

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF LAS VEGAS
TO UTILIZE DEVELOPMENT SERVICES BY ONE PUBLIC AGENCY FOR
DEVELOPMENT PROJECT SPANNING BOTH JURISDICTIONS**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2008, by and between the CITY OF LAS VEGAS (the "CITY") and the COUNTY OF CLARK (the "COUNTY"). The City and the County may be hereinafter referred to individually as a "Party," or collectively as the "Parties."

WITNESSETH:

WHEREAS, the COUNTY desires to fully fund the design and construction of a regional park (the "Park") and all necessary off-site improvements on land obtained by the COUNTY from the Bureau of Land Management ("Subject Property"). The Subject Property was once wholly within the COUNTY's jurisdiction, but pursuant to an annexation action by the CITY, a substantial portion of the Subject Property now lies within the CITY's jurisdiction (the "City Section"). A depiction of the Subject Property and the City Section is attached hereto at Exhibit "1."

WHEREAS, the CITY desires to delegate its authority to the COUNTY to oversee and approve all engineering and architectural plans for the City Section and provide all inspection and other services necessary for construction of the Park as provided herein.

WHEREAS, Nevada Revised Statutes Chapter 277.045 provides that two or more public agencies may enter into an interlocal agreement for the performance of a public function.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. Delegation of Authority by CITY to COUNTY; COUNTY Acceptance of Delegation. Subject to the terms, conditions and limitations as set forth in this Agreement, the CITY hereby authorizes, and the COUNTY hereby accepts the responsibility to review and approve the engineering plans and construction plans (the "Plans Check Services") and provide for all building and safety inspection services related to the construction of the Park within the City Section, The City will retain the right to approve plans for and inspection of any and all necessary off-site improvements that will be maintained by the City.

B. Land Use Entitlements Reserved to CITY. The COUNTY acknowledges that the City Council may not delegate its statutory obligation to consider land use entitlements within its jurisdiction. Further, the COUNTY acknowledges that the Subject Property must be rezoned to CV prior to construction of any park improvements, and the CITY agrees to present a rezoning application to the City Council to consider such action.

The COUNTY acknowledges and agrees that it must file with the CITY all subsequent land use entitlement requests necessary as required by the City of Las Vegas Municipal Code. For example, the construction of the park requires a Site Development Plan for the design approval of the proposed park within the City Section. For the purpose of this subsection, the term “land use entitlement” does not include a requirement for the COUNTY to obtain “building permits” for the construction of any improvements (other than off-site improvements) within the City Section.

C. COUNTY Acknowledgements. The COUNTY acknowledges that it will be subject to the following:

1. Submittal of all technical studies required by the CITY’s Department of Public Works including Drainage, Traffic, and Soils studies;

2. Design and construction of all off-site improvements to include but not be limited to: roadway pavement (with overpavement if necessary), wet and dry utilities, curb and gutter, sidewalk, street lights, traffic signal interconnect conduit, and traffic control devices, as necessary.

3. With the exception of sewer connection fees, the City of Las Vegas will waive all its normal development fees include the off-site improvement permit fees for plan review and inspection of any necessary off-site improvements; Technical Study Fees, Traffic Barricade Plan Permit Fees and Transportation Impact Fees.

D. Existing City Recreation and Public Purpose Applications Filed on the Real Property comprising the City Section. The Parties acknowledge that the City submitted two applications with the United States Bureau of Land Management (“BLM”) for a long term lease of land pursuant to the relevant federal law, one for a public park (BLM Serial Number N65866) (the “Park Application”) and one for a fire station (N85225) (the “Fire Station Application”). The Park Application is attached hereto as Exhibit “2” and the Fire Station Application is attached hereto as Exhibit “3.”

Upon the execution of this Agreement by the Parties, the City shall take all necessary steps to withdraw Park Application and Fire Station Application from consideration by the BLM.

E. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

F. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

G. Applicable Laws; Attorneys’ Fees. This Agreement shall be construed and enforced in

accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

H. Amendment of Agreement. No amendment of this Agreement is permitted except as approved by the governing body of each Party.

I. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager

To County: Clark County
500 S. Grand Central Parkway
Box 551111
Las Vegas, NV 89115-1111

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

J. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

K. Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

L. Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

M. Indemnification of City by County Subject to all limitations as provided by NRS Chapter 41, County shall indemnify and hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims, actions or any other proceedings for any injury, including death, and claims for property damage which may arise from the operations of the County or those of its contractors, subcontractors, agents, employees, or other persons acting on County's behalf which relate to the construction of the contemplated park upon the City Section or the associated half-street improvements and trails within the City's jurisdiction. In addition, County agrees to pay all costs and attorney fees for a defense for City in any legal action filed in a court of competent jurisdiction for with the City is indemnified pursuant to this Section. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

COUNTY OF CLARK

By: _____
RORY REID, Chairman, Clark County Commission

APPROVED AS TO FORM:

{ }, Deputy District Attorney

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, City Clerk

APPROVED AS TO FORM:

JAMES B. LEWIS, Deputy City Attorney