

INTERLOCAL CONTRACT

BOULDER HIGHWAY CHANNEL

THIS INTERLOCAL CONTRACT made and entered into as of the 10<sup>th</sup> day of August, 2000,  
by and between the Clark County Regional Flood Control District hereinafter referred to as  
“DISTRICT” and CITY OF HENDERSON 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  
identified in the Master Plan No.C1BH 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 CITY, and the COUNTY OF CLARK.

**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 engineering associated with the Boulder Highway Channel. The basic improvements shall consist of flood water facilities including a reinforced box culvert, pipes, channels, dikes, energy dissipaters, 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. The cost for design shall not exceed \$145,000, or 17 percent of the construction costs, whichever is less.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$5,000.
3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$5,000.
4. The total cost of this Contract shall not exceed \$155,000 which includes all the items described in paragraphs one, two, and three, 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 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 award of bid for this PROJECT shall occur no later than December 31, 2001. 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 the 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 the 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 and 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 this CONTRACT.
8. 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.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

10. The DISTRICT will reimburse 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 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.
11. 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 or in microfilm/fiche media.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects, both during and after project completion.
13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inaction's of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.

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

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2002. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

August 10, 2000

BY: Lawrence L. Brown III

ATTEST:

LAWRENCE L. BROWN III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY Christopher Figgins  
CHRISTOPHER FIGGINS  
Deputy District Attorney

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Date of Council Action:

