

Interlocal Lease Agreement between Clark County and City of Las Vegas

INTERLOCAL AGREEMENT FOR THE LEASE OF REAL PROPERTY

THIS INTERLOCAL AGREEMENT FOR THE LEASE OF REAL PROPERTY ("Lease") is made and entered into as of the ____ day of _____, 2025, by and between the County of Clark, Nevada ("Lessor") and the City of Las Vegas ("Lessee"), both political subdivisions of the State of Nevada (individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89101 (APN 139-34-210-082) and depicted on Exhibit A attached to this Lease and incorporated herein (the "RJC");

WHEREAS, the RJC includes a public parking lot (APN's 139-34-311-156 and 157) also depicted on Exhibit A (the "Premises") containing single space pay parking meters;

WHEREAS, the Parties entered into an Interlocal Agreement for the Lease of Real Property on March 19, 2013, for the purpose of providing single space parking meter enforcement on the Premises by Lessee, which expired June 30, 2019, but continued in effect on a month-to-month basis;

WHEREAS, the Parties entered into an Interlocal Agreement on September 18, 2019, to supersede in all respects the previous Interlocal Agreement for the purpose of installing multi-space pay parking meters ("Parking Meters"), and providing for the operation and maintenance, and enforcement of those Parking Meters on the Premises ("Prior Interlocal Agreement").

WHEREAS, the Prior Interlocal Agreement expired on June 30, 2024.

WHEREAS, Lessor desires to continue to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor, for the purpose of continuing to provide for the operation and maintenance of the Parking Meters, and enforcement of the Parking Meters on the Premises.

WHEREAS, NRS 277.050 authorizes a public agency to enter into agreements for the lease of real property to another public agency without advertising for public bids for an amount at least equal to the current appraised value of the real property being leased.

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WHEREAS, Lessor and Lessee have determined the lease of the Premises to Lessee for the purposes as hereinafter set forth will provide a substantial benefit to the inhabitants of the City of Las Vegas.

WHEREAS, Lessor agrees to lease the Premises upon the terms and conditions set forth below.

WHEREAS, the Parties desire to make the Lease retroactively effective on July 1, 2024.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Parties agree as follows:

1. LEASE OF PREMISES. Subject to the provisions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Premises. The sole purpose of this Lease is to permit Lessee to provide operation, maintenance and enforcement services in connection of the Parking Meters on the Premises, including, without limitation, the collection of Parking Meter revenue, the issuance of citations for parking violations, and the collection of citation proceeds. Lessor agrees that Lessee shall have the exclusive right during the term of this Lease to collect revenues, provide maintenance, and enforce the Parking Meters on the Premises. Lessee agrees that Lessor shall have the right to set both the rates for the Parking Meters and the hours of enforcement. Upon the Commencement Date (as defined below), the Prior Interlocal Agreement shall be of no further force and effect.

2. TERM OF LEASE. This Lease shall be for a period of five (5) years. Should the Parties mutually agree, in their respective sole discretion, the term may be automatically extended for an additional period of five (5) years unless this Lease is terminated by either Party. The Parties agree that either Party, at its sole discretion and for any reason or no reason whatsoever, may terminate this Lease upon no less than thirty (30) days prior written notice to the other Party. At the expiration or termination of this Lease, Lessee will remove the Parking Meters from the Premises.

3. EFFECTIVE DATE AND COMMENCEMENT DATE. This Lease shall retroactively commence on July 1, 2024 (the "Commencement Date").

4. RENT. Lessee shall pay as rent for the Premises one hundred percent (100%) of Parking Meter revenue, including credit card payments, mobile payments and coin payments actually collected by Lessee, less Lessee's expenses as described in Section 6(iv). Additionally, Lessee shall pay Lessor fifty percent

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(50%) of all proceeds of meter citation fines actually collected by Lessee (the "Collections"). Lessee shall pay to Lessor Lessor's share of the Collections monthly in arrears commencing with the first full month after the Commencement Date. All such payments shall be paid on or before the thirtieth (30th) of each month and shall be accompanied by a written summary accounting in form and substance to be agreed upon by the Parties. Lessor agrees that Lessee is not guarantying the collection of any fines, and that Lessee shall have no liability in connection with any fines that are not collected by Lessee. Upon expiration or termination of this Lease, Collections collected after the termination of this Lease will be remitted quarterly for a period of two (2) years, after which any outstanding balances will be written off by the Lessee. In connection with any unpaid citation fees, Lessee shall only be required to follow the collection procedure currently utilized by Lessee in collecting other unpaid parking citation fees in the City of Las Vegas. Lessee shall not be obligated to pay any other sums or amounts whatsoever under this Lease.

5. **PARKING SERVICES.** Lessee agrees to provide operation, maintenance, and enforcement services in connection with the Parking Meters located on the Premises, including, without limitation, collection of revenue, repair or replacement of inoperable parts, issuance of citations, citation processing, adjudication and collections of citation fines. Lessee agrees to provide the same level of service to the Premises that the Lessee utilizes in connection with other Parking Meters in the City of Las Vegas. Lessee shall cause violating vehicles to be towed in accordance with Lessee's standard codes and practices. Lessee agrees to utilize a towing contractor designated by Lessee. In no event shall Lessee be required to pay or bear the cost of towing vehicles.

6. **ON-GOING OPERATIONS.** Lessee will be required to provide maintenance and administration services for the Parking Meters on the Premises as follows:

- (i) Fix and replace inoperable parts;
- (ii) Replenish paper; and
- (iii) Ensure Parking Meters are communicating.

