

INTERLOCAL CONTRACT BETWEEN
CLARK COUNTY AND THE
CLARK COUNTY REDEVELOPMENT AGENCY
FOR GOVERNMENTAL SERVICES

This Interlocal Contract is made and entered into on this _____ day of _____, 2022, by and between the County of Clark, a political subdivision of the State of Nevada, herein referred to as "COUNTY"; and the Clark County Redevelopment Agency, herein referred to as "CCRDA".

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, two or more political subdivisions may enter into an interlocal contract for the performance of governmental functions; and

WHEREAS, the CCRDA was created to serve the public interest and promote the public health, safety, and welfare in an effective manner and is able to serve the needs of the community to implement Community Redevelopment Law; and

WHEREAS, the CCRDA desires to obtain assistance from the COUNTY with certain governmental services that are necessary in the operation of the CCRDA as allowed in NRS 279.462 to NRS 279.466, inclusive; and

WHEREAS, the COUNTY has the expertise and as an established entity is willing to provide certain governmental services to the CCRDA subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises of the mutual covenants herein contained it is agreed as follows:

A. COUNTY RESPONSIBILITIES

The COUNTY agrees to provide the services listed below to the CCRDA and other COUNTY services as determined and mutually agreed to by the CCRDA and the COUNTY that are under the COUNTY's purview. Services provided by the COUNTY include but are not limited to:

1. Financial

At the direction of the CCRDA, the COUNTY and its legally retained consultants will:

- a) Provide for the accounting of the CCRDA's revenues and expenditures including but not limited to: maintaining a general ledger; if necessary, preparing financial statements in accordance with Generally Accepted Accounting Principles; coordinating an annual independent financial audit, including preparation of the necessary work papers for the COUNTY's external auditors to ultimately prepare the Annual Comprehensive Financial Report,

Clark County Redevelopment Agency Component Unit Financial Statements, and other required reports; preparing and processing payroll; maintaining Human Resources systems and records; preparing and paying accounts payable; maintaining accounts receivable; maintaining fixed asset records; incorporating the CCRDA's annual budget as a component of the COUNTY's, conducting a Public Hearing, and filing the CCRDA's annual budget with the State; establishing the appropriate fund types and divisions necessary for the CCRDA to conduct business in an orderly fashion; and providing risk management services (including administering worker's compensation and maintaining and paying for insurance for employees and facilities as applicable).

- b) The County will allow CCDRA participation in the County's workers' compensation program, will extend health benefits as well as cover potential liability through the self-insured risk pool through the County's normal practices.

The CCRDA anticipates issuing bonds through the COUNTY in the future. The COUNTY through its staff or consultants agrees to:

- a) Assist in the development of financial feasibility studies and advise the CCRDA on suggested methods of financing, amortization schedules, debt retirement plans, and make recommendations on the level of revenue necessary to meet established and/or future bond debt service requirement;
- b) Act as financial advisors, to evaluate and make recommendations for accounting actions relative to the sale and retirement of securities;
- c) Issue debt instruments, including but not limited to, general obligation and revenue bonds in accordance with applicable federal and state laws including, but not limited to, the Local Government Securities Law as set forth in NRS 350.500 to 350.720, inclusive;
- d) Create a fund to account for the proceeds of a bond issue, including any interest earned thereon, and any expenditures made there from;
- e) Provide necessary legal and financial services through COUNTY administered consultant contracts to: establish, if necessary, modifications to the accounting structure and chart of accounts for the CCRDA to segregate revenues, interest, and expenditures of the bonds; create reports or activate computerized financial systems necessary for the CCRDA to track the financial status and transactions related to bond proceeds; and ensure the bond issue complies with all applicable federal tax laws, including arbitrage rebate tracking, reporting, and disbursement requirements; and

- f) Secure the signature of the CCRDA's Executive Director or their designee prior to the timely disbursement of bond interest and principal payments in accordance with schedules established by the bond covenants, comply with bond covenants and state annual disclosure requirements.

The COUNTY will provide for all types of purchasing and certain contract administration services including but not limited to: purchase orders; support for oral and written requests for quotation; purchases exempt from competitive bidding; formal advertised bids; support in the preparation of agenda items for the CCRDA's Board of Directors meetings; coordination of legal matters; maintaining appropriate documentation; and other purchasing related duties. The COUNTY will provide information about upcoming CCRDA bids, construction projects, and quotes to vendors, contractors, and potential bidders for the CCRDA as well as provide information to CCRDA personnel about new and emerging businesses.

The COUNTY will provide mail and printing services upon request by the CCRDA. Printing services will be billed on a work order basis and outgoing mail services (U. S. Postal Service) will be billed at actual costs.

2. Legal Representation and Counsel

The COUNTY will provide the CCRDA with legal representation and counsel. The COUNTY will provide legal representation to the CCRDA for routine matters of legal advice, contract drafting, contract review, litigation, and opinions necessary to accomplish the business operations of the CCRDA. The CCRDA may request other services under the purview of the District Attorney's Office.

3. Treasurer

The COUNTY Treasurer will act as the Treasurer for the CCRDA's Board of Directors. The COUNTY will provide the following services, including but not limited to: maintaining strict, accurate, and permanent records of all funds received by and disbursed on behalf of the CCRDA; managing revenues and cash received; maintaining bank accounts; managing portfolios; and investing in appropriate financial instruments.

The Treasurer will invest bond proceeds in appropriate financial instruments that will not conflict with bond covenants or with IRS arbitrage regulations. The Treasurer will work in conjunction with the COUNTY's financial area to administer CCRDA bond(s) as outlined under "Financial (Bond Administration)" above.

