

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 10th day of June 2010, by and between the Clark County Regional Flood Control District (hereinafter referred to as the "District") and City of Las Vegas (hereinafter referred to as "KCLV" referring to KCLV-Channel 2).

RECITALS

WHEREAS, the District desires to obtain the services of KCLV to provide required television production services, all as more specifically described below; and

WHEREAS, the District's Board of Directors' (hereinafter referred to as "the Board"), intent is to produce six new television programs plus one episode combining segments from the past year's shows for a "Best Of" episode; and

WHEREAS, said programs are designed to educate and inform the public of District programs that support the mission statement of the District; and

WHEREAS, the District, as producer, will produce, write and direct, the District's information television news show; and

WHEREAS, the services provided under this Interlocal Agreement serve as an effective, complimentary campaign to the District's on-going flood safety efforts; and

WHEREAS, KCLV has the necessary experience and qualifications to perform the required television production services; and

WHEREAS, the District and KCLV desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of the KCLV's duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties do mutually agree as follows:

SECTION I: BASIC SERVICES

- A. KCLV agrees to provide videographer, editor, and/or associated video production services, to provide 6 (six) half-hour information television news shows described as follows for the District:
 - 1. Five (5) of the shows will contain all new materials and elements; and the sixth (6th) show will re-package segments from the past year for a "Best Of" episode.
 - a. KCLV will coordinate with the District producer a minimum of 30 (thirty) days in advance regarding dates and times when the videographer will be available.

- b. The District will schedule video time 15-days (fifteen) in advance.
2. Production of each show will occur over an 8 ½ (eight and one half) week period and use up to 90 (ninety) hours of videographer and editor time.
3. Each show will air approximately 8 ½ (eight and one half) weeks, airing a minimum of 20 (twenty) times a month, as outlined on Attachment 1. Attachment 1 contains the schedule and may be modified as the work progresses with the mutual agreement of the District and KCLV.
4. KCLV will provide a vehicle to transport videographer and equipment to locations in the field throughout Clark County. This may include the District's Producer as a passenger in the KCLV vehicle.
5. KCLV agrees to produce a final product of 28:30 (twenty-eight minutes and thirty seconds) using the most current industry standards per show in a form and content acceptable to the District.
6. KCLV will keep a current catalogue of the B-roll videotaped for each show on the District owned computer server (Serial Number QP717014Y0T) located at KCLV.
7. KCLV agrees to provide the District 10 (ten) DVD's of each completed show and 3 (three) beta copies for local broadcast media outlets including, but not limited to CCTV-Channel 4, Boulder City, Laughlin, Mesquite and Cox Cable.
8. KCLV agrees to provide all materials, and supplies necessary to perform the services outlined in this agreement.

SECTION II: SUPPLEMENTAL SERVICES.

- A. The District may, at its sole discretion, desire the services of KCLV to provide additional video production services during the term of the agreement. Additional services provided by KCLV will be performed upon request from the District in writing and KCLV will not perform such services until written approval by the District's General Manager or his designee is received. Any request for additional services above and beyond the agreed upon hours listed in Section I, BASIC SERVICES, will incur additional costs at the agreed upon hourly rate as stated in Section III, COMPENSATION AND TERMS OF PAYMENT. Those supplemental services may include, but are not limited to the following:
1. Additional hour(s) of videographer time;
 2. Additional hour(s) of video equipment (EFP (BetaCam, Tri-Pod, Light Kit, and Microphone)) time;
 3. Additional hour(s) of editor time;
 4. Additional hour(s) of editing equipment (Final Cut);
 5. Additional hours(s) of graphics and/or miscellaneous time;
 6. Additional Beta, VHS or DVD copies of finalized District shows; and/or
 7. Use of equipment to view and catalogue the District's video library.

SECTION III: COMPENSATION AND TERMS OF PAYMENT

- A. The maximum cost to the District for Basic and Supplemental Services shall not exceed Eighty-Four Thousand Nine Hundred Dollars and No Cents (\$84,900.00) unless the

District receives a written request, with justification, and the District approves a change in SECTION I, BASIC SERVICES and SECTION II, SUPPLEMENTAL SERVICES and an increase in compensation. If approved, a supplement to this AGREEMENT must be executed.