(iv) Lessor agrees to reimburse Lessee for (i) the actual cost of labor, parts, and supplies up to and not to exceed five thousand dollars and no cents (\$5,000.00) annually and (ii) the cost of Parking

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Meter communications at a fixed monthly rate of fifty seven dollars (\$57) per Parking Meter per month. Labor will be billed at forty five dollars and forty seven cents (\$45.47) per hour and includes only time spent maintaining Parking Meters. Supervisory expenses, vehicle expenses, parking enforcement, etc. shall not be billed to Lessor. All such reimbursements by Lessor shall be documented within the invoice submitted by Lessee to Lessor each month.

(vi) Lessee shall provide credit card transaction processing at a rate of four and twenty five one hundredth percent (4.25%) plus six cents (\$0.06) per transaction.

(vii) Lessee shall add the Parking Meters to its mobile payment system using its mobile payment app provider at a rate of ten cents (\$.10) per transaction. Should Lessee change mobile payment app vendors, the per transaction fee may be higher. Lessor may approve the change in fee in writing. If Lessor chooses not to approve the fee, acceptance of payments via mobile app will be discontinued at the Premises.

(viii) All costs will be passed through with no markup.

7. REPRESENTATIVES. Lessee hereby appoints S. Maria Tamayo-Soto, Parking Services Manager, as its representative and contact for the day-to-day administration of this Lease. Lessor hereby appoints the Director of the Clark County Department of Real Property Management as its representative and contact for the day-to-day administration of this Lease. Each Party may change its representative upon written notice to the other Party.

8. USE OF PREMISES. Lessee agrees to use the Premises solely for the operation and enforcement of the Parking Meters on the Premises as described in this Lease and for no other purposes whatsoever. Lessor agrees that during the term of this Lease that it shall only use the Premises as a public parking lot with pay meters and for no other purpose whatsoever; provided, however, the Parties agree that Lessor shall have the right from time to time to permit use of the parking on the Premises free of charge or to temporarily close the Premises to parking for special event purposes. Lessor agrees to notify Lessee in writing at least forty-eight (48) hours prior to any planned use of the parking for no charge.

9. CONDITION OF PREMISES. The Premises are leased to Lessee on an "as-is" basis. Lessor makes

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no warranty concerning the Premises and shall have no obligation to construct any improvements other than those that exist at the Commencement Date.

10. ACCESS TO PREMISES. Lessor shall have the right to access the Premises from time to time, as Lessor requires without notice to Lessee.
11. LIABILITY. Subject to the limits set forth in NRS Chapter 41, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the acts or omissions of its officers and employees.
12. SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for ordinary wear and tear.
13. HOLDING OVER. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof shall be construed to be a tenancy from month to month, terminable on one month's written notice.
14. LIENS AND ENCUMBRANCES. Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any liens or other encumbrances are filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge or record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.
15. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer or assign this Lease in whole or in part. Lessor shall not transfer or assign this Lease in whole or in part. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.
16. BREACH, DEFAULT AND REMEDIES. If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said Party to perform or comply with, the

defaulting Party shall have thirty (30) days after it receives written notice of such default or breach within which to remove, or cure said default or breach. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, as its sole and exclusive remedy at law or otherwise, terminate this Lease upon five (5) days written notice to Lessee. If a breach or default on the part of Lessor is not removed or cured within the applicable time limit set forth above, Lessee may, as its sole and exclusive remedy at law or otherwise, terminate this Lease upon five (5) days written notice to Lessor.

17. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise. Lessee does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessor in the conduct of its business or otherwise.
18. FORCE MAJEURE. Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that Party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.
19. NO WAIVER. Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor/Lessee unless such waiver is in writing.
20. PROVISIONS BINDING. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors and assigns.
21. ENTIRE AGREEMENT. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the Parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.
22. AMENDMENT OR MODIFICATION. No amendment to or modification of this Lease shall be

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binding upon Lessor or Lessee unless it has been reduced to writing.

23. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

24. NOTICES. Any notice or other communication required or permitted to be given under this Lease (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the Party to whom such notice, demand, or other communication is to be given as hereinafter set forth. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. The Notices shall be directed to the Parties at their respective addresses shown below, or such other address as either Party may, from time to time, specify in writing to the other Party in the manner described above:

If to the Lessor: City of Las Vegas
 Parking Services
 350 S. City Parkway
 Las Vegas, Nevada 89106
 Attention: S. Maria Tamayo-Soto

With a copy to: City Attorney of Las Vegas
 495 S. Main Street 6th Floor
 Las Vegas, Nevada 89101
 Attention: TBD

If to the Lessee: Clark County
 500 South Grand Central Pkwy., 4th Floor
 Las Vegas, Nevada 89155-1825
 Attention: Director of Department of Real Property Management

25. COUNTERPARTS. This Lease, any amendments hereto may be executed in several

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counterparts, and all such executed counterparts shall constitute the same document. It shall be necessary to account for only one (1) such counterpart in proving any such document. Any such counterparts may contain multiple signature pages to account for all the signatures thereto.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

COUNTY OF CLARK, NEVADA

CITY OF LAS VEGAS, NEVADA

By: _____
Shauna Bradley, Director
Real Property Management

By: _____
Shelley Berkley, Mayor

Date: _____

Date: 3/20/2025

ATTEST:

ATTEST:

Lynn Marie Goya, County Clerk
Vegas

Dr. Luann D. Holmes, MMC, City of Las Vegas

Approved as to form:

Approved as to form:

By: _____
Nichole Kazimirovich
Deputy District Attorney

By: _____ 2/20/25
Crislove Igeleke
Deputy City Attorney

EXHIBIT A

DEPICTION OF THE RJC AND THE PREMISES