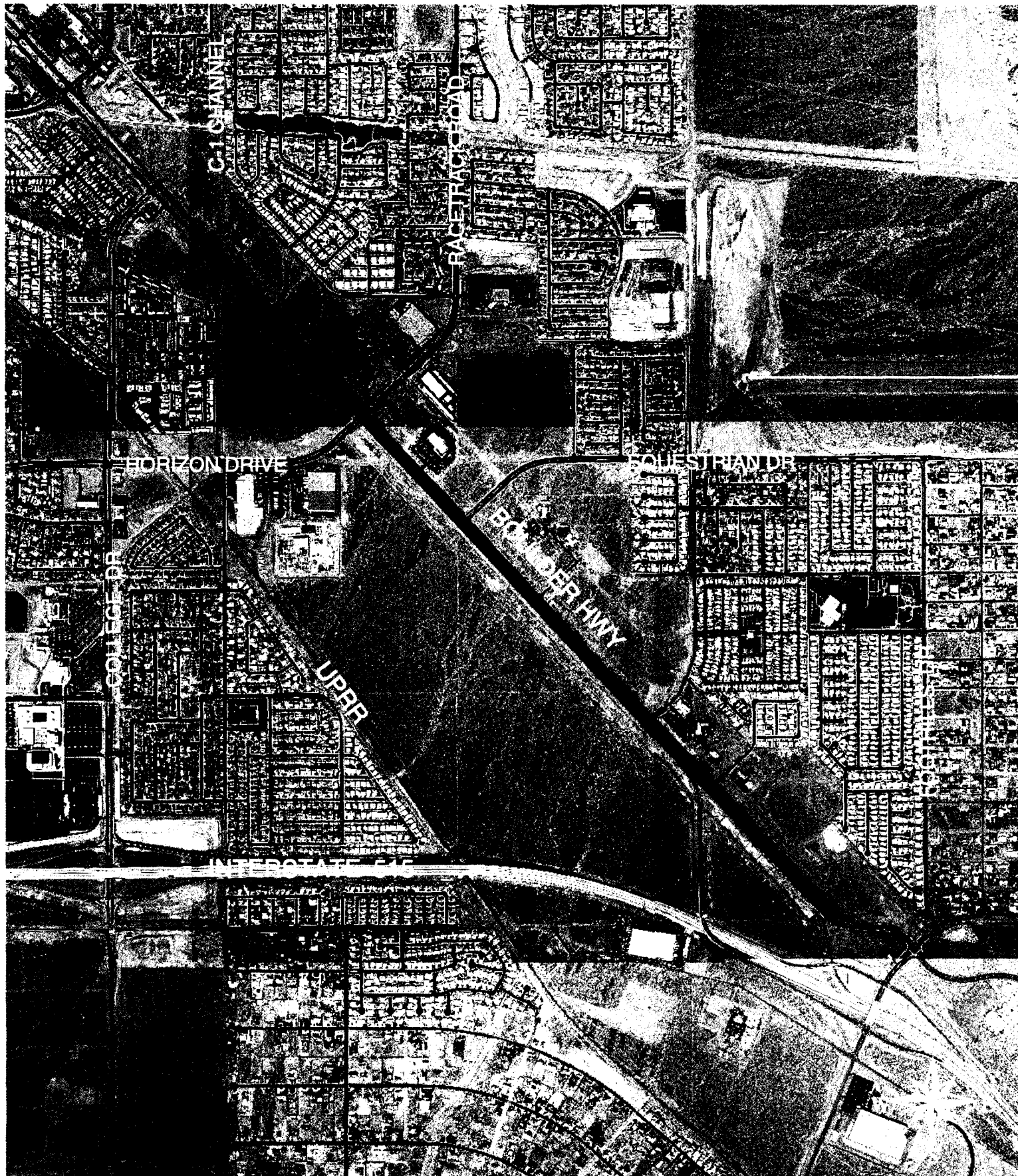
CITY OF HENDERSON

9/5/00  
ATTEST:

BY   
JAMES B. GIBSON, Mayor

  
MONICA SIMMONS, City Clerk

# EXHIBIT A BOULDER HIGHWAY CHANNEL





FIRST SUPPLEMENTAL INTERLOCAL CONTRACT  
BOULDER HIGHWAY CHANNEL

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of this 10<sup>th</sup> day of October, 2002, by and between the Clark County Regional Flood Control District, hereinafter referred to as the "DISTRICT" and the City of Henderson, a municipal corporation, hereinafter referred to as the "CITY."

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 No. C1BH 0000; 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; and

WHEREAS, an Interlocal Contract dated August 10, 2000, was entered into between the DISTRICT and the CITY for design of the Boulder Highway Channel; and

WHEREAS, the CITY wishes to increase funding for design engineering within the interlocal contract;

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 II PROJECT COSTS is revised to read:

1. The cost for design engineering shall not exceed \$182,105.
4. The total cost of this Contract shall not exceed \$200,095.

The remainder of the original Interlocal Contract dated August 10, 2000, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

October 10, 2002

ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Ch Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

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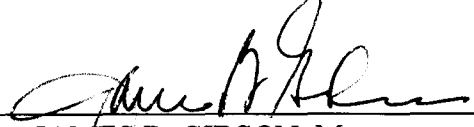
Date of Council Action:

CITY OF HENDERSON

11/5/02

ATTEST:

