

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
WITH JURISDICTIONS REGARDING
PROPOSED REGIONAL ANIMAL SHELTER CAMPUS**

This First Amendment to the Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus ("Amendment") is made and entered into effective as of the _____ day of _____, 2023, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("CLV"), Clark County, a political subdivision of the State of Nevada ("County"), and the City of North Las Vegas, a political subdivision of the State of Nevada ("NLV"), and collectively referred to as the "Parties" or "Entities".

WITNESSETH

WHEREAS, on August 20, 2003, as authorized under Chapter 277.180 of the Nevada Revised Statutes, the Entities entered into the Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus ("Interlocal Agreement"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Interlocal Agreement will expire by its terms on August 19, 2033, unless an extension of such Interlocal Agreement is agreed by the Parties;

WHEREAS, it is important that the Entities continue to coordinate their efforts to assure their residents that all reasonable efforts are being expended to provide them with adequate animal control/protection services;

WHEREAS, on May 21, 2008, NLV and The Animal Foundation ("TAF") entered into an Animal Care and Shelter Services Agreement, with subsequent amendments thereto, which provides animal care and shelter services to NLV at the Regional Animal Shelter Campus located at 655 N. Mojave Road, Las Vegas, Nevada 89101 ("Regional Animal Shelter Campus");

WHEREAS, on February 18, 2015, CLV and TAF entered into an Amended and Restated Animal Care and Shelter Services Agreement, with subsequent amendments thereto, which provides animal care and shelter services to CLV at the Regional Animal Shelter Campus;

WHEREAS, on March 17, 2015, County and TAF entered into an Amended and Restated Animal Care and Shelter Services Agreement, with subsequent amendments thereto, which provides animal care and shelter services to County at the Regional Animal Shelter Campus;

WHEREAS, the Entities have made significant monetary contributions for the construction and renovations of the overall Regional Animal Shelter Campus;

WHEREAS, the Entities continue to wish to pool their collective resources in order to operate the Regional Animal Shelter Campus as hereafter described;

WHEREAS, CLV continues to be the owner of certain real property in the vicinity of Mojave Road and Harris Avenue in the City of Las Vegas, Nevada, commonly referred to as

Assessor's Parcel Number 139-25-405-008 ("Premises");

WHEREAS, the Premises are further depicted on the Site Map attached as Exhibit "A" to the original Interlocal Agreement, and the aerial map is attached as Exhibit "B" thereto. The Premises consist of approximately 8.00 acres. The area is hereinafter referred to as the "Regional Animal Shelter Campus" of the Lied Animal Shelter and additions thereto;

WHEREAS, as of November 8, 2023, the improvements located on the Premises are owned by TAF;

WHEREAS, CLV, County, and NLV desire to facilitate the purchase of the improvements located on the Premises whereby the improvements will be owned by CLV, and whereby all Entities will have a joint and shared use of the Premises on portions dedicated as the Regional Animal Shelter Campus, for use by each Entity for animal care and sheltering and related purposes;

WHEREAS, Section 12 of the Interlocal Agreement states that it shall not be amended except in a writing signed by all Entities.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the Parties agree to amend the Interlocal Agreement as follows:

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are true and correct and shall be incorporated herein by this reference. All capitalized terms and words of art, which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Interlocal Agreement.
2. Section 1 shall be deleted in its entirety and replaced as follows:

1. USE OF PREMISES

The Entities shall use the Premises for the Regional Animal Shelter Campus. CLV will lease the Premises to TAF, or the operator who successfully bids the Entities' future request/s for proposals for animal care and shelter services ("Future Operator"), for the purpose of providing the Entities' residents with one central location to retrieve lost pets and participate in all other proposed services as required in TAF's/Future Operator's agreement/s for animal care and shelter services with the Entities. The Entities will jointly operate and occupy the Regional Animal Shelter Campus (*i.e.*, the land, building, and improvements) for the purpose of housing animals and serving the residents' needs of the Entities at such facility.

3. Section 3 shall be deleted in its entirety and replaced as follows:

3. TERM OF AGREEMENT

The term of this Interlocal Agreement shall commence on the Effective Date and continue until December 31, 2053 ("Term").

In the event that County or NLV provides written notice of termination of its current, respective animal shelter services agreement with The Animal Foundation, said Entity shall have the right to occupy and use, in a manner of said Entity's choosing, a guaranteed portion of the Regional Animal Shelter Campus necessary to provide animal care and sheltering services for that Entity, including use of any and all other areas and systems of the facility necessary to properly provide such service for the residents of that Entity, for the period of time of what would have otherwise been the remaining term of said animal shelter services agreement with TAF. No Entity shall use any section or system of the Regional Animal Shelter Campus in a manner that excludes use by any other Entities on a proportional basis as specified herein. In addition, in the event that County or NLV provides written notice of termination of its participation in any joint-jurisdictional animal shelter services agreement with a Future Operator, then said Entity's rights under this Agreement shall also terminate with no liability on CLV's part to refund it any of its monetary contributions stated in Section 13 herein.

The guaranteed portion of the Regional Animal Shelter Campus to be occupied and used by each Entity shall be determined by reducing to a percentage the number of animal-holding days by each Entity divided by the total number of animal-holding days by all Entities in the most recent calendar year. For the twelve-month period of operation, commencing January 1, 2024, the guaranteed percentage portion of the Lied Animal Shelter shall be as follows: CLV 41.94%, County 43.48%, and NLV 14.58%. For each year after 2024, the guaranteed portion of the Regional Animal Shelter Campus to be occupied and used by each Entity shall be adjusted in December of each year, to be effective as of January 1 of the next succeeding year, based proportionately and determined by reducing to a percentage the number of animal-holding days by each Entity divided by the total number of animal-holding days by all Entities in the most recent 5- calendar years period.

