

INTERLOCAL AGREEMENT
for
COORDINATION OF FRANCHISE-RELATED ACTIVITIES

This Interlocal Agreement (this "Agreement") is executed to be effective the 1st day of July, 2009, by and among the City of Boulder City, the City of Henderson, the City of Las Vegas, the City of North Las Vegas (collectively, "the Cities") and Clark County ("the County"), all of which are political subdivisions of the State of Nevada.

WHEREAS, NRS 277.180 authorizes the County and the Cities to contract with each other or with any one or more other public agencies for performance of any governmental services, activity or undertaking which the County or the Cities are authorized by law to perform; and

WHEREAS, State of Nevada and Federal laws and regulations authorize the County and the Cities to permit and regulate certain activities, and allow business use of public rights-of-way, through franchise agreements and related ordinances; and

WHEREAS, the County and the Cities have separately franchised and contracted with several businesses which provide services across jurisdictional boundaries; and

WHEREAS, the County and the Cities will provide more efficient and effective services for their citizens by combining resources, sharing information and otherwise coordinating their individual franchise and related activities.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Cities agree as follows:

SECTION I - DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words, and abbreviations have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words used in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive.

- 1.1 "City Manager" means each of the four city managers appointed by the respective City Councils of the Cities of Boulder City, Henderson, Las Vegas and North Las Vegas to perform such administrative functions of that city's government as may be required of him or her by the respective City Council, or his or her designee.
- 1.2 "County Manager" means the county manager appointed by the Clark County Board of Commissioners to perform such administrative functions of the county government as may be required of him or her by the Board of County Commissioners, or his or her designee.
- 1.3 "Franchise" means a grant issued by the County or any City, evidenced by a written agreement or ordinance, which permits the privileged use of public rights-of-way for the provision of cable television, public utilities, monorails, ambulance service, solid waste management, bus stop shelters/benches, telephone or telecommunications services, or any other such service for which the County and the Cities may be authorized by law to grant franchises. The term "franchise" shall include a certificate of authority issued by the Nevada Secretary of State to a video service provider authorizing it to use the rights-of-way of the County or any City, subject to the rights-of-way management laws, rules and regulations of the County or City.
- 1.4 "Franchisee" means the holder of a Franchise.
- 1.5 "Governing Bodies" means the Board of County Commissioners of Clark County, the City Council of Boulder City, the City Council of Henderson, the City Council of Las Vegas and the City Council of North Las Vegas.

SECTION 2 - SCOPE OF AGREEMENT

To the extent practicable, the County and the Cities hereby agree to cooperate in their franchise related activities, and other related areas as may be assigned by the Governing Bodies, and to coordinate their individual efforts in areas including but not limited to: the development of common ordinances, franchise agreement documents, policies and procedures; franchise compliance activities, including financial and performance audits and reviews, and

the development of cross-jurisdictional compliance criteria and measures; franchise customer complaint resolution services; the compilation and exchange of franchise related information in areas such as state and federal legislation and regulation, activities of interest in other local jurisdictions, and franchise-related industry and economic trends; the sharing of professional service resources; coordinated negotiations with new and renewing common franchisees; and such other common related activities as the County Manager or City Managers determine to be mutually beneficial. In support of these efforts, the County and the Cities further agree to provide the necessary staffing and funding, as outlined in Section 3 below.

SECTION 3 - OBLIGATIONS OF THE PARTIES

3.1 SUPPORT STAFF AND FACILITIES

The County and Cities hereby agree to provide support staff and facilities necessary to meet all the responsibilities and duties described herein.

3.2 ANNUAL WORK PLAN AND BUDGET

By October 1 of each year, each City Manager shall furnish the County Manager with a written list of any items that he or she is aware of that his or her City wishes to be included in a work plan for the next fiscal year (the "Work Plan"). On or before November 1 of each year, the County shall prepare a proposed Work Plan of any issues and activities, as listed and furnished to the County Manager, on which the County and Cities anticipate working jointly during the coming fiscal year, which may include but need not be limited to any issues outlined in Section 2 above. The Work Plan shall include anticipated time frames and deliverables. In conjunction with the Work Plan, an annual budget shall be developed to support the projects, activities and services to be carried out pursuant to the Work Plan. The Work Plan and budget, and each party's proportionate assessment shall be presented to the Governing Bodies for approval as part of their individual annual budget approval processes. If contingencies arise which necessitate any changes to the approved Work Plan or annual budget, the County Manager shall prepare and propose such change to the Governing Bodies for their consideration and approval.

3.3 APPORTIONMENT OF EXPENSES

The total budget expenditures for activities and services conducted in fulfillment of this Agreement shall be apportioned to the County and the Cities in proportion to the population of each as a percentage of the total population of all. The individual amounts thus established for each party hereto shall be assessed to it, and made part of the budgetary request placed before its Governing Body.

3.3.1 The population estimates used for determining the budget apportionments and assessments for the coming fiscal year shall be as reported by the County's Department of Comprehensive Planning during the second quarter of the current fiscal year.

3.3.2 At the request of any party hereto, the County Manager shall propose a methodology for relieving any party hereto of the costs associated with an activity for which that party would have no direct benefit (for example, an expense arising from activities with a common franchisee when one party hereto does not have franchise agreement with that common franchisee, or has not granted a franchise in a specific area of business activity).

3.3.3 Each party hereto shall, upon approval of its Governing Body as needed, make payment of its proportional assessment to the Clark County Treasurer for deposit in a special fund established by the County Manager for the support of this Agreement.