BY:

  
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JAMES B. GIBSON, Mayor

  
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MONICA SIMMONS, CMC, City Clerk

MONICA SIMMONS, CMC, City Clerk

# EXHIBIT A BOULDER HIGHWAY CHANNEL



SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

BOULDER HIGHWAY CHANNEL

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 12<sup>th</sup> day of December, 2002, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, 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 identified in the 1997 Master Plan Update Structure No. C1BH 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 areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY for design dated August 10, 2000, and a First Supplemental Interlocal Contract dated October 10, 2002, to increase funding for the project; and

WHEREAS, the CITY desires to extend the completion date of the PROJECT.

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 III – GENERAL is revised to read:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2003. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated August 10, 2000, and the First Supplemental Interlocal Contract dated October 10, 2002, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

December 12, 2002

ATTEST:

BY: Lawrence L. Brown III  
Lawrence L. Brown III, Chairman

Carolyn Frazier  
Carolyn Frazier, Secretary to the Board

Approved as to Form:

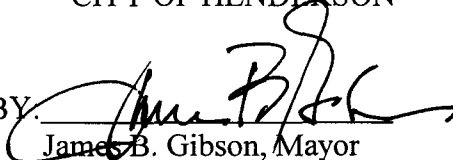
Christopher Figgins  
Christopher Figgins  
Chief Deputy District Attorney