The Entities agree that, if a change in conditions warrants revision of these terms, the Entities will promptly commence good faith negotiations to establish an equitable and practical shared use of the Regional Animal Shelter Campus and amend or replace this Interlocal Agreement accordingly.

4. Section 6 shall be deleted in its entirety and replaced as follows:

6. OPERATIONS AND INFORMATION

The Entities agree that they will work cooperatively and in good faith with each other in their respective use of the Regional Animal Shelter Campus. The Entities further agree to share any and all information about the facility(ies), programs, and operations generally that may reasonably be of interest and value to the other Entities for purposes of performing their

animal control, animal care, and/or animal sheltering related activities.

Prior to the termination of all the Entities' respective animal care and shelter services agreements with TAF, the Entities further agree to jointly issue a Request for Proposals ("RFP") for a Future Operator of the Regional Animal Shelter Campus to provide animal care and shelter services, to jointly select the most responsive and responsible Future Operator, and to enter into one joint agreement with such Future Operator to provide animal care and shelter services for all Entities.

5. Section 9 shall be deleted in its entirety and replaced as follows:

9. NOTICES

Any notice, demand, request, or other instrument, which may be or is required to be given under this Interlocal Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To CITY OF LAS VEGAS:

City of Las Vegas
Department of Public Safety
495 South Main Street, 7th Floor
Las Vegas, NV 89101
(702) 229-6501 phone
(702) 382-8558 fax

To CLARK COUNTY

Clark County Animal Protection
Services
4701 W Russell Road
Las Vegas, NV 89118
(702) 455-7710 phone
(702) 455-8102

To CITY OF NORTH LAS VEGAS

City of North Las Vegas
Animal Protection Services
2332 Las Vegas Blvd. Suite 200
North Las Vegas, NV 89030
(702) 633-1005 phone
(702) 649-1302 fax

Any Party hereto may change its address by giving ten (10) days advance notice to the other Entities as provided herein.

6. Effective January 1, 2024, a new Section 13 is hereby added as follows:

**13. OWNERSHIP AND/OR USE OF THE REGIONAL ANIMAL
SHELTER CAMPUS**

Notwithstanding the terms and conditions of any other provisions between the Parties to the contrary herein, including without limitation references in Section 5 whereby CLV is to pay or credit County and/or NLV monies upon its purchase of the Regional Animal Shelter Campus (said payment/credit is hereby deleted and considered moot), CLV and TAF have agreed that upon sixty (60) days written notice from CLV to TAF, but no later than July 31, 2024, that TAF shall transfer all rights, title and interest to the Regional Animal Shelter Campus/building and their related improvements, structures, and amenities (which shall include the pylon sign located to the East of the Shelter building near Mojave Road, the existing central plant building and service yard), as well as all personal property and other tangible property located in the Regional Animal Shelter Campus building/central plant including without limitation all other furniture, fixtures and equipment attached to or located therein (located at 655 Mohave Road, Las Vegas, Nevada 89101) to CLV, free and clear of all liens and encumbrances and/or claims of third parties, upon the payment of Fifteen Million Dollars (\$15,000,000.00, hereinafter referred to as "Purchase Price"), which shall be paid by the CLV.

The Entities agree that in exchange for each Entities' continued right to use the Regional Animal Shelter Campus as set forth in this Agreement, the Entities agree to apportion the Purchase Price as follows: CLV to provide 41.94% (\$6,291,000.00), County to provide 43.48% (\$6,522,000.00), and NLV to provide 14.58% (\$2,187,000.00). It is understood and agreed to by and between the Entities that CLV will use the collective \$15,000,000.00 to purchase the Regional Animal Shelter Campus/building and related facilities, and CLV will own 100% of the Regional Animal Shelter Campus/building and related facilities. TAF has agreed to provide CLV an itemized list of all assets and tangible personal property that will be a part of said sale to CLV, including without limitation, furniture, fixtures, machinery, and other clinical equipment, office equipment, computers and telephones owned by TAF and located at the Regional Animal Shelter Campus on or before March 31, 2024. TAF has agreed to afford CLV, and CLV agrees to allow County and NLV, reasonable access during normal business hours to and the right to inspect the purchased assets and the Regional Animal Shelter Campus to verify that no property that is to be transferred to CLV as part of the sale is excluded from said list. The Entities agree to allocate TAF space within the Regional Animal Shelter Campus building so that TAF is able to continue to perform its obligations, provided that TAF has an animal care and sheltering services agreement with all three Entities. CLV and TAF will continue to have a separate lease for the adoption and administrative facilities located direct adjacent to the Regional Animal Shelter Campus, which County and NLV will not be responsible for any costs related thereto.

In exchange for the monetary contributions by County and NLV for CLV to purchase the Regional Animal Shelter Campus building, County and NLV will have the right to use the Regional Animal Shelter Campus as stated herein, rent-free, until December 31, 2053. In addition to the monetary contributions by County and NLV for CLV to purchase the Regional Animal Shelter Campus building, each Entity also agrees to pay its proportionate share of repairs, maintenance, utilities, annual premiums for insurance carried by CLV, and common area maintenance.

In the event during the Term, County or NLV no longer desires to use the Regional Animal Shelter Campus, then that Entity shall notify the other Entities in writing and said Entity's rights under this Agreement shall terminate with no liability on CLV's part to refund it any of its monetary contributions stated in this Section.

In the event during the Term, County or NLV is no longer paying its proportionate share of repairs, maintenance, utilities, annual premiums for insurance carried by CLV, and/or common area maintenance, then CLV shall notify the other Entities in writing and provide the non-paying Entity a 60-day opportunity to cure said non-payments. If the non-payments are not timely cured, then said non-paying Entity's rights under this Agreement shall terminate with no liability on CLV's part to refund it any of its monetary contributions stated in this Section.

