

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This FIRST AMENDMENT is made and entered into on this 20th day of February, 2024, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter called the "CITY" and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called the "COUNTY"), and individually referred herein as "Party," or collectively referred herein as the "Parties."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges, and authority;" and

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the Parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the CITY and COUNTY previously entered into a Cooperative Agreement on November 5, 1969, to jointly participate in the maintenance of landscaping within the Sahara Avenue medians from Boulder Highway (U.S. 93) to Las Vegas Boulevard (U.S. 91); hereinafter called "Cooperative Agreement;" and

WHEREAS, existing landscaping has been replaced and additional landscaping installed along Sahara Avenue between Durango Drive and Boulder Highway hereinafter called "LANDSCAPING" as part of the Regional Transportation Commission of Southern Nevada Sahara Avenue Bus Rapid Transit Project; and

WHEREAS, the CITY and COUNTY previously entered into an Interlocal Agreement ("Agreement") on August 5, 2014, a copy attached hereto as Exhibit "A", to establish the responsibility for funding of the irrigation water and maintenance for the LANDSCAPING;

WHEREAS, the LANDSCAPING is a benefit to both CITY and COUNTY;

WHEREAS, the CITY and COUNTY desire to amend the Agreement to extend the term for an additional ten (10) years.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Parties agreed to amend the Agreement dated August 5, 2014 as follows:

ARTICLE IV – IT IS MUTUALLY AGREED

Replace paragraph 2 with the following:

2. The term of this Agreement shall be from February 1, 2024 to February 1, 2034, unless otherwise extended by mutual agreement of the Parties. This Agreement may be terminated by

the mutual consent of both Parties. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason funding to satisfy this Agreement is withdrawn, limited or impaired.

The remainder of the Agreement dated August 5, 2014 remains unchanged.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement dated August 5, 2014 on the day and year first above written.

Date of **COUNCIL** action:

CITY OF LAS VEGAS, NEVADA

Carolyn G. Goodman, Mayor

ATTEST:

LuAnn Holmes, City Clerk


APPROVED AS TO FORM:

Carmen B. Gilbert
Deputy City Attorney
Carmen B. Gilbert
Deputy City Attorney

Date of **COMMISSION** action:

February 20, 2024

CLARK COUNTY, NEVADA


Tick Segerblom, Chair
Board of County Commissioners

ATTEST:

Lynn Marie Goya
Lynn Marie Goya

APPROVED AS TO FORM:

Ashley A. Balducci
Ashley A. Balducci
Deputy District Attorney

EXHIBIT "A"

INTERLOCAL AGREEMENT

This AGREEMENT, made and entered into on this 5th day of August, 2014, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter called the "CITY" and the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called the "COUNTY"), and individually referred herein as "Party," or collectively referred herein as the "Parties."

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WHEREAS, existing landscaping has been replaced and additional landscaping installed along Sahara Avenue between Durango Drive and Boulder Highway hereinafter called "LANDSCAPING" as part of the Regional Transportation Commission of Southern Nevada Sahara Avenue Bus Rapid Transit Project; and

WHEREAS, the purpose of this Agreement is to establish responsibility for funding of the irrigation water and maintenance for the LANDSCAPING, and

WHEREAS, the LANDSCAPING is a benefit to both CITY and COUNTY.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – DEFINITIONS

1. Maintenance – includes the pruning, fertilizing, debris removal, raking, mulching, and trash pick-up and to maintain, repair, and replace irrigation systems of the LANDSCAPING.

ARTICLE II – CITY AGREES

1. To pay for the cost of the irrigation water for the LANDSCAPING along Sahara Avenue between Durango Drive and Boulder Highway.
2. To perform or have performed by others all Maintenance of the portion of the LANDSCAPING within the median between Interstate 15 and Durango Drive.
3. To perform or have performed by others the Maintenance of those portions of the LANDSCAPING within the sidewalk area within the corporate boundaries of the CITY.

ARTICLE III – COUNTY AGREES

1. To reimburse CITY monthly for fifty percent (50%) of the cost of irrigation water used for those portions of the LANDSCAPING along the common boundaries of the CITY and unincorporated COUNTY. The cost of irrigation is determined by the billings for those water meters identified on Exhibit "A" attached hereto. Exhibit "A" represents water meters as of June 1, 2014, and may be amended from time-to-time by mutual agreement between City's Public Works Director and County's Public Works Director.
2. To perform or have performed by others all Maintenance of those portions of the LANDSCAPING within the medians between Interstate 15 and Boulder Highway.
3. To perform or have performed by others the Maintenance of those portions of the LANDSCAPING in the sidewalk area within the unincorporated area of the COUNTY.

ARTICLE IV – IT IS MUTUALLY AGREED

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. The term of this Agreement shall be from August 1, 2014, through February 1, 2024, unless otherwise extended by mutual agreement of the Parties. This Agreement may be terminated by the mutual consent of both Parties. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason funding to satisfy this Agreement is withdrawn, limited or impaired.
3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below.

