

INTERLOCAL CONTRACT

PITTMAN WASH-RAILROAD CHANNEL DESIGN

THIS INTERLOCAL CONTRACT made and entered into as of the 14th day of September, 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.PTRR 0000 through 0035, 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 CITY and the Nevada Department of Transportation wish to coordinate the
design of the PROJECT with the design of the I 515/I 215 interchange which is currently underway;
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 Pittman Wash-Railroad 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. The design of this project will be coordinated with the design of the I515/I215 interchange being designed by the Nevada Department of Transportation. 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 \$525,000, 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 \$50,000.
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 \$580,000 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

September 14, 2000

BY: Lawrence L. Brown III

ATTEST:

LAWRENCE L. BROWN III, Chairman

Carolyn Frazier
CAROLYN FRAZIER, Secretary

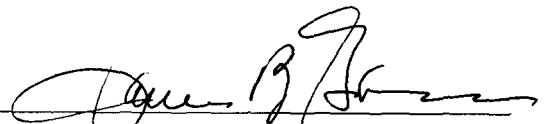
Approved as to Form:

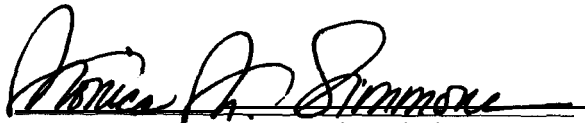
BY: Christopher Figgins
CHRISTOPHER FIGGINS
Deputy District Attorney

Date of Council Action:

CITY OF HENDERSON

10/17/00
ATTEST:

