**INTERLOCAL CONTRACT FOR SEED COLLECTION AT FLOYD LAMB PARK BETWEEN CITY OF LAS VEGAS, NEVADA AND NEVADA DIVISION OF FORESTRY**

This INTERLOCAL CONTRACT FOR SEED COLLECTION AT FLOYD LAMB PARK ("Agreement") is made and entered into this ___ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation with the State of Nevada ("City") and the Nevada Division of Forestry, also department of the State of Nevada ("NDF"). The City and NDF are individually referred to as "Party" or collectively referred to herein as the "Parties."

## RECITALS

**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, City is the owner of Assessor's Parcel Number 125-04-301-005 in Las Vegas, County of Clark, Nevada and commonly known as Floyd Lamb Park ("Property") as depicted on Exhibit A; and

WHEREAS, NDF desires to enter onto the Property to collect seeds from native plants ("Seed Collection") in accordance with the terms and conditions set forth herein; and

WHEREAS, City desires to provide ingress and egress to the Property for Seed Collection subject to the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

**1. INCORPORATION OF RECITALS AND EXHIBITS.** The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

**2. TERM.** This Agreement shall commence on September 1, 2011 and shall be for a term of one year ("Term") with a termination date of September 1, 2012. NDF shall have the right to request annual one-year extensions of the Term by making a written request to City a minimum of thirty days prior to the termination date.

**3. USE LIMITED.** This Agreement is for the sole purpose of allowing access to the Property for Seed Collection. No other use is either contemplated or permitted under this Agreement.

**4. ACCESS TO PROPERTY.** NDF shall have the right to access the Property during the hours that Floyd Lamb Park is open to the public. At no time shall NDF access the Property when Floyd Lamb Park is closed to the public.

**5. LIABILITY/INDEMNIFICATION.** Each party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this Agreement. Each party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, individual members thereof, officers, employees, agents and employees harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this agreement whether those actions were performed by its officers, employees, agents, participants, volunteers, attendees, and/or invitees.

**6. NOTICE.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To City: Attention: Administrator,
Real Estate & Utilities
City of Las Vegas
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1022 phone

To NDF: Attention: Adria DeCorte
Resource Management Officer
Nevada Division of Forestry
4747 Vegas Drive
Las Vegas, NV 89108
(702) 486-5123 office

**7. MODIFICATION OR AMENDMENTS**. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to activities contemplated herein, and supersedes all prior and contemporaneous oral and written agreements and discussions related to the terms and conditions hererin.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

**8. COUNTERPARTS; ELECTRONIC DELIVERY.** This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**9. GENERAL CONDITIONS.** The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. 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.

Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

SIGNATURES CONTINUED ON NEXT PAGE

**INTERLOCAL CONTRACT FOR SEED COLLECTION**
**AT FLOYD LAMB PARK BETWEEN**
**THE CITY OF LAS VEGAS, NEVADA AND THE NEVADA DIVISION OF FORESTRY**
**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth above.

**CITY OF LAS VEGAS**

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 9/1/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

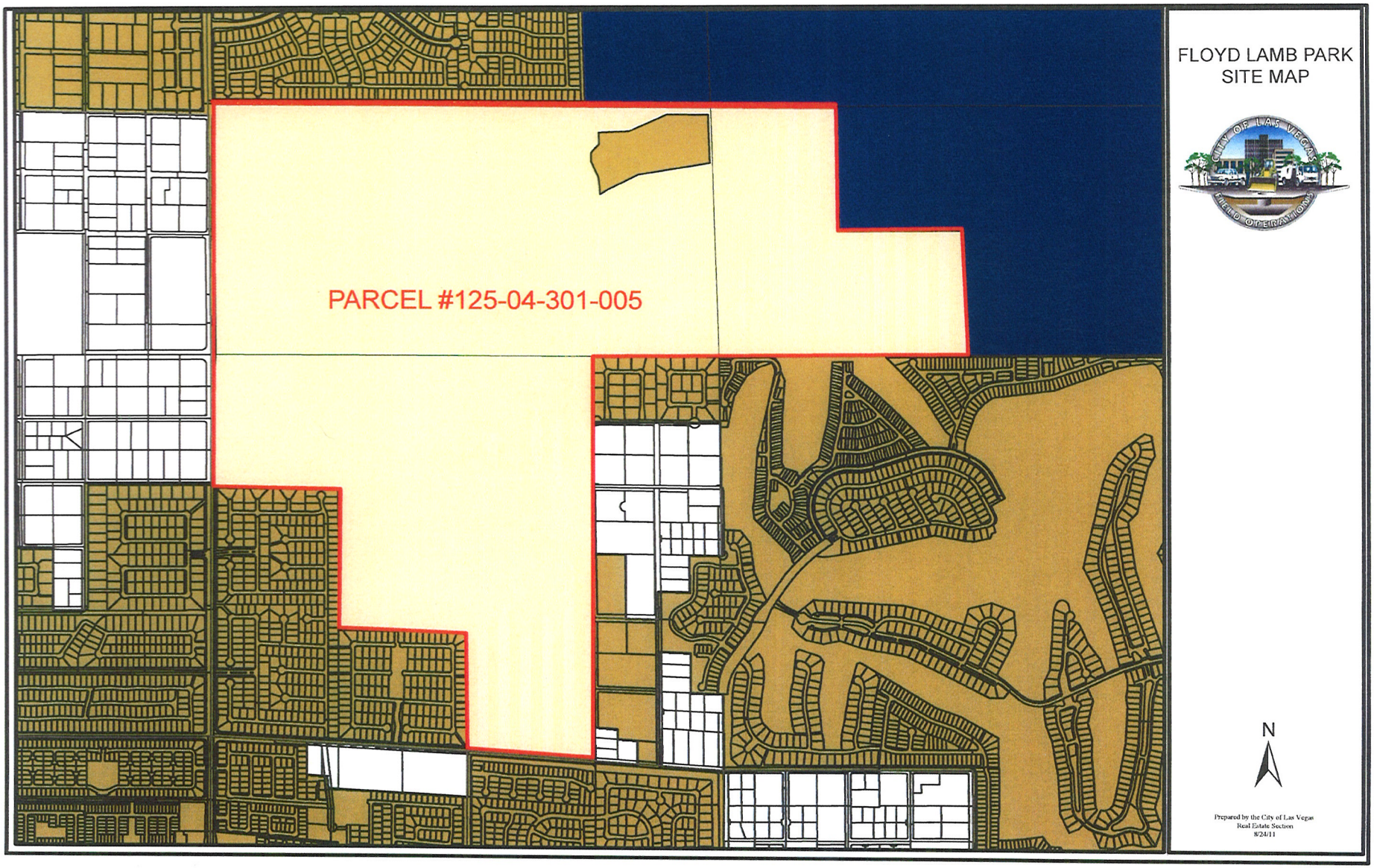
**NEVADA DIVISION OF FORESTRY**

By: Adria Delonte

Name: ADRIA DECORTE

Title: RESOURCE MGMNT OFFICER

EXHIBIT "A"


PARCEL #125-04-301-005
FLOYD LAMB PARK
SITE MAP
CITY OF LAS VEGAS
FIELD OPERATIONS
N
Prepared by the City of Las Vegas
Real Estate Section
8/24/11