

INTERLOCAL CONTRACT
FOR LOCAL DRAINAGE IMPROVEMENTS GILMORE AVE – DECATUR BLVD TO
THOM BLVD STORM DRAIN

THIS INTERLOCAL CONTRACT made and entered into as of the 9th day of July, 2009 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

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 PROJECT is identified and shown on the attached Exhibit "A"; and

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

SECTION I – SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to all costs for construction to place in service the Gilmore Ave – Decatur Blvd to Thom Blvd Storm Drain. 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. This 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 costs shall not exceed \$839,900 or 100 percent of construction of the first quarter mile and 50 percent for the remainder of the project, whichever is less.
2. The total cost of this CONTRACT shall not exceed \$839,900 which includes all Items described in Paragraph one above and funds will be made available after July 9, 2009.

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 CITY will use its best efforts to award the bid for this project by December 31, 2009. The CITY will take all reasonable steps possible to avoid delays in the construction of DISTRICT funded projects. Project delays more than four 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 CITY 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 CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of Nevada Revised Statutes.
4. The CITY, 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 CITY will require appropriate financial security for construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY 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 the CONTRACT.
8. The DISTRICT will pay the CITY, for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the category noted below:
 - a. Construction (all work after award of construction contract)
9. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.
10. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.

11. Up to the limits set forth in NRS Chapter 41, the CITY 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 CITY 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.
12. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

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13. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

Date of District Action

October 7, 2009

July 9, 2009

City of Las Vegas

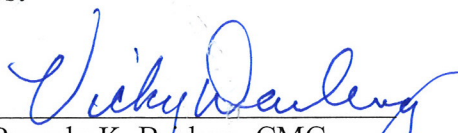
Regional Flood Control District

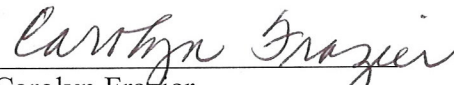
By: 
Oscar B. Goodman, Mayor

By: 
Lawrence L. Brown, III,
Chairman

Attest

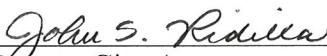
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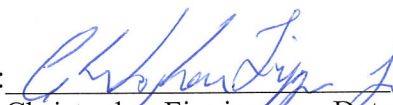
By: 
~~Beverly K. Bridges, CMC~~
City Clerk **By: Vicky Darling, CMC**
Acting City Clerk

By: 
Carolyn Frazier
Secretary to the Board

Approved as to Form

Approved as to Form

By:  7/20/09
Deputy City Attorney Date

By:  7/14/09
Christopher Figgin Date
Chief Deputy District Attorney