BY: 
JAMES B. GIBSON, Mayor


MONICA SIMMONS, City Clerk

Pittman Wash Railroad Channel

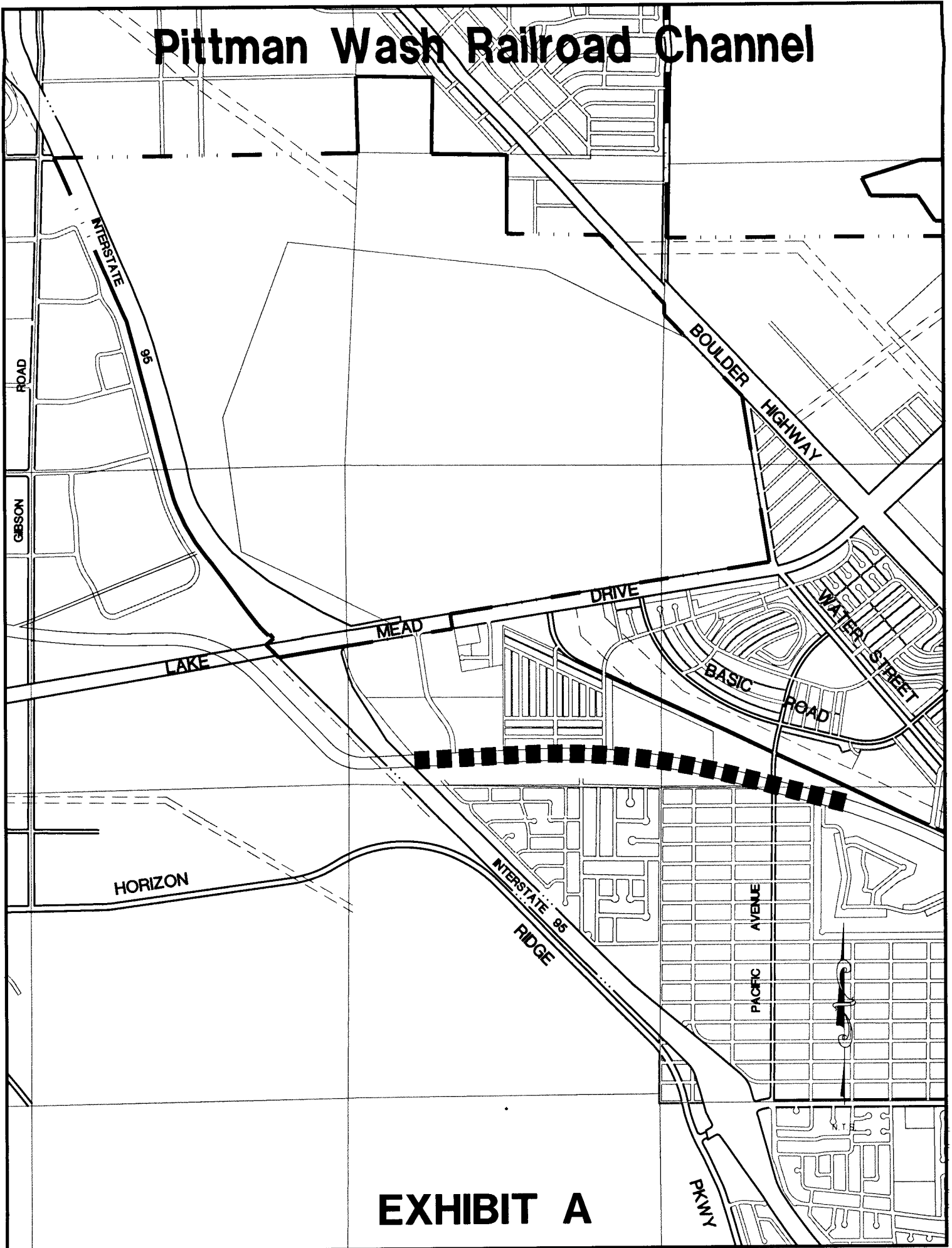


EXHIBIT A

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
PITTMAN WASH RAILROAD CHANNEL

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 9th day of January, 2003, 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. PTRR 0000 through 0035 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 September 