In the event during the Term, further additions, expansions and/or capital improvements to the Regional Animal Shelter Campus/building and related facilities are needed, the Entities will promptly commence good faith negotiations to establish an equitable and practical shared division of these costs. The Entities agree that an equitable and practical shared division of these costs would be the proportionate Regional Animal Shelter Campus/building usage by each Entity. If an Entity will not agree to an equitable and practical shared division of these costs, said non-paying Entity's rights under this Agreement shall terminate on the latter of (i) 90-days from CLV's written notice to said non-paying Entity, or (ii) the expiration date of any joint Future Operator's agreement for animal care and shelter services with the Entities; and CLV shall refund to the non-paying Entity a prorated share of its monetary contributions used by CLV to purchase the Regional Animal Shelter Campus stated in this Section. [For example purposes only, if the non-paying Entity was NLV and the termination occurred in year 20 of the current 30-year Term, CLV would owe NLV \$729,000.00 of its originally contributed \$2,187,000.00.]

Each party agrees to perform any further acts and to execute, acknowledge and deliver any documents, which may be reasonably necessary to carry out the provisions of this Section.

7. Effective January 1, 2024, a new Section 14 is hereby added as follows:

14. SHELTER CAPITAL RESERVE

The Entities agree to collectively fund a shelter capital reserve fund ("Shelter Capital Reserve Fund") after TAF transfers the Regional Animal Shelter Campus/building to CLV. The Shelter Capital Reserve Fund will be placed in an account under CLV's name and shall only be used for repairs or replacement of the items listed on Exhibit B attached hereto.

The Shelter Capital Reserve Fund shall initially be funded with the unused Purchase Price contribution balance of approximately \$1,007,394.10. Subsequently, the Entities will contribute a total of \$200,000.00 annually beginning in 2025 to the Shelter Capital Reserve Fund until the balance reaches \$1,500,000.00. The amount that each Entity shall contribute to the Shelter Capital Reserve Fund shall be proportionate to that Entities' usage of the Regional Animal Shelter Campus/building as provided for Section 3 of this Amendment.

If at any time, the balance in the Shelter Capital Reserve Fund drops below \$750,000.00, the Entities agree to resume the annual contributions until the balance reaches \$1,500,000.00 or

any other amount agreed to by all Entities.

8. Effective January 1, 2024, a new Section 15 is hereby added as follows:

15. CLV/COUNTY INTERLOCAL AGREEMENT

CLV and County are parties to that certain Interlocal Agreement with Jurisdictions Regarding Regional Animal Shelter Campus effective March 17, 2015 ("CLV/County Interlocal Agreement"), a copy of which is attached hereto as Exhibit C. CLV and County agree that as between them, to the extent the terms of the CLV/County Interlocal Agreement conflict with the terms of this Interlocal Agreement, the terms of this Interlocal Agreement shall govern and control.

[Intentionally Left Blank; Signatures Contained on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus on the date set forth above.

ATTEST:

CITY OF LAS VEGAS:

LuAnn D. Holmes, MMC, City Clerk

Date:

Carolyn G. Goodman, Mayor

Date:

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney



Deputy City Attorney

Date: 12/5/2023

Council Action: _____, 20__;

Item # _____

ATTEST:

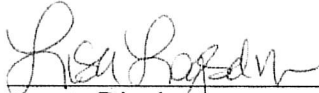
CLARK COUNTY:

Lynn Marie Goya, County Clerk

James B. Gibson, Chair

Board of County Commissioners

APPROVED AS TO FORM:



Deputy District Attorney

Date: 12/5/23

Board Action: _____, 20__;

Item # _____

ATTEST:

CITY OF NORTH LAS VEGAS:

Jackie Rodgers, City Clerk

Pamela Goynes-Brown, Mayor

APPROVED AS TO FORM:



Micaela R. Moore, City Attorney

Date: 12/5/23

Council Action: _____, 20__;

Item # _____

EXHIBIT A

Interlocal Agreement

Please see attached page(s).

**INTERLOCAL AGREEMENT
WITH JURISDICTIONS REGARDING
PROPOSED REGIONAL ANIMAL SHELTER CAMPUS**

This INTERLOCAL AGREEMENT is made and entered into effective as of the 20 day of August, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "CLV"), CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"), and the CITY OF NORTH LAS VEGAS, a political subdivision of the State of Nevada (hereinafter referred to as "NLV") and collectively referred to as the "Entities".

WITNESSETH

WHEREAS, the Entities hereto are empowered to enter into this Interlocal Agreement under Chapter 277.180 of the Nevada Revised Statutes; and

WHEREAS, each of the Entities to this Interlocal Agreement provide animal control service and have jurisdictional authority within their respective territorial limits; and

WHEREAS, it is important that the Entities coordinate their efforts in order to assure their citizens that all reasonable efforts are being expended to provide them with adequate animal control service; and

WHEREAS, on October 3, 1995, CLV and The Animal Foundation entered into the Animal Care and Shelter Services Agreement, with subsequent amendments thereto, which provided animal shelter services to CLV; and

WHEREAS, on July 1, 2003, County and The Animal Foundation approved an agreement for animal shelter services; and

WHEREAS, NLV and The Animal Foundation propose to enter into negotiations for an agreement for animal shelter services concurrently with or near the date of this Interlocal Agreement; and

WHEREAS, in response to this increasingly complex environment, the participating Entities wish to pool their collective resources in order to develop a Regional Animal Shelter Campus as hereafter described; and

WHEREAS, the CLV is the owner of certain real property in the vicinity of Mojave Road and Harris Avenue in the City of Las Vegas, Nevada, commonly referred to as Assessor's Parcel Numbers 139-25-801-002, 139-25-801-003, and 139-25-405-007 (the "Premises"); and