FOR CITY: Jorge Cervantes, P.E., PTOE, Director
City of Las Vegas Public Works Department
333 North Rancho Drive
Las Vegas, Nevada 89106
Telephone: (702) 229-6276
Fax: (702) 382-0848
Email: JCervantes@LasVegasNevada.gov

FOR COUNTY: Denis Cederburg, P.E., Director
Clark County Public Works Department
P. O. Box 554000
Las Vegas, Nevada 89155-4000
Telephone: (702) 455-6020
Fax: (702) 455-6040
E-mail: DLC@ClarkCountyNV.gov

4. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

5. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party's reasonable attorney's fees and costs.
6. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
7. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the 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 agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
8. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
9. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.
10. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
11. All or any property presently owned by either Party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement. Pursuant to NRS 239.010, information or documents 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.
12. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.
13. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.
14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in

language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Attorney General.

15. The Cooperative Agreement dated November 9, 1969, entered into by the Parties is hereby terminated.

16. The Parties obligations under this Agreement are subject to the separate annual allocation of sufficient budget funds by the Clark County Board of County Commissioners and Las Vegas City Council.

17. Either party may terminate this agreement upon 60 sixty days written notice.

18. 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.

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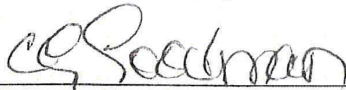
INTERLOCAL AGREEMENT
(Signature Page)

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

Date of **COUNCIL** action:

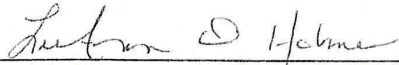
8/20/2014

CITY OF LAS VEGAS, NEVADA



Carolyn G. Goodman
Mayor

ATTEST:



Beverly K. Bridges, MMC
City Clerk

By: Lu Ann D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM & LEGALITY:


Deputy City Attorney

John S. Ridilla
Deputy City Attorney

Date of **COMMISSION** action:

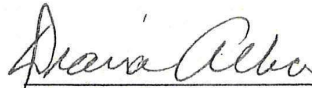
August 5, 2014

CLARK COUNTY, NEVADA



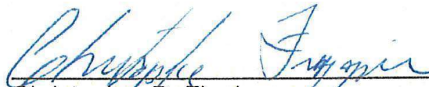
Steve Sisolak, Chairman
Board of County Commissioners

ATTEST:



Diana Alba
County Clerk

APPROVED AS TO FORM:



Christopher D. Figgins
Chief Deputy District Attorney

EXHIBIT "A"					
Meter No.	Meter Size	Status		Location	Owner
		Existing	New		
626475	1-inch	X		(W) Boulder	CLV
678588	1-inch	X		Fairway Place	CLV
656486	1-inch	X		(E) McLeod	CLV
630476	1-inch	X		(W) McLeod	CLV
307105	1-inch	X		(E) Atlantic	CLV
654011	1-inch	X		(W) Atlantic	CLV
598962	1-inch	X		(E) Eastern	CLV
600241	1-inch	X		Stockton	CLV
235661	1-inch	X		Mariposa & Monterey	CLV
638348	1-inch	X		(W) Burnham	CLV
236179	1 1/2-inch	X		(E) Spencer	CLV
235659	1-inch	X		(W) 17th	CLV
235749	1-inch	X		(E) Chapman	CLV
630482	1-inch	X		(E) Pardee	Not Specified
619233	1 1/2-inch	X		(E) Almond Tree	CLV
235762	1-inch	X		(W) Market	CLV
424512	1-inch	X		(W) Commercial Center	CLV
626492	1-inch	X		Kendale & 6th	CLV
528628	1-inch	X		Sherwood	CLV
653982	1-inch	X		(W) Van Patten	CLV
698200	1-inch		x	(W) Mohawk	CLV
698202	1-inch		x	(E) Jones	CLV
698201	1-inch		x	(E) El Camino	CLV
698199	1-inch		x	(E) Redwood	CLV
698204	1-inch		x	(W) Belcastro	CLV
698205	1-inch		x	(E) Buffalo	CLV
698203	1-inch		x	(E) Cimarron	CLV
698206	1-inch		x	(W) Lakes Pacific	CLV

Location = Center Median

(W) = West

(E) = East

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WHEREAS, the LANDSCAPING is a benefit to both CITY and COUNTY;

WHEREAS, the CITY and COUNTY desire to amend the Agreement to extend the term for an additional ten (10) years.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Parties agreed to amend the Agreement dated August 5, 2014 as follows:

ARTICLE IV – IT IS MUTUALLY AGREED

Replace paragraph 2 with the following:

2. The term of this Agreement shall be from February 1, 2024 to February 1, 2034, unless otherwise extended by mutual agreement of the Parties. This Agreement may be terminated by

the mutual consent of both Parties. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason funding to satisfy this Agreement is withdrawn, limited or impaired.

