INTERLOCAL CONTRACT FOR
FLAMINGO DIVERSION - SOUTH BUFFALO BRANCH, FLAMINGO WASH TO
SUNSET ROAD

THIS INTERLOCAL CONTRACT, made and entered into this 1st day of
March 2011, by and between the Clark County Regional Flood Control District, hereinafter
referred to as “DISTRICT”, and the County of Clark, hereinafter referred to as “COUNTY”.

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT
may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are generally described in
the 2008 Master Plan Update, Structures No. FLSB 0010, 0053, and 0104, hereinafter referred to
as “Project”; and

WHEREAS, the Project is identified and shown on the attached Exhibit “A”; and

WHEREAS, the Project has been approved by the DISTRICT on its annual Ten Year
Construction Program; and

WHEREAS, the Project has regional flood control significance and is located in the
same hydrographic area as the Las Vegas Valley; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and
promises of the parties hereto, the DISTRICT and the COUNTY agree to the following:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to construction and construction management associated with the
Flamingo Diversion - South Buffalo Branch, Flamingo Wash to Sunset Road. The basic
improvements shall consist of flood water facilities including pipes, channels, dikes, energy
dissipators, channel structures, channel access, and other appurtenances as may be necessary to
control floodwaters. The improvements shall be funded through DISTRICT funds as herein
described. The Project is further identified and shown on the attached Exhibit “A.”

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund Project costs within the limits specified below:

1.  Construction in an amount not to exceed $8,850,000.00.
2. Construction management in an amount not to exceed $800,000.00.

3. The total cost of this Interlocal Contract shall not exceed $9,650,000.00, which includes all the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the Project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The COUNTY will use its best efforts to award the bid for this project by June 15, 2011. Prior to submission of the first payment request, the COUNTY will submit to the DISTRICT a construction schedule and cash flow projection. The COUNTY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four (4) months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the DISTRICT Board of Directors. At the review, the COUNTY will have an opportunity to present information relative to the delays, measures taken to avoid the delays, and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether Project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any interlocal contract(s) associated with the Project and discontinue funding for the remainder of the Project. Funding already spent or appropriated by the COUNTY will not be required to be refunded to the DISTRICT. Project funding can be reconsidered at any time when the COUNTY can demonstrate that the Project can proceed on an acceptable schedule.

3. The COUNTY will comply with the Local Purchasing Act, Chapter 332, and Public Works Projects, Chapter 338 of the Nevada Revised Statutes.

4. The COUNTY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the Project.

5. The COUNTY will require appropriate financial security for the construction of the Project.
6. The COUNTY shall provide all impacted entities and the DISTRICT with the opportunity to provide the COUNTY with input relative to the following processes: scope of services development; consultant selection; design; construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this Project unless specifically superseded by this Contract.

8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the COUNTY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

10. The DISTRICT will pay the COUNTY, or make payment directly to its contractor or its consultant, each month for Project costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

   A. Right-of-way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
   
   B. Predesign engineering (all work prior to design, excluding right-of-way).
   
   C. Design engineering.
   
   D. Construction engineering.
   
   E. Construction (all work after award of construction contract).
   
   F. Environmental: costs incurred by the entity for the preparation of environmental documentation applicable to the Project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g. EIS or EA).
   
   G. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the COUNTY for a period of three (3) years in hard copy form after final Project approval and payment. Following the three (3) year period, the COUNTY shall keep
records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after Project completion.

13. Up to the limits set forth in NRS Chapter 41, the COUNTY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of County officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

14. Any costs found to be improperly allocated to the Project will be refunded by the COUNTY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2016. The DISTRICT may, at any time thereafter, grant extensions or terminate this Interlocal Contract after thirty (30) days notice.

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

By: ___________________________
   SUSAN BRAGER
   Chair

Attest:

_______________________________
DIANA ALBA
County Clerk

Date of District Action: ___________________________

REGIONAL FLOOD CONTROL DISTRICT

By: ___________________________
   LAWRENCE L. BROWN, III, Chairman

Attest:

_______________________________
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

_______________________________
CHRISTOPHER FIGGINS
Chief Deputy District Attorney