

INTERLOCAL CONTRACT

This Interlocal Contract is made and entered into this _____ day of _____, 2010 (the "Effective Date"), by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

RECITALS

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that any one or more agencies may contract with any one or more 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. Such a contract must be ratified by appropriate official action of the governing body or each party to the contract as a condition precedent to its entry into force. Such contract must set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, pursuant to NRS 271.357, the CITY may adopt procedures to provide home owners, living in a CITY-designated special improvement district, a mechanism to obtain a hardship determination prior to final adoption of the assessment roll by the CITY Council; and

WHEREAS, CITY requires specialized assistance in evaluating hardship applications; and

WHEREAS, CITY desires to enter into a contract with COUNTY's Department of Social Service which has the capacity, knowledge, and skills to assist in evaluating hardship applications; and

WHEREAS, COUNTY's Department of Social Service has the capability to assist in implementing the CITY hardship determination procedures.

NOW, THEREFORE, in consideration of the premises contained herein, the parties agree to the following:

SECTION I: SCOPE OF WORK

Services to be performed by the COUNTY shall consist of the work described in Exhibit A, the Scope of Work, attached hereto.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

CITY agrees to pay COUNTY the rate identified in the Scope of Work (Exhibit A) for the performance of services.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination Without Cause

1. Upon thirty (30) days written notice to all parties, a party to this Contract may terminate this Contract without cause prior to the date of termination set forth in paragraph E. below.
2. Upon such early terminations, the CITY will pay COUNTY that portion of the compensation for services, which has been earned as of the effective date of termination.

B. Indemnity

The CITY agrees, by entering into this Contract, regardless of the coverage provided by an insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorneys' fees, costs and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CITY or its principals, employees, subcontractors or other agents, while performing services under this Contract. CITY shall indemnify, defend, and hold harmless the COUNTY for any attorneys' fees or other costs of defense, even if the allegations of the claim are groundless, false, or fraudulent.

C. Governing Law

Nevada law shall govern the interpretation of this Contract.

D. Confidential Treatment of Information

COUNTY shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled, or prepared in connection with the performance of this Contract.

E. Terms of Contract

CITY agrees to retain COUNTY for the period from the Effective Date of the Contract through June 30, 2011, with the option to renew the Contract for four one-year periods. During this period, COUNTY agrees to provide services as required by CITY within the scope of this Contract.

F. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified United States (U.S.) mail, return receipt requested, or facsimile at the following address:

To COUNTY: Clark County Social Service
Director
1600 Pinto Lane
Las Vegas, Nevada 89106

To CITY: City of Las Vegas
Lorrie Linnert Dunford, Engineering Project Manager
Department of Public Works, Special Improvement District
400 Stewart Avenue
Las Vegas, NV 89101

G. Amendments

Amendments to this Contract may be made only upon mutual consent in writing by COUNTY and CITY. No amendments or modifications of this Interlocal Contract shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Contract.

H. Other Party Liability

COUNTY and CITY, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Contract for any act or omission of the other party.

I. Other Party Interest

This Contract is not intended to create any rights, powers or interest in any party not participating in this Interlocal Contract. This Interlocal Contract is entered into for the exclusive benefit of the undersigned parties.

J. Headings

The headings of articles and sections contained in this Interlocal Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Contract.

K. Waiver or Breach

Any waiver or breach of any provision of this Interlocal Contract shall not be deemed a waiver of any other breach of the same or different provision.

L. Severability

In the event any provision of this Contract is rendered invalid or unenforceable by any valid act of the U.S. Congress or the State of Nevada Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Contract shall remain in full force and effect.

M. Non-discrimination

In providing services under this Contract, COUNTY and CITY shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap.

N. Independent Contractor

COUNTY and CITY are independent entities and nothing contained in this Interlocal Contract shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Contract.

O. Entire Interlocal Contract

This executed Interlocal Contract contains the entire agreement between COUNTY and CITY relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Interlocal Contract are of no force or effect.

[illegible]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first written above.

