

Interlocal Agreement for the Reciprocal Use of Parks, Park Facilities, Community Centers and Related Equipment

This Interlocal Agreement for the Use of Parks, Park Facilities, Community Centers and Related Equipment (this "Agreement") is made and entered into this 3rd day of November, 2010, by and between the County of Clark, Nevada, a political subdivision of the State of Nevada (the "County") and the City of Las Vegas (the "City") a municipal corporation within the State of Nevada, which governmental entities are individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to the provisions of NRS 277.180, governmental entities are authorized to enter into an agreement which provides for the joint use of county and city personnel, equipment and facilities, including, without limitation, playgrounds, parks, recreational facilities and public buildings of the county or city, under such terms and conditions that they determine promote the welfare of the inhabitants of the county and/or city;

WHEREAS, the County and the City each own and operate recreational parks, park facilities and community centers, which are adjacent to or in proximity of each other's jurisdictional boundaries;

WHEREAS, the County and the City may periodically desire to utilize the other Party's park, park facility or community center, including the use of certain equipment which may be available at the aforementioned facilities, for the purpose of conducting or sponsoring a special program or event for the benefit of the community;

WHEREAS, the County and the City are willing to pay the costs for materials, equipment or additional staff (including overtime costs) that are the result of utilizing each other's parks, park facilities, community centers and equipment;

WHEREAS, the County and the City desire to set forth in this Agreement the terms and conditions governing the use of each other's parks, park facilities, community centers and equipment.

NOW, THEREFORE, the Parties agree as follows:

1. AUTHORIZATION TO USE.

The County and the City hereby agree to allow each other the requested use of their respective parks, park facilities, community centers, and the equipment which may be available at the aforementioned facilities, on an as available basis, and subject to the terms and conditions of this Agreement. Except as provided for in Section 5 below or elsewhere in this Agreement, the use of the park, park facility, community center or equipment shall be free of any rental charge to the requesting Party.

2. TERM.

This Agreement shall commence upon approval and execution by each Party, and shall continue in effect until either the County or the City elects to terminate this Agreement by providing the other Party with written notice of such termination effective thirty (30) calendar days after receipt thereof.

3. NOTIFICATION OF REQUESTED USE AND SCHEDULING.

In order to exercise the right of use granted in Section 1 above, the County or City, whichever is the requesting Party, agrees to notify the other Party in writing no less than 30 days prior to the scheduled event of their desire to utilize a certain park, park facility or community center, including any desired equipment which may be available at the aforementioned facilities, which is under the ownership and control of that Party. The Party receiving the application will review the request to determine if the requested park, park facility, or community center, including the requested equipment and staff at those facilities, is available for use by that Party.

For purposes of this Agreement, the requested park, park facility or community center will be considered unavailable for use for any of, but not necessarily limited to, the following reasons:

(i) Schedule – An application may be denied for any event which conflicts with an event already scheduled at the requested park, park facility or community center by the Party, which event will take precedent over the request made by the other Party.

(ii) Existing Commitments – An application may be denied if there is a conflict with pre-existing contractual commitments regarding the use of the park, park facility, or community center (e.g. the Open Doors Open Schools Agreement with the Clark County School District).

(iii) Maintenance and Construction – An application may be denied due to previously scheduled maintenance and construction taking place at the requested park, park facility, or community center.

(iv) Staff Availability – An application may be denied if the Party's staff normally required to support the event is already assigned to other tasks or otherwise unavailable.

(v) Facility Hours – An application may be denied if the scheduled time for the event is outside the facility's regular scheduled hours of operation unless a required fee to cover such additional operational expenses have been negotiated and agreed to by the Parties.

(vi) Capacity Issues – An application may be denied if the event would impact parking and access to the park, park facility or community center for other already scheduled events.

(vii) Duplication of Services – An application may be denied if the Party receiving the application already provides for the same or similar event as that for which

the other Party is requesting use of the park, park facility or community center.

(viii) Public Purpose – An application may be denied if the event is determined not to be of benefit to the public by the Party approving the request for the use of a park, park facility or community center.