WHEREAS, the Premises are further depicted on the Site Map attached as Exhibit "A" and the aerial map attached as Exhibit "B". The Premises consist of approximately 8.00 acres. The area is hereinafter referred to as the "Regional Animal Shelter Campus" of the Lied Animal Shelter and additions thereto; and

WHEREAS, CLV, COUNTY and NLV desire to enter into a joint and shared use of the Premises on portions of the parcels to be dedicated as the Regional Animal Shelter Campus, for use by each of the Entities directly or by their contractor for animal sheltering and related purposes.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Entities agree as follows:

1. USE OF PREMISES

CLV, COUNTY and NLV shall use the Premises for the Regional Animal Shelter Campus, including an extended stay adoption center, veterinary technician school and medical facility, a wellness clinic and special events community center. CLV will lease the Premises to The Animal Foundation for the purpose of expanding the existing Lied Animal Shelter to provide the Southern Nevada valley citizens with one central location to retrieve lost pets and participate in all other proposed services. CLV, COUNTY and NLV will jointly operate and occupy the Regional Animal Shelter Campus (i.e., the land, building, and improvements) for the purpose of housing animals and serving the citizens' needs of the Entities at such facility.

2. IMPROVEMENTS

CLV agrees to allow construction on the Premises of certain improvements, specifically, expansion of the existing Lied Animal Shelter building to serve as the Regional Animal Shelter Campus to support the additional capacity necessitated with COUNTY and NLV utilizing the existing Lied Animal Shelter. COUNTY and NLV shall, through their respective animal shelter agreements with The Animal Foundation, provide sufficient funding for construction of an addition to the Lied Animal Shelter to serve as the Regional Animal Shelter Campus. In any event, the cost of such an addition shall not be the responsibility of CLV. In addition, each entity supports and agrees to allow the Lied Animal Shelter to expand the existing site to include an extended stay adoption center, veterinary technician school and medical facility, a wellness clinic and a special events community center, all of which shall be built at sole cost to The Animal Foundation. The expansion will provide the Southern Nevada valley residents with one central location to retrieve lost pets and participate in all other proposed services.

3. TERM OF AGREEMENT

The term of this Interlocal Agreement (hereinafter referred to as the "Agreement") shall be for thirty (30) years.

In the event that any of the Entities provides written notice of termination of its respective animal shelter services agreement with The Animal Foundation, each Entity shall have the right to occupy and use, in a manner of each Entity's choosing, a guaranteed a portion of the Lied Animal Shelter necessary to provide animal sheltering services for that Entity, including use of any and all other areas and systems of the facility necessary to properly provide such service for the citizens of that Entity, during the term of this Agreement. No Entity shall use any section or system of the Lied Animal Shelter in a manner that excludes use by any other Entity on a proportional basis as specified herein.

The guaranteed portion of the Lied Animal Shelter to be occupied and used by each Entity shall be determined by reducing to a percentage the number of animals impounded by each Entity divided by the total number of animals impounded by all Entities in the most recent calendar year. For the initial twelve month period of operation, commencing June 1, 2005, the guaranteed percentage portion of the Lied Animal Shelter shall be as follows: CLV 45%, COUNTY 44%, and NLV 11%.

The Entities agree that, if a change in conditions warrants revision of these terms, the Entities will promptly commence good faith negotiations to establish an equitable and practical shared use of the Lied Animal Shelter and amend or replace this Agreement accordingly.

4. COMMENCEMENT DATE

This Agreement shall commence on the date first set forth above.

5. COVENANT OF DESIGN AND CONSTRUCTION

The plans and specifications for the improvements by the COUNTY'S Animal Sheltering Contractor, preliminary and final, shall be reviewed and approved collectively by the Entities. Each Entity shall not unreasonably withhold, delay or condition such approval and, in the event of disapproval, the disapproving Entity shall give to the other Entities an itemized statement of reasons for disapproval within ten (10) days after the plans and specifications are submitted to the other Entities.

Pursuant to the animal shelter agreement between COUNTY and The Animal Foundation, in the event the CLV terminates its agreement with The Animal Foundation and exercises CLV's right to purchase the Lied Animal Shelter improvements consistent with the agreement between the CLV and The Animal Foundation, the purchase price of the addition, Regional Animal Shelter Campus, shall be reduced by \$500,000. CLV agrees to either pay this amount or credit this amount to COUNTY as shall be mutually agreed to in writing.

Pursuant to the animal shelter agreement between NLV and the Animal Foundation, in the event the CLV terminates its agreement with The Animal Foundation and exercises CLV's right to purchase the Lied Animal Shelter improvements consistent with the agreement between the CLV and The Animal Foundation, the purchase price of the addition, Regional Animal Shelter Campus, shall be reduced by the amount specified in the contract between NLV and the Animal Foundation but not to exceed \$500,000. CLV agrees to either pay this amount or credit this amount to NLV as shall be mutually agreed to in writing.

6. OPERATIONS AND INFORMATION

The Entities agree that they will work cooperatively and in good faith with each other in their respective use of the Lied Animal Shelter and any future additions to same, and any adjacent, related facilities that come about from anticipated expansions thereof. The Entities further agree to share any and all information about the facility(ies), programs, and operations generally that may reasonably be of interest and value to the other Entities for purposes of performing their animal control and/or animal sheltering related activities.

In order to carry out the intent of this section, each Entity shall designate an Officer-in-Charge to oversee the animal shelter services agreement for its respective Entity. The Officer-in-Charge shall provide a day-to-day point of contact for the respective Entity and foster mutual cooperation between the participating Entities. The Officer-in-Charge for any Entity shall be responsible for exercising exclusive control over the personnel of the Entity which they serve.

