

INTERLOCAL CONTRACT BETWEEN
CLARK COUNTY AND THE
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
FOR GOVERNMENTAL SERVICES

This Interlocal Contract, is made and entered into on this day, , , 2002, by and between the County of Clark, a political subdivision of the State of _____referred to as "COUNTY"; and the Clark County Regional Flood Control District, herein referred to as "DISTRICT".

WITNESSETH :

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

WHEREAS, the DISTRICT was created to protect the health, safety, and welfare of residents in Clark County from the impacts of flooding; and

WHEREAS, the DISTRICT desires to obtain assistance from the COUNTY with certain governmental services that are necessary in the operation of the DISTRICT as allowed in NRS 543.510; and

WHEREAS, the COUNTY has the expertise and as an established entity is willing to provide certain governmental services to the DISTRICT 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'S RESPONSIBILITIES

The COUNTY agrees to provide the services listed below to the DISTRICT and other COUNTY services as determined and mutually agreed to by the DISTRICT 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 DISTRICT, the COUNTY and its legally retained consultants will:

- a) Provide for the accounting of the DISTRICT's revenues and expenditures including but not limited to: maintaining a general ledger; 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 Comprehensive Annual Financial

Report, Clark County Regional Flood Control District 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 District's annual budget as a component of the COUNTY's, conducting a Public Hearing, and filing the DISTRICT's annual budget with the State; establishing the appropriate fund types and divisions necessary for the DISTRICT 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) Administer the Worker's Compensation Fund on behalf of the DISTRICT based upon the COUNTY's March 19, 1996, Worker's Compensation Fund Resolution that sets forth: the nature of the administrative costs which can be charged to the Worker's Compensation Fund; the manner in which premium rates will be set on an annual basis; and the authority of the Director of Risk Management and District Attorney's Office in processing worker's compensation claims. This resolution was amended on November 16, 1999, is separate from this Interlocal Contract, and may be amended or modified as required by the COUNTY.
- c) Administer the Health Benefit Programs on behalf of the DISTRICT based upon the COUNTY's Interlocal Agreement of October 16, 1984, as amended, that sets forth: the monthly premium rates; the policies, interpretations, practices and procedures of the benefit program; and the authority of the Director of Risk Management. The amended Interlocal Agreement for the Health Benefit Program was approved by the DISTRICT Board of Directors on October 11, 2001, and is separate from this Interlocal Contract, and may be amended or modified as required by the COUNTY.
- d) Administer the liability pool as established on June 5, 2001, when the Board of County Commissioners enacted a Resolution Adopting a Cooperative Agreement for Coverage of Liability Claims and Related Expenses that establishes an internal service fund to account for the cost of providing a program of insurance or self-insurance and provides for the payment of related expenses to manage the liability insurance program. The Cooperative Agreement for Coverage of Liability Claims and Related Expenses resolution was approved by the DISTRICT's Board of Directors on June 14, 2001, is separate from this Interlocal Contract, and may be amended or modified as required by the COUNTY.

The DISTRICT has issued several bonds through the COUNTY and anticipates issuing debt in the future. The COUNTY through its staff or consultants agrees to:

- a) Assist in the development of financial feasibility studies and advise the DISTRICT on suggested methods of financing facilities, amortization schedules, debt retirement plans, and make recommendations on the level of revenue necessary to meet established and/or future bond debt service requirements;
- 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 DISTRICT to segregate revenues, interest, and expenditures of the bonds; create reports or activate computerized financial systems necessary for the DISTRICT 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 DISTRICT's General Manager/Chief Engineer 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 DISTRICT's Board of Directors meetings; coordination of legal matters; maintaining appropriate documentation; and other purchasing related duties. The COUNTY will provide information about upcoming DISTRICT bids, construction projects, and quotes to vendors, contractors, and potential bidders for the DISTRICT as well as provide information to DISTRICT personnel about new and emerging businesses.

The COUNTY will provide automotive maintenance and repairs for DISTRICT vehicles. Such maintenance and repairs shall be billed on a time and materials basis directly to the DISTRICT .

