

INTERLOCAL CONTRACT
SLOAN CHANNEL
LAS VEGAS WASH TO OWENS AVENUE

THIS INTERLOCAL CONTRACT made and entered into as of the 12th day of November, 1992 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT, and County of Clark hereinafter referred to as "COUNTY".

W I T N E S S E T H

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 identified in the Master Plan Update, Structure Nos. RWSL 0314, 0289, 0239, 0216, 0189, 0135 and 0000 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 project priority list; 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 COUNTY agree to the following:

SECTION I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to right-of-way engineering and design engineering of improvements associated with the Sloan Channel between Las Vegas Wash and Owens Avenue. The basic improvements shall consist of flood water facilities including pipes, channels, channel structures, channel access and other appurtenances as may be necessary to control flood waters. 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. Right-of-way engineering and design engineering shall not exceed \$400,000.
2. The total cost of this Contract shall not exceed \$400,000 which includes all the items described in paragraph one above.

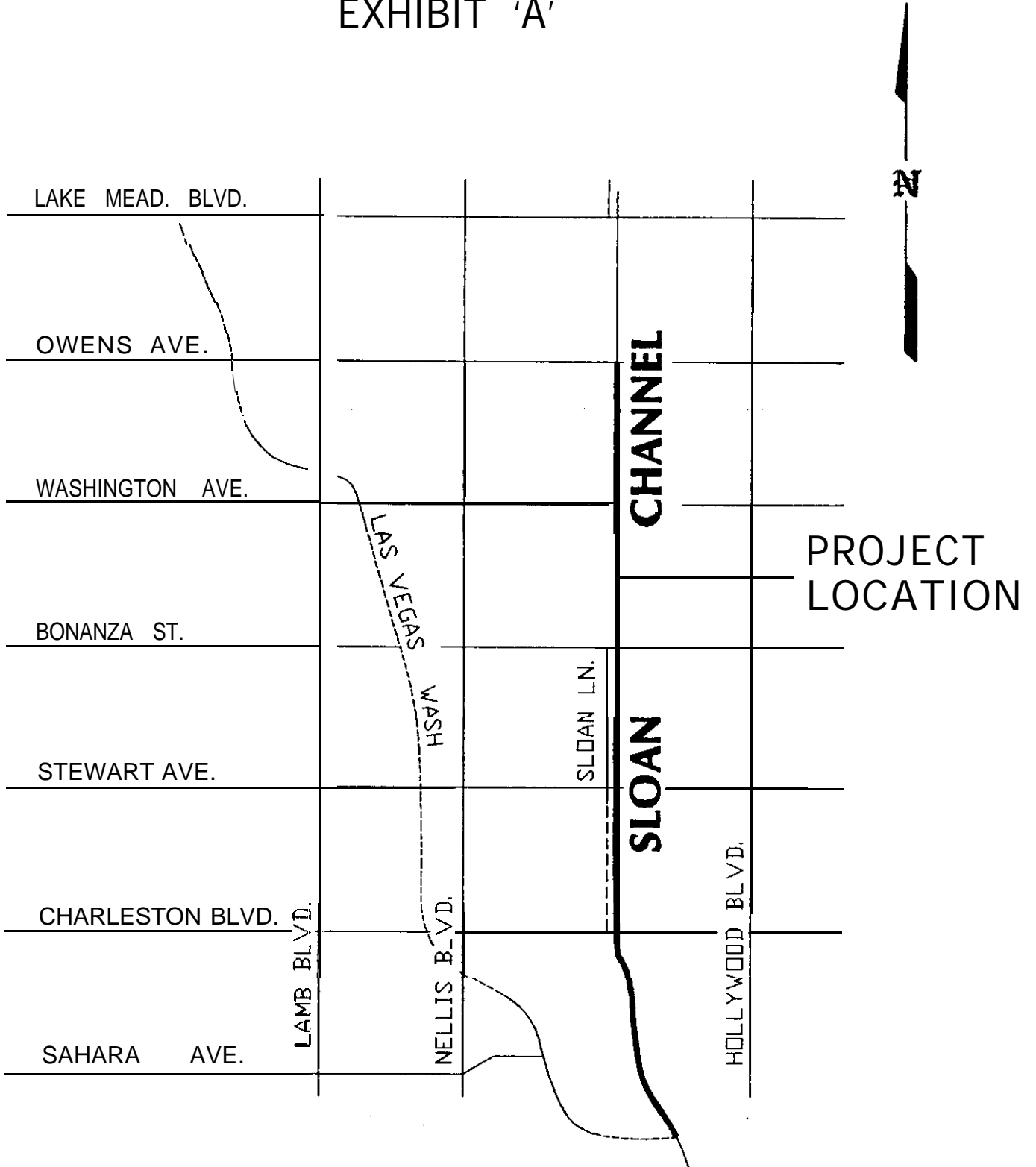
A written request must be made to the DISTRICT and a supplemental interlocal contract approved to increase any of the amounts noted above prior to payment of any addition funds.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The COUNTY will comply with the Local Purchasing Act, Chapter 332 of the Nevada Revised Statutes.
3. 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.
4. The COUNTY will require appropriate financial security for the construction of the PROJECT.
5. 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.
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 COUNTY. 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 make payment to the COUNTY, 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
 1. Design & Surveying
 2. Appraisals, negotiations, land acquisition, legal fees, escrow stamps, recording fees, etc.
 - b. Predesign Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction (all work after award of construction contract)
 - e. Flood Insurance Rate Map amendments or revisions
10. 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 year period, the COUNTY, shall keep records for permanent storage in original form or in microfilm/fiche media.
11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after project completion.
12. The COUNTY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.

EXHIBIT 'A'



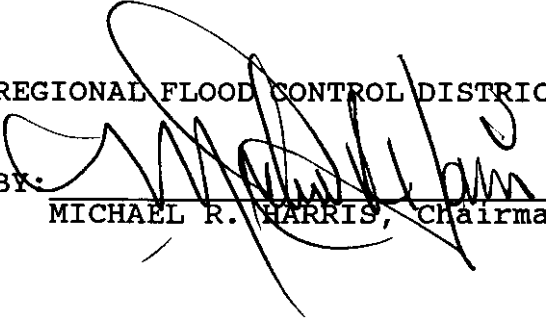
SLOAN CHANNEL
OWENS AVENUE TO **LAS** VEGAS WASH

- 13. Any costs found to be improperly allocated to this PROJECT will be refunded by the COUNTY to the DISTRICT.
- 14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to July 1, 1993. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.


Date of District Action:

NOV. 12 1992

REGIONAL FLOOD CONTROL DISTRICT

BY: 
MICHAEL R. HARRIS, Chairman

ATTEST:


DEANNA LEFKO, Secretary

Approved as to Form:

BY: 
Deputy district Attorney

Date of Commission Action:

12/1/92

COUNTY OF CLARK

BY: 
JAY BINGHAM, Chairman

ATTEST:


LORETTA BOWMAN, County Clerk

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
SLOAN CHANNEL - LAS VEGAS WASH TO OWENS AVENUE

THIS INTERLOCAL CONTRACT made and entered into as of the 14 day of April, 199~~3~~² by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and County of Clark hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, on November 12, 1992 the DISTRICT and the COUNTY entered into an Interlocal Contract for the design of Sloan Channel between Las Vegas Wash and Owens Avenue; and

WHEREAS, the design of Sloan Channel is ninety percent complete; and

WHEREAS, the COUNTY desires to construct that portion of Sloan Channel between Stewart Avenue and Owens Avenue as identified and shown on the attached Exhibit "A"; and

WHEREAS, the COUNTY desires to appraise and acquire the right-of-way required for the Sloan Channel between Las Vegas Wash and Stewart Avenue.

NOW, **THEREFORE**, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the COUNTY agree to supplement the Interlocal Contract approved November 12, 1992 as follows:

SECTION I - SCOPE OF THE PROJECT shall be revised to read as follows:

This INTERLOCAL CONTRACT applies to engineering, right-of-way, construction, and associated construction services for improvements associated with the Sloan Channel between Las Vegas Wash and Owens Avenue. The basic improvements shall consist of flood water facilities including pipes, channels, channel structures, channel access and other

appurtenances as may be necessary to control flood waters. 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 shall be revised to read as follows:

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

1. Design engineering shall not exceed \$300,000.
2. Right-of-way appraisal and acquisition shall not exceed \$100,000.
3. Contract administration, construction engineering, construction, inspection, testing and survey shall not exceed **\$5,000,000**.
4. The total cost of this CONTRACT shall not exceed **\$5,400,000** which includes all the items described in paragraph one, two and three above.

A written request must be made to the DISTRICT and a supplemental interlocal contract approved to increase any of the amounts noted above prior to payment of any addition funds.

Paragraph 14 of SECTION III - GENERAL shall be revised to read as follows:

The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 15, 1995. The DISTRICT may, at any time thereafter, grant extensions or terminate the CONTRACT after thirty (30) days notice.

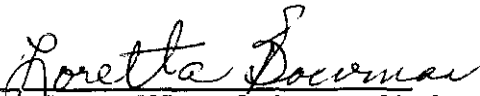
Paragraph 15 shall be added to SECTION III - GENERAL

15. The award of bid for this PROJECT shall occur no later than June 15, 1994. The COUNTY 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 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

The remainder of the Interlocal Contract dated November 12, 1992 remains unchanged.

ATTEST:

CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS


LORETTA BOWMAN, County Clerk

BY: 
JAY BINGHAM, Chairman

Date of Commission Action:

May 17, 1994

ATTEST:

REGIONAL FLOOD CONTROL DISTRICT


DEANNA LEFKO, Secretary

BY: 
IRIS BLETSCH, Chairman

Date of District Action:

APR. 14 1994

Approved as to legality and form:

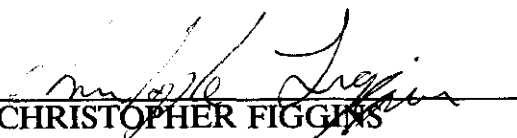
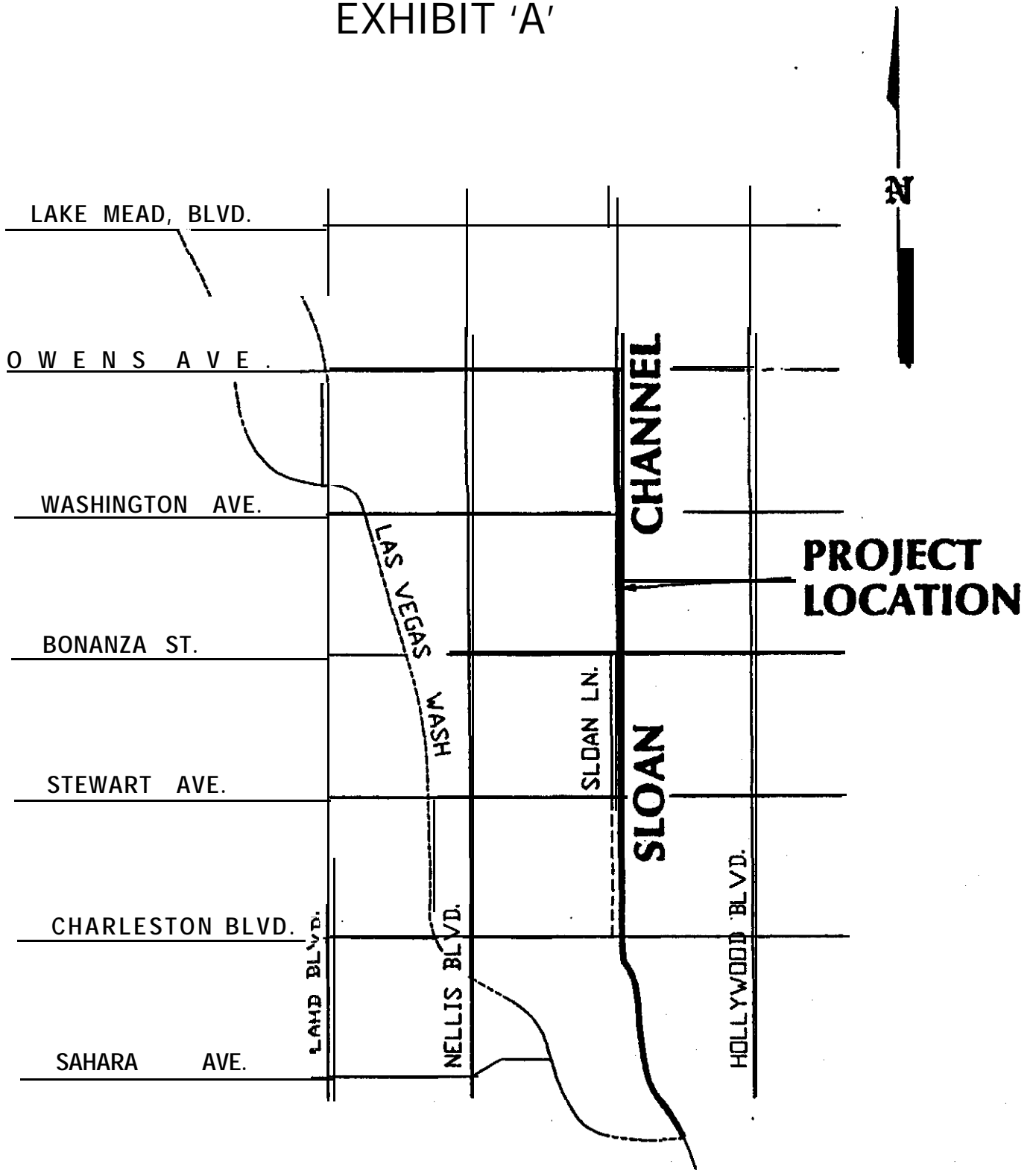

CHRISTOPHER FIGGINS
Deputy District Attorney

EXHIBIT 'A'



**SLOAN CHANNEL
OWENS AVENUE TO LAS VEGAS WASH**

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

SLOAN CHANNEL • LAS VEGAS WASH TO OWENS AVENUE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of October, 1994 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and County of Clark hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, on April 14, 1994 the DISTRICT and the COUNTY entered into the First Supplemental Interlocal Contract to provide funding for the construction of Sloan Channel between Owens Avenue and Stewart Avenue: and

WHEREAS, the COUNTY has awarded a contract to construct that portion of *Sloan* Channel between Stewart Avenue and Owens Avenue as identified and shown on the attached Exhibit "A"; and

WHEREAS, the value of the construction contract is less than the amount encumbered by the DISTRICT as specified in the First Supplemental Contract.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the COUNTY agree to supplement the Interlocal Contract dated November 12, 1992 and the First Supplemental Interlocal Contract dated April 14, 1994 as follows:

SECTION II • PROJECT COSTS shall be revised to read as follows:

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

1. Design engineering shall not exceed \$300,000.
2. Right-of-way appraisal and acquisition shall not exceed \$100,000.
3. Contract administration, construction engineering, construction, inspection, testing and survey shall not exceed **\$3,850,000**.
4. The total cost of this CONTRACT shall not exceed **\$4,250,000** which includes all the items described in paragraph one, two and three above.

A written request must be made to the DISTRICT and a supplemental interlocal contract approved to increase any of the amounts noted above prior to payment of any addition funds.

Paragraph 14 of SECTION III • GENERAL shall be revised to read as follows:

The items covered in SECTION II • PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to July 1, 1995. The DISTRICT may, at any time thereafter, grant extensions or terminate the CONTRACT after thirty (30) days notice.

The remainder of the Interlocal Contract dated November 12, 1992 and First Supplemental Interlocal Contract dated April 14, 1994 remains unchanged.

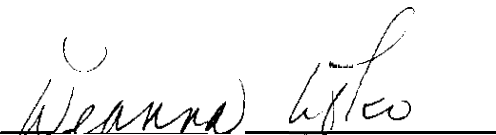
ATTEST:


LORETTA BOWMAN, County Clerk

Date of Commission Action:

November 1, 1994

ATTEST:


DEANNA LEFKO, Secretary

Date of District Action:

OCTOBER 13, 1994

Approved as to legality and form:


CHRISTOPHER FIGGINS
Deputy District Attorney

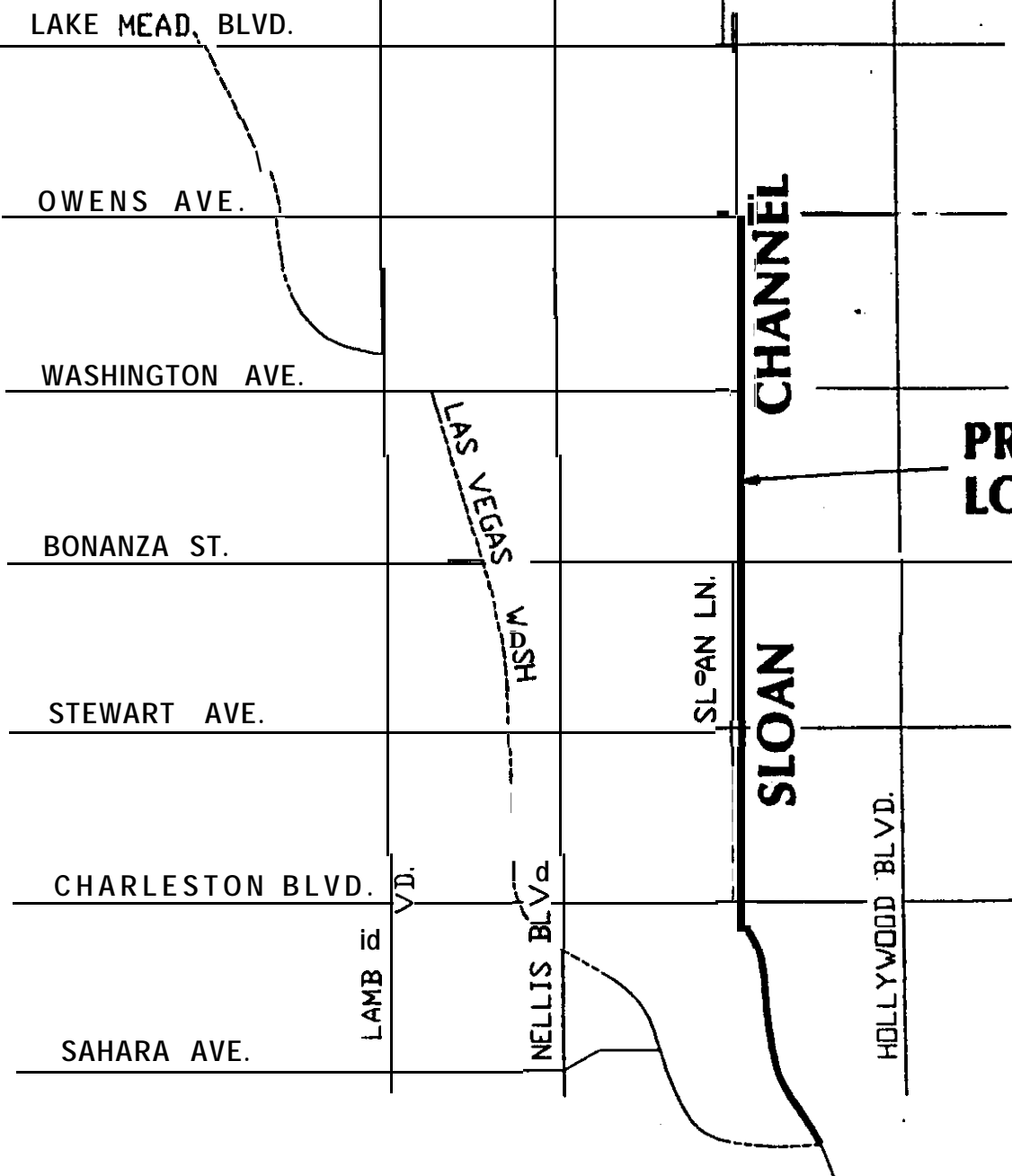
CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: 
JAY BINGHAM, Chairman

REGIONAL FLOOD CONTROL DISTRICT

BY: 
IRIS BLETSCH, Chairman

EXHIBIT 'A'



**PROJECT
LOCATION**

SLOAN CHANNEL
OWENS AVENUE TO **LAS** VEGAS WASH

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
SLOAN CHANNEL • LAS VEGAS WASH TO OWENS AVENUE

THIS INTERLOCAL CONTRACT made and entered into as of the 13th day of June, 199~~8~~⁹ by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and County of Clark hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, on November 12, 1992 the DISTRICT and the COUNTY entered into an Interlocal Contract for the design of Sloan Channel between Las Vegas Wash and Owens Avenue: and

WHEREAS, on April 14, 1994 the DISTRICT and the COUNTY entered into the First Supplemental Interlocal Contract to provide funding for the construction of Sloan Channel between Owens Avenue and Stewart Avenue; and

WHEREAS, on October 13, 1994 the DISTRICT and the COUNTY entered into the Second Supplemental Interlocal Contract to decrease the construction contract amount encumbered by the DISTRICT specified in the First Supplemental Interlocal Contract; and

WHEREAS, construction of the Sloan Channel between Owens Avenue and Stewart Avenue is substantially complete; and

WHEREAS, the COUNTY desires to construct that portion of Sloan Channel between Stewart Avenue and Charleston Boulevard as identified and shown on the attached Exhibit "A".

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the COUNTY agree to supplement the Interlocal Contract dated November 12, 1992, the First Supplemental Interlocal Contract dated April 14, 1994, and the Second Supplemental Interlocal Contract dated October 13, 1994 as follows:

SECTION II - PROJECT COSTS shall be revised to read as follows:

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

1. Design engineering shall not exceed \$300,000.
2. Right-of-way appraisal and acquisition shall not exceed \$100,000. Any unused funding in this category may be used for construction.
3. Contract administration, construction engineering, construction, inspection, testing and survey shall not exceed **\$5,310,000** plus any unused funding provided as specified in Paragraph two above.
4. The total cost of this CONTRACT shall not exceed **\$5,710,000** which includes **all** the items described in paragraph one, two and three above.

A written request must be made to the DISTRICT and a supplemental **interlocal** contract approved to increase any of the amounts noted above prior to payment of any addition funds.


Paragraph 14 of SECTION III - GENERAL shall be revised to read as follows:

The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to February 15, 1997. The DISTRICT may, at any time thereafter, grant extensions or terminate the CONTRACT after thirty (30) days notice. The remainder of the Interlocal Contract dated November 12, 1992, the First Supplemental Interlocal Contract dated April 14, 1994, and the Second Supplemental Interlocal Contract dated October 13, 1994 remains unchanged.

CLARK COUNTY

BOARD OF COUNTY COMMISSIONERS

ATTEST:



LORETTA BOWMAN, County Clerk

BY: 

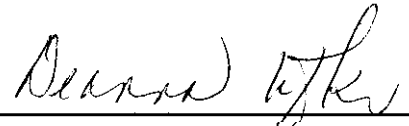
YVONNE ATKINSON GATES, Chair

Date of Commission Action:

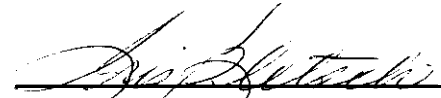
July 2, 1996

ATTEST:

REGIONAL FLOOD CONTROL DISTRICT



DEANNA LEFKO, Secretary


BY: 

IRIS BLETSCH, Chairman

Date of District Action:

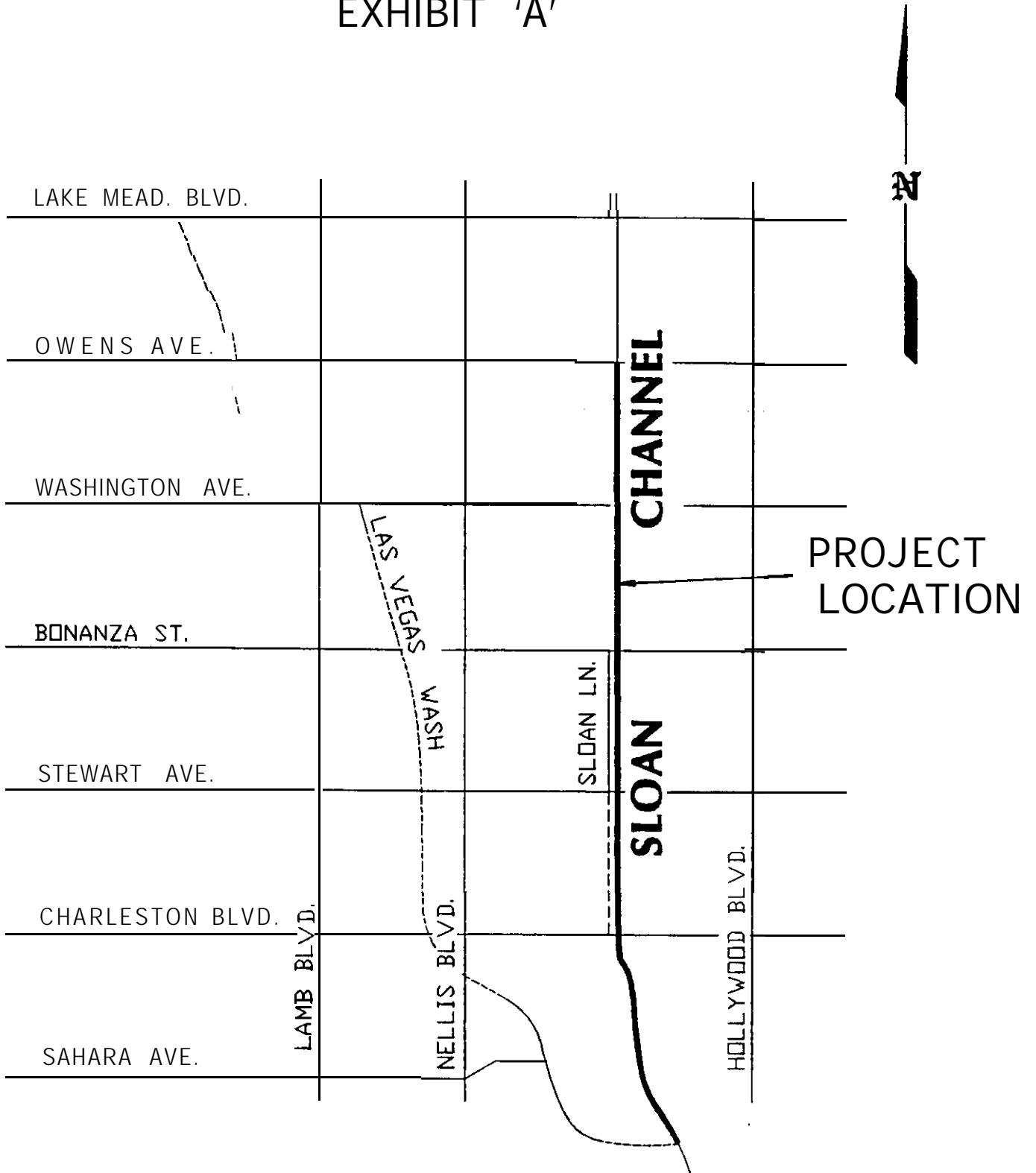
JUN. 13 1996

Approved as to legality and form:



CHRISTOPHER FIGGINS
Deputy District Attorney

EXHIBIT 'A'



SLOAN CHANNEL
OWENS AVENUE TO LAS VEGAS WASH

**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR
SLOAN CHANNEL, LAS VEGAS WASH TO OWENS AVENUE**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of March, 1998, by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and County of Clark, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the DISTRICT approved an Interlocal Contract to provide funds for acquisition, design engineering, construction and construction engineering for the Sloan Channel between Las Vegas Wash and Owens Avenue; and,

WHEREAS, the COUNTY desires to reduce funding and to extend the completion date of the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, it is mutually understood and agreed to supplement the Interlocal Contract approved November 12, 1992, and Supplemental Interlocal Contracts approved April 14, 1994, October 13, 1994, and June 13, 1996, as follows:

SECTION II - PROJECT COSTS shall be changed to read as follows:

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

1. Design engineering shall not exceed \$300,000.00.
2. Right-of-way appraisal and acquisition shall not exceed \$50,000.00. Any unused funding in this category may be used for construction.
3. Contract administration, construction engineering, construction, inspection, testing and survey shall not exceed \$4,660,000.00, plus any unused funding provided as specified in paragraph 2 above.
4. The total cost of this Contract shall not exceed \$5,010,000.00, which includes items described in paragraphs 1, 2, and 3 above.

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

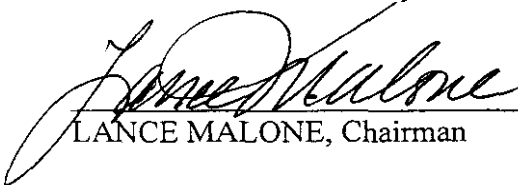
SECTION III - GENERAL, paragraph 14 shall be changed to read as follows:

The items covered in SECTION II -PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 1998. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

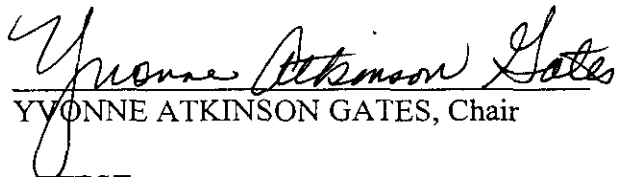
The remainder of the Interlocal Contract dated November 12, 1992, and Supplemental Interlocal Contracts dated April 14, 1994, October 13, 1994 and June 13, 1996 remain unchanged.

REGIONAL FLOOD CONTROL DISTRICT

BOARD OF COUNTY COMMISSIONERS




LANCE MALONE, Chairman



YVONNE ATKINSON GATES, Chair

ATTEST:

ATTEST:



DEANNA LEFKO, Secretary



LORETTA BOWMAN, County Clerk

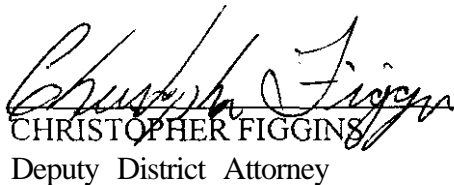
Date of District Action:

Date of Commission Action:

MR. 12 1998

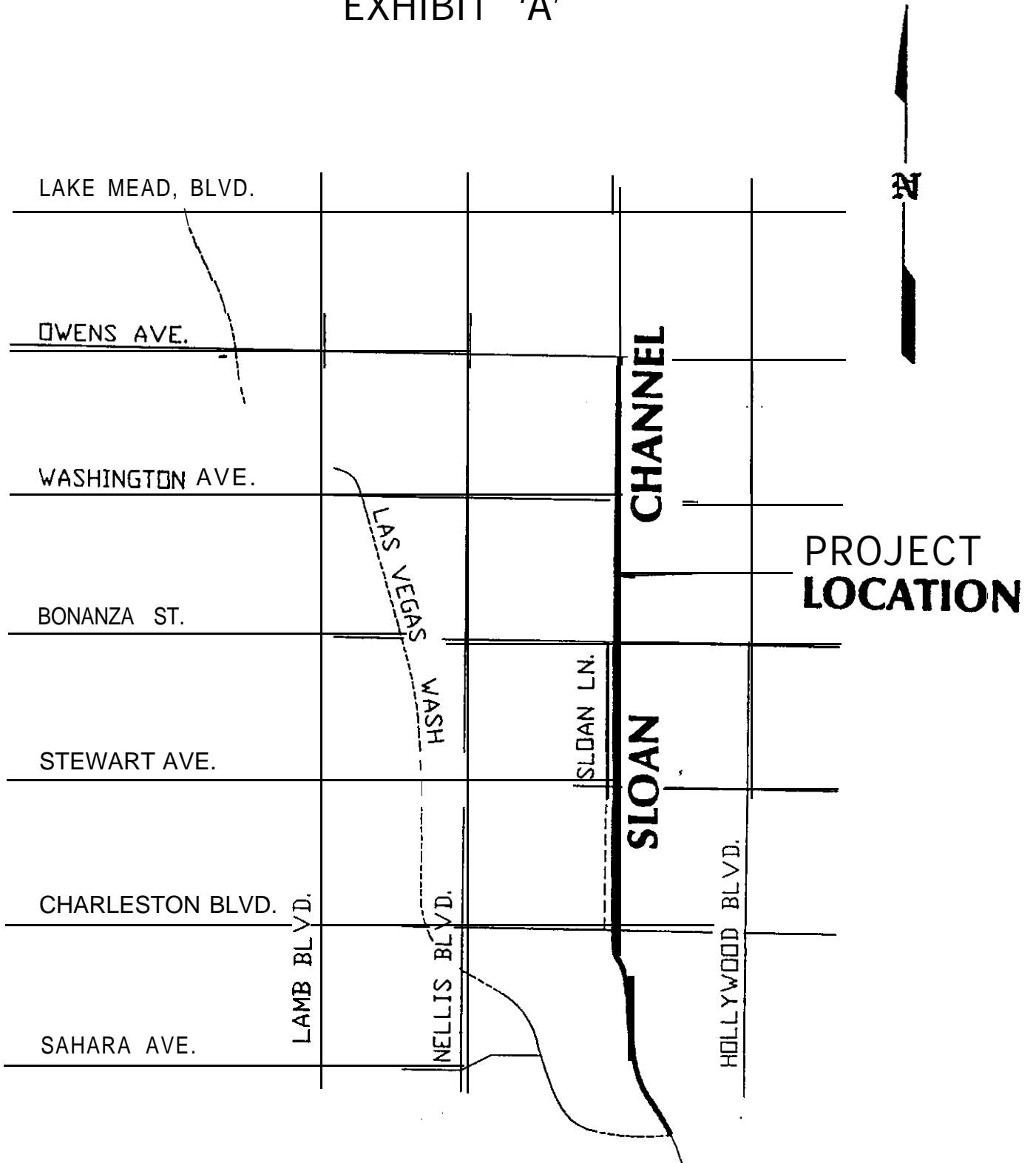
4/7/98

APPROVED AS TO FORM



CHRISTOPHER FIGGINS
Deputy District Attorney

EXHIBIT 'A'



SLOAN CHANNEL
OWENS AVENUE TO **LAS** VEGAS WASH

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT:

FINAL ACCOUNTING REPORT AND PROJECT CLOSEOUT - CLARK COUNTY
(CLA.03.E.92, CLA.03.F.92, CLA.03.G.92, CLA.03.H.93, CLA.06.B.93, CLA.03.C.90,
CL.03.H.93, CLA.06.A.91, CLA.07.A.92, CLA.08.A.92, NEL.01.A.88)

RECOMMENDATION SUMMARY

STAFF: Accept the final accounting report and close out the interlocal contract.

TECHNICAL ADVISORY: Follow the staff recommendation.

CITIZENS ADVISORY: Follow the staff recommendation.

RFCD AGENDA
ITEM #05
Date: 06/11/98

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT:
FINAL ACCOUNTING REPORTS AND PROJECT CLOSEOUTS - CLARK COUNTY
PETITIONER:
GALE WM. FRASER, II, P.E., GENERAL MANAGER/CHIEF ENGINEER

RECOMMENDATION OF PETITIONER:
THAT THE BOARD ACCEPT THE FINAL ACCOUNTING REPORTS AND CLOSE OUT THE INTERLOCAL CONTRACTS

FISCAL IMPACT:


Fund 286 - \$378,049.58
 Fund 444 - \$645,689.03
 Total \$1,023,738.61

BACKGROUND:

Final accounting reports are routinely prepared for District funded projects which have been completed, representing an accurate accounting of the charges and the remaining balances. Upon approval, no additional funds can be expended for these projects. The final accounting reports have been prepared and approved by Clark County for the following projects:

<u>PROJECT</u>	<u>FUND</u>	<u>NUMBER</u>	<u>BALANCE</u>
Van Buskirk/Rochelle-McLeod	444	CLA.03.E.92	\$37,654.73
Van Buskirk Phase V	444	CLA.03.F.92	308,683.82
Van Buskirk Phase IV	444	CLA.03.G.92	108,126.18
Van Buskirk Phase IIA & VI	444	CLA.03.H.93	78,930.20
Range Wash Confluence Det Basin	444	CLA.06.B.93	112,294.10
Van Buskirk Right-of-Way	443	CLA.03.C.90	16,389.63
Van Buskirk Improvements	443	CL.03.H.93	27,156.68
Range Wash Detention Basin	443	CLA.06.A.91	47.75
Sloan Channel	443	CLA.07.A.92	189,211.89
Lower Duck Creek R-O-W	443	CLA.08 A .92	78,205.58
Nelson Flood Control Improvements	443	NEL.01.A.88	67,038.05

Respectfully submitted,



 Gale Wm. Fraser, II, P.E.
 General Manager/Chief Engineer
 0528close.item

TAC AGENDA	RFCD AGENDA
ITEM # 05	ITEM # 05
Date: 05/28/98	Date: 06/11/98

Clark County Regional Flood Control District
Final Accounting Report

05/13/98

Project Number: **CLA07A92** Project Fund: **443**

Project Name: **Sloan Channel**

Interlocal Value: **\$5,010,000.00**

Interlocal Funding Allocation (\$)

<i>Right of Way</i>	<i>Predesign</i>	<i>Design</i>	<i>Construction</i>	<i>Construction Engineering</i>	<i>Other</i>
50,000	0	300,000	4,660,000	0	0

Amount Spent by Category (\$)

Construction	4,650,035.49
Design	170,440.29
ROW	312.33
	<hr/>
	4,820,788.11

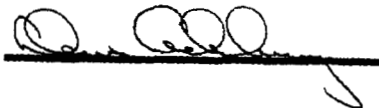
Summary

Interlocal Agreement:	\$5,010,000.00
Minus Amount Spent:	4,820,788.11
Amount to be Returned for Future Use:	<hr/>
	\$189,211.89

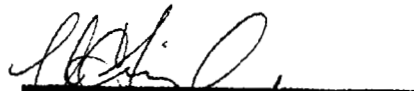


Concur:

Accepted and Approved:



Accounting/Engineering



Public Works Director Date **5/13/98**