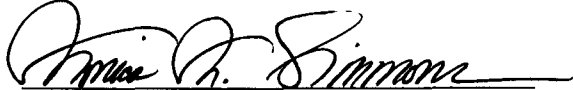
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Date of Council Action:

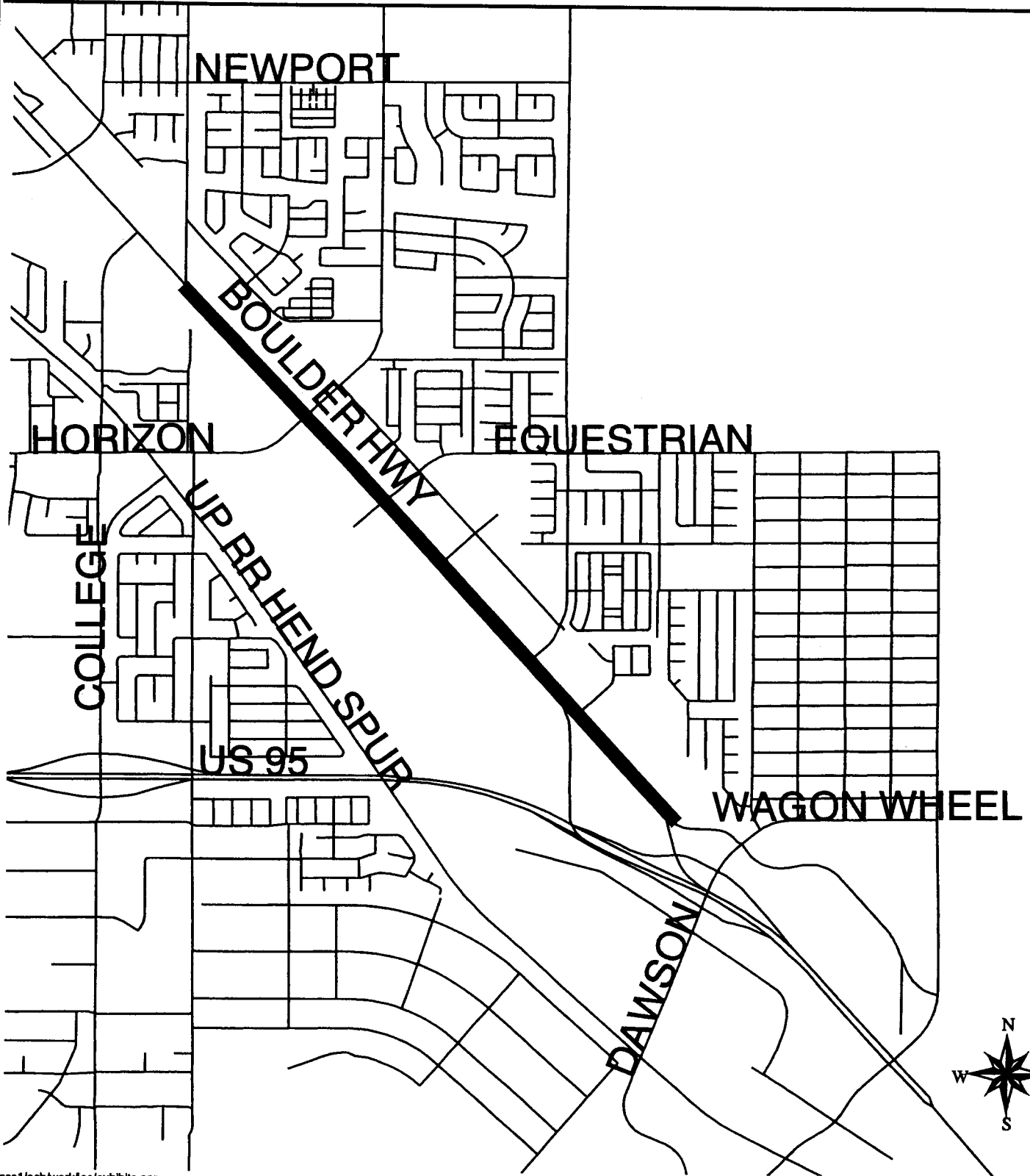
CITY OF HENDERSON

11/7/03  
ATTEST

BY:   
James B. Gibson, Mayor

  
Monica M. Simmons, CMC, City Clerk

# EXHIBIT A BOULDER HIGHWAY CHANNEL





THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

BOULDER HIGHWAY CHANNEL

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of this 15<sup>th</sup> day of May, 2003, by and between the Clark County Regional Flood Control District, hereinafter referred to as the "DISTRICT" and the City of Henderson, a municipal corporation, hereinafter referred to as the "CITY."

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 2002 Master Plan Update Structure No. C1BH 0000; 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 CITY and County of Clark; and

WHEREAS, an Interlocal Contract dated August 10, 2000, a First Supplemental Interlocal dated October 10, 2002, and a Second Supplemental Interlocal Contract dated December 12, 2002, was entered into between the DISTRICT and the CITY for design of the Boulder Highway Channel; and

WHEREAS, the CITY wishes to increase funding for design engineering within the interlocal contract.

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 II PROJECT COSTS is revised to read:

1. The cost for design engineering shall not exceed \$297,105.00.
2. The cost of right of way drawings, descriptions, title reports of the right of way required, and appraisals shall remain at \$5,000.00.
3. Section 14 Environmental Assessment costs shall remain at \$12,990.00
4. The total cost of this Contract shall not exceed \$315,095.00 which includes all the items described in paragraphs one, two and three 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 is revised to read as follows:

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 10, 2000, First Supplemental Interlocal Contract Dated October 10, 2002, and a Second Supplemental Interlocal Contract dated December 12, 2002, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

May 15, 2003  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER, Secretary

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

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Date of Council Action:

