RESTATED INTERLOCAL CONTRACT
for
FUNDING and ADMINISTRATION
of the
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
CITIZEN REVIEW BOARD

THIS RESTATED AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the City of Las Vegas ("City") and Clark County ("County"), both of which are political subdivisions of the State of Nevada, for the purpose of funding and administering the Las Vegas Metropolitan Police Department Citizen Review Board. The City and County may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

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

WHEREAS, the Parties merged their respective law enforcement agencies into the Las Vegas Metropolitan Police Department pursuant to NRS Chapter 280;

WHEREAS, NRS 289.383 permits the participating political subdivisions of a metropolitan police department to jointly create by mutual ordinances a review board to advise the metropolitan police department committee on fiscal affairs on issues concerning peace officers employed by the metropolitan police department;

WHEREAS, Las Vegas Municipal Code Section 2.64.030(B) and Clark County Code 2.62.030(B) authorizes the joint creation of a Citizen's Review Board by mutual agreement between the Parties to provide funding, staffing, legal counsel and other resources necessary for the performance of the functions of the Citizen's Review Board and its director;

WHEREAS, the Parties executed that certain Interlocal Contract for Funding and Administration of the Las Vegas Metropolitan Police Department Citizen Review Board dated January 19th, 2000 creating, funding and administering a Citizen's Review Board for the Las Vegas Metropolian Police Department ("Year 2000 Interlocal");

WHEREAS, by its terms, the Year 2000 Interlocal was to expire by its terms on June 30th, 2009 and the Parties intend for this Restated Agreement become effective on July 1, 2009 for another nine years; and

WHEREAS, both County and City are desirous of continuing the existing Citizen Review Board as currently in operation;

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

Section 1 – DEFINITIONS

For the purposes of this agreement, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated.

1.1 "County Manager" means the county manager appointed by the Clark County Board of Commissioners to perform such administrative functions of county government as may be required of him or her by the Board of the County Commissioners, or his or her designee.

1.2 "City Manager" means the city manager appointed by the City of Las Vegas city Council to perform such administrative functions of city government as may be required of him or her by the Las Vegas City Council, or his or her designee.

1.3 "Director" means the director of the Las Vegas Metropolitan Police Department Citizen Review Board, or the director's designee.

1.4 "Governing Bodies" means the Board of County Commissioners of Clark County and the City of Las Vegas City Council.

1.5 "Review Board" means the Las Vegas Metropolitan Police Department Citizen Review Board.

SECTION 2 – OBLIGATIONS OF THE PARTIES

2.1 SUPPORT STAFF AND FACILITES

In support of the Review Board, the County hereby agrees to provide staff, services facilities and supplies to support the operational needs of the Review Board. The County and City hereby agree to jointly participate in a recruitment and selection process for the Director of the Review Board. The parties recognize that the Director of the Review Board shall be appointed by the County Manager and the City Manager with the advice and consent of the Board of County Commissioners and the City Council. The term of the Director's service shall be at the pleasure of the County Manager and the City Manager. The County acknowledges that the Director and any staff employed by the Director or County on behalf of the Citizen's Review Board are employees of Clark County, and not employees of the City of Las Vegas.

2.2 ANNUAL BUDGET

On or before November 1st of each year, the County Manager shall prepare a proposed annual budget for the subsequent fiscal year to support the activities of the Review Board, including an unreserved ending fund balance equal to not less than one month of operating expenditures, and shall submit such budget to the

City Manager. The City Manager shall review and approve the proposed annual budget prior to February 1st. Upon receiving the approval of the City Manager, the proposed annual budget shall be apportioned to the County and City according to percentages derived from the proposed Metropolitan Police Department funding apportionment plan for the fiscal year in question. The individual amounts thus established for each entity shall be considered the entity's funding obligation and made part of the entity's budgetary request placed before the entity's Governing Body.

2.3 PAYMENT OF PROPORTIONAL ASSESSMENT

The County shall invoice the City semi-annually on July 1st and January 1st for its funding obligation related to that fiscal year's approved annual budget. In doing so, County shall establish the actual year-end expenses from the preceding fiscal year and, if the actual expenses are less than the approved budget from the preceding fiscal year, apply a credit to the January 1st invoice of that fiscal year's approved annual budget based on the entity's funding percentages from the preceding fiscal year derived from the Metropolitan Police Department funding apportionment plan. If contingencies arise which necessitate any changes to an approved annual budget, the County Manager and the City Manager shall prepare and propose such change to their Governing Bodies for their consideration and approval. Upon approval by the Governing Bodies, the County shall invoice the City for its funding obligation related to he approved revised budget based on the entity's funding percentages for the affected budget year derived from the Metropolitan Police Department funding apportionment plan. Within 45 days of submitting the invoice, the City shall make payment of its invoiced assessment to the County Manager, who shall in turn deposit the payment in a special revenue fund used to support the Review Board program.

2.4 DELEGATION TO COUNTY MANAGER

The County Manager will administer the annual budget established under Subsection 2.2 of this Agreement, and shall direct any staff dedicated, in whole or in part, to the activities necessary to support the Review Board program. In administering the annual budget, County recognizes that the Review Board program shall not incur any expense for which funding has not been approved by the City and County.

2.5 REPORTS AND AUDITS

The City may request an audit or review of any expense or cost by submitting its request to the County Manager in writing.

SECTION 3 – TERM OF AGREEMENT

This Agreement shall commence upon approval of this Agreement by the City Council and Board of County Commissioners, and continue through June 30, 2018 unless terminated sooner under the provisions of Section 4 – Termination.

SECTION 4 – TERMINATION

Either party to this Agreement may terminate participation in this Agreement by sending notice to the other party 30 days in advance of the termination. The termination of this Agreement shall not release the terminating party from its fiscal responsibility in support of the work approved under this Agreement for the fiscal year in which termination is given.

SECTION 5 – MODIFICATION OF 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 6 – LIMITATION ON LIABILITY

The parties hereto, including any of their respective 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 7 – 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 party as follows:

Clark County:	County Manager 500 S. Grand Central Parkway, 6th Floor Las Vegas, Nevada 89155
City of Las Vegas:	City Manager 400 Stewart Avenue, 6th Floor Las Vegas, Nevada 89101

SECTION 8 – OTHER PROVISIONS

8.1 APPLICABLE LAW

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

8.2 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.

8.2 SEVERABILITY

It is not the intent of any party hereto to violate any law or regulation of the United States or the State of Nevada. The parties hereto agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, the parties will enter into immediate, good faith negotiations to rectify the offending clause or clauses. The remainder of this Agreement shall remain in full force and effect.

SECTION 9 – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which 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 City of Las Vegas City Council and the Board of County Commissioners have approved this Agreement and their presiding officers have affixed their names hereto.

CLARK COUNTY	CITY OF LAS VEGAS
_____	_____
RORY REID, Chairman	OSCAR G. GOODMAN, Mayor
ATTEST:	ATTEST:
_____	_____
SHIRLEY B. PARRAGUIRRE, Clerk	BEVERLY K. BRIDGES, CMC City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Deputy District Attorney	Deputy City Attorney