The COUNTY will provide mail and printing services upon request by the DISTRICT. 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. Human Resources

The COUNTY will assist in the development and administration of the DISTRICT's merit personnel system, including policies and procedures and directives nearly identical to the COUNTY's merit personnel system, as appropriate. The COUNTY will:

- a) Administer the merit personnel system adopted by the DISTRICT and perform those specific tasks set forth in that system for it to perform. These tasks include, in part: employee recruitment; classification/compensation; employee assistance and wellness; and employee training, education, and skill development. It is not the intent of the COUNTY or the DISTRICT to disturb the current merit personnel system or the Nevada Service Employees Union (NSEU) contract. In addition, the provisions of the January 9, 1997 Interlocal Agreement between the COUNTY and the DISTRICT (which allows the continuation of benefits for employees who transfer employment between the DISTRICT and the COUNTY) shall remain in full force and effect.
- b) Act as the DISTRICT's representative on (labor relations) issues, including but not limited to: negotiating a collective bargaining agreement and any amendments or renewals thereof; and any related mediation, fact finding and other related legal actions arising out of the recognition of a union by the DISTRICT.
- c) Present items to the DISTRICT's Board of Directors for final approval as are customarily approved by the COUNTY's Board of County Commissioners, including but not limited to: the final approval of any collective bargaining agreement; official action on recognition or decertification issues; and resolution of any disputes related to the DISTRICT involving an individual employee or contract interpretation resulting in a monetary expenditure of \$50,000.00 or more.

The County Manager will direct and supervise the performance of the services of the COUNTY's Office of Human Resources under this Interlocal Contract and will assist in administering the merit personnel system adopted by the DISTRICT and perform the specific tasks set forth in that system for him or her to perform.

3. Legal Representation and Counsel

The COUNTY will provide the DISTRICT with legal representation and counsel and is responsible for upholding the United States and the Nevada Constitutions, the laws of the State of Nevada, local ordinances, and County Code. The COUNTY will provide legal

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

4. Treasurer

The COUNTY Treasurer will act as the Treasurer for the DISTRICT'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 DISTRICT; 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 DISTRICT bond(s) as outlined under "Financial (Bond Administration)" above.

5. Information Technology

- a) The COUNTY will provide DISTRICT users with access and support for COUNTY-hosted applications including, but not limited to: Decision Master, the Human Resource Management System, and Open Door.
- 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. The COUNTY will phase out Internet services and support, and the DISTRICT will develop its own Internet access and support. In the interim, the COUNTY will continue to provide Internet access and support for a period not to exceed eighteen (18) months from the effective date of this Interlocal Contract.
- 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 respective parties to this Interlocal Contract.
- d) The Parties to this Interlocal Contract may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency. This dissemination shall be paper, Mylar, or other non-digital products. No warranties or guarantees are expressed or implied as to the accuracy of the aforementioned data by any COUNTY or DISTRICT departments or agencies. The rights and benefits of this Interlocal Contract may not be assigned without the written consent of both parties hereto.

- e) The DISTRICT and the COUNTY have entered into an Interlocal Contract for Geographic Information dated July 12, 2001. The purpose of the Geographic Information Interlocal Contract is a cooperative effort to fund the creation of selected Geographic Information System (GIS) resources and data sets. This is a separate Contract that may be amended or modified as required and the GIS cooperative effort (tasks and funding) is not covered in this Interlocal Contract.

6. Internal Audit

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

7. 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; overseeing parking management for the Government Center lots (including providing DISTRICT employee and customer parking in the COUNTY's general parking lots located at the Government Center site and providing security for these parking areas at a level the COUNTY determines appropriate); providing in-house training for employees through the Organizational Development Center (ODC); coordinating emergency preparedness efforts; assisting in the DISTRICT's strategic planning efforts; and allowing the DISTRICT to use Government Center facilities at no cost.

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

B. DISTRICT RESPONSIBILITIES

- I. The DISTRICT will pay \$131,048.00 to the COUNTY for services rendered through this Interlocal Contract for the base Fiscal Year 2002/03. Thereafter, the DISTRICT will pay the actual costs for the services rendered through this Interlocal Contract as agreed to by the DISTRICT's General Manager/Chief Engineer or his or her designee as part of the annual general administrative charge (Annual Burden Charge) not to exceed an annual incremental increase of ten percent (10%) of the actual costs paid for the Annual Burden Charge in the prior fiscal year. The DISTRICT will budget for the Annual Burden Charge. The COUNTY will invoice the DISTRICT by June 30 of each year for services rendered under this Interlocal Contract and the DISTRICT will pay the COUNTY within thirty (30) days after the invoice date.

