

**INTERLOCAL AGREEMENT FOR THE USE OF CASHMAN CENTER
(Nevada Task Force 1)**

THIS INTERLOCAL AGREEMENT FOR THE USE OF CASHMAN CENTER (Nevada Task Force 1) ("Agreement") is entered into as of the date last signed by the parties below, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"). City and County are sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, City is the owner of that certain real property with an address of 850 Las Vegas Blvd N, Las Vegas, Nevada 89101, Assessor's Parcel Numbers 139-26-301-004 and 139-27-709-001, generally located at the southeast corner of North Las Vegas Boulevard and East Washington Avenue and commonly known as Cashman Center (collectively, the "Property").

WHEREAS, the County desires to have access and occupy a certain portion of the Property (the "Premises" as further defined herein) for County Use (the "County Use" as further defined herein).

WHEREAS, NRS 277.180 authorizes public agencies to 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.

NOW, THEREFORE, in accordance with NRS 277.180, the Parties mutually agree as follows:

1. **Premises.** City hereby allows County to occupy and use Exhibit Hall A (the "Premises"), as depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purposes of operating the County Use along with the non-exclusive right in common with City, other tenants, subtenants, and invitees, to use of the Property's parking areas for employee/vehicle parking, ingress and egress. County shall not use the parking areas or the ingress and egress area of the Property in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Property.
2. **Term.** This Agreement commences upon execution by both Parties (the "Commencement Date") and shall continue until **March 31, 2022** (the "Expiration Date") unless sooner terminated. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon giving ten (10) days written notice to the other party. On the effective Expiration Date, County shall terminate all County Use and take all actions to mitigate expenses and vacate the Premises.
3. **Designated Representative.** Upon execution of this Agreement, each party's representative signing below shall provide written notification to the other party of the designated representative to administer this Agreement and to act as a single point of contact on behalf of each party (each, a "Designated Representative"). Either party may change the Designated Representative at any time by providing written notice to the other party's Designated Representative.
4. **County Use.** County may use the Premises to store emergency response vehicles and house three staff member on site. The Designated Representative of each party shall coordinate the County's access and occupancy of the Premises, including the buildings and other improvements. The County will be solely in control of and responsible for all events and activities arising from or related to the County Use.

5. Times of Operation. The County will have access and use of the Premises 24/7 unless otherwise agreed to by the Parties in writing. County understands and agrees that should there be a Las Vegas Lights FC or other event, that County's ability to utilize the Property parking lots on those days may be restricted or prohibited by the City. County also understands that the City is contractually engaged in exclusive negotiations with a developer regarding its interest in developing, leasing and/or purchasing the Property. As such, in the event the developer needs access to the Property and/or Premises to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments, and boundary and topographic surveys as the developer deems necessary or desirable ("Due Diligence Investigations"), upon two (2) business days' notice (any Due Diligence Investigations notices to be given by City for purposes of this Section 5 only may be given by e-mail only with an automatic "read receipt" constituting acknowledgment of an email for notice purposes hereto notwithstanding the language in Section 23), the County understands and agrees that County's ability to utilize the Property parking lots and/or Premises on those days may be restricted or prohibited by the City.

6. Costs. The Premises is provided to County "as is". The County shall pay a monthly rent in the amount of \$5,000, provided that the first payment will be made as of October 1, 2021 and on the first day of each calendar month thereafter during the term. The payment for October 1, 2021 shall be made by the County concurrently with its execution of this Agreement. The County shall be responsible for all costs and expenses to use the Premises for the County Use, including by way of example: cleaning Premises on regular intervals and providing janitorial services. The Designated Representative of each party shall coordinate access to the Premises and other improvement on the Property. The City will be responsible for utility costs (excluding internet) related to the use of the Premises.

If it is reasonably foreseeable that the Parties will be required to:

- (a) Expend more than \$25,000 to carry out this Agreement, the Agreement must be ratified by appropriate official action of the governing body of each party to the Agreement as a condition precedent to its entry into force; and
- (b) Expend \$25,000 or less to carry out this Agreement, each party shall maintain written documentation of the terms of the Agreement for at least 3 years after the date on which the Agreement was entered into.