CLARK COUNTY

CITY OF LAS VEGAS

By: _____
RORY REID, Chairman
Board of County Commissioners

By: _____
OSCAR B. GOODMAN
Mayor

DATE OF COMMISSION ACTION

DATE OF CITY COUNCIL ACTION

ATTEST:

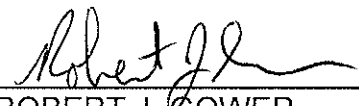
ATTEST:

By: _____
DIANA ALBA
County Clerk

By: _____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  _____
ROBERT J. GOWER
Deputy District Attorney

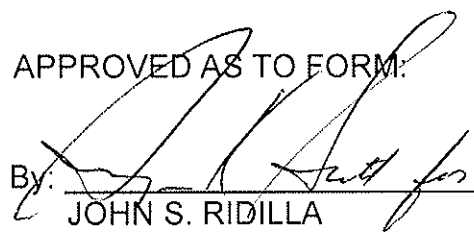
By:  _____
JOHN S. RIDILLA
Deputy City Attorney

EXHIBIT A SCOPE OF WORK

- A. COUNTY, through the Department of Social Service (CCSS), will assist in providing eligibility assessments and recommendations for approval or denial to the CITY, prior to the final adoption of the assessment roll by the CITY, for home owners living in a CITY-designated special improvement district (SID) and seeking a hardship determination.
1. COUNTY will contact homeowner within two (2) working days of notification that a homeowner is seeking hardship relief to begin eligibility determination.
 2. COUNTY will notify the CITY Special Improvement District Supervisor that a request has been made for hardship determination in a CITY-designated special improvement district.
 - (a) Notification will be in writing.
 - (b) Notification will include, at a minimum, the homeowner's name, address, SID number, and applicable date.
 3. COUNTY will evaluate a homeowner's eligibility for hardship determination using COUNTY standards.
 - (a) COUNTY will create a case file, paper/electronic, with information gathering to determine eligibility on formal applications for hardship determinations.
 - (b) Recommendations for approval or denial will be made in writing by COUNTY to the CITY's SID Supervisor.
 - (c) COUNTY will notify property owners of their right to appeal a denial and COUNTY will conduct a case review, if requested, as part of that appeal process.
 - (d) COUNTY will provide a representative to attend a CITY Council meeting to explain a SID hardship recommendation, if notified at least five (5) working days in advance of the meeting.
 - (e) Recommendations for hardship determination should be completed and CITY notified at least fourteen (14) days prior to council meeting that would include the final adoption of the final assessment roll for the pertinent SID. If a recommendation cannot be made within this time frame, COUNTY will notify CITY's SID Supervisor immediately.
 4. COUNTY will re-evaluate approved hardship deferments on a schedule set by the CITY and coordinated with CCSS.
 5. COUNTY will maintain records of approval hardship determinations for the life of the bond, or, if no bonds, are utilized for the term of the SID assessments, denied applications will be subject to COUNTY's retention policy.
- B. 1. CITY will notify COUNTY in writing of the creation of any special improvement district which may include homeowners seeking hardship determinations.
2. CITY will notify homeowners of the process to apply for hardship determination.

EXHIBIT A SCOPE OF WORK

3. CITY will provide COUNTY with the dates of the final adoption of assessment rolls of any and all pertinent special improvement districts at least one (1) month in advance of the City Council meeting at which the adoption will occur.
4. CITY will notify CCSS at least five (5) days in advance, if a COUNTY representative is needed to attend a City Council meeting to explain a hardship determination.
5. CITY will notify COUNTY if a property, approved for a special improvement district hardship, is sold or otherwise conveyed, thereby, invalidating a hardship eligibility.
6. CITY will review any changes in eligibility criteria for hardship determination with CCSS before adoption of those changes.
7. CITY will print or bear the cost of providing any forms needed by COUNTY to fulfill its obligation under this Contract.
8. If a hardship determination is granted by CITY, CITY will notify COUNTY of such grant and of the expiration date of the applicable bond issue.

C. Compensation

1. CITY will, in exchange for the services described in Section A above, pay COUNTY \$45.00 per hour for COUNTY staff to determine hardship application eligibility or to attend CITY Council meetings in accordance with this Contract. COUNTY will invoice the CITY's SID Supervisor indicating the service date, homeowner's name, SID number, COUNTY staff name, task (e.g., eligibility determination, informational meeting, council meeting), and time expended, in no less than quarter hour increments.
2. All payments shall be due within sixty (60) calendar days after receipt of the invoice.
3. Invoice summaries shall be submitted to CITY's SID Supervisor by the tenth of each month for the preceding month's services, should any have occurred.