The remainder of the Agreement dated August 5, 2014 remains unchanged.

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Date of **COUNCIL** action:

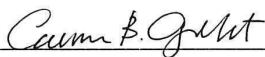
CITY OF LAS VEGAS, NEVADA

Carolyn G. Goodman, Mayor

ATTEST:

LuAnn Holmes, City Clerk

APPROVED AS TO FORM:




Deputy City Attorney
Carmen B. Gilbert
Deputy City Attorney

Date of **COMMISSION** action:

February 20, 2024

CLARK COUNTY, NEVADA



Tick Segerblom, Chair
Board of County Commissioners

ATTEST:



Lynn Marie Goya

APPROVED AS TO FORM:



Ashley A. Balducci
Deputy District Attorney

EXHIBIT "A"

INTERLOCAL AGREEMENT

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ARTICLE I – DEFINITIONS

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FOR CITY: Jorge Cervantes, P.E., PTOE, Director
City of Las Vegas Public Works Department
333 North Rancho Drive
Las Vegas, Nevada 89106
Telephone: (702) 229-6276
Fax: (702) 382-0848
Email: JCervantes@LasVegasNevada.gov

FOR COUNTY: Denis Cederburg, P.E., Director
Clark County Public Works Department
P. O. Box 554000
Las Vegas, Nevada 89155-4000
Telephone: (702) 455-6020
Fax: (702) 455-6040
E-mail: DLC@ClarkCountyNV.gov

4. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

5. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party's reasonable attorney's fees and costs.
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7. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency separate and distinct from the other Party and shall have the 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 agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
8. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
9. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.
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12. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.
13. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.
14. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in

language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Attorney General.

15. The Cooperative Agreement dated November 9, 1969, entered into by the Parties is hereby terminated.

16. The Parties obligations under this Agreement are subject to the separate annual allocation of sufficient budget funds by the Clark County Board of County Commissioners and Las Vegas City Council.

17. Either party may terminate this agreement upon 60 sixty days written notice.

18. 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.

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INTERLOCAL AGREEMENT
(Signature Page)

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

Date of **COUNCIL** action:

8/20/2014

Date of **COMMISSION** action:

August 5, 2014

CITY OF LAS VEGAS, NEVADA

Carolyn G. Goodman

Carolyn G. Goodman
Mayor

CLARK COUNTY, NEVADA

Steve Sisolak

Steve Sisolak, Chairman
Board of County Commissioners

ATTEST:

Beverly K. Bridges, MMC

Beverly K. Bridges, MMC
City Clerk
By: Lu Ann D. Holmes, MMC
Acting City Clerk

ATTEST:

Diana Alba

Diana Alba
County Clerk

APPROVED AS TO FORM & LEGALITY:

John S. Ridilla

Deputy City Attorney

John S. Ridilla
Deputy City Attorney

APPROVED AS TO FORM:

Christopher D. Figgins

Christopher D. Figgins
Chief Deputy District Attorney

EXHIBIT "A"					
Meter No.	Meter Size	Status		Location	Owner
		Existing	New		
626475	1-inch	X		(W) Boulder	CLV
678588	1-inch	X		Fairway Place	CLV
656486	1-inch	X		(E) McLeod	CLV
630476	1-inch	X		(W) McLeod	CLV
307105	1-inch	X		(E) Atlantic	CLV
654011	1-inch	X		(W) Atlantic	CLV
598962	1-inch	X		(E) Eastern	CLV
600241	1-inch	X		Stockton	CLV
235661	1-inch	X		Mariposa & Monterey	CLV
638348	1-inch	X		(W) Burnham	CLV
236179	1 1/2-inch	X		(E) Spencer	CLV
235659	1-inch	X		(W) 17th	CLV
235749	1-inch	X		(E) Chapman	CLV
630482	1-inch	X		(E) Pardee	Not Specified
619233	1 1/2-inch	X		(E) Almond Tree	CLV
235762	1-inch	X		(W) Market	CLV
424512	1-inch	X		(W) Commercial Center	CLV
626492	1-inch	X		Kendale & 6th	CLV
528628	1-inch	X		Sherwood	CLV
653982	1-inch	X		(W) Van Patten	CLV
698200	1-inch		x	(W) Mohawk	CLV
698202	1-inch		x	(E) Jones	CLV
698201	1-inch		x	(E) El Camino	CLV
698199	1-inch		x	(E) Redwood	CLV
698204	1-inch		x	(W) Belcastro	CLV
698205	1-inch		x	(E) Buffalo	CLV
698203	1-inch		x	(E) Cimarron	CLV
698206	1-inch		x	(W) Lakes Pacific	CLV

Location = Center Median

(W) = West

(E) = East