

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND CLARK COUNTY FOR
215 BELTWAY CHANNEL IMPROVEMENTS-
DURANGO DRIVE TO GRAND MONTECITO PARKWAY
WITHIN THE 215 BELTWAY TRAIL-
CENTENNIAL PARKWAY TO DECATUR BOULEVARD**

THIS INTERLOCAL AGREEMENT ("Agreement"), is made by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (the "County") and the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"). County and City are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the later of the date ("Effective Date") approved by the Board of County Commissioners or the Las Vegas City Council, as long as approval by one is within thirty (30) calendar days of approval by the other.

RECITALS

WHEREAS, Nevada Revised Statute ("NRS") Chapter 277.180 provides that one or more public agencies may enter into contracts for the performance of desired services; and

WHEREAS, City is designing and constructing a project known as "215 Beltway Trail-Centennial Parkway to Decatur Boulevard" (the "Project") as generally depicted on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, County desires to improve an existing channel and associated facilities along the Trail corridor (the "Channel"); and

WHEREAS, the location of the Channel is generally depicted on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, County desires that City design and construct the Channel and include the Channel in the Project, including the performance of construction management services; and

WHEREAS, City will select the lowest responsible and responsive bidder ("Contractor") via a design-bid-build procurement in conformance with the requirements of Nevada Revised Statutes ("NRS") Chapter 338 to construct the Project; and

WHEREAS, subject to the limitations set for herein County is willing to pay all costs of the Channel including, but not limited to, engineering, construction management, utility relocations, inspections, quality control, quality assurance, survey, and construction of the Channel.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

AGREEMENT

SECTION I. SCOPE OF THE PROJECT

This Agreement applies to design, construction, and construction management for the Channel. The improvements generally consist of flood control facilities including pipes, channels, energy dissipators, channel structures, channel access, and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through County funds as herein described. The Channel is further identified and shown on the attached **Exhibit "B"**.

SECTION II. CHANNEL COSTS

County agrees to fund Channel costs as follows:

1. The engineering and design costs shall not exceed Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$375,000.00).
2. Construction Management at an estimate cost not to exceed ten percent (10%) of the actual construction costs.
3. Construction at an estimated cost not to exceed Seven Million Forty Thousand and 00/100 Dollars (\$7,040,000.00). Construction amount to be finalized after Project is bid and awarded to Contactor by City.

The total estimated cost of the contract shall not exceed Eight Million Fifty-Five Thousand and 00/100 Dollars (\$8,055,000.00), which includes all of the items described in the Items 1, 2, and 3 above, plus contingency subject to revision based on the actual bid for the construction of the Project.

If at any time during the term of this Agreement the City determines that a portion of the funds provided pursuant to this Agreement, will not be needed for the Channel, then the City will notify the County in writing of the amount of funds that are not anticipated to be used for the Channel. Upon receipt of said notification the County's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

A written request must be made to the County and a Supplemental Interlocal Contract approved by the Board of County Commissioners to increase the total cost of the contract noted above, prior to payment of any additional funds.

SECTION III. GENERAL

1. County shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. City, its officers, employees, and agents 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.
3. City, its employees and agents 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. City will require appropriate financial security from Contractor for the construction of the Project.

5. City shall provide the County with the opportunity to provide input relative to the following processes: scope of services development; consultant selection; design, construction; and monitoring of the effectiveness and impacts of facilities on flood flows.
6. Applicable portions of the current editions of the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by County will apply in developing this Project unless specifically superseded by this Agreement.
7. County will pay City, the invoiced amount, each month for Channel costs as detailed in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - A. Design Engineering; and
 - B. Construction Engineering; and
 - C. Construction (all work after award of construction contract); and
8. Accurate documentation of all work performed and payments made will be maintained by City for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, City shall keep records for permanent storage in original form, in an electronic format.
9. County reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
10. Up to the limits set forth in NRS Chapter 41, City will indemnify and defend County 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 Agreement that results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.
11. Any costs found to be improperly allocated to this Channel will be repaid by City to the County.
12. The items detailed in SECTION II - CHANNEL COSTS must be completed to the satisfaction of County prior to September 1, 2023. County may, at any time thereafter, grant extensions or terminate this Agreement after thirty (30) days' notice.
13. City will use its best efforts to award the bid for this project by August 1, 2020. City will take all reasonable means to avoid delays in the construction. Project delays more than four (4) months, as measured from the date of Project approval by the City Council, may be subject to a formal review by both County and City. At said review, City will have an opportunity to present information relevant to the delays, measures taken to avoid the delays, and the likelihood of those delays continuing.
14. This Agreement may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

ATTEST:

By: _____

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 10/3/18

John S. Ridilla

Date

Deputy City Attorney

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Signature Page (continued)

COUNTY OF CLARK, NEVADA

By: _____
Steve Sisolak, Chair

Date of Board of County Commissioner Approval: _____

ATTEST:

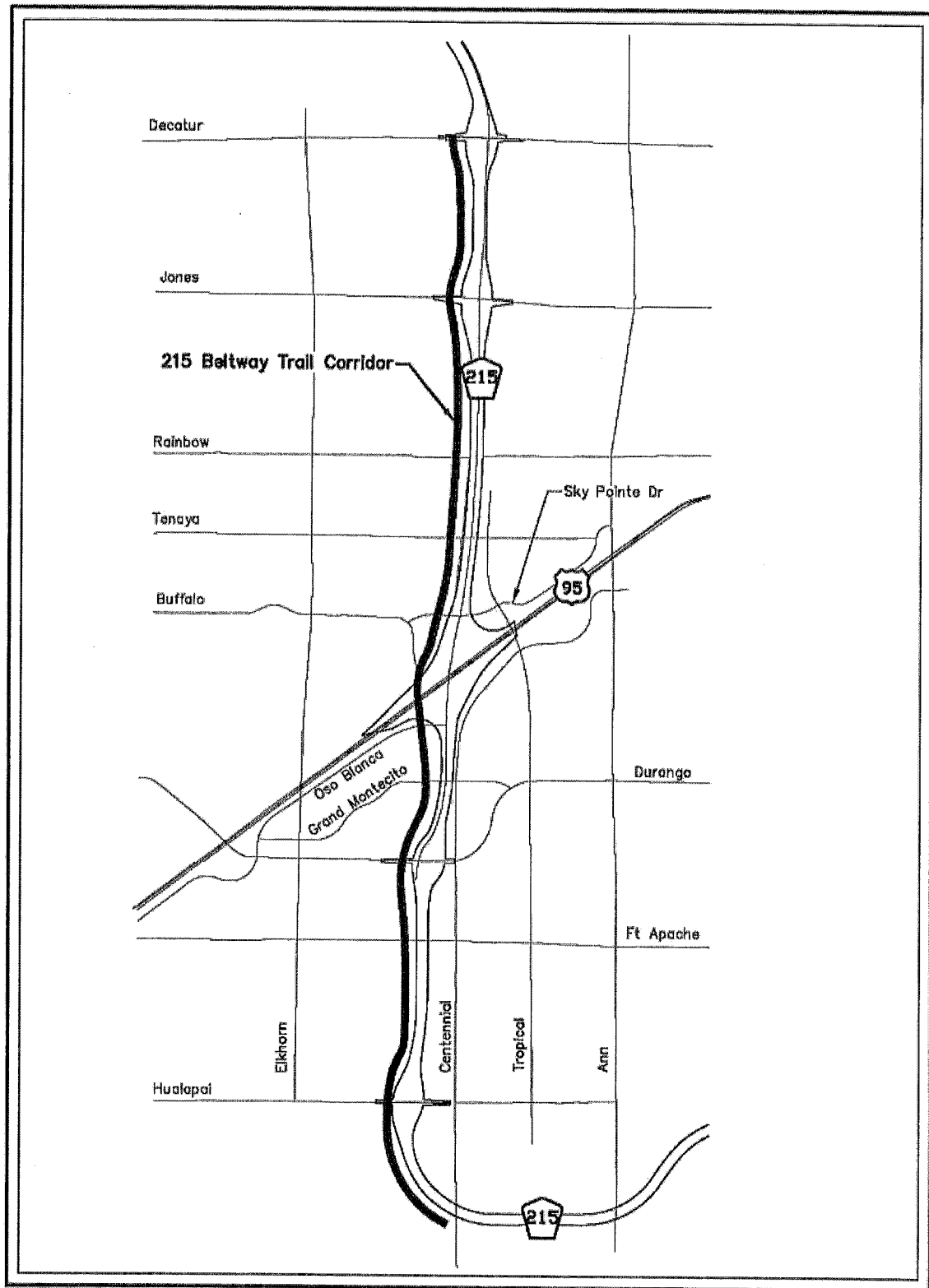
By: _____
Lynn Marie Goya, County Clerk

APPROVED AS TO FORM:

By: _____
Christopher D. Figgins Date
Chief Deputy District Attorney

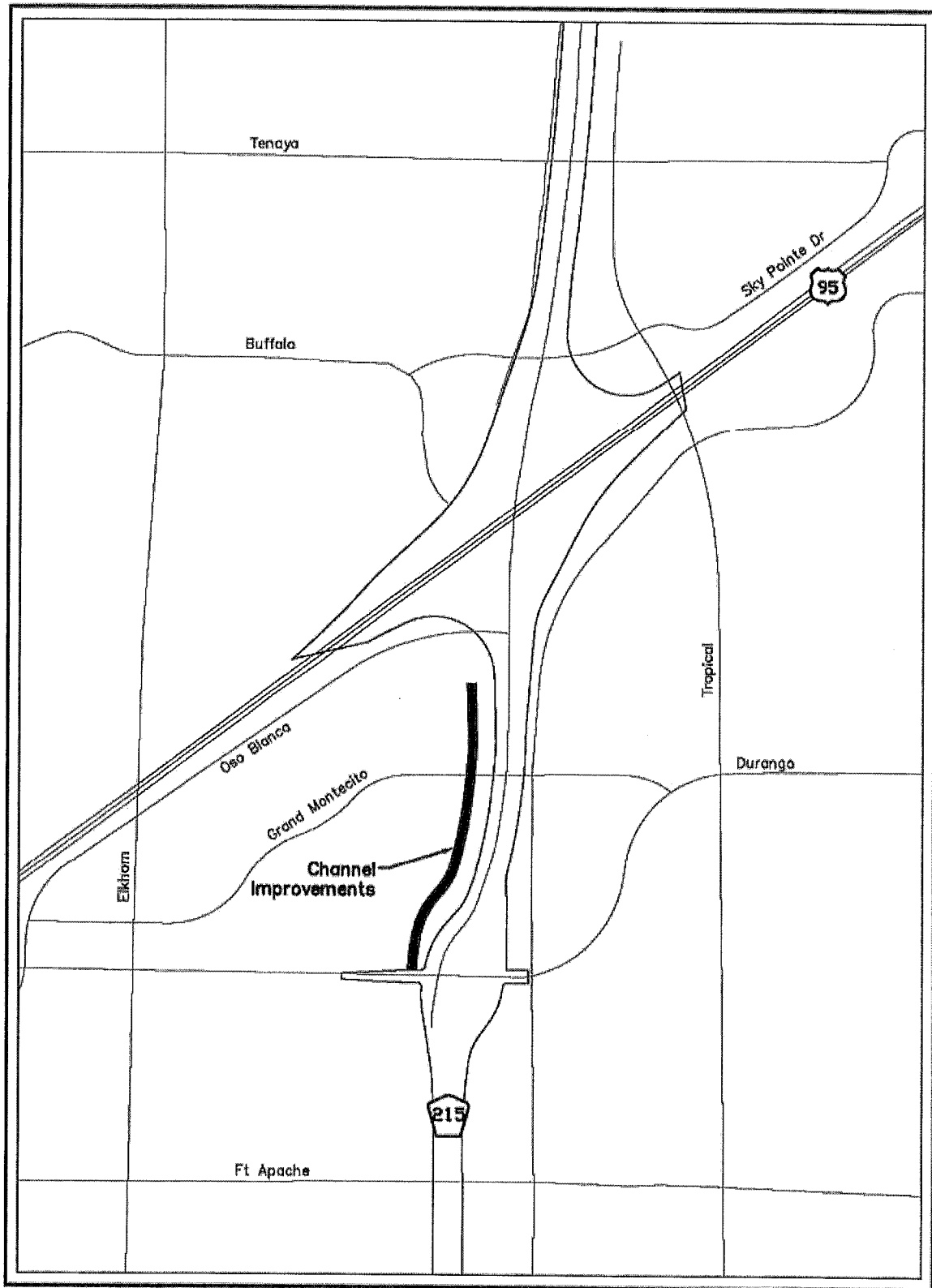
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EXHIBIT A



215 BELTWAY TRAIL - CENTENNIAL TO DECATUR

EXHIBIT B



215 BELTWAY TRAIL – CENTENNIAL TO DECATUR