

**INTERLOCAL AGREEMENT BETWEEN  
CLARK COUNTY AND THE CITY OF LAS VEGAS  
TO JOINTLY FUND A FEASIBILITY STUDY REGARDING  
A SPECIAL EVENTS CENTER IN SOUTHERN NEVADA**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 5<sup>TH</sup> day of May, 2006, by and between Clark County, hereinafter referred to as the "County," a political subdivision of the State of Nevada and the City of Las Vegas, hereinafter referred to as the "City." Each of the above is a "Party" and collectively they are "Parties."

The initial addresses of each Party, which one Party may change by giving notice to the respective other Party, are as follows:

**City of Las Vegas**

Attn: City Manager  
City of Las Vegas  
400 E. Stewart Avenue  
Las Vegas, Nevada 89101  
Telephone: (702) 229-6011  
Fax: (702) 388-1807

**Clark County**

Attn: County Manager  
Clark County  
500 S. Grand Central Parkway  
Las Vegas, Nevada 89155-1111  
Telephone: (702) 455-3530  
Fax: (702) 455-3558

**WITNESSETH:**

**WHEREAS**, Las Vegas is considered the "Entertainment Capital of the World" and its economy thrives on cutting-edge shows that reach the demographics of all its consumers; and

**WHEREAS**, Las Vegas is in need of having a community venue for neutral-site events which will allow for equal participation for various properties and the community will benefit from the production and sponsorship of such events; and

**WHEREAS**, there is a desire to consider a new special events center that allows for the current roster of events to be maintained as well as for the development of new neutral-site events; and

**WHEREAS**, the County and City have a joint interest in exploring issues related a special events center in Southern Nevada; and

**WHEREAS**, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

**NOW, THEREFORE,** for and in consideration of the Premises, of the mutual promises and agreement that are hereinafter contained, and of other good and valuable considerations, the Parties hereto agree as follows:

**Section 1: COUNTY AGREES**

1.1 Within 30 days from receipt of invoice from the City, the County agrees to reimburse the City fifty percent (50%) of the total cost of hiring a consultant to do the work to be performed in Section 2.2 described herein, but under no circumstance will the reimbursement amount exceed One Hundred Thousand Dollars (\$100,000). Said amount shall not be invoiced until the completion of the professional consulting services described in Section 2.2 herein.

1.2 To provide input and feedback for the work to be performed pursuant to Section 2.2 through its appointed member to the Las Vegas Events Center Task Force.

1.3 To inform, in writing, the City of the County's appointed member to the Las Vegas Events Center Task Force.

**Section 2: CITY AGREES**

2.1 To commit the sum of One Hundred Thousand Dollars (\$100,000) (in addition to the County's \$100,000) for the sole purpose of performing the work described in Section 2.2.

2.2 Within 60 days from the date that this agreement is entered into as set forth above, to engage the services of a professional consulting firm, to identify primary stakeholders, potential revenue streams and the cost of an events center and evaluate the feasibility of the immediate and long-term use of the Thomas & Mack Center; conduct an economic impact study on the value of a new state-of-the-art special events center, including the effect locally on tourism and jobs; determine the most viable location for a special events center, a general design of an arena, a project schedule and target completion date, options for operation and/or ownership of an arena and research the viability of a professional sports franchise anchor tenant; and, evaluate financing models and review growth projections for the Las Vegas Valley through 2017, including demographics, income and density.

2.3 Oversee the work performed by the consulting firm, as described in Section 2.2 above, and to ensure that the work is completed within 90 days of execution of the agreement for the professional consulting services.

2.4 To keep the County informed of the work performed and to incorporate the County's input into the work which is to be performed.

2.5 To require the selected professional consultant to obtain professional, general, and automobile insurance, and to name the County as an additional insured, and to

indemnify, hold harmless, and defend the County, its officials, boards, commissions, councils, agents, and employees, against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the actions of its officers, employees or agents in performing the work described in Section 2.2 above.

### **Section 3: MUTUALLY AGREES**

3.1 It is specifically agreed between the Parties executing this Agreement that it is not intended by the Parties that any of the provisions of any part of this Agreement create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The City agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and the consulting agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

3.2 Nevada law shall govern the interpretation of this Agreement, including but not limited to any limitations on funding for this Agreement. In the event that either Party discontinues funding for this Agreement during the initial term hereof, the other Party hereto may terminate this Agreement effective upon thirty (30) days' written notice and the City agrees to return any unused funds to the County to the proportionate extent said funds were contributed by the County.