2. The DISTRICT will be responsible for the payment of General Obligation securities issued pursuant to this Interlocal Contract and NRS Chapter 543.690 by pledging any revenue from the tax imposed pursuant to NRS 543.600 on retail sales and from the storage, use, or other consumption of other tangible personal property in the County.
3. The DISTRICT will assist the COUNTY in providing any documentation necessary in the issuance and payment of the securities.
4. The DISTRICT will use the proceeds of the securities only for those uses authorized by NRS Chapter 543.
5. Payments for Workers' Compensation and Health Benefits for DISTRICT employees, which will be assessed through the COUNTY's payroll system currently in place.

C. MUTUALLY AGREED

1. This Interlocal Contract shall remain in full effect for a ten (10) year term, with an option to renew for another ten (10) year term, from July 1, 2002 to June 30, 2012 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 DISTRICT 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 DISTRICT 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: Thom Reilly, County Manager

TO DISTRICT: Clark County Regional Flood Control District
 600 S. Grand Central Parkway, 3rd Floor, Suite 300
 Las Vegas, NV 89106-4511

Attn: Gale Wm. Fraser, II, P.E.
 General Manager/Chief Engineer

5. The parties agree that the COUNTY may directly bill for special projects and services as agreed upon in advance in writing by the DISTRICT's General Manager/Chief Engineer 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 into 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.

7. Superseded Interlocal Contracts and Agreements

This Interlocal Contract supercedes the contracts or agreements listed below:

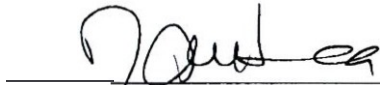
- a) Interlocal Agreement for Personnel Administration, dated September 6, 1988; as amended on June 13, 1996; and
- b) Interlocal Contract for Bond Administration and Financial Services, dated September 12, 1991.

WITNESSES:

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

CLARK COUNTY

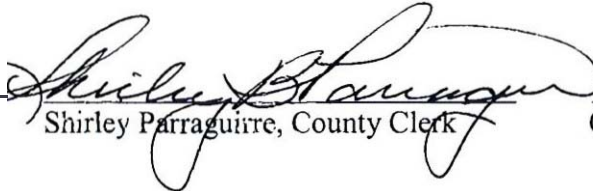
Board of County Commissioners



CLARK COUNTY

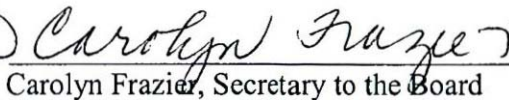
REGIONAL FLOOD CONTROL DISTRICT
Board of Directors

ATTEST:


Shirley Parraguire, County Clerk

ATTEST:

II; J-'J--


Carolyn Frazier, Secretary to the Board

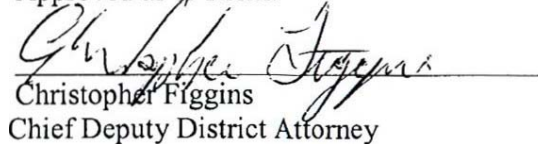
Date of Commission Action:

July 16, 2002

Date of Board Action:

July 11, 2002

Approved as to Form:


Christopher Figgins
Chief Deputy District Attorney

AMENDMENT NO. 1 TO THE
INTERLOCAL CONTRACT BETWEEN
CLARK COUNTY AND THE
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
FOR GOVERNMENTAL SERVICES

This Amendmem No. 1 to the Interlocal Contract, is made and entered into on this _____ day of _____; 2007, by and between the County of Clark, a political subdivision of the State of Nevada, herein referred to as "COUNTY"; and the Clark County Regional Flood Control District, herein referred to as "DISTRICT".

WITNESSETH:

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

WHEREAS, the DISTRICT was created to protect the health, safety, and welfare of residents in Clark County from the impacts of flooding; and

WHEREAS, the DISTRICT desires to obtain assistance from the COUNTY with certain governmental services that are necessary in the operation of the DISTRICT as allowed in NRS 543.510;

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

WHEREAS, on July 11, 2002 the COUNTY and the DISTRICT entered into an Interlocal Contract for Governmental Services and now desire to amend the contract.

