INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
AND
CLARK COUNTY

THIS INTERLOCAL AGREEMENT (hereinafter “AGREEMENT”) is entered into this __________ day of __________, 20__ by and between the Clark County Regional Flood Control District (hereinafter “CCRFCD”) and Clark County (hereinafter “COUNTY”) through its’ Departments of Public Works (hereinafter “CCPW”) and Parks and Recreation (hereinafter “CC P&R”) and individually referred to as “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, CCRFCD is a planning and funding agency established in accordance with Nevada Revised Statute 543 with the mission to improve the protection of life and property for existing residents, future residents and visitors from the impacts of flooding while also protecting the environment;

WHEREAS, CCRFCD provides funding to entities in Southern Nevada including COUNTY for the design, construction and maintenance of flood control facilities reflected on the 2013 Las Vegas Valley Master Plan Update (2013 LVVMPU);

WHEREAS, a project design was initiated by CCPW and input was provided from CC P&R to improve the storm flow carrying capacity of a section of the Las Vegas Wash (LVMD 0908 through 1031 on 2013 LVVMPU) and a section of the Flamingo Wash (FLWA 0001 through 0005 on 2013 LVVMPU) through the Club at Sunrise Golf Course (formerly known as the Desert Rose Golf Course), which is publicly owned and operated by CC P&R;

WHEREAS, COUNTY desired to improve the channels with minimal concrete lining and to utilize reinforced turf lining where allowable based on an engineered design;

WHEREAS, maintenance requirements in terms of clean up after a storm event and control of sediment build up are more difficult and expensive for a reinforced turf channel compared to other channel lining types;

WHEREAS, a maintenance and operation plan was developed by the COUNTY’S consultant that defines the responsibilities of CCPW and CC P&R regarding the channels through the golf course and the golf course itself;

WHEREAS, CCRFCD establishes a budget with each member agency including COUNTY for the maintenance and operations of completed flood control facilities, subject to approval by CCRFCD Board of Directors;
WHEREAS, CCRFCD and COUNTY enter into an interlocal agreement annually, for maintenance funding to be provided by CCRFCD to COUNTY for the maintenance and operations of the completed flood control facilities;

WHEREAS, it is desirable by all Parties to establish an equitable funding mechanism for the routine maintenance of the channels through the municipal golf course utilizing the funds allocated in the interlocal agreement set forth above and, subject to approval by CCRFCD’s Board of Directors, budget funds annually for CCRFCD’s share of the maintenance funding for use by COUNTY;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article I. – BUDGET AND FUNDING

A. A report prepared by CC P&R and/or the Clark County Department of Finance detailing actual expenditures for maintenance and operations for storm cleanup, debris removal and removal of sediment deposition in the Las Vegas Wash and the Flamingo Wash through the Club at Sunrise shall be provided to CCPW as eligible expenditures arise during the fiscal year (July 1 through June 30).

B. CCPW shall submit an invoice voucher along with the report in accordance with the annual maintenance work program interlocal agreement between COUNTY and CCRFCD. CCRFCD agrees to reimburse COUNTY for expenditures detailed in the report required per Article I.A. up to $60,000 for Flamingo Wash and $120,000 for Las Vegas Wash. The total reimbursement amount shall not exceed $180,000 annually. These amounts are based on costs for typical channel maintenance in accordance with the operations and maintenance budget for these washes beyond the limits of the golf course. These dollar amounts shall be included annually by COUNTY in their proposed budget for maintenance and operations. Amounts set forth herein are subject to CCRFCD Board of Director approval on an annual basis. If said funds are not approved by CCRFCD Board of Directors in any particular year, then no funding will be available from CCRFCD for the Las Vegas Wash and Flamingo Wash sections referenced in this AGREEMENT.

C. COUNTY is responsible for transferring funds received to CC P&R. Reimbursement will only be provided within the same fiscal year of the approved budget for that year.

Article II. – LIMITATIONS OF EXPENDITURES

A. Funds received by COUNTY from CCRFCD shall only be used for maintenance and operation activities related to the Flamingo Wash and the Las Vegas Wash through the Club at Sunrise Golf Course. Activities are limited to debris clean up following...
storm events throughout the fiscal year and sediment removal within the wash areas to ensure
flow carrying capacities of the washes as established in the engineered design for the channels
are maintained.

B. Expenditures detailed in CC P&R report required per Article I.A. in excess of
the limits identified in Article I.B. will be the responsibility of COUNTY, with no
reimbursement from CCRFCD.

C. Funds received by COUNTY shall not be used for maintenance or operations of
the golf course or to repair storm related or other damage to the golf course that may occur
outside of the limits of the Las Vegas Wash or the Flamingo Wash.

D. Minimum maintenance requirements established in the maintenance and
operation plan for the golf course shall be met. Repair of damage to Las Vegas Wash or
Flamingo Wash resulting from storm related impacts that affect the integrity of the channel
linings and the physical ability of the channels to convey the flow as determined in the
engineered design will be completed in accordance with the latest version of CCRFCD’s

Article III. – AMENDMENT, MODIFICATION, TERM AND TERMINATION

A. This AGREEMENT may be modified or amended only by written, mutual
agreement of all Parties.

B. This AGREEMENT shall automatically terminate on November 7, 2023 or upon
30 days written notice to the other PARTY with or without cause.

Article IV. – APPLICABLE LAWS

The applicable statutes, regulations, policies, directives, and procedures of the State of Nevada
will govern this AGREEMENT and all documents and actions pursuant to it.

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Page 3 of 4
IN WITNESS WHEREOF, this AGREEMENT is executed as of the dates indicated below by CCRFCD, acting by and through its governing board, and by COUNTY, acting by and through its governing board.

Date of District Action: REGIONAL FLOOD CONTROL DISTRICT

____________________

BY:
LAWRENCE L. BROWN, III, Chairman

ATTEST:

____________________

Sherry Allen
Secretary to the Board

Approved as to Form:

____________________

BY:
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

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Date of Commission Action: COUNTY OF CLARK

____________________

BY:
STEVE SISOLAK, Chairman

ATTEST:

____________________

Lynn Marie Goya
County Clerk

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BY:
CAROLYN CAMPBELL
Deputy District Attorney