7. LIMITED LIABILITY AND INDEMNIFICATION

The Entities will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of all Entities shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this section.

The indemnification obligation under this section is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim of cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. THIRD PARTY BENEFICIARY

The Entities do not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

9. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To CITY OF LAS VEGAS:

City of Las Vegas
Public Works, Real Estate/Assets
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To CLARK COUNTY

Clark County
2901 East Sunset Road
Las Vegas, NV 89120
(702) 455-8178 phone
(702) 407-6829 fax

To CITY OF NORTH LAS VEGAS

City of North Las Vegas
2200 Civic Center Drive
North Las Vegas, NV 89030
(702) 633-1005 phone
(702) 649-1302 fax

Any Entity hereto may change its address by giving ten (10) days advance notice to the other Entities as provided herein.

10. ENTIRE AGREEMENT

This Agreement and the Exhibits, if any, attached hereto, set forth the entire agreement between the Entities. All Exhibits mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CLV, COUNTY or NLV unless reduced to writing and signed by all Entities. 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 paragraph or subparagraph.

11. NONDISCRIMINATION

The Entities agree that the Property will not be segregated with respect to race, color, religion, national origin, or disability and agree that there will be no segregation or discrimination on such grounds with respect to public utilization of or access to the building and surrounding areas.

12. MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all Entities hereto.

...
...
...

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

ATTEST:

CITY OF LAS VEGAS


BARBARA JO RONEMUS, City Clerk

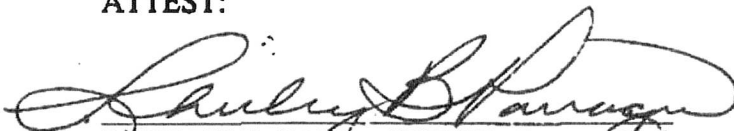
By: 
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

 8/8/03
DEPUTY CITY ATTORNEY DATE

ATTEST:

CLARK COUNTY


SHIRLEY B. PARRAGUIRRE, County Clerk

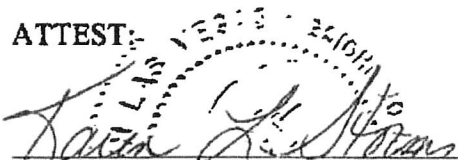
By: 
MARY KINCAID-CHAUNCEY, Chair
Board of County Commissioners

APPROVED AS TO FORM:


DEPUTY DISTRICT ATTORNEY

ATTEST:

CITY OF NORTH LAS VEGAS

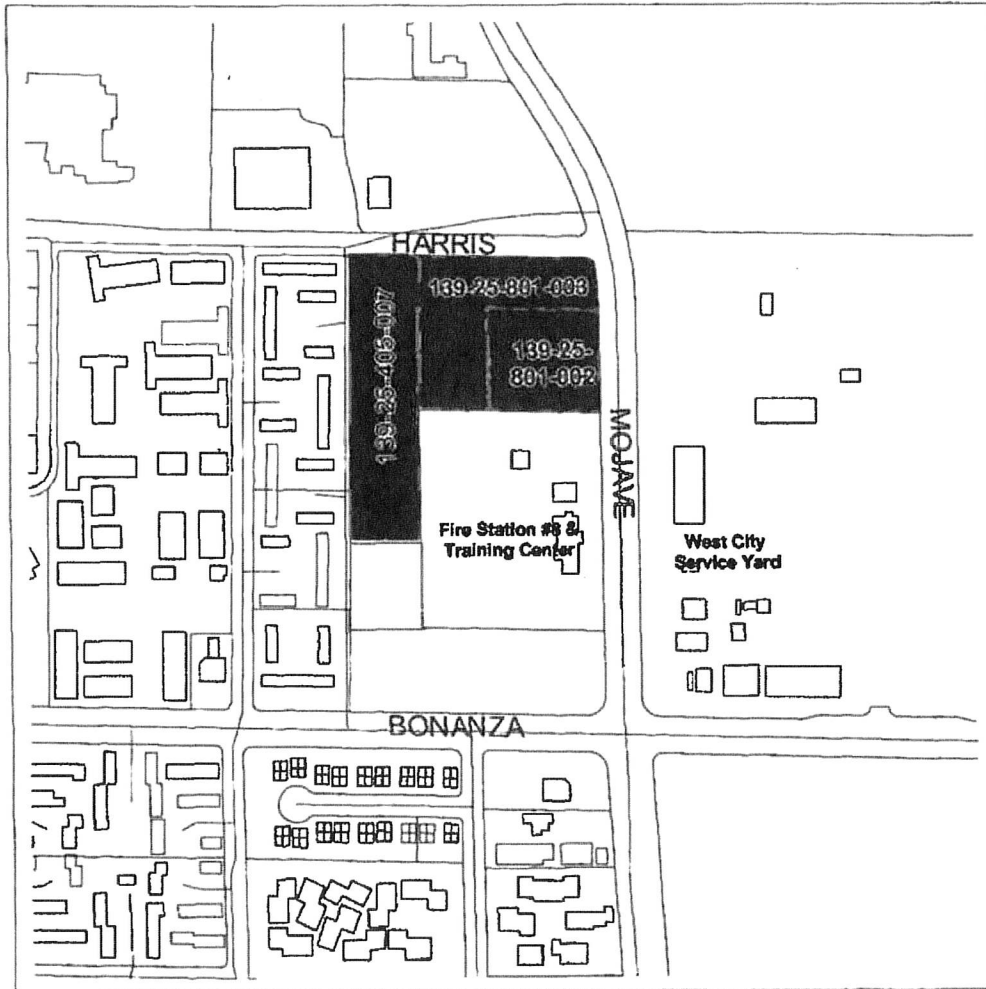

EILEEN M. SEVIGNY, City Clerk
KAREN L. STORMS

By: 
MICHAEL L. MONTANDON, Mayor

APPROVED AS TO FORM:

