

INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION
OF FUNDS FOR THE UPSIZING OF WATERLINE

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this _____ day of March, 2020, between the CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada and CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA"), a Public Body, in the State of Nevada. RDA and City may be referred to herein singularly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the RDA and City mutually desire to enter into this Agreement concerning the financing of upsizing an existing waterline located in 3rd street between Charleston and Garces (the "Work").

WHEREAS, the RDA adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, NRS 279.486 permits the RDA, with the consent of the City council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment area; and

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the City council is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part 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"; and

WHEREAS, the RDA intends to upsize the waterline located on 3rd Street to support any potential large developments in this area; and

WHEREAS, the RDA desires and is able to provide funding to fund the construction of the waterline which shall not exceed One Hundred Seventy Five Thousand Dollars (\$175,000).

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows :

1. One Hundred Seventy Five Thousand Dollars (\$175,000) from the RDA General Fund will be used for the construction of upsizing the waterline from 8-inches to 12-inches located on 3rd street (Charleston to Garces).
2. City agrees to complete or cause the completion of the Work in compliance with all applicable plans and permits.
3. In the event the fund is not used or the funds are only partially expended the RDA shall be refunded the residual dollars in its entirety.
4. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement maybe enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that maybe available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.
5. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.
6. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.
7. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.
8. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.
9. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.
10. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.
11. By approving and executing this agreement the City is authorizing and consenting to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

12. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
495 S. Main Street, 7th Floor
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

ATTEST:

CITY OF LAS VEGAS

LuAnn D. Holmes, MMC, City Clerk

By: _____
Carolyn G. Goodman, Mayor


ATTEST:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

LuAnn D. Holmes, Secretary

By: _____
Carolyn G. Goodman, Chairperson

APPROVED AS TO FORM:

 2-11-20
Date