Any application submitted by the City must be approved by the Director of the Department of Parks and Recreation for Clark County or the Director's duly appointed designee. Any application submitted by Clark County must be approved by the Director of the Department of Leisure Services or the Director's duly appointed designee or by the Manager for the Office of Cultural Affairs of the City Manager's Office, or the Manager's duly appointed designee.

If an unforeseen conflict, not including acts of nature (e.g. inclement weather) or community safety issues (e.g. civil unrest) should arise or occur that would prevent the requesting Party from holding its event, to the extent that it is feasible, the Party who has granted the use of its park, park facility or community center will provide the requesting Party two weeks, or such other period of time as is reasonable under the circumstances, written notification of the unforeseen conflict in order to provide the requesting Party with the opportunity to reschedule or relocate the event. The Party approving use of its park, park facility or community center shall not be liable for any cancellation due to an unforeseen conflict except for the refund of any fees previously paid by the Party scheduling the event.

Each Party agrees that third party lease or subleasing of the requested park, park facility or community center is prohibited under this Agreement.

4. PERMITS AND LICENSES.

The Party requesting the use of a park, park facility or community center is responsible for obtaining the permits and licenses which are necessary to conduct the scheduled event. The Party allowing for the use of its park, park facility or community center shall not be responsible for any costs associated with any of the required permits or licenses.

5. STAFFING AND EQUIPMENT/FACILITY COSTS.

The Party scheduling the event will reimburse the other Party for any additional staff costs resulting from the utilization of the other Party's park, park facility or community center and/or equipment. The Party scheduling an event will be responsible for setting up and closing down their own event.

For purposes of this Agreement, "staffing costs" means any costs associated with (i) requiring staff to remain or be present at the times staff would not normally be onsite at the event site, or (ii) assigning additional staff to the event site due to the inability of the regular staff to remain onsite because of conflicting assignments or commitments.

Such additional staffing costs may also include, but are not limited to, the following;

(i) **Additional Staffing:** If additional staffing, such as security and custodial clean up or an equipment operator is needed, the requesting Party is responsible for arranging for and paying all costs associated with such staffing.

(ii) **Use of Facility and Equipment:** Any request for the use of equipment, which is needed to support an event, shall be limited to the equipment usually on hand at the facility and is not already in use. Any additional equipment (including lighting, sound, audio/visual, and porta potties) needed for the event is the responsibility of the requesting Party. Additional lighting, sound and audio/visual equipment may be available, however it is the responsibility of the approving Party to determine in its sole discretion whether or not to grant the use of such equipment after considering such factor as availability, staffing cost, safety and required training needed to use the equipment.

(iii) **Other Incremental Costs:** Each party shall reimburse the other for any additional incremental costs that occur as a result of the use of the requested park, park facility or community center. Such incremental costs include, but are not limited to, vendors hired to provide additional custodial support, security, special facility/park preparation or restoration services that would not be done as part of the regular daily operations at the requested facility.

The Party receiving a request for the use of its park, park facility, community center or equipment agrees to provide the requesting Party with an estimate of the staffing, equipment and other costs associated therewith at least two weeks prior to the scheduled event. The requesting Party must be provided payment of the estimated costs at least 72 hours prior to the event. If it appears to the Party receiving the request that the actual costs will exceed the estimate, such Party agrees, if feasible, to notify the requesting Party of such additional costs at least 72 hours prior to the event, and the requesting Party shall indicate to that Party whether it wants to proceed with the event. Notwithstanding the 72 hour prior notice, if, after the conclusion of the event, the actual costs of using the park, park facility, community center or equipment exceed the previously given estimate, the requesting Party agrees to pay the Party additional costs within 30 days after receipt of an invoice requesting payment.

6. LIABILITY.

The Party granted use of a park, park facility, community center or equipment agrees to pay any and all damages and repair costs incurred in connection with such use.

Each Party agrees to maintain a policy of self insurance or purchase insurance adequate to cover the risks of liability during the term of this Agreement. If the requesting Party elects to purchase insurance, then such insurance will be in an amount and with a company acceptable to the other Party, and a copy of the certificate of insurance shall be provide to that Party prior to any use of the park, park facility, community center, or related equipment by the requesting Party, and such certificate shall name both Parties as additional insured parties thereunder.