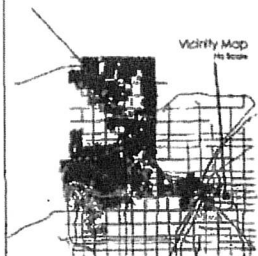

CITY ATTORNEY

EXHIBIT "A"



Site Map

- Regional Animal Shelter
- Street Centerline
- Building Footprints
- City of Las Vegas L.SHP
- Parcels



Real Estate & Asset Management

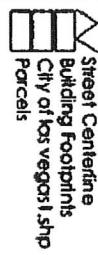


Only as of Date 2/25/2011

EXHIBIT "B"



Site Map



Real Estate & Asset Management



Draft of Date: 10/20/20

EXHIBIT B

Shelter Capital Reserve Fund

The shelter capital reserve fund shall only be used to repair or replace the following items that serve the "Shelter" portion of the Lied Animal Shelter Building.

Major Building Components:

- Parking lot
- Landscape/signage
- Roof
- HVAC system
- Doors
- Flooring
- Wet/dry vacuum systems
- Sprinkler/alarm system
- Access control system
- Video surveillance system
- VOIP (44)
- Exterior paint
- Interior paint
- Restroom partitions
- Garage doors in bay (6)
- Gates (at bay and at Mojave) (2)
- Gate motors (4)

Major Equipment:

- Spay/neuter surgery + prep area
 - Lights (2)
 - Wet tables (3)
 - Dry tables (4)
 - Auto clave
 - Oxygen/anesthesia system (7)
 - Monitors (7)
 - Safe for controlled substances
- Dishwasher
- Refrigerator – chest type
- Freezers (2)
- Kennel doors/panels/hardware (1,000+)
- Access to Chameleon – fire wall
- Switches for communication/data system (2)
- Commercial washers (2)
- Commercial dryers (2)
- Refrigerators – Large (2)
- Dog scales (2)
- Pressure washer (for Animal Protections Services trucks)
- Fork lift
- Receiving lobby:
 - Work stations (9)
 - Computers (9)
 - Stools (2)
 - Benches for public (4)
- Pick up lobby:
 - Work stations (2)
 - Computers (2)
 - Stools (2)
 - Benches for public (2)
- Shelter management + veterinary offices:
 - Work stations (8)
 - Computers (8)
- Euthanasia area
 - Work stations (2)
 - Computers (2)
 - Light (2)
 - Wet table
 - Safe for controlled substances

EXHIBIT C

CLV/County Interlocal Agreement

Please see attached page(s).

**INTERLOCAL AGREEMENT
WITH JURISDICTIONS REGARDING
REGIONAL ANIMAL SHELTER CAMPUS**

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of March 17, 2015 (the "Effective Date"), by and among the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("CLV"), CLARK COUNTY, a political subdivision of the State of Nevada (the "COUNTY"), and together with CLV, the "Entities"), and The Animal Foundation, a Nevada nonprofit corporation ("TAF"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Amended Services Agreement (as defined below).

WITNESSETH

WHEREAS, the Entities hereto are empowered to enter into this Agreement under Section 277.180 of the Nevada Revised Statutes; and

WHEREAS, the Entities are responsible for providing animal control service and have jurisdictional authority within their respective territorial limits; and

WHEREAS, it is important that the Entities coordinate their efforts in order to assure their citizens that all reasonable efforts are being expended to provide them with adequate animal control service; and

WHEREAS, the Entities, together with the City of North Las Vegas ("CNLV"), are parties to that certain Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus, dated as of August 20, 2003 (the "Existing Agreement"); and

WHEREAS, the Entities wish to continue to pool their collective resources in order to improve and expand animal shelter services on the Premises (as defined below); and

WHEREAS, the CLV is the owner of certain real property in the vicinity of Mojave Road and Harris Avenue in the City of Las Vegas, Nevada, consisting of approximately 8 acres and commonly referred to as Assessor's Parcel Number 139-25-405-008 (the "Premises"); and

WHEREAS, the Premises, further depicted in Exhibit "A" hereto, consist of several buildings, including the Lied Animal Shelter Building and additions thereto; and

WHEREAS, the Entities desire to continue their joint and shared use of the Shelter and related portions of the Premises, for use by each of the Entities directly or by their contractor for animal sheltering and related purposes; and

WHEREAS, on February 8, 2015 and March 17, 2015, TAF entered into an Amended and Restated Animal Care and Shelter Services Agreement with each of the Entities (each, an "Amended Service Agreement"), each of which requires TAF to continue to manage and operate the Shelter and related portions of the Premises; and

WHEREAS, TAF and the Entities desire to undertake certain Renovations and improvements to the Lied Animal Shelter Building and other facilities on or about the Premises and have agreed to fund the design of the Renovations, and to further seek funding for the Renovations in their entirety; and

WHEREAS, in anticipation of and in connection with the Renovations and to further promote the efficient, safe, humane and effective control and care of animals within the jurisdictional boundaries of the Entities, TAF and the Entities have agreed as set forth in this Agreement; and

WHEREAS, CNLV, which is a party to the Existing Agreement, is unable to contribute to the Renovations or increased operational funding as of the Effective Date of this Agreement, but will remain bound, along with the COUNTY and CLV, to the Existing Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Entities hereto agree as follows:

1. USE OF PREMISES

The CLV has leased the Premises to TAF as a site to provide animal sheltering and related services and to serve as one central location in Southern Nevada for the surrender and retrieval of lost pets and the provision of related services. The lease retains a right for the Entities to a continued use of the Shelter should TAF default in their respective Amended Service Agreements.