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

A. COUNTY'S RESPONSIBILITIES

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

5. Infonnation Technology –paragraphs a) and b) shall be changed to read as follows :

- a) The COUNTY will provide DISTRICT users with access and support for COUNTY-hosted applications including, but not limited to: Decision Master, SAP (Systems Applications Products) the Financial/Human

Resources Enterprise Resource Planning (ERP) project, the Human Resource Management System, and Open Door.

- 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.

B. DISTRICT RESPONSIBILITIES –paragraph 6. and 7. shall be added and read as follows :

- 6. The DISTRICT will pay \$37,782.00 to the COUNTY for SAP (Systems Applications Products) services rendered through the Enterprise Resource Planning (ERP) project for Fiscal Year 2006/07.
- 7. The DISTRICT will pay \$43,547.00 to the COUNTY for SAP (Systems Applications Products) services rendered through the Enterprise Resource Planning (ERP) project for Fiscal Year 2007/08.

Thereafter, the DISTRICT will pay the fiscal year costs for the services rendered in this clause not to exceed an annual incremental increase of ten percent (10%) of the actual costs paid for the annual ERP services in the prior fiscal year. The DISTRICT will budget for the annual ERP services. The COUNTY will invoice the DISTRICT by June 30 of each year for services rendered under this clause and the DISTRICT will pay the COUNTY within thirty (30) days after the invoice date.

C. MUTUALLY AGREED -paragraph 4. shall be changed to read as follows:

- 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: Virginia Valentine, County Manager

TODISTRICT: Clark County Regional Flood Control District
 600 S. Grand Central Parkway, 3rd Floor, Suite 300
 Las Vegas, NV 89106-4511

Attn: Gale Wm.Fraser, II, P.E.
 General Manager/Chief Engineer

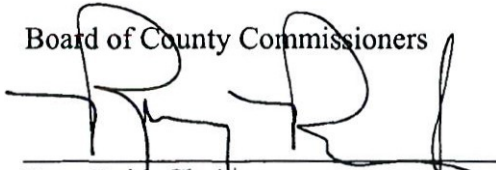
All other sections of the original Government Services Interlocal Contract dated July 11, 2002 shall remain unchanged.

WITNESSES:

WHEREOF, the parties hereto have caused this Amendment No. 1 to the Government Services Interlocal Contract to be executed this day and year first written above.

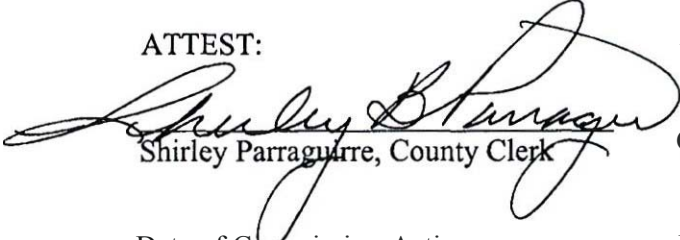
CLARK COUNTY

Board of County Commissioners



Rory Reid, Chairman

ATTEST:



Shirley Parraguirre, County Clerk

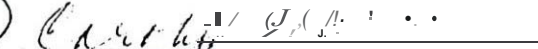
Date of Commission Action: _____

CLARK COUNTY

REGIONAL FLOOD CONTROL DISTRICT
Board of Directors

Lawrence L. Brown, Chairman

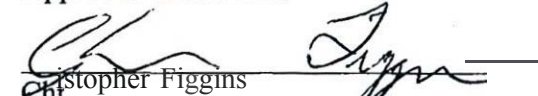
ATTEST:



Carolyn Frazier, Secretary of the Board

Date of Board Action: _____

Approved as to Form:



Christopher Figgins
Chief Deputy District Attorney

AMENDMENT NO. 2 TO THE
INTERLOCAL CONTRACT BETWEEN
CLARK COUNTY AND THE
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
FOR GOVERNMENTAL SERVICES

This Amendment No. 2 to the Interlocal Contract, is made and entered into on this _____ day of _____, 2012, by and between the County of Clark, a political subdivision of the **State** Nevada, herein referred to as "COUNTY"; and the Clark County Regional Flood Control District, herein referred to as "DISTRICT".

