

**INTERLOCAL CONTRACT FOR CONSTRUCTION OF  
WASHINGTON AVENUE (I-15 TO MARTIN LUTHER KING) AND  
FREEWAY CHANNEL NORTH (WASHINGTON AVENUE TO VEGAS DRIVE)**

THIS INTERLOCAL CONTRACT, made and entered into as of the 9th day of November, 2000 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 identified in the Master Plan No. 1997 , Structure No. LV15 0339 and LV15 0284 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 Clark County, City of Henderson, the City of Las Vegas and the City of North Las Vegas; and

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 all costs for construction administration, construction engineering, and construction costs to place in service the Washington Avenue (I-15 to Martin Luther King Boulevard) and Freeway Channel North (Washington Avenue to Vegas 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 - PROJECT COSTS**

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

1. Construction costs shall not exceed \$4,800,000
2. Construction management shall not exceed \$350,000
3. The total cost of this Contract shall not exceed \$5,150,000 which includes all items described in Paragraphs one and two above.
4. At this time sufficient funds are not available for funding of the PROJECT. Therefore, the entity agrees to advance funding of the PROJECT. The DISTRICT agrees to place the PROJECT on a priority list for funding. The DISTRICT reserves the right in its sole discretion to change the DISTRICT's priority list for funding. Notwithstanding, the DISTRICT agrees to reimburse the CITY for PROJECT costs, without interest, no later than August 2007.
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 October 1, 2003. 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 PROJECT construction.
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 on flood 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 the 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, 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 inactions 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 October 1, 2005. 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, this Interlocal Contract is hereby executed as of the date first set forth above.

Date Of District Action:

November 9, 2000  
ATTEST

Carolyn Frazier  
CAROLYN FRAZIER  
Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

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

Approved as to Form:

Christopher Figgins  
CHRISTOPHER FIGGINS  
DEPUTY DISTRICT ATTORNEY

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DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

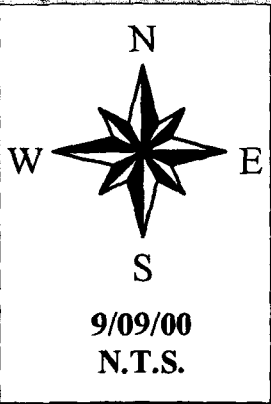
12-20-2000  
ATTEST

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:  
Thomas R. Green  
12-27-00

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**EXHIBIT A**  
**WASHINGTON AVENUE - MLK TO I-15 & FREEWAY CHANNEL NORTH (LV15 0284 & LV15 0339)**

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT  
FOR CONSTRUCTION OF  
WASHINGTON AVENUE (I-15 TO MARTIN LUTHER KING) AND  
FREEWAY CHANNEL NORTH (WASHINGTON AVENUE TO VEGAS DRIVE)**

**THIS INTERLOCAL CONTRACT**, made and entered into as of the 14<sup