14, 2000; 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 September 14, 2000, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

January 9, 2003
ATTEST:

BY: Chip McEl
Lawrence L. Brown III, Chairman

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

Approved as to Form:

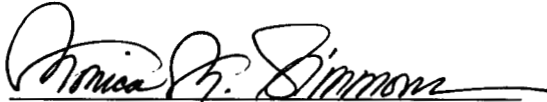
Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

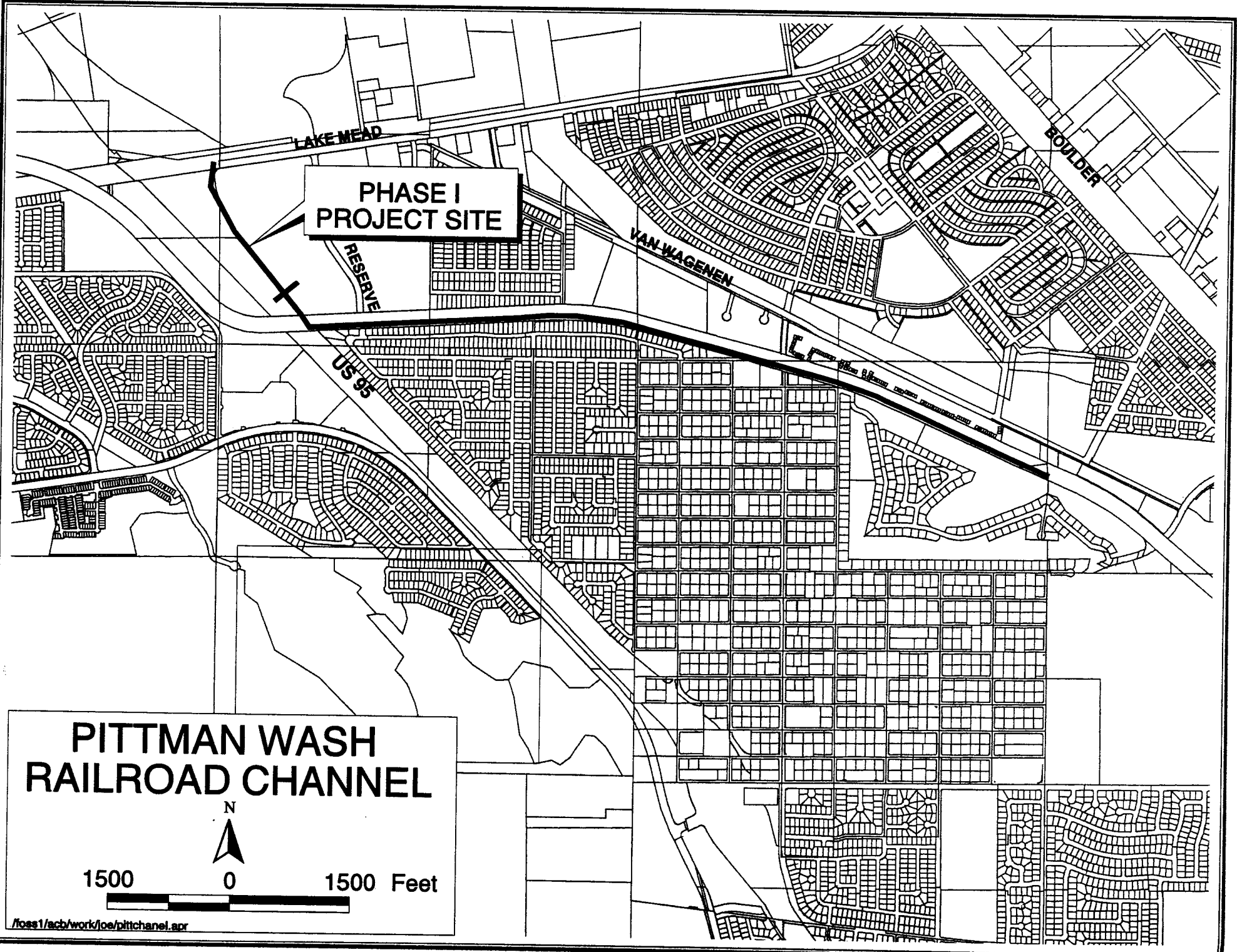
Date of Council Action:

CITY OF HENDERSON

2/4/03
ATTEST

BY: 
James B. Gibson, Mayor


Monica M. Simmons, CMC, City Clerk



**PHASE I
PROJECT SITE**

**PITTMAN WASH
RAILROAD CHANNEL**



1500 0 1500 Feet

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

PITTMAN WASH RAILROAD CHANNEL

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 8th day of January, 2004, 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 were identified in the 1997 Master Plan Update as PTRR 0000 through 0035; and

WHEREAS, the flood control improvements proposed herein are the same as identified in the 2002 Master Plan Update No. PTRR 0000 through 0020 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 Ten Year Construction Program; 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 September 14, 2000, and First Supplemental Interlocal Contract to extend the completion date dated January 9, 2003; 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, 2004. 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 September 14, 2000, and the First Supplemental Interlocal Contract dated January 9, 2003, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

January 8, 2004
ATTEST:

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

Carolyn Frazer
Carolyn Frazer, Secretary to the Board


Approved as to Form:

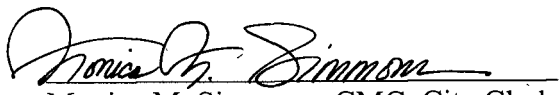
Christopher Figgin
Christopher Figgin
Chief Deputy District Attorney

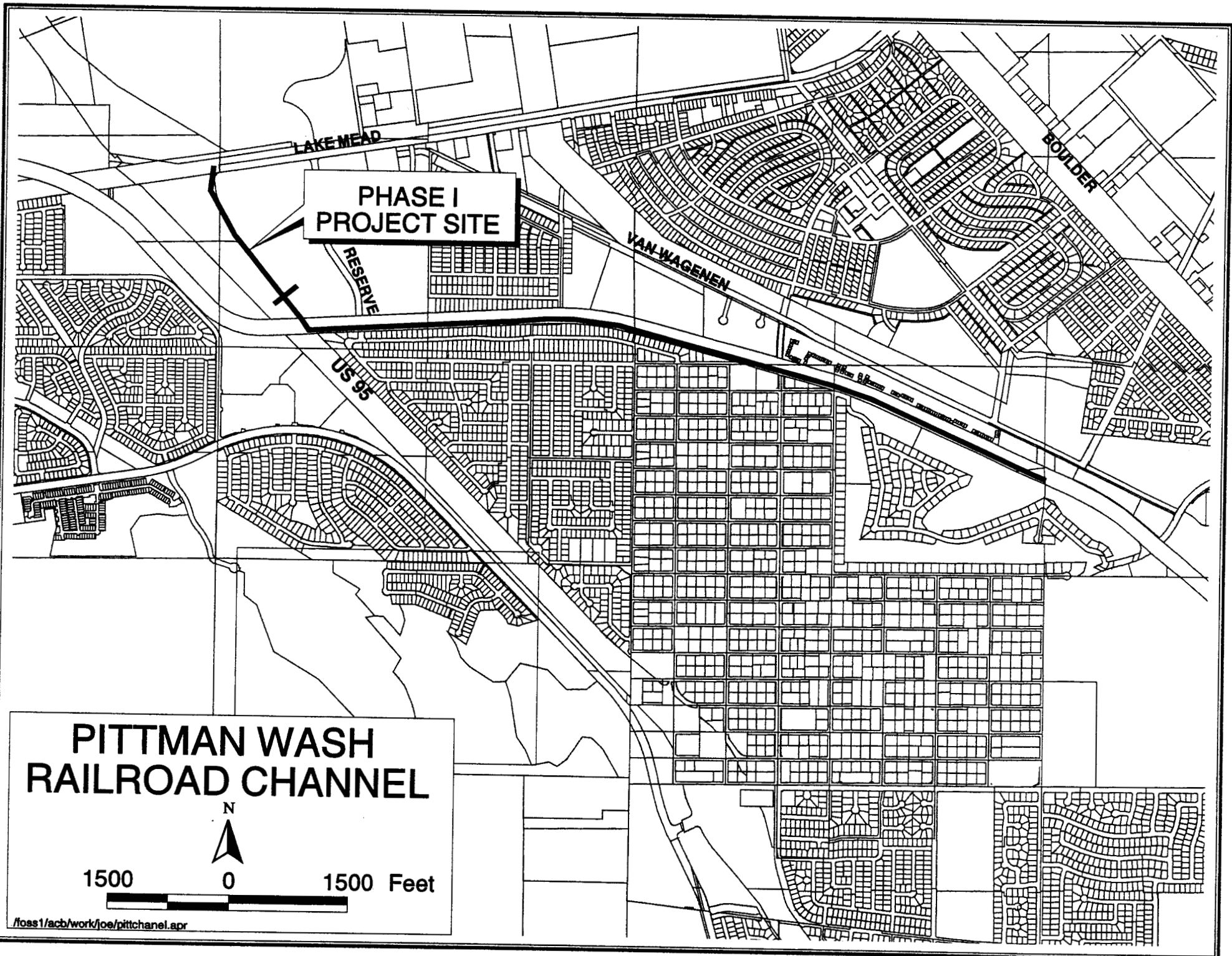
Date of Council Action:

CITY OF HENDERSON

2/17/04
ATTEST

BY: 
James B. Gibson, Mayor


Monica M. Simmons, CMC, City Clerk



PITTMAN WASH RAILROAD CHANNEL



1500 0 1500 Feet



/foss1/acb/work/joe/pitchanel.apr

HEN.15.A.00

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

PITTMAN WASH RAILROAD CHANNEL

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 13th day of January, 2005, 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 were identified in the 1997 Master Plan Update as PTRR 0000 through 0035; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update, Structures No. PTRR 0000 through 0116 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 Ten Year Construction Program; 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 September 14, 2000; First Supplemental Interlocal Contract to extend the

completion date dated January 9, 2003; and Second Supplemental Interlocal Contract to extend the completion date dated January 8, 2004; 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, Paragraphs 13 and 15 are amended to read as follows:

13. 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.
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.