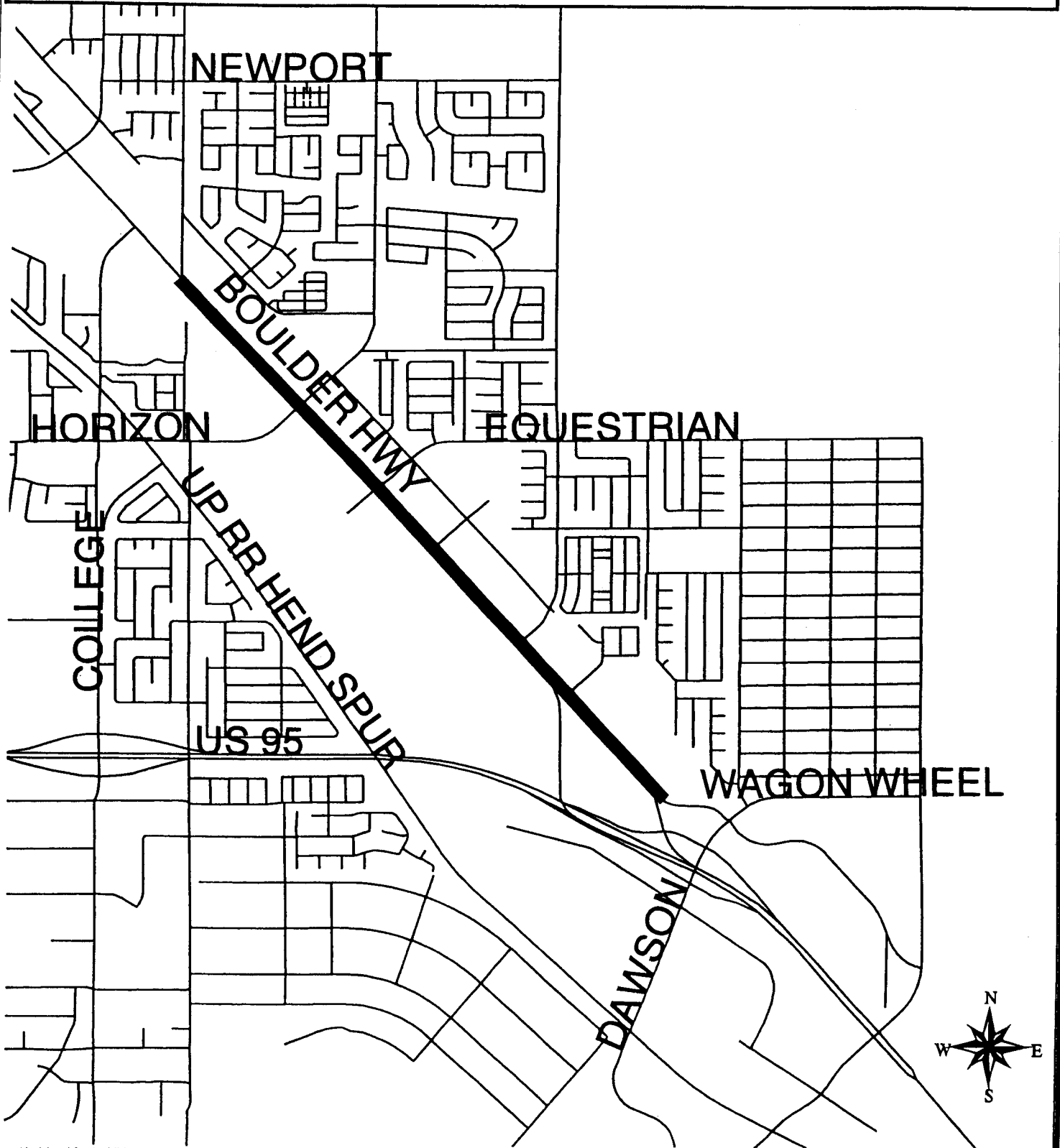
CITY OF HENDERSON

6/17/03  
ATTEST:

BY: James B. Gibson  
JAMES B. GIBSON, Mayor

Monica H. Simmons  
MONICA SIMMONS, CMC, City Clerk

# EXHIBIT A BOULDER HIGHWAY CHANNEL



FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

BOULDER HIGHWAY CHANNEL

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of this 14<sup>th</sup> day of August, 2003, by and between the Clark County Regional Flood Control District, hereinafter referred to as the "DISTRICT" and the City of Henderson, a municipal corporation, hereinafter referred to as the "CITY."

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 2002 Master Plan Update Structure No. C1BH 0000; 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 Ten Year Capital Improvement Program; and

WHEREAS the PROJECT has regional flood control significance and is located in the same hydrographic area as the CITY and County of Clark; and

WHEREAS, an Interlocal Contract dated August 10, 2000, a First Supplemental Interlocal dated October 10, 2002; a Second Supplemental Interlocal Contract dated December 12, 2002; and a Third Supplemental Interlocal Contract dated May 15, 2003, was entered into between the DISTRICT and the CITY for design of the Boulder Highway Channel; and

WHEREAS, the CITY wishes to increase funding for design engineering within the interlocal contract.

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 II – PROJECT COSTS is revised to read:

1. The cost for design engineering shall not exceed \$347,105.00.
2. The cost of right of way drawings, descriptions, title reports of the right of way required, and appraisals shall remain at \$5,000.00.
3. Section 14 Environmental Assessment costs shall remain at \$12,990.00
4. The total cost of this Contract shall not exceed \$365,095.00 which includes all the items described in paragraphs one, two and three 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.

The remainder of the original Interlocal Contract dated August 10, 2000, First Supplemental Interlocal Contract Dated October 10, 2002; a Second Supplemental Interlocal Contract dated December 12, 2002; and a Third Supplemental Interlocal Contract dated May 15, 2003, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

August 14, 2003

ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN III, Chairman

Carolyn Frazier

CAROLYN FRAZIER, Secretary

Approved as to Form:

BY Chris Figgins

CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

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Date of Council Action:

CITY OF HENDERSON

9/16/03

ATTEST:

BY: James B. Gibson  
JAMES B. GIBSON, Mayor

Monica P. Simmons

MONICA SIMMONS, CMC, City Clerk

# EXHIBIT A BOULDER HIGHWAY CHANNEL