4. Information Technology

- a) The COUNTY will provide CCRDA users with access and support for all COUNTY-hosted applications.

- b) The COUNTY will provide network connectivity to the COUNTY's Wide Area Network (WAN) for the purpose of accessing the COUNTY-hosted applications described above.
- c) All costs and responsibility for hardware, software, computer communications equipment and supplies, data conversion, and extraordinary support services not expressly identified herein are the responsibility of the COUNTY.
- d) The Parties to this Interlocal Contract may disseminate information to the public as prescribed by legislative acts. The rights and benefits of this Interlocal Contract may not be assigned without the written consent of both parties hereto.

5. Internal Audit

The COUNTY will conduct internal audits and related activities on behalf of the CCRDA.

6. General Administrative Services

The COUNTY will provide the following services, including but not limited to: providing administrative support on a broad range of public policy and organizational issues; providing in-house training for employees through the Organizational Development Center (ODC); coordinating emergency preparedness efforts; assisting in the CCRDA's strategic planning efforts; and allowing the CCRDA to use Government Center facilities at no cost.

The COUNTY will notify the CCRDA in a timely manner when it receives a Public Information Act request that may include information about the CCRDA or its operations. The COUNTY will convey to the CCRDA what information it plans to release under the Public Information Act request as it relates to the CCRDA prior to the release of the information.

B. CCRDA RESPONSIBILITIES

- 1. The CCRDA shall reimburse County a percentage of the yearly salaries of the County employees performing services for the CCRDA, in amount equal to the percentage of work time County employees spend performing such services for CCRDA operations. The County will invoice the CCRDA by July 15 of each year under this Interlocal Contract and the CCRDA will pay the County by July 31.
- 2. The CCRDA will be responsible for the payment of General Obligation securities issued pursuant to this Interlocal Contract and NRS Chapter 279.622 by pledging any revenue from the tax imposed pursuant to NRS 279.676.

3. The CCRDA will assist the COUNTY in providing any documentation necessary in the issuance and payment of the securities.
4. The CCRDA will pay the actual costs for the services rendered through this Interlocal Contract as agreed to by the Executive Director or his or her designee as part of the annual general administrative charge (Annual Burden Charge). The CCRDA will budget for the Annual Burden Charge. The COUNTY will invoice the CCRDA quarterly in each year for services rendered under this Interlocal Contract and the CCRDA will pay the COUNTY within thirty (30) days after the invoice date.

C. MUTUALLY AGREED

1. This Interlocal Contract shall remain in full effect so long as the CCRDA is authorized to operate or unless otherwise terminated as set forth herein by either party.
2. This Interlocal Contract may be terminated unilaterally by either party thirty (30) days after written notice of termination to the other is delivered to the address contained herein. Should the CCRDA terminate this Interlocal Contract it shall pay the COUNTY for all services rendered up to the time of termination. Should the Board of either party in good faith determine that it is unable to allocate and/or appropriate funds necessary for the performance of this contract, it may terminate the Interlocal Contract upon written notice as provided herein.
3. The CCRDA will pay the COUNTY for the services rendered through this Interlocal Contract as mutually agreed.
4. Invoices, payments, and notices shall be hand delivered to the parties at the following addresses:

TO COUNTY : Clark County Manager's Office
 500 S. Grand Central Parkway, Sixth Floor
 Las Vegas, NV 89155-1111

Attn: Yolanda King, County Manager

TO CCRDA: Clark County Redevelopment Agency
 500 S. Grand Central Parkway, 6th Floor,
 Las Vegas, NV 89155-1111

Attn: Shani Coleman
Director of Operations

5. The parties agree that the COUNTY may directly bill for special projects and services as agreed upon in advance in writing by the CCRDA's Executive Director or his or her designee.

D. MISCELLANEOUS

1. Severability

It is not the intent of either party to violate any laws of the State of Nevada or the United States. The parties agree that in the event any provision of the Interlocal Contract is held by a court of competent jurisdiction to be in contravention of any such laws, the parties will enter immediate negotiations thereon to rectify the clause or clauses in contravention. The remainder of the Interlocal Contract shall remain in full force and effect. If any provision of this Interlocal Contract is found to be contrary of law, such provision shall be deemed invalid and unenforceable, except to the extent permitted by law but all other provisions shall continue with full force and effect.

2. Integration

This Interlocal Contract constitutes the entire agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements, and understandings of every kind, except for those specifically referenced herein.

3. Assurances

The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Interlocal Contract, has been made by any party hereto or its officers, employees, or other agents to induce execution of this Interlocal Contract.

4. Amendments or Modifications

The Interlocal Contract or parts thereof shall be subject to amendments as proposed by either party. All amendments to this Interlocal Contract must be in writing and must be properly approved and executed by both parties.

5. Governing Law

This Interlocal Contract will be subject to the laws of the State of Nevada. The parties agree that throughout the term of this Interlocal Contract they will comply with applicable laws including State and local laws, ordinances, and rules and regulations applicable to the services typically performed.

6. Captions

The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Interlocal Contract and in no way whatsoever define, limit, or describe the scope or intent of this Interlocal Contract, nor in any way affect this Interlocal Contract.

WITNESSES:

WHEREOF, the parties hereto have set forth their hands this day and year first written above.

CLARK COUNTY

Board of County Commissioners

CLARK COUNTY

REDEVELOPMENT AGENCY

Board of Directors

James B. Gibson, Chairman

Tick Segerblom, Chairman

ATTEST:

Lynn Goya, County Clerk

Date of Commission Action:

Date of Board Action:

Approved as to Form:



Robert T. Warhola
Chief Deputy District Attorney