2. TERM OF AGREEMENT

The term of this Agreement shall be for twenty (20) years.

Notwithstanding the term of this Agreement, upon the termination of an Entity's Amended Service Agreement with TAF, such Entity shall have the right to occupy and use a portion of the Shelter to provide animal sheltering services for such Entity, but only to the extent provided in (and subject to the terms and conditions of) Section 3.7 of the Amended Service Agreement. No Entity shall use any section or system of the Shelter in a manner that excludes use by any other Entity or TAF on a proportional basis as contemplated by the Amended Service Agreements.

The Entities and TAF agree that, if a change in conditions warrants revision of these terms, the Entities and TAF will promptly commence good faith negotiations to establish an equitable and practical shared use of the Shelter and amend or replace this Agreement accordingly.

3. COMMENCEMENT DATE

This Agreement shall commence on the Effective Date.

4. OPERATIONS AND INFORMATION

The Entities and TAF agree that they will work cooperatively and in good faith with each other with regard to their respective use of the Shelter (and any future additions thereto, including those resulting from the Renovations) and any adjacent, related facilities that may result from the anticipated expansions thereof. The Entities and TAF further agree to share any and all relevant information about the Premises, programs and operations generally that is reasonably required by the Entities and TAF for purposes of performing their animal control and/or animal sheltering related activities.

In order to carry out the intent of this section, each Entity shall designate an Officer-in-Charge to oversee the Amended Service Agreement for its respective Entity. The Officer-in-Charge shall provide a day-to-day point of contact for the respective Entity and foster mutual cooperation between the participating Entities and TAF. The Officer-in-Charge for any Entity shall be responsible for exercising control over the personnel of the Entity such Officer-in-Charge serves.

5. SHELTER CAPITAL RESERVE

Each of the Entities acknowledges and agrees to fund a Shelter Capital Reserve in the manner described in the Amended Services Agreements. Due to CNLV's current financial situation, CNLV is unable, as of the Effective Date, to contribute to the Shelter Capital Reserve contemplated by this Agreement. Until such time as CNLV elects to pay its allocation of the Shelter Capital Reserve, or until that certain Animal Care and Shelter Services Agreement, dated as of May 21, 2008, by and between TAF and CNLV (the "2008 CNLV Agreement") expires or is otherwise terminated, whichever occurs first, the each of the Entities agrees to provide 50% of the Shelter Capital Reserve. Unless waived in writing by the Entities, TAF agrees not to enter into any extension of the 2008 CNLV Agreement beyond June 30, 2025 or any new agreement that would require TAF to provide similar services for CNLV unless CNLV has agreed in writing to pay its share of the Shelter Capital Reserve and until the Entities have determined the amount of compensation, if any, that is owed to each of the Entities for paying CNLV's portion of the Shelter Capital Reserve from the Effective Date through the date of CNLV's first contribution to the Shelter Capital Reserve.

6. RENOVATION FUNDING OBLIGATIONS

The Entities agree that the benefit from the Renovations (based on the average animal intake per Jurisdiction over the past 8 years) is as follows (i) CLV's share of benefit is 41.42%, (ii) the COUNTY's share is 42.84% and (iii) CNLV's share is 15.74%. Due to CNLV's current financial situation, CNLV is unable to contribute to funding of the Renovations as of the Effective Date. Each of the Entities agrees to pay \$543,885 to fund the design of the Renovations and to further pursue full funding of 50% of the Renovation Cost. In consideration of such agreement, TAF agrees not to enter into any extension of the 2008 CNLV Agreement beyond June 30, 2025 or any new agreement that would require TAF to provide similar services for CNLV, unless CNLV has agreed in writing to reimburse the COUNTY and CLV for CNLV's proportional share of the total cost of the Renovations.

Notwithstanding anything to the contrary in this Agreement, the Amended Service Agreements or otherwise, each of the Entities hereby:

(a) acknowledges and agrees to the timely payment of such Entity's appropriated portion of the Renovation Cost in the method outlined in such Entity's Amended Service Agreement, without offset, deduction or delay for any reason, by (i) provision of immediately available funds to TAF (or such person or entity as TAF may designate from time to time) for such purpose or (ii) such other means of funding reasonably acceptable to TAF; and

(b) acknowledges and agrees that the obligations of the Entities under this section shall survive the termination of this Agreement or any of the Amended Service Agreements for any reason (including termination for breach by TAF).

7. LIMITED LIABILITY AND INDEMNIFICATION

The Entities will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of all Entities shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

TAF acknowledges that no obligation imposed upon each Entity by this Agreement shall require the payment of money by such Entity, or the performance of any action by such Entity which requires money from such Entity, except to the extent that funds are available for such performance or payment from such Entity's appropriations therefor lawfully made by such Entity.

Each of the Entities shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this section.

The indemnification obligation under this section is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim of cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. THIRD PARTY BENEFICIARY

The parties hereto do not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

9. **FURTHER ASSURANCES**

Each of the parties to this Agreement shall execute and deliver such additional agreements, documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof (including Section Error! Reference source not found.) and give effect to the intent and purposes contemplated by this Agreement and the Renovation Financing.

10. **NOTICES**

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To CITY OF LAS VEGAS:

City of Las Vegas
City Manager's Office
495 S. Main Street
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To CLARK COUNTY

Clark County
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89155
(702) 455-3530 phone
(702) 455-3558 fax

To THE ANIMAL FOUNDATION

The Animal Foundation
Attn: Executive Director
655 North Mojave Road
Las Vegas, NV 89101
(702) 384-3333 phone
(702) 384-4563 fax

Any Entity hereto may change its address by giving ten (10) days' advance notice to the other Entities as provided herein.