Without waiving the limitation of liability of governmental entities set forth in NRS Chapter 41, and subject to the limit contained therein, the County shall protect, indemnify and hold the City, its officers and employees (collectively the "City"), harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, reasonable attorney's fees, court costs or other expenses of any and every kind or character (collectively the "liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of (i) the use of the park, park facility and community center (including equipment that may available for use at the aforementioned facilities) by the County, or (ii) any negligent act or omission on the part of the County, its officers, employees or agents in the performance of this Agreement.

Without waiving the limitation of liability of governmental entities set forth in NRS Chapter 41, and subject to the limit contained therein, the City shall protect, indemnify and hold the City, its officers and employees (collectively the "County"), harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, reasonable attorney's fees, court costs or other expenses of any and every kind or character, which may be recovered from or sought against the County, or any of them, as a result of, by reason of, or as a consequence of (i) the use of the park, park facility and community center (including equipment that may available for use at the aforementioned facilities) by the City, or (ii) any negligent act or omission on the part of the City, its officers, employees or agents in the performance of this Agreement.

Nothing in this Section shall be construed or interpreted to waive the statutory limitation of liability set forth in NRS Chapter 41 enacted for the benefit and protection of governmental entities within the State of Nevada.

7. NOTICES.

All notices required pursuant to the provisions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by computer electronic mail (e-mail) with confirmation of such transmission, (iii) transmitted by facsimile with confirmation of such transmission or (iii) transmitted by U. S. mail via certified mail return receipt requested to the following person or address:

TO COUNTY: Director
Clark County Department of Parks and Recreation
2601 E. Sunset Road
Las Vegas, Nevada 89120
E-Mail Address: Jepx@co.clark.nv.us
Fax No. 702-455-8260

TO CITY: Director or Designee
City of Las Vegas Department of Leisure Services
City of Las Vegas
749 Veterans Memorial Drive

Las Vegas, Nevada 89101
E-Mail Address: Lzimmerman@lasvegasnevada.gov
Fax No.702-383-6306

Manager
Office of Cultural Affairs
City of Las Vegas
401 S. 4th Street
Las Vegas, Nevada 89101
E-Mail Address: ndeaner@lasvegasnevada.gov
Fax No.702-383-1129

The Parties agree to provide written notification of any change in the above information. An original signed notice via U. S. mail shall follow any e-mail or faxed notice.

8. NO PARTNERSHIP OR THIRD PARTY BENEFICIARY.

This Agreement, and nothing contained in this Agreement, shall be interpreted to, create any partnership, joint venture or other arrangement between the Parties except as expressly provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a Party hereto, and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

9. INTEGRATION.

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all other oral and written negotiations, agreements and understandings of every kind.

10. AMENDMENTS OR MODIFICATIONS.

All amendments to this Agreement must be in writing and must be properly executed by both Parties with the same formality that accompanied the execution of this Agreement.

11. GOVERNING LAW.

This Agreement will be subject to the laws of the State of Nevada. The Parties agree that throughout the term of this Agreement, they will comply with all applicable laws, including federal, state and local laws, ordinances, rules and regulations.

12. CAPTIONS.

The captions appearing at the commencement of the sections hereof are

descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit, or describe the scope or intent of this agreement, nor in any way affect this agreement.

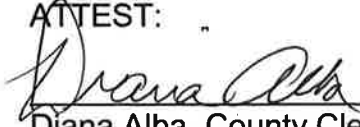
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed day and year first above written.

Clark County, Nevada

By: 
Rory Reid, Chairman Date
Board of County Commissioners

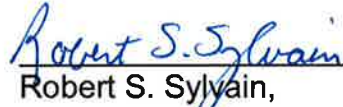
City of Las Vegas

By:  11/9/10
Oscar B. Goodman Date
Mayor

ATTEST:

Diana Alba, County Clerk Date

ATTEST:
 11/4/10
Beverly K. Bridges, MMC Date
City Clerk

Approved as to form:

 10-19-10
Robert S. Sylvain, Date
Deputy City Attorney