3.3 The term of this Agreement shall be six (6) months from the execution of this Agreement.

3.4 The terms and conditions of this Agreement may be modified or amended only by written agreement of the Parties hereto with the same formalities in execution and adoption attendant to this Agreement.

3.5 The Parties, their officers, and employees shall be immune from any breach of this Agreement caused by an incorrect data being produced, calculated, or generated by a computer or other information system that is owned or operated by either Party, its officers, or employees, regardless of the cause of the error (reference NRS 41.0321).

3.6 Any notice required to be given hereunder shall be deemed to have given when received by the Party to which it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, or facsimile, at the addresses previously noted.

3.7 This Agreement contains all of the Agreements of the parties.

IN WITNESS THEREOF, the Parties caused this Agreement to be executed on the day and year first written above.

**CLARK COUNTY, NEVADA**

By:   
RORY REID, Chairman  
Board of County Commissioners

**CITY OF LAS VEGAS**

By:   
OSCAR B. GOODMAN, Mayor

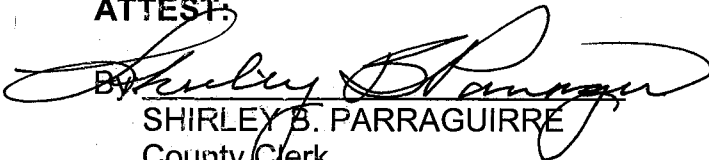
**APPROVED AS TO FORM:**

  
Deputy District Attorney

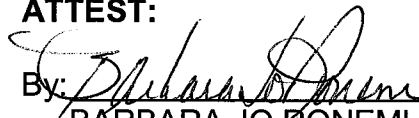
**APPROVED AS TO FORM:**

 4/26/06  
Deputy City Attorney

**ATTEST:**

By:   
SHIRLEY B. PARRAGUIRRE  
County Clerk

**ATTEST:**

By:   
BARBARA JO RONEMUS  
City Clerk

TM/LAS CNCL. MTG: [9A WED, 3 MAY, 2006 (CNCL. CHMB.) (CH: MAY 016)]

PUB. COMMENT: ~

AGENDA/50. \* TOM MCGOWAN; LAS VEGAS RESIDENT. .. < (30" ) > ..  
ITEM # 50

\* MY PUBLIC COMMENT IN OPPOSITION TO THE SO-CALLED: 'PATRIOT ACT' WAS SUBMITTED TO PREVIOUS MEETINGS OF THE CITY COUNCIL. ~ ON A RELATED MATTER: ~ HOW MANY (?) AND WHICH (?) 'PATRIOTS' ON THE CITY COUNCIL VOTED TO APPROVE THE MAY 1ST "DAY WITHOUT ILLEGAL ALIENS" GATHERING ON THE FREMONT STREET EXPERIENCE (?), AND, IF SO: -  
\* WHY WAS IT APPROVED (?); AND, ~ IF IT WAS NOT APPROVED, ~ WHY HAVEN'T THE BACKERS, THE ORGANIZERS, AND PARTICIPANTS IN THE 'ILLEGAL ALIENS' EVENT BEEN CHARGED WITH VIOLATION OF APPLICABLE LAW, AND NON-COMPLIANCE WITH CITY CODES? ~ I REQUEST ALL 'PATRIOTIC' MEMBERS OF THE CITY COUNCIL RESPOND TO THE QUESTIONS ON THE PUBLIC RECORD, ~ THEN VOTE TO OPPOSE THE HEREIN SUBJECT 'U.S.A. PATRIOT ACT'.

THANK YOU.

ITEM #52. \* TOM MCGOWAN; LAS VEGAS RESIDENT. .. < (20" ) > ..

\* SPECIFICALLY: ~ WHO ORIGINATED THE SUBJECT ITEM #52. (?) ~ WHAT FACTS SUBSTANTIATE THE ASSUMPTION THERE'S A 'COMPELLING NEED' FOR ANOTHER SPECIAL EVENTS CENTER IN SOUTHERN NEVADA, AND A COMMENSURATE 'NEED' FOR A 'FEASIBILITY STUDY' AT A COST OF \$100,000.00 TO THE CITY OF LAS VEGAS?  
AND FINALLY: ~ HOW MANY SPECIAL EVENTS CENTERS ALREADY EXIST THROUGHOUT / MORE THAN THE 1,900 SQUARE MILES AREA OF SOUTHERN NEVADA? ~ PLEASE RESPOND ON THE PUBLIC RECORD.

THANK YOU.