

INTERLOCAL CONTRACT BETWEEN CLARK
COUNTY AND THE
CLARK COUNTY STADIUM AUTHORITY
FOR GOVERNMENTAL SERVICES

This Interlocal Contract, is made and entered into on this day, , 2016, by and between the County of Clark, a political subdivision of the State of Nevada referred to as "COUNTY"; and the Clark County Stadium Authority, a governmental body created pursuant to SB 1 of the 2016 Special Session of the Nevada Legislature, herein referred to as "AUTHORITY".

WITNESSETH :

WHEREAS, the AUTHORITY was created for the purpose of diversifying, enhancing, and growing the tourism industry within the Las Vegas area by means of financing a National Football League stadium; and

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

WHEREAS, pursuant to Section 26 of SB 1 of the 2016 Special Session of the Nevada Legislature, the AUTHORITY may contract with any governmental entity to provide governmental staff services to the AUTHORITY; and

WHEREAS, the COUNTY has the expertise and as an established entity is willing to provide certain governmental services to the AUTHORITY 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 AUTHORITY and other COUNTY services as determined and mutually agreed to by the AUTHORITY 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 AUTHORITY, the COUNTY and its legally retained consultants will act as the AUTHORITY'S fiscal agent. In so acting, the COUNTY will provide handling of the financial resources of the AUTHORITY subject to the AUTHORITY's discretion as to the disposition of those assets, but the COUNTY should not be construed as exercising independent discretion over those assets. As fiscal agent, the County will provide routine fiscal duties in compliance with NRS 354. Routine fiscal duties shall include the following:

- a) Provide for the accounting of the AUTHORITY's revenues and expenditures including but not limited to: maintaining a general ledger by all required fund types and appropriate account types; 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, and other required reports; preparing and paying accounts payable; maintaining accounts receivable; maintaining fixed asset records; preparing the AUTHORITY's annual budget, and filing the AUTHORITY's annual budget with the State; establishing the appropriate fund types and divisions necessary for the AUTHORITY to conduct business in an orderly fashion; and

providing risk management advisory services.

- b) The COUNTY will provide for purchasing and certain contract administration services as requested by the AUTHORITY, 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 AUTHORITY's Board of Directors meetings; coordination of legal matters; maintaining appropriate documentation; and other purchasing related duties. The COUNTY will provide information about upcoming AUTHORITY bids, construction projects, and quotes to vendors, contractors, and potential bidders for the AUTHORITY as well as provide information to AUTHORITY personnel about new and emerging businesses.
- c) The COUNTY will provide mail and printing services upon request by the AUTHORITY. 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 AUTHORITY with routine legal representation and counsel through the Office of the District Attorney, including statutory construction, contract drafting, contract review, and opinions necessary to accomplish the business operations of the AUTHORITY. The AUTHORITY shall arrange on its own for any necessary litigation services.

3. Treasurer

The COUNTY Treasurer will act as the Treasurer for the AUTHORITY. 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 AUTHORITY; maintaining bank accounts; and investing in appropriate financial instruments in accordance with NRS 355.170. The AUTHORITY'S cash account(s) will be accounted for independently but incorporated with the Clark County Treasurer's Investment Pool.

4. Clerk

At the request of the AUTHORITY, the County Clerk shall keep audio recordings or transcripts of all meetings of the Board; minutes of all the meetings of the Board; a record of all the proceedings and actions of the Board; a copy of any certificates issued or received by the Board; a copy of any contracts made by the Board; and any bonds required by the Board from its employees.

B. AUTHORITY RESPONSIBILITIES

- 1. The AUTHORITY will pay \$36,000 annually or \$3,000 per month to the COUNTY for services rendered through this Interlocal Contract for the remainder of Fiscal Year 2017 and Fiscal Year 2018. Thereafter, the AUTHORITY will pay the actual costs for the services rendered through this Interlocal Contract as agreed to by the AUTHORITY's Chairman or his 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 AUTHORITY will budget for the Annual Burden Charge. The COUNTY will invoice the AUTHORITY by June 30th of each year for services rendered under this Interlocal Contract and the AUTHORITY will pay the COUNTY within thirty (30) days after the invoice date.

C. MUTUALLY AGREED

1. 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 AUTHORITY 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.
2. The AUTHORITY will pay the COUNTY for the services rendered through this Interlocal Contract as mutually agreed.
3. 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 CLARK COUNTY,
 NV 89155-1111

Attn: Jessica Colvin, Chief Financial Officer

TO AUTHORITY: CLARK COUNTY Stadium Authority
 To be determined

4. The parties agree that the COUNTY may directly bill for special projects and services as agreed upon in advance in writing by the AUTHORITY's Chairman or his designee.
5. Nothing in this agreement should be construed as evidence or intent that the officers, employees, and/or agents of one party hereto are the officers, employees, or agents of the other party, except as expressly provided herein. Each party shall be responsible and liable for only the actions of their own officers, employees, and agents, except as expressly provided herein, and no party hereto has a contractual right of indemnity against the other.

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.

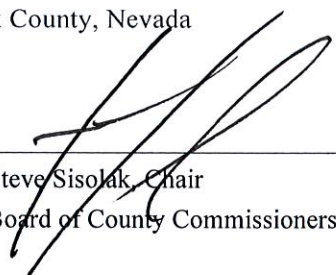
6. Captions

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.

WITNESSES:

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

Clark County, Nevada

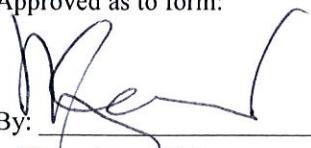
By: 
Steve Sisolak, Chair
Board of County Commissioners

By: _____
Chair
Clark County Stadium Authority

Attest:


Lynn Marie Goya, County Clerk

Approved as to form:


By: _____
Mary-Anne Miller
Chief Deputy District Attorney