INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF HENDERSON
TO UTILIZE DEVELOPMENT SERVICES BY ONE PUBLIC AGENCY FOR
DEVELOPMENT PROJECTS SPANNING BOTH JURISDICTIONS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this ______ day of ____________, 2010, by and between the CITY OF HENDERSON through its Building & Fire Safety Department (hereinafter "CITY"), and CLARK COUNTY (hereinafter "COUNTY"), acting through its Building Division of the DEPARTMENT OF DEVELOPMENT SERVICES.

WITNESSETH:

WHEREAS, the respective Development Services and Building Departments for the COUNTY and for the CITY have general authority within their respective jurisdictions for plans review, permit issuance, inspection and oversight of building construction, and regulation of structures within the geographic boundaries of each; and

WHEREAS, at times there are proposed development projects which overlap the COUNTY and CITY boundary lines; and

WHEREAS, Nevada Revised Statutes Chapter 277 provides that two (2) or more public agencies may enter into an interlocal agreement for the performance of a public function;

NOW, THEREFORE, the parties agree as follows:

SECTION ONE

AUTHORITY TO UTILIZE PLANS CHECKING AND INSPECTION SERVICES

Pursuant to this Agreement, the CITY is authorized to perform plans checking and inspection services for all purposes necessary to perform regular plans checking and building site inspections where a proposed development project overlaps a boundary line between the
COUNTY and CITY, on a project specific basis, upon execution of a memorandum of understanding between the COUNTY and CITY for each such project, where the interests of both jurisdictions and the project developer are thereby served. To effectuate a mutual exchange of such authority and duties, the COUNTY is authorized to perform plans checking and inspection services for all purposes necessary to perform regular plans checking and building site inspections for such a cross-jurisdictional construction project upon execution of a memorandum of understanding to such effect on a project specific basis where the identified interests dictate that the COUNTY should administer these regulatory functions.

Excepted from this Agreement are specialized inspections of building construction within the scope of the Special Inspections Program administered by the COUNTY, and to mandate that those certain inspections requiring such specialized skills be performed only by the agencies and inspectors qualified under the COUNTY’s then-current list of approved agencies and inspectors.

SECTION TWO

MAINTENANCE OF RECORDS

The CITY will maintain and provide the COUNTY with access to all records it receives or generates concerning any development project regulated by the CITY under the authority of this Agreement. The COUNTY will maintain and provide the CITY with access to all records it receives or generates concerning any development project regulated by the COUNTY under the authority of the Agreement.

Any notifications required by law or contract shall be made by CITY and COUNTY to the other as applicable.

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SECTION THREE

ADHERENCE TO APPLICABLE LAWS

The CITY and COUNTY mutually agree not to issue permits for any project administered pursuant to this Agreement unless it complies with the 2009 International Building Code, 2009 Uniform Plumbing Code, 2009 Uniform Mechanical Code, 2009 International Residential Codes, 2009 Uniform Fire Code, and the 2008 Uniform National Electrical Code, or successor codes as adopted by the COUNTY and CITY.

SECTION FOUR

ENFORCEMENT OF PROVISIONS

If the CITY encounters difficulties, it may, in its discretion, request enforcement assistance from the COUNTY in the form of criminal citation and civil actions as necessary. If the COUNTY encounters enforcement difficulties, it may, in its discretion, request enforcement assistance from the CITY in the form of criminal citation and civil actions as necessary.

SECTION FIVE

TERM OF AGREEMENT

The initial term of this Agreement shall be five (5) years, to commence on the date that both governing bodies have completed the approval process and executed this Agreement. This Agreement may be terminated earlier without cause by either party, provided that a termination shall not be effective until thirty (30) days after a party has served written notice of termination upon the other party. In the event or termination of this Agreement, any project for which any permit has been issued shall continue to submit to the plans checking and inspections services of the entity issuing such permits. The parties may choose to extend the Agreement beyond the initial five-year term, subject to approval of the governing bodies of COUNTY and CITY.
SECTION SIX

NOTICE

Any notice required under this Agreement must be submitted in writing and sent U.S. Mail, postage prepaid, or by hand delivery, and directed to the appropriate party as follows:

CITY: Director of Building & Fire Safety
City of Henderson
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050

COUNTY: Director/Building Official
Clark County Development Services
4701 West Russell Road
Las Vegas, NV 89118

SECTION SEVEN

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the authorized representatives of each party hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and effective on the date of signature by the authorized representatives for each entity.

CITY OF HENDERSON, NEVADA

By  
ANDY A. HAFEN  
Mayor

DATE: ________________

ATTEST:  
SABRINA MERCADANTE, CMC  
City Clerk

APPROVED AS TO FORM:

RONALD SAILON  
Assistant City Attorney

BOARD OF COMMISSIONERS  
CLARK COUNTY, NEVADA

By  
RORY REID  
Chair

DATE: ________________

ATTEST:  
DIANA ALBA  
County Clerk

CLIFFORD JEFFERS  
Deputy District Attorney