

**INTERLOCAL AGREEMENT
BETWEEN
THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY
AND
THE CLARK COUNTY STADIUM AUTHORITY**

This Interlocal Agreement (Agreement) is made and entered into pursuant to the provisions of Chapter 277 of the Nevada Revised Statutes (NRS) by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY (LVCVA) and the CLARK COUNTY STADIUM AUTHORITY (Stadium Authority or LVSA) (each, a Party, and collectively, the Parties).

WHEREAS, the general purpose of the Interlocal Cooperation Act, pursuant to NRS 277.080 to 277.180, inclusive, is to provide local governments the ability to make the most efficient use of their respective powers by enabling their cooperation with other local governments to provide services and facilities to best serve the needs and development of local communities.

WHEREAS, pursuant to NRS 277.073, a local government includes every political subdivision or other entity which has the right to levy or receive money from ad valorem or other taxes or any mandatory assessments.

WHEREAS, the LVCVA is the County Fair and Recreation Board for Clark County pursuant to NRS 244A.603.

WHEREAS, Senate Bill (SB) 1 of the 30th Special Session of the Nevada Legislature (30th Special Session) enacted the Southern Nevada Tourism Improvements Act to establish a method to finance projects intended to assist the Las Vegas area in remaining a premier center for entertainment, conventions, and trade shows, and created the Clark County Stadium Authority (Stadium Authority) as a public body to carry out the requirements governing the National Football League stadium project.

WHEREAS, SB 1 of the 35th Special Session of the Nevada Legislature (35th Special

Session) enacted the Southern Nevada Tourism Innovation Act that authorizes the Stadium Authority to exercise powers related to a Major League Baseball stadium project with such powers being in addition to the powers granted under the Southern Nevada Tourism Improvements Act.

WHEREAS, the LVCVA and the Stadium Authority are local governments under NRS 277.073 and thus authorized pursuant to NRS 277.090 to contract with one another to perform governmental services, activities, or undertakings which either of the participating entities are authorized by law to perform.

WHEREAS, the Southern Nevada Tourism Improvements Act and the Southern Nevada Tourism Innovation Act empowers the Stadium Authority to contract with any governmental entities to provide the persons to serve as the staff of the Stadium Authority.

WHEREAS, the Stadium Authority requires staff to conduct its activities and the LVCVA has employees with the training and expertise to provide services necessary to fulfill the Stadium Authority's objectives and efficiently serve the Clark County community.

WHEREAS, the LVCVA recognizes the significance of the Stadium Authority's role in facilitating the development and operation a new entertainment and sports stadium as well as the impact the venue will have on the growth and success of the tourism industry within the Las Vegas destination and it wishes to assist the Stadium Authority by providing certain services.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. TERM

This Agreement shall be in effect from October 1, 2023, to September 30, 2026. By mutual

agreement, the Parties may agree to extend the Agreement for three (3) additional three-year terms.

2. PURPOSE

The purpose of this Agreement is for the LVCVA and Stadium Authority to cooperate with one another to ensure proper staffing for the Stadium Authority so the Stadium Authority may accomplish its objectives as outlined in the Southern Nevada Tourism Innovation Act and the Southern Nevada Tourism Improvements Act to diversify, enhance, and grow the economy of the Las Vegas destination by developing and operating state-of-the-art sports and entertainment stadiums.

3. LVCVA RESPONSIBILITIES

LVCVA will provide, through its staff and/or retained consultants, administrative, research, analysis, reporting, and financial services (collectively, the Services), as outlined in *Exhibit A* to this Agreement, as requested by the Stadium Authority and agreed upon by LVCVA, to assist the Stadium Authority in fulfilling its requirements under the Local Government Budget and Finance Act as well as its requirements Southern Nevada Tourism Improvements Act and the Southern Nevada Tourism Innovation Act.

4. STADIUM AUTHORITY RESPONSIBILITIES

The Stadium Authority agrees to pay LVCVA for the time spent by LVCVA staff, excluding the time spent by the CEO/President of the LVCVA, and any consultants on the Services. The Stadium Authority will be billed on a time and materials basis with staff billing occurring in accordance with the existing hourly rates of LVCVA staff required to perform the Services. Each LVCVA staff member performing Services shall account for time spent performing Services through monthly billing sheets. Billing will be accounted to the nearest .25/hour. Billing rates shall adjust in July of each year based on changes to the hourly costs incurred by the LVCVA for the Stadium Authority's use of its staff members.

Out-of-pocket expenses such as travel, printing, and research tools will be billed separately at cost. Total out-of-pocket expenses shall not exceed \$1,000 without the written consent of a person so authorized by the Stadium Authority Board.

LVCVA's monthly billings are due within 30 days of receipt of invoice. Any invoice that goes unpaid for longer than thirty (30) days after the due date will be subject to an interest charge of twelve percent (12%) per year.

The Chief ~~Financial Strategy~~ Officer of the LVCVA shall serve as the administrator responsible for administering the cooperative undertaking between the Parties.

5. FINANCING AND BUDGETING

The Stadium Authority shall finance the costs for the Services through the Baseball Stadium Tax Account as established and permitted by the Southern Nevada Tourism Innovation Act. The costs for the Services, combined with any other administrative costs incurred by the Stadium Authority, shall not exceed \$600,000 per fiscal year. The Stadium Authority shall include the costs for the Services in its annual budget.

6. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement, with or without cause, upon the delivery of a sixty (60) day written Notice of Termination to the other Party. Neither Party shall incur a penalty for termination of this Agreement. All notices shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or certified mail, return receipt requested.

Upon termination of the Agreement, the Parties shall retain such property and records as required by law.

7. LIABILITY AND INDEMNIFICATION

To the extent authorized by law, specifically NRS Chapter 41, each Party agrees to indemnify, defend, and hold harmless the other Party, and its officers, officials, agents, employees, and contractors, from any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based on bodily injury (including death) or property damage, including damage to property of the Parties, caused by any act (either direct or passive), omission, failure to act or negligence on the part of any officer, official, employee, or agent, or contractor, of the indemnifying Party, arising out of the performance of this Agreement. The Parties do not waive, and intend to assert, all defenses and immunities which are available to them by law.

8. ADDRESSES FOR NOTICES

All notices required hereunder shall be sent to the following addresses:

a) To LVCVA:

General Counsel
3150 Paradise Rd.
Las Vegas, Nevada 89109
Telephone: (702) 892-0711

Chief ~~Financial~~ Strategy Officer
3150 Paradise Rd.
Las Vegas, Nevada 89109
Telephone: (702) 892-0711

b) To Stadium Authority:

Vice-Chairman of the Las Vegas Stadium Authority Board
3150 Paradise Rd.
Las Vegas, Nevada 89109
Telephone: (702) 892-0711

9. ENTIRE AGREEMENT; MODIFICATION OR AMENDMENT

The terms and conditions contained in this Agreement constitute the entire agreement between the Parties. Any prior oral or written understandings between the Parties with respect to the subject matters herein are invalid. This Agreement may not be modified or amended except by express written agreement, duly authorized and executed by the appropriate representatives of the governing bodies of each of the Parties. Any other attempt at modification or amendment shall have no force or effect and may not be relied upon by any of the Parties.

10. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Nevada.

11. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any applicable laws, such provision shall be deemed invalid and unenforceable. Moreover, the Parties will enter into immediate negotiations thereon to rectify the clause or clauses in contravention. The remainder of this Agreement shall remain in full force and effect.

12. AUTHORITY

The execution, delivery and performance of this Agreement have been duly authorized and approved by the required governing bodies or personnel of LVCVA and the Stadium Authority to bind the entities to this Agreement and this Agreement constitutes a valid and binding agreement in accordance with its terms.

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CLARK COUNTY STADIUM AUTHORITY

By: _____
Lawrence Epstein Date
Vice-Chair

By: _____ Date _____
 Caroline Bateman
 LVCVA General Counsel

EXHIBIT A

SERVICES

- a. Administration of LVSA Board meetings including, but not limited to, preparing and posting agendas, developing schedules, preparing and distributing meeting materials, meeting room administration, and preparation of meeting minutes.
- b. Review, analysis, and coordination of LVSA duties as set forth in SB 1 of the 30th special session as it relates to the operations and maintenance of the National Football League (NFL) stadium.
- c. Review, analysis, and coordination of LVSA duties as set forth in SB 1 of the 35th special session as it relates to the construction, operations, and maintenance of the Major League Baseball (MLB) stadium.
- d. Hosting and maintaining a public website for the LVSA.
- e. Maintenance of LVSA record keeping requirements as required by state law.
- f. Preparing research and analysis requests of the LVSA Board.
- g. Preparing solicitations and/or requests for proposal, information, or qualifications. Negotiation and management of contracts for LVSA Board approval.
- h. Review and analysis of submissions prepared by developers, NFL team, MLB Team, or others for LVSA Board consideration.
- i. Development and administration of the LVSA budget and capital plans.
- j. Facilitation and/or structuring of special programs as required by SB 1, including the community benefits and small business incorporation requirements of the law.
- k. Coordination with local governments (primarily Clark County) and the State of Nevada relative to administrative and fiscal requirements of SB1 of the 30th and 35th special sessions, respectively.
- l. Processing public information requests, requests from legislators, or requests from local governments relative to the LVSA.