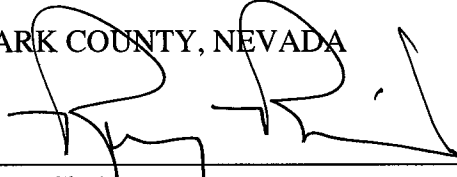
  
BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

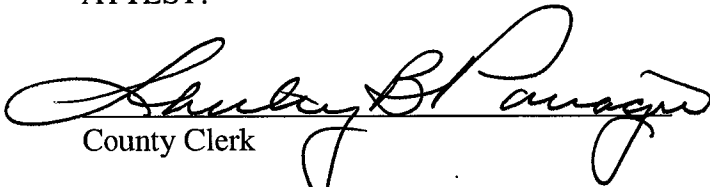
 9/8/08  
Date

CLARK COUNTY, NEVADA

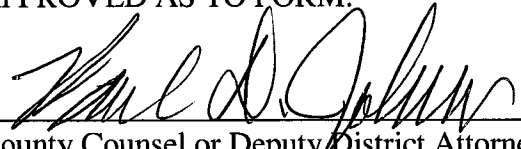
(SEAL)

By   
Chairman

ATTEST:

  
County Clerk

APPROVED AS TO FORM:

  
County Counsel or Deputy District Attorney