WITNESSETH:

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

WHEREAS, the DISTRICT was created to protect the health, safety, and welfare of residents in Clark County from the impacts of flooding; and

WHEREAS, the DISTRICT desires to obtain assistance from the COUNTY with certain governmental services that are necessary in the operation of the DISTRICT as allowed in NRS 543.510; and

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

WHEREAS, an interlocal contract was entered into between COUNTY and the DISTRICT on July 11, 2002 and amended on November 8, 2007;

WHEREAS, pursuant to Section C.1, the DISTRICT wishes to exercise the option to renew the interlocal contract for an additional ten (10) year term commencing on July 1, 2012 and ending June 30, 2022.

WHEREAS, the COUNTY is in agreement with the option to renew the agreement for an additional ten year period.

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

Section C. MUTUALLY AGREED, paragraph 1 and 4 shall be changed to read as follows:

1. The Interlocal Contract shall remain in full effect for a ten (10) year term, commencing on July 1, 2012 and ending on June 30, 2022, with an option to renew for another ten (10) year term if COUNTY and DISTRICT mutually agree

for the option to renew via written correspondence from the DISTRICT to the COUNTY unless otherwise terminated as set forth herein by either party.

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: County Manager

TO DISTRICT: Clark County Regional Flood Control District
 600 S. Grand Central Parkway, 3rd Floor, Suite 300
 Las Vegas, NV 89106-4511
 Attn: General Manager

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

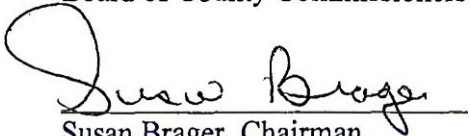
All other sections of the original Governmental Services Interlocal Contract dated July 11, 2002 and Amendment No. 1 dated November 8, 2007 shall remain unchanged.

WITNESSES:

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

CLARK COUNTY

Board of County Commissioners


Susan Brager, Chairman

CLARK COUNTY

REGIONAL FLOOD CONTROL DISTRICT
Board of Directors

Lawrence L. Brown, III, Chairman

ATTEST:


Diana Albano, County Clerk

ATTEST:

Carolyn Frazier, Secretary to the Board

Date of Commission Action:

June 19, 2012

Date of Board Action:

Approved as to Form:

Christopher Figgins
Chief Deputy District Attorney

All other sections of the original Governmental Services Interlocal Contract dated July 11, 2002 and Amendment No. 1 dated November 8, 2007 shall remain unchanged.

WITNESSES:

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

CLARK COUNTY

Board of County Commissioners

Susan Brager, Chairman

ATTEST:

Diana Alba, County Clerk

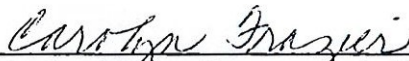
Date of Commission Action:

CLARK COUNTY

REGIONAL FLOOD CONTROL DISTRICT
Board of Directors

~~Lawrence~~ L. Brown, III, Chairman

ATTEST:

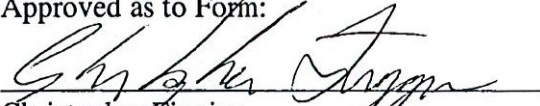


Carolyn Frazier, Secretary to the Board

Date of Board Action:

June 14, 2012

Approved as to Form:



Christopher Figgins
Chief Deputy District Attorney

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
AGENDA ITEM

SUBJECT:
SAP AND BURDEN CHARGES
PETITIONER:
GALE WM. FRASER, JI, P.E., GENERAL MANAGER/CHIEF ENGINEER
RECOMMENDATION OF PETITIONER :
APPROVE THE ADDITIONAL EXPENDITURE FOR THE SAP CHARGES AND THE BURDEN CHARGES FROM THE FY 2008/09 BUDGET

FISCAL IMPACT:

\$24,923.30	SAP additional charges
10,857.00	Burden additional charges
\$35,780.30	Total

BACKGROUND:

This Agenda Item will address two additional charges that have been billed at a higher rate than originally anticipated. Staff is asking the Board to approve the higher charges as fair compensation for services provided and authorize staff to pay the increased fees to the County. Funds are available for the additional charges in the Fiscal Year 2008/09 Budget.

The first charges are for the SAP Finance and Human Resources system. The Governmental Services Interlocal Contract Amendment No. 1 calculates the District will pay the County \$47,901.70 for SAP services rendered for Fiscal Year 2008/09. The actual billing for this period is \$72,825.00-a \$24,923.30 increase above the anticipated charge. Based on the services, computer programs provided, and level of support staff believes that this fee is fair compensation for the services provided by the County.

The second charges are for the Burden charges that translate into accounting services, District Attorney support, Finance Department, Human Resources, etc. provided by the County to the District throughout the year. The Governmental Services Interlocal Contract allocated \$98,300.00 for the Burden charges in Fiscal Year 2008/09. The actual billing for this period is \$109,157.00-a \$10,857.00 increase above the anticipated charges due in large part to additional costs for the District Attorney, Finance Department, and Human Resources. Staff knows that we could not procure these services for this rate on the open market and recommends paying the fee requested by the County as fair compensation.

Respectfully submitted,

Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

RFCD AGENDA ITEM #11 Date: 11/13/08

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT

SUBJECT:
SAP FINANCIAL AND HUMAN RESOURCES SYSTEM CHARGES
PETITIONER:
GALE WM. FRASER, II, P.E., GENERAL MANAGER/CHIEF ENGINEER
RECOMMENDATION OF PETITIONER :
APPROVE THE ADDITIONAL EXPENDITURE FOR SAP FINANCIAL AND HUMAN RESOURCES SYSTEM CHARGES FROM THE FY 2010-11 BUDGET

FISCAL IMPACT: \$5,159

BACKGROUND :

On July 11, 2002, the District approved an interlocal contract with Clark County to have the County provide governmental services in the areas of Finance; Risk Management; Human Resources; Treasurer; Legal Representation and Counsel; Information Technology; Internal Audit; and General Administrative Services. On November 8, 2007, the Board approved Amendment No. 1 to the interlocal contract to include the District's use of the SAP Financial and Human Resource System, which is utilized by the District to manage all financial, human resource, and payroll transactions. The practice of utilizing County services has proven to be a cost effective one for the District and has provided the District with services and expertise that are required to run an efficient organization.

The interlocal contract stipulates that the cost for services will not exceed an annual incremental increase of ten percent (10%) of the actual costs paid for the annual services in the prior fiscal year. In fiscal year 2010-11, the maximum cost allowed by the contract is \$61,118. The cost being billed to the District is \$66,277, which exceeds the maximum allowed by \$5,159. Costs vary year-to-year as a result of the required efforts by Clark County staff to keep the system up and running, implement required system upgrades, and perform routine maintenance.

Based on the annual services received by the District and the level of support provided by Clark County staff, District staff believes the additional compensation is reasonable, and should be paid to the County. Funds are available in the fiscal year 2010-11 budget to support the additional charges.

Respectfully submitted,

RFCD AGENDA ITEM #08 Date: 12/09/10

Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
AGENDA ITEM

SUBJECT:

BURDEN CHARGES

PETITIONER:

GALE WM. FRASER, II, P.E., GENERAL MANAGER/CHIEF ENGINEER

RECOMMENDATION OF PETITIONER:

APPROVE THE ADDITIONAL EXPENDITURE FOR BURDEN CHARGES FROM THE FY 201 1-12 BUDGET

FISCAL IMPACT: \$7,359

BACKGROUND:

On July 11, 2002, the District approved an interlocal contract with Clark County to have the County provide governmental services in the areas of Finance; Risk Management; Human Resources; Treasurer; Legal Representation and Counsel; Information Technology; Internal Audit; and General Administrative Services (burden charges). On November 8, 2007, the Board approved Amendment No. 1 to the interlocal contract to include the District's use of the SAP Financial and Human Resource System, which is billed separately and is utilized by the District to manage all financial, human resource, and payroll transactions. The practice of utilizing County services has proven to be a cost effective one for the District and has provided the District with services and expertise that are required to run an efficient organization.

The interlocal contract stipulates that the cost for services will not exceed an annual incremental increase of ten percent (10%) of the actual costs paid for burden charges in the prior fiscal year. In fiscal year 201 1-12, the maximum cost allowed by the contract for burden charges is \$109,705. The cost being billed to the District is \$117,064, which exceeds the maximum allowed by \$7,359. Costs vary year-to-year as a result of the required efforts by Clark County staff to provide the services necessary for the District to run an efficient and effective organization.

Based on the annual services received by the District and the level of support provided by Clark County staff, District staff believes the additional compensation for burden charges is reasonable, and should be paid to the County. Funds are available in the fiscal year 201 1-12 budget to support the additional charges.

Respectfully submitted,



Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

RFCD AGENDA
ITEM # 07
Date: 01/12/12

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
AGENDA ITEM

SUBJECT:

SAP FINANCIAL AND HUMAN RESOURCES SYSTEM CHARGES

PETITIONER:

GALE WM. FRASER, II, P.E., GENERAL MANAGER/CHIEF ENGINEER

RECOMMENDATION OF PETITIONER:

APPROVE THE ADDITIONAL EXPENDITURE FOR SAP FINANCIAL AND HUMAN RESOURCES SYSTEM CHARGES FROM THE FY 2012-13 BUDGET (FOR POSSIBLE ACTION)

FISCAL IMPACT: \$5,402

BACKGROUND:

On July 11, 2002, the District approved an interlocal contract with Clark County to have the County provide governmental services in the areas of Finance; Risk Management; Human Resources; Treasurer; Legal Representation and Counsel; Information Technology; Internal Audit; and General Administrative Services. On November 8, 2007, the Board approved Amendment No. 1 to the interlocal contract to include the District's use of the SAP Financial and Human Resource System, which is utilized by the District to manage all financial, human resource, and payroll transactions. Amendment No. 2, which was approved on June 14, 2012, extended the term of the Interlocal contract to June 30, 2022. The practice of utilizing County services has proven to be a cost effective one for the District and has provided the District with services and expertise that are required to run an efficient organization.

The interlocal contract stipulates that the cost for services will not exceed an annual incremental increase of ten percent (10%) of the actual annual costs paid for in the prior fiscal year. In fiscal year 2012-13, the maximum cost allowed by the contract is \$47,053. The cost being billed to the District is \$52,455, which exceeds the maximum allowed by \$5,402. Costs vary year-to-year as a result of the required efforts by Clark County staff to keep the system up and running, implement required system upgrades, and perform routine maintenance.

Based on the annual services received by the District and the level of support provided by Clark County staff, District staff believes the additional compensation is reasonable and should be paid to the County. Funds are available in the fiscal year 2012-13 budget to support the additional charges.

Respectfully submitted,



Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

RFCD AGENDA ITEM #08 Date: 09/13/12

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
AGENDA ITEM

SUBJECT:
BURDEN CHARGES
PETITIONER:
GALE WM. FRASER, II, P.E., GENERAL MANAGER/CHIEF ENGINEER
RECOMMENDATION OF PETITIONER:
APPROVE THE ADDITIONAL EXPENDITURE FOR BURDEN CHARGES FROM THE FY 2013-14 BUDGET (FOR POSSIBLE ACTION)

FISCAL IMPACT: \$19,506

BACKGROUND:

On July 11, 2002, the District approved an interlocal contract with Clark County to have the County provide governmental services in the areas of Finance; Risk Management; Human Resources; Treasurer; Legal Representation and Counsel; Information Technology; Internal Audit; and General Administrative Services (burden charges). On November 8, 2007, the Board approved Amendment No. 1 to the interlocal contract to include the District's use of the SAP Financial and Human Resource System, which is billed separately and is utilized by the District to manage all financial, human resource, and payroll transactions. On June 14, 2012, the Board approved Amendment No. 2 to the interlocal contract, which extended the term of the agreement to June 30, 2022. The practice of utilizing County services has proven to be cost effective for the District and has provided the District with services and expertise that are required to run an effective organization.

In fiscal year 2013-14, the maximum cost allowed by the interlocal contract for burden charges is \$131,606. The cost being billed to the District is \$151,112, which exceeds the maximum allowed by \$19,506. Costs vary year-to-year as a result of the required efforts by Clark County staff to provide the services necessary for the District to run an efficient and effective organization.

Based on the annual services received by the District and the level of support provided by Clark County staff, District staff believes the additional compensation for burden charges is reasonable and should be paid to the County. Funds are available in the fiscal year 2013-14 budget to support the additional charges.

Respectfully submitted,



Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer

RFCD AGENDA ITEM #08 Date: 07/11/13