- B. For Basic Services, the District agrees to pay KCLV on a per show basis as follows:
 - 1. Twelve Thousand Nine Hundred Dollars and No Cents (\$12,900.00) per show for services defined in Section I: Basic Services, A. 1. for a total amount not to exceed Seventy-Seven Thousand Four Hundred Dollars and No Cents (\$77,400.00); and
- C. Supplemental Services, in the amount not to exceed of \$7,500 (Seven thousand five hundred dollars) the District agrees to pay as follows:
 - 1. Videographer time at a rate of \$45.00 per hour;
 - 2. Video equipment time which includes as a minimum a BetaCam, Tri-Pod, Light Kit, and Microphone (EFP) at a rate of \$500.00 per day;
 - 3. Editor time at a rate of \$65.00 per hour;
 - 4. Editing equipment (Final Cut) time at a rate of \$120.00 per hour;
 - 5. Graphics and/or miscellaneous equipment time at a rate of \$40.00 per hour;
 - 6. Additional Beta, VHS or DVD copies of finalized District shows as follows:
 - a. Beta tape at \$8.75 each;
 - b. VHS tape or DVD disc at \$1.00 each;
 - c. Dubbing costs at a rate of \$25.00 per hour; and/or
 - 7. Equipment to view and catalogue the District's video library at a rate of \$20.00 per hour.
- D. Compensation for work on Basic and/or Supplemental Services will be paid upon successful completion of the work as solely determined by the District. Payment will be made within 15 days upon receipt of invoice from KCLV.

SECTION IV: TERMS AND TERMINATION

- A. The term of this Agreement is for television production services effective July 1, 2010 through June 30, 2011.
- B. The District or KCLV may, with or without cause, terminate this Agreement at any time prior to completion by KCLV of the services required herein upon 30 (thirty) days written notice in advance.
- C. In the event this Agreement is terminated, KCLV will be compensated for all work satisfactorily performed and completed to the effective date of termination.

SECTION V: MISCELLANEOUS PROVISIONS

- A. KCLV agrees to secure any and all necessary approvals and permissions for any copyrighted material secured by KCLV to be used in The Flood Channel shows.
- B. The District agrees to secure any and all necessary approvals and permissions for the use of any copyrighted materials supplied by the District to KCLV specifically but not limited to flood footage obtained from local broadcast network affiliates to be used for the services provided herein.

- C. KCLV will provide the station's hours of operation and agree to allow the District staff and Producer to be on KCLV's property only when other KCLV staff members are present. This may include weekends or after normal business hours.
- D. KCLV will allow the District staff and Producer to park in the City of Las Vegas' employee parking lot. KCLV will provide the District's producer with a badge for the KCLV studio access.
- E. KCLV agrees to store new B-roll footage shot as part of this Interlocal Agreement for future use for The Flood Channel. KCLV also agrees to store the District's library of approximately 300 (three-hundred) B-roll Beta tapes. Storage of new and old tapes will be for the length of this Agreement.
- F. KCLV agrees that it shall not enter collateral, artwork, or other products developed under this Interlocal Agreement in any contest, award program, or the like without the written authorization of the District.
- G. KCLV agrees to obtain District approval on all material prior to release. All materials are to be carefully inspected by KCLV for the highest level of technical expertise in television production. KCLV agrees to abide by the determination of the District to remove or revise any objectionable portions of the recording in accordance with the District's direction and approval. KCLV agrees that any broadcast of the recording will only be in the context and form it was presented to the District.
- H. The District currently has a logo, which needs to be utilized for the performance of this Interlocal Agreement. No modifications to the logo will be allowed unless approved in writing by the District.
- I. KCLV is at all times operating as an independent contractor and at no time is operating as an employee or agent of the District.
- J. KCLV agrees that the District's official name may not be used as an endorsement of any product or service. KCLV may not use or refer to the District by any fictitious name or attribute fictitious events to the District.
- K. KCLV agrees to comply with all local, state and federal laws, including but not limited to regulations, standards, rules, codes, ethics and regulations regarding and related to industry standards, including but not limited to recording, copying, editing, translating, communication, broadcasting, reporting, production and reproduction.
- L. KCLV may retain employees or other professional service providers to perform the services required by this agreement. Such employees or other professional service providers will be the obligation of KCLV. The District will not be a party to any Interlocal Agreement with outside agent and the total cost of this Interlocal Agreement shall not be increased due to the utilization of an outside agent.
- M. Any and all program rights, videotape shot by KCLV, documents, art work, rights to art work and other products prepared and/or submitted by KCLV to the District, and all information acquired by KCLV per the Interlocal Agreement, become property of the District. KCLV may retain copies and reproducible copies of all work products produced as a result of the work. In the event of the completion and/or termination of the Interlocal Agreement, all documents produced shall become the property of the District. KCLV agrees to surrender all such documents to the District in a timely manner, and at no charge, at the request of the District. Videotape provided to KCLV by other broadcast outlets are copyrighted materials owned by those outlets and remain with the District for its sole use.

- N. In accordance with the Federal Communications Commission equal time doctrine, and Nevada Revised Statutes (NRS) the Board reaffirms that once District Board members or anyone files for an elected office, he/she will not appear on any subsequent District television program until after the results of that election are final.

SECTION VI: ASSIGNMENT

This agreement may not be assigned by either party without the express written consent of the other party.

SECTION VII: NOTICE

Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

To District: Clark County Regional Flood Control District
600 South Grand Central Parkway, Suite 300
Las Vegas, NV 89106-4511

To KCLV: KCLV-Channel 2
City of Las Vegas
221 Las Vegas Blvd. N.
Las Vegas, NV 89101

SECTION VIII: NON-EXCLUSIVE AGREEMENT

The KCLV agrees that its employees shall devote such time to the performance of its duties under this Agreement as is reasonably necessary. Nothing herein shall be construed as a limitation upon the right of the KCLV to engage in any other consulting agreement, service agreement, business venture or other activity.

SECTION IX: APPLICABLE LAW

This agreement will be interpreted and enforced under Nevada Law. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

SECTION X: MODIFICATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may not be changed or modified except by written instrument executed by both parties.

SECTION XI: NO THIRD PARTY RIGHTS

This document shall not create any right in or benefit to parties other than the District and the KCLV.

SECTION XII: COMPLETE AGREEMENT

- A. This agreement embodies the whole agreement between the parties.
- B. There are no inducements, promises, terms, conditions or obligations made or entered into by the District or the KCLV other than those contained in the Agreement.
- C. The failure of either party to enforce, at any time or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision.

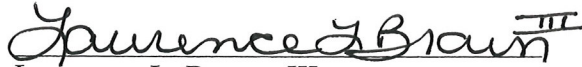
SECTION XIII: EXISTING AGREEMENT

This agreement supersedes any prior agreement and terminates any and all existing Interlocal Agreements between the KCLV and the District.

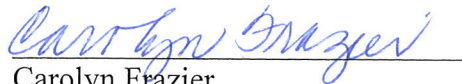
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IN WITNESS THEREOF, The District and the KCLV have caused this Interlocal Agreement to be executed as of the date and year first above written.

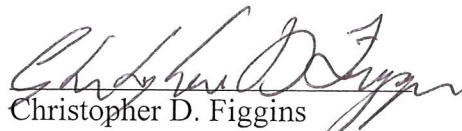
CLARK COUNTY REGIONAL
FLOOD CONTROL DISTRICT


Lawrence L. Brown, III
Chairman

ATTEST:


Carolyn Frazier
Secretary to the Board

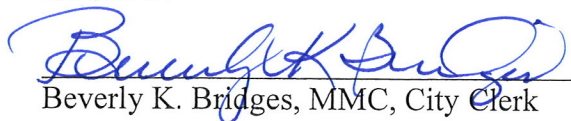
APPROVED AS TO FORM:


Christopher D. Figgins
Chief Deputy District Attorney

CITY OF LAS VEGAS


~~Oscar B. Goodman, Mayor~~
Gary Reese, Mayor Pro-Tem

ATTEST:


Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:


Deputy City Attorney

John S. Ridilla
Deputy City Attorney

Date: September 1, 2010

ATTACHMENT 1

The Flood Channel Production Timeline July 2010 through June 2011

Show 1	Airs August through September 2010
Show 2	Airs October through November 2010
Show 3	Airs December through January 2010
Show 4	Airs February through March 2011
Show 5	Airs April through May 2011
Show 6	“Best Of” airs June through July 2011

* Each show airs a minimum of 20 times a month on KCLV-TV 2.