All other sections of the Interlocal Contract dated September 14, 2000, and the First Supplemental Interlocal Contract dated January 9, 2003, and Second Supplemental Interlocal Contract dated January 8, 2004, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

January 13, 2005
ATTEST:

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

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

Approved as to Form:

Chris Figgins
Christopher Figgins
Chief Deputy District Attorney

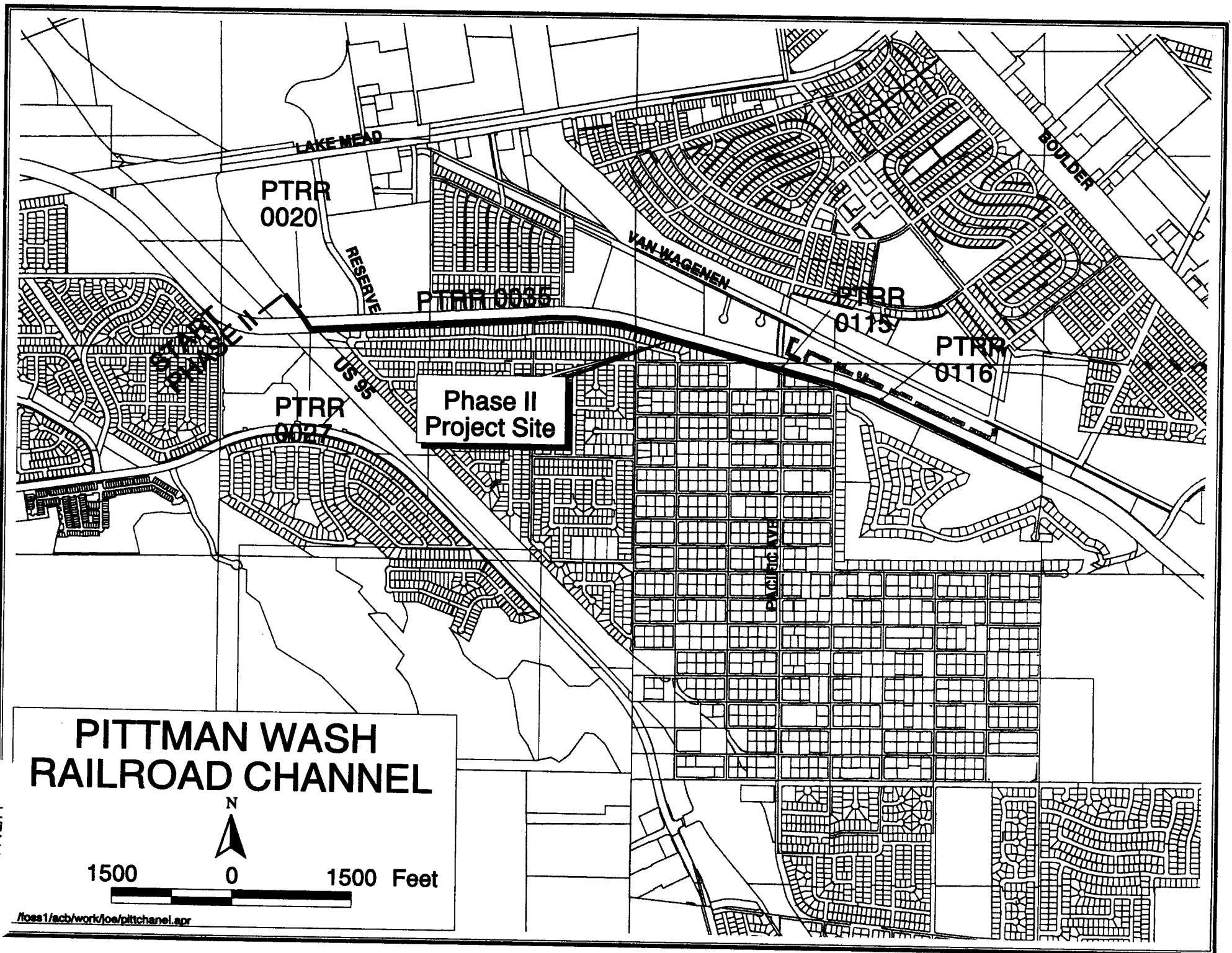
Date of Council Action:

CITY OF HENDERSON

2/15/05
ATTEST

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

Monica M. Simmons
Monica M. Simmons, CMC, City Clerk



PITTMAN WASH RAILROAD CHANNEL



1500 0 1500 Feet

foss1/acb/work/joe/pitchanel.apr

HEN15A00