7. Restoration. The County agrees to use the Premises for which do not materially damage the Premises. County Use shall be in a lawful, careful, safe, and proper manner, and County shall carefully preserve, protect, control and guard the Premises from damage, at County's sole expense. County shall, on the Expiration Date or, if earlier terminated upon such termination, surrender possession of the Premises without further notice to quit, in as good condition as reasonable use will permit. Upon completion of the County Use, the County and/or its contractors will be responsible for site clean-up and disinfection, site damage, and restoration of the Premises to its original condition (should any damage occur) at the County's sole cost and expense ("Restoration Work").

The City shall notify the County within fifteen (15) business days if the Restoration Work, if any, is unacceptable to the City. In the event the City fails to do so within said fifteen (15) business day period, the City shall be deemed to have approved the Restoration Work. If the City reasonably objects to any portion of the Restoration Work, within the said fifteen (15) business day period, then the County shall have fifteen (15) business days to cure such defects after receipt of the City's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, the County shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

8. Hold Harmless. Subject to the limitation of law, and to the extent allowed by law, each party agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, and agents

committed in the performance of this Agreement. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

9. Insurance. The County agrees to procure and maintain general liability insurance, or self-insure pursuant to Nevada Law, in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or Property resulting from the use and occupancy of the Property/Premises. The City, its elected officials, officers and employees shall be named as an additional insured party, by endorsement, under said insurance coverage.

10. Hazardous Waste. The County shall not allow Hazardous Waste (waste that is dangerous or potentially harmful to health or the environment) or other trash to remain upon the Property or Premises.

11. No Representations. City makes no representations or warranties about the condition of the Premises or any other parts of the Property, and County accepts the same AS IS, WHERE IS, WITH ALL FAULTS.

12. Compliance with Laws/Permits. The County shall, in all activities undertaken pursuant to this Agreement, comply and cause its officers, employees, agents, volunteers, and invitees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, the County, at its sole cost and expense, shall obtain any and all permits that may be required by any law, regulation, or ordinance for any activities the County desires to conduct or have conducted pursuant to this Agreement.

13. Continuing Liability. The expiration or termination of this Agreement shall not release the County from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the expiration or termination of this Agreement and restoration of the Property, if any, to its prior condition.

14. Dispute Resolution. In the event of a dispute arising under this Agreement, the parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes which cannot be informally resolved shall be litigated rather than submitted to arbitration. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

15. Assignment. County may not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of City.

16. Independent Entities. 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 matters pursuant to this Agreement, each party is and shall be separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole 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 party whatsoever with respect to the indebtedness, liabilities and obligations of the other party or any other person.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be

necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

18. Headings. The headings to the various sections of this Agreement are solely for the convenience of the Parties hereto and shall have no effect on the interpretation or the enforcement hereof.

19. Amendment. This Agreement shall not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

20. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and County. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

21. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

22. Notice. Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

To COUNTY:

Clark County
Attn: Fire Chief John Steinbeck
500 So. Grand Central Parkway
Las Vegas, Nevada 89155
Email: John.Steinbeck@ClarkCountyNV.gov

To CITY:

City of Las Vegas
Attn: Economic Development Director
495 South Main St 6th Floor
Las Vegas, Nevada 89101

Email: rysmith@LasVegasNevada.GOV

23. Official, Agent and Employees of the City Not Personally Liable. It is agreed by and between the Parties of this Agreement, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

24. Conflict of Interest (City Officials).

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

26. Public Records. Each party is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Each Party's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

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(Nevada Task Force - 1)**

Signature Page (continued)

IN WITNESS WHEREOF the Parties hereto through their duly authorized representative, have caused this Agreement to be executed as of the last date below written.

CITY OF LAS VEGAS

By: Jorge Cervantes

Printed Name: Jorge Cervantes

Title: City Manager

Date: 10/20/21

Approved as to Form:

By: [Signature] 10-11-21
Counsel Date

COUNTY OF CLARK

By: _____

Printed Name: Marilyn Kirkpatrick

Title: Clark County Commission, Chair

Date: _____

ATTEST:

By: _____

Lynn Marie Goya, County Clerk

Approved as to Form:

By: Lisa Hagedorn 10/21/21
Counsel Date

EXHIBIT A