11. **ENTIRE AGREEMENT**

This Agreement, the agreements referenced herein, and the Exhibits, if any, attached hereto, set forth the entire agreement between the Entities. All Exhibits mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. The captions and article 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 paragraph or subparagraph.

12. NON-DISCRIMINATION/PUBLIC FUNDS

TAF acknowledges that the Entities have an obligation to ensure that public funds are not used to subsidize private discrimination. TAF recognizes that if TAF and its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the Entities may declare TAF in breach of the Agreement, terminate the Agreement, and designate TAF as non-responsible.

13. MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all the parties hereto.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CLARK COUNTY

By: 

Name: Steve Sisolak

Title: Chairman, Board of County Commissioners

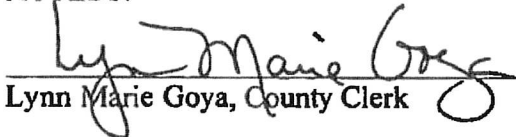
APPROVED AS TO FORM BY
STEVEN B. WOLFSON, DISTRICT
ATTORNEY

By: 

Name: Steven Sweikert

Title: Deputy District Attorney

ATTEST:


Lynn Marie Goya, County Clerk

CITY OF LAS VEGAS

By: 

Name: Carolyn G. Goodman

Title: Mayor

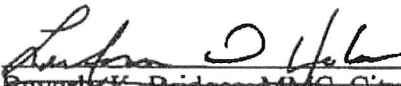
APPROVED AS TO FORM

By: 

Name: Teresita L. Ponticello

Title: ~~Chief Deputy City Attorney~~
Assistant City Attorney

ATTEST:


Beverly K. Bridges, MMC, City Clerk

By: LuAnn D. Holmes, MMC
Acting City Clerk

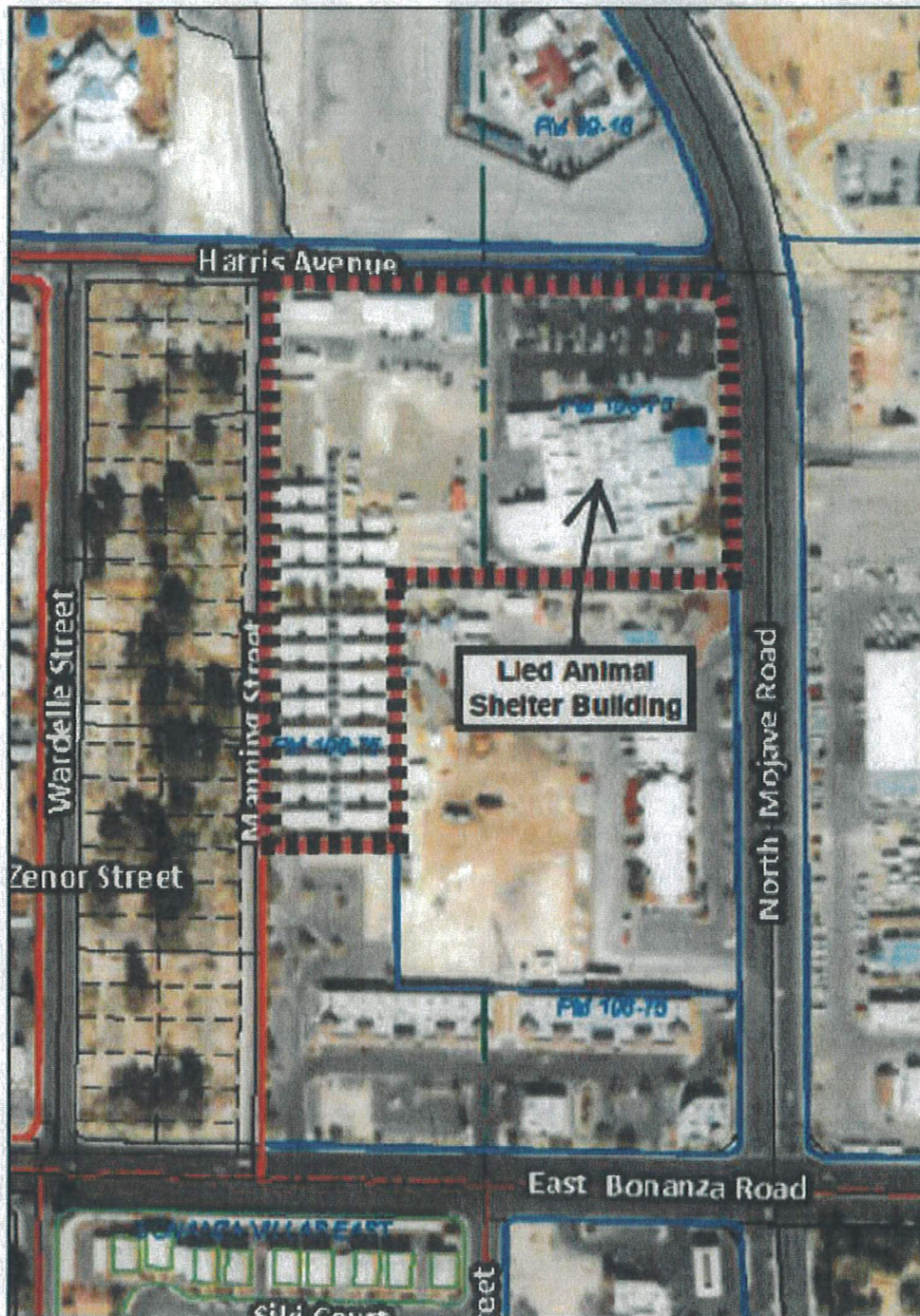
THE ANIMAL FOUNDATION


By: 

Name: Christine Robinson

Title: Executive Director

EXHIBIT "A"



 The "Premises"
APN 139-25-405-008