AMENDMENT #1 TO INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

State Gaming Control Board  
P.O. Box 8003, 1919 College Parkway  
Carson City, Nevada 89702-8003  
Telephone: 775-684-7713  
FAX: 775-687-5817

and

Clark County Acting By and Through Its  
Information Technology Department  
500 S. Grand Central Parkway, Suite 4016  
Las Vegas, Nevada 89155-1220  
Telephone: 702-455-0030  
FAX: 702-455-4932

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract dated November 18, 2006, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

1.1 Paragraph 3, Contract Term, is amended to read:  
"This Contract shall be effective upon approval to June 30, 2010, unless sooner terminated by either party as set forth in this Contract."

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended Contract

3. REQUIRED APPROVAL. This Amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original Contract to be signed and intend to be legally bound thereby.

State Gaming Control Board
Public Agency #1

[Signature]

Public Agency #1 Signature

3/16/09

Date

Chief, Administration Division

Title

Clark County
Public Agency #2


Public Agency #2 Signature

Date

Chairman

Title

Approved July 8, 2002
Signature - Board of Examiners

Approved as to form by:

[Signature]
District Attorney for Clark County

On 3-23-09

Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On

Date
EXHIBIT A

Original Contract
INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other 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; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2009 unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

   ATTACHMENT A: SCOPE OF WORK

7. **CONSIDERATION.** Clark County agrees to provide the services set forth in paragraph (6) at the costs specified in Attachment A, with the total Contract or installments payable: on receipt of invoices approved by the State, not exceeding $ 9,000.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT.**
   a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
   b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
   c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to prevailing party reasonable attorneys' fees and costs.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be
through the fault of the party asserting such an excuse, and the excused party is obligated to promptly
perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any defense to indemnification that may exist in law or
equity.
14. **DEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the
purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant
to this Contract, each party is and shall be a public agency separate and distinct from the other party and,
subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control,
and direct performance of the details incident to its duties under this Contract. Nothing contained in this
Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of
an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever
with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of
the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such
party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of
law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability
of such provision shall not be held to render any other provision or provisions of this Contract unenforce-
able.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under
this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this
contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blueprints,
plans, maps, data, system designs, computer code (which is intended to be consideration under this
Contract), or any other documents or drawings, prepared or in the course of preparation by either party in
performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public
inspection and copying. The parties will have the duty to disclose unless a particular record is made
confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced,
prepared, observed or received by that party to the extent that such information is confidential by law or
otherwise required by this Contract.
21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this
Contract on behalf of each party has full power and authority to enter into this Contract and that the
parties are authorized by law to perform the services set forth in paragraph (6).
22. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties
hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties
consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s)
constitute the entire agreement of the parties and such are intended as a complete and exclusive
statement of the promises, representations, negotiations, discussions, and other agreements that may
have been made in connection with the subject matter hereof. Unless an integrated attachment to this
Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts
in language between any such attachment and this Contract shall be construed consistent with the terms
of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or
amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by
the respective parties hereto, approved by the State of Nevada Office of the Attorney General.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

State Gaming Control Board
Public Agency #1

[Signature]
Public Agency #1 Signature

Clark County
Public Agency #2

[Signature]
Clark County

[Signature] - Nevada State Board of Examiners
Approved as to form by:

[Signature] - District Attorney for Clark County

10.11.06 CHIEF, ADMINISTRATION
Date Title

10/17/06 Chairman
Date Title

APPROVED BY BOARD OF EXAMINERS
On 11/02/06 (Date)
On 11/25/06 (Date)
On 02/5/06 (Date)

Deputy Attorney General for Attorney General, State of Nevada
ATTACHMENT A

SCOPE OF WORK
STATE OF NEVADA GAMING CONTROL BOARD
AND
CLARK COUNTY INFORMATION TECHNOLOGY DEPARTMENT

Clark County’s Information Technology (IT) Department shall provide to the State of Nevada Gaming Control Board (GCB) various IT services at the rates established below. These services include use of applications and specialized programs to directly access data or to retrieve reports from Clark County’s IT Systems, including SCOPE.

Under this Intrastate Interlocal Contract, Clark County relies on the GCB’s certification that the GCB has obtained prior written approval from the originating authority to access this data, and that for each search of the criminal history information performed under this Contract the GCB has either obtained the consent of the individual concerned, or has an otherwise legal, bona fide requirement to review the data.

**EQUIPMENT/SERVICE RATES**

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<th><strong>TELEPROCESSING</strong></th>
<th><strong>RATE</strong></th>
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<tr>
<td>Computer Time</td>
<td>$3,500 per hour</td>
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<tr>
<td>Disk Access</td>
<td>$0.03325 per 1,000 accesses</td>
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<th><strong>BATCH PROCESSING</strong></th>
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<td>Disk Access</td>
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<th><strong>PERSONNEL</strong></th>
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<td>Programmer/Analyst</td>
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<tr>
<td>Telecommunication</td>
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