3.4 DELEGATION TO COUNTY MANAGER

The County Manager will receive and disburse funds collected under this Agreement and administer the Work Plan and budget established in Subsection 3.2 above, and shall direct any staff dedicated, in whole or in part, to the activities necessary to carry out the intent of this Agreement.

3.5 CENTRALIZED CABLE TV/VIDEO SERVICE CUSTOMER SERVICES

The County and Cities hereby agree to provide a central location and fund administrative support staff for receiving and responding to the complaints, concerns, and service questions from customers of common cable television and video service provider franchisees that are not resolved by the franchisees. A record of complaints will be maintained for review by each party receiving complaints.

3.6 REPORTS AND AUDITS

The County Manager shall provide a written report annually detailing the amounts collected and disbursed and the purposes of those disbursements, unless requested more frequently by any of the Governing Bodies. Any party hereto may, at its own expense, audit or review any expense, cost, budget or statistic by submitting its request to the County Manager in writing.

SECTION 4 - TERM OF AGREEMENT

This Agreement shall commence on the first day of July 2009, and continue until the last day of June 2014, unless terminated under the provisions of Section 5 below.

SECTION 5 - TERMINATION

Any party may terminate its participation in this Agreement without cause by giving each of the other parties written notice at least 90 calendar days prior to end of any fiscal year. All contributions made for that current fiscal year by the termination party will remain in support of the work under this Agreement for the remainder of that fiscal year.

SECTION 6 - MODIFICATION OR AMENDMENTS

This Agreement may not be modified or amended except by written agreement, duly approved by the Governing Bodies of the parties hereto. Modification or amendment in any other form shall have no force or effect, and may not be relied upon by any person.

SECTION 7 - ADDITIONAL PARTIES

A new party may be accepted hereto upon approval by all of the Governing Bodies and upon adoption by the new entity's governing body of a resolution indicating approval of, and agreement with, all terms and conditions set forth herein, and upon approval and payment of its proportionate assessment for the annual budget. A new party shall be treated as an original party hereto for all purposes.

SECTION 8 - LIMITATION ON LIABILITY

The parties hereto, including any of their respective elected or appointed agents, employees, or officials, shall not be liable to third parties for any act or omission of any other party. This Agreement is not intended to create any rights, powers or interest in any third party; and this Agreement is entered into for the exclusive benefit of the undersigned parties.

SECTION 9 - NOTICES

Any notice, invoice, payment or delivery required under this Agreement must be submitted in writing and sent by U.S. Mail, or by hand delivery, and directed to the appropriate parties as follows:

Boulder City:	City Manager 401 California Avenue Boulder City, Nevada 89005
Clark County:	County Manager 500 Grand Central Parkway, 6th Floor Las Vegas, Nevada 89155
Henderson:	City Manager 240 South Water Street Henderson, Nevada 89015
Las Vegas:	City Manager 400 East Stewart Avenue Las Vegas, Nevada 89101

North Las Vegas:

City Manager
2200 Civic Center Drive
North Las Vegas, Nevada 89030

SECTION 10 - OTHER PROVISIONS

10.1 APPLICABLE LAW

This Agreement shall be governed and interpreted according to the laws of the State of Nevada.

10.2. ASSIGNMENT

The requirements and benefits of this Agreement may not be assigned, transferred or delegated, except as provided herein, without the written consent of all parties hereto.

10.3 SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any applicable law or regulation, the parties will enter into immediate, good faith negotiations to rectify the offending clauses. The remainder of this Agreement shall remain in full force and effect.

SECTION 11 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties hereto concerning the subject matter of this Agreement and supersedes all other oral and written negotiations, agreements and understandings of every kind relating to that subject matter, except that it does not supersede the Interlocal Agreement for Ambulance Service Regulation among Clark County and the Cities of Las Vegas and North Las Vegas, dated January 1, 2006, and dealing with the joint administration of ambulance franchises granted by those jurisdictions. No promise, warranty, statement or representation of any kind whatsoever that is not expressly stated herein has been made by any party hereto or its officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Councils of the Cities and the Board of County Commissioners have approved this Agreement and their presiding officers have affixed their names hereto.

City of Boulder City

By Roger Tobler
Roger Tobler
Mayor

Attest: DATE 05/12/2009 Approved as to form:

Pamella A. Malmstrom Dave Olsen
Pamella A. Malmstrom Dave Olsen
City Clerk City Attorney

Clark County

By Rory Reid
Rory Reid
Chairman

Attest: DATE 4/7/09

Shirley B. Parraguire
Shirley B. Parraguire
County Clerk

Approved as to form:
Mark Wood
Mark Wood
Deputy District Attorney

City of Henderson

By James Gibson
James Gibson
Mayor

Attest: DATE 5-26-09

Monica Simmons
Monica Simmons
City Clerk

Approved as to form:
Shauna Hughes
Shauna Hughes
City Attorney

City of Las Vegas

By Oscar B. Goodman
Oscar B. Goodman
Mayor

Attest: DATE 5/12/09

Beverly K. Bridges, CMC
Beverly K. Bridges, CMC
City Clerk

Approved as to form:
Brad Jerbic
Brad Jerbic
City Attorney

City of North Las Vegas

By Michael L. Montandon
Michael L. Montandon
Mayor

Attest: DATE 5-20-09

Karen L. Storms, CMC
Karen L. Storms, CMC
City Clerk

Approved as to form:
Carie Torrence
Carie Torrence
City Attorney