

Resolution and Interlocal Agreement between City of North Las Vegas and
Clark County for Craig Ranch Regional Park Multi-Use Fields

**RESOLUTION AND INTERLOCAL AGREEMENT
FOR CRAIG RANCH REGIONAL PARK MULTI-USE FIELDS**

THIS RESOLUTION AND INTERLOCAL AGREEMENT FOR CRAIG RANCH REGIONAL PARK MULTI-USE FIELDS ("Agreement") by and between the City of North Las Vegas, a municipal corporation of the State of Nevada ("City"), and Clark County, Nevada, a political subdivision of the state of Nevada ("County"; individually City and County may be referred to as "Party" and collectively they may be referred to as "Parties") is effective on the later of the date ("Effective Date") that this Agreement is approved by the Board of County Commissioners ("BCC") or the North Las Vegas City Council ("City Council"), as long as approval by one is within thirty (30) days of approval by the other.

RECITALS

WHEREAS, Nevada Revised Statute ("NRS") 277.180 provides that one or more public agencies may enter into contracts for the performance of desired services;

WHEREAS, the City is the owner of the Craig Ranch Regional Park ("CRRP") located at 628 W Craig Rd, North Las Vegas, NV 89032 (Assessor Parcel Numbers 139-03-102-007; 139-03-201-007; 139-03-201-008; 139-03-201-011; 139-03-201-012; 139-04-602-002; 139-04-503-002; and 139-04-502-004);

WHEREAS, the City intends to construct six (6) multi-use fields and associated amenities within CRRP generally depicted in Exhibit "A" (the "Project");

WHEREAS, pursuant to NRS 244.307, the Board of County Commissioners may, by resolution, authorize the expenditure of County money for the construction of any recreational facility the title to which is held by an incorporated city located within the County;

WHEREAS, the County desires to provide the funding for a portion of the design and construction cost for the Project which will include, but not be limited to, the Scope of Work as generally outlined in Exhibit "B", which is attached hereto and by this reference incorporated herein; and

WHEREAS, pursuant to NRS 244.307, the Board of County Commissioners does hereby find that the purpose for which the funds will be used by the City will provide a substantial benefit to the inhabitants of the County as a whole.

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

ARTICLE I. COUNTY AGREES:

1. To allocate funds in an amount not to exceed Nine Million Five Hundred Thousand (\$9,500,000.00) Dollars for the construction of the Project as generally depicted on Exhibit "A," hereinafter referred to as the "Not to Exceed Amount."
2. To reimburse the City for eligible design and construction costs associated with the design and construction of the Project within thirty (30) working days of receipt of invoices for reimbursement from the City with supporting documentation requested from the County within the Not to Exceed Amount.
3. To review and comment in writing on the Project plans and specifications, hereinafter referred to as "Plans" as follows:

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- A. County must review and provide comments in writing within twenty-one (21) working days from submission of the required Plans submittals to the County.
 - B. If the County does not respond within the required time set forth in Subsection A above, the aforementioned shall be deemed accepted without comment by County unless County provides written justification for additional days for review, which the City shall grant.
 - C. The County's review of the Plans is limited to the overall conceptual site plan and Scope of Work (Exhibit B), but does not include a review of constructability and shall not relieve the City of any obligation to comply with any Applicable Laws or the requirements of any regulatory agencies, including without limitation, the City's Planning and Building Departments, related to the planning, design, and construction of the Project.
4. Subject to the County's determination, the County will not attend the Project review meetings to be scheduled by the City.
5. Except as otherwise provided herein, the City will make the final determination as to the design and construction of the Project.

ARTICLE II. CITY AGREES:

- 1. At its sole cost and expense, to dedicate the necessary property located within CRRP and absorb all internal costs including, but not limited to, design, survey, inspection and permits fees associated with the development, design and construction of Project and provide the County a request for reimbursement for the construction of Project no more than monthly with supporting invoices submitted by third party vendors.
- 2. To design the Project and include in the design the improvements included in Exhibit "B". Final design of the Project must be acceptable to the County. City agrees to commence design of the Project by January 4, 2021. The design costs shall not exceed twenty (20%) percent of the Not to Exceed Amount.
- 3. To submit to the County for comments the following:
 - A. schematic designs for County reviews at 30% of completion;
 - B. design development documents for County review at 70% of completion;
 - C. proposed Project schedule and proposed construction cost estimate; and
 - D. construction documents for County review at 100% completion.
- 4. An alternative delivery method such as Design/Build may be used to deliver the Project. If this method of delivery is used, City will adjust the Plans submittals to County as appropriate for Design/Build and include County in the selection committee team.
- 5. To construct the Project in accordance with the Plans acceptable to the County. The City agrees to commence construction of the Project no later than July 15, 2021. All construction including but not limited to the bidding and/or Design/Build of the Project must be in accordance with all applicable laws, rules and regulations.

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6. To bid and award the construction of the Project and/or purchase the Project in accordance with Nevada law and provide the County with notification of the bid and/or purchase amount for the Project. If the lowest responsive and responsible bidder or purchase amount exceeds the Not to Exceed Amount then the City will not award or acquire the Project unless: (1) the City approves additional funding for the Project; (2) the County and City supplement this Agreement by adding the additional funds necessary to construct the Project; or (3) the County approves in writing a reduction in the Scope of Work necessary for the Project cost to meet the Not to Exceed Amount.
7. If, during the course of construction, change orders are requested, which in addition to the amount of the bid award amount will exceed the Not to Exceed Amount, the City shall not approve the change order unless (1) the City approves additional funding for the Project; (2) the County and City supplement this Agreement by adding the additional funds necessary to construct the Project; or (3) the County approves in writing a reduction in the Scope of Work necessary for the Project cost to meet the Not to Exceed Amount.
8. Notwithstanding the above, if any additional costs of the Project are the result of the City's negligence, errors, omissions, or delays such costs shall be the responsibility of the City and not part of the Not to Exceed Amount.
9. City shall comply with all environmental laws with respect to the Project and park property, including but not limited to receiving the applicable environmental clearances and approvals. The City shall be responsible at its sole cost and expense for any environmental reports, studies, mitigation, and cleanup costs, if any such reports, studies, mitigation, or costs are necessary. Said costs are not part of the Project cost and are outside of the Not to Exceed Amount and not the responsibility of the County.
10. To allow the County to provide appropriate personnel to observe, review, and comment on the construction of the Project.
11. To provide notices of the Project's substantial completion and final completion to the County within thirty (30) calendar days of substantial completion and final completion.
12. To provide the County with Project closeout records including electronic scans of the Project's as-built drawings, specifications, and maintenance manuals in conformance with standards within thirty (30) calendar days of completion of the Project.
13. Subject to annual budgeted appropriation of sufficient funds by the City Council, to operate and maintain the Project at the City's sole cost and expense, upon completion of Project, for a period of no less than twenty (20) years.
14. To provide access to the County to inspect the Project and upon completion of the County's inspection, to address all of the findings within thirty (30) days of the County's written notice of any areas of concern, or such additional time as reasonably necessary to complete such work. To allow the County to use or host up to ten events per calendar year at the multi-use fields and associated amenities at CRRP that are the subject of this Agreement at no cost or expense upon the County providing fifteen (15) working days' notice to the City. The County's use of the fields at CRRP will subject to availability and coordination with other scheduled events at CRR. The County agrees to pay the City's actual third-party costs associated with the County's use of the fields at CRRP.

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15. To return within thirty (30) calendar days any unused County funds after the completion of the construction of the Project or upon request of the County.

16. If City fails to complete the Project by December 2022, the City agrees to return all monies advanced by the County for the construction of the Project within thirty (30) days of receipt of written request.

ARTICLE III. IT IS MUTUALLY AGREED:

1. The City will complete the construction of the Project by December 2022. The City will own, operate, and provide all future utility, maintenance, and security costs for the Project and make it available for public use for a period of no less than twenty (20) years from the construction completion date.

2. That any disputes related to the planning, design, and construction of the Project will be resolved amongst the Parties' respective staff. Any disputes that cannot be resolved by staff shall be referred to the City's Director of Neighborhood and Leisure Services and the County's Director of Real Property Management or her designee for final resolution.

3. Prior to commencement of construction of the Project, the County may terminate this Agreement upon receipt of thirty (30) days written notice to City if the County, in its sole discretion, determines that there are not sufficient funds to continue with and/or construct the Project, or the BCC, in its sole discretion, determines that construction of the Project is not in the best interest of the County. Upon receipt of the thirty written notice of termination from the County, the City shall return any unspent funds.

4. The City may, after consultation with the County, decide to outsource the operation and maintenance of the Project to a third-party operator at the City's sole cost and expense. Notwithstanding such outsourcing, the City shall continue to be responsible for the operation, maintenance, security, and cost of the Project.

5. The County, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626 which require County to budget annually for its expenses and which prohibit County from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All County's financial obligations under this Agreement are subject to those statutory requirements, and subparagraphs 5.a and 5.b below, hereinafter referred to as the "Fund Out Clause."

a. Notwithstanding the monetary obligations of this Agreement, the total amount of County's payment obligations hereunder for any fiscal year shall not exceed the amounts that County has appropriated for design and construction of Project as set forth in this Agreement.

b. Notwithstanding the monetary obligations of this Agreement, this Agreement shall terminate and County's liability and payment obligations thereunder shall be extinguished at the end of the fiscal year (June 30) in which the County's governing body fails to appropriate monies for the ensuing year for the payment of all amounts which will then become due.

6. It is mutually understood that no obligation or commitment is created under this Agreement to require County to be responsible for the design, construction, operation, maintenance, security costs, or utility costs of the Project.

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7. That utility relocation costs are not to be included as part of the costs for construction. The Parties agree to require, if allowed by Franchise Agreement, those utility companies having franchise agreements with County and/or City to relocate their facilities to accommodate the construction of the Project. The City agrees to pay all costs and expenses of any necessary utility relocations to the extent solely related to the Project, which are not required to be paid and/or relocated at utility's cost pursuant to a franchise agreement.

8. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41. 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.

9. 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 or electronic mail 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 County: Attn.: Lisa Kremer
Director of Real Property Management
Clark County, Nevada
500 South Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155-1825
Box 551825
Telephone: (702) 455-4616
E-mail: LisaK@ClarkCountyNV.gov

For City: Attn.: Cass Palmer
Director of Neighborhood and Leisure Services
City of North Las Vegas
2250 Las Vegas Blvd North, Suite 208
North Las Vegas, Nevada 89030
Telephone: (702) 633-1172
E-mail: Palmerc@cityofnorthlasvegas.com

Design and construction reviews and comments shall occur directly between the Parties' respective designees.

10. No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this Agreement.

11. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.

12. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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13. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

14. 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.

15. 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 shall not be held to render any other provision or provisions of this Agreement unenforceable.

16. 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 exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law.

18. 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.

19. The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.

20. Notwithstanding any other provision of this Agreement, this Agreement shall terminate and County's obligations hereunder shall be extinguished at the end of the fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

21. 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

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upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

22. This Agreement only becomes effective upon approval by both the BCC and City Council, provided approval by one Party is within thirty (30) calendar days of approval by the other Party.

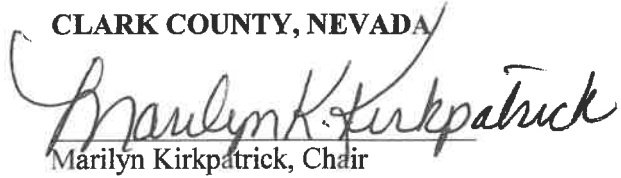
[Signatures on Next Page]

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Signature Page

PASSED, ADOPTED, AND APPROVED this 3rd day of November, 2020.

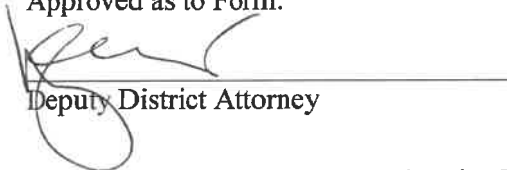
CLARK COUNTY, NEVADA


Marilyn Kirkpatrick, Chair

Attest:


Lynn Goya, County Clerk
City Clerk

Approved as to Form:


Deputy District Attorney

IN WITNESS WHEREOF, the City of North Las Vegas has executed this Agreement as of this
____ day of _____, 2020.

CITY OF NORTH LAS VEGAS

John Lee, Mayor

Attest:

Approved as to Form

Catherine Raynor, MMC
City Clerk

Micaela Moore
City Attorney

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EXHIBIT A
Conceptual Site Plan



CRAIG RANCH PARK
CONCEPTUAL MASTER PLAN

southwick LANDSCAPE ARCHITECTS

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EXHIBIT B
Project Description/Scope of Work

Location: Craig Ranch Regional Park, a 170-acre regional park.

Project Description: The installation of six (6) multi-use fields

Project will include the following items:

- Six (6) multi-use fields
- Restrooms
- Bleacher seating
- Playground areas, including equipment
- Green Areas
- Access sidewalks
- Storage areas
- Paved parking and an interior circulation roadway to provide access to the fields
- Acquisition of Maintenance Equipment
- Lighting