

INTERLOCAL CONTRACT

Oakey Drain – Cahlan Drive to Barnard Drive

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of December, 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 flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers FWOK 0076 thru FWOK 0100, 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 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.

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 design associated with the Oakey Drain – Cahlan Drive to Barnard Drive. 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 - PROJECTS COSTS

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

1. The engineering and design shall not exceed \$221,300.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$10,000.
3. Environmental Mitigation in an amount not to exceed \$5,000.
4. The total cost of this Contract shall not exceed \$236,300 which includes all the items described in the paragraphs above.
5. 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.
6. 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 CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
3. 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.
4. The CITY will require appropriate financial security for the construction of the PROJECT.
5. 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.

6. 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.
7. 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 CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
9. The DISTRICT will pay the CITY, 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 Lead 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.
10. 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.
11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
12. 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.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
14. 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.

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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

2/3/2010

December 10, 2009

City of Las Vegas

Regional Flood Control District

By: 
Oscar B. Goodman, Mayor

By: 
Lawrence L. Brown, III,
Chairman

Attest

Attest

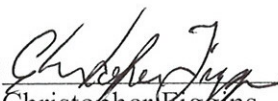
By: 
Beverly K. Bridges, MMC
City Clerk

By: 
Carolyn Frazier
Secretary to the Board

Approved as to Form

Approved as to Form

By: John S. Ridilla 12/23/09
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

By:  Dec 10, 2009
Christopher Figgins Date
Chief Deputy District Attorney



PROPOSED REGIONAL STORM DRAIN FACILITY

EXISTING STORM DRAIN FACILITY

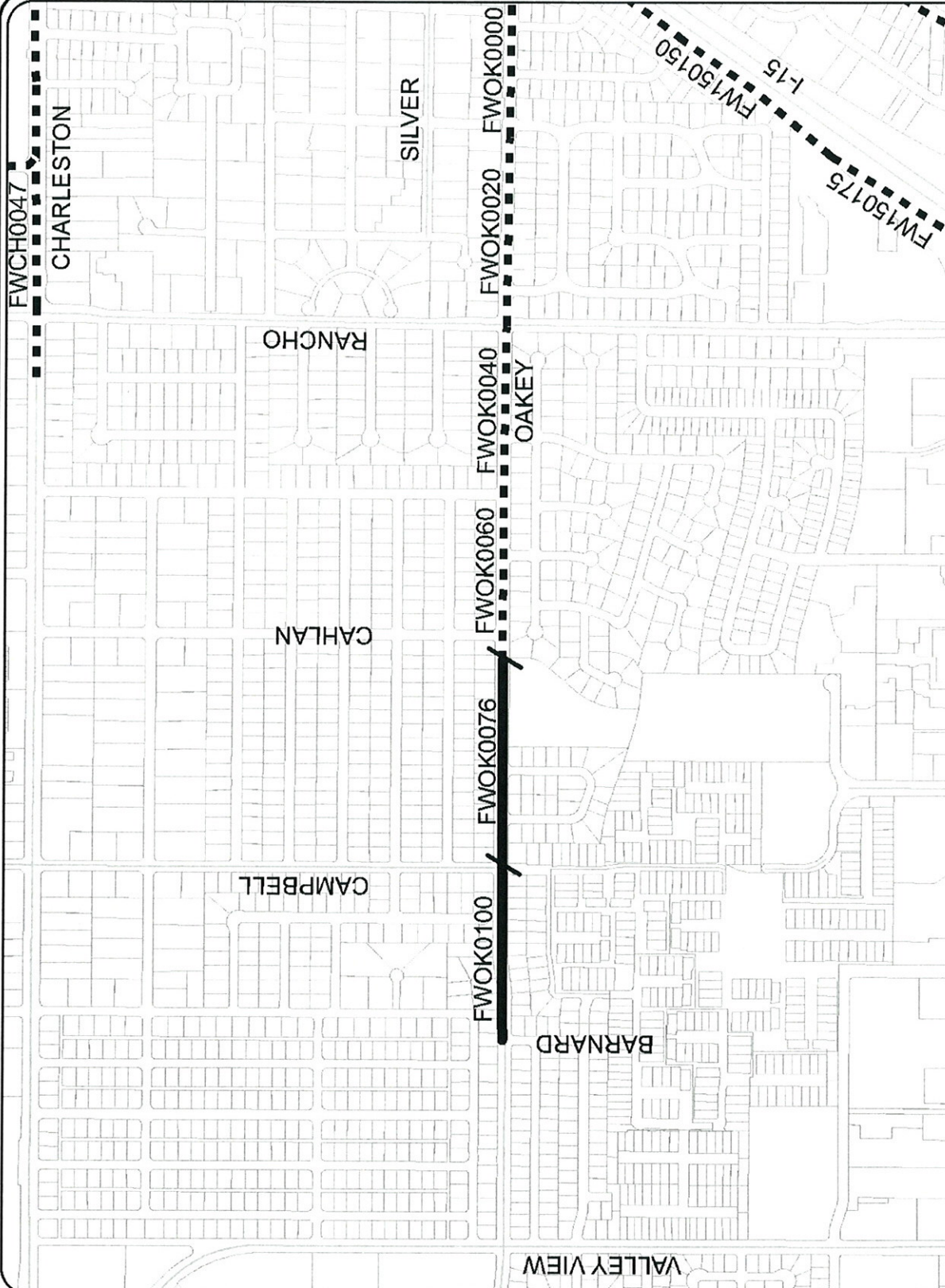


EXHIBIT A
OAKLEY DRAIN - CAHLAN DRIVE TO BARNARD DRIVE
(LAS09Y09)



Due to continuous development activity
this map is for reference only.

Florida Dept. of Engineering, Planning/Hood/KC/Vietme/Exhibit A - OAKLEY CRAN - Citation Drive to Burnside Drive (LAS08198) - 10/23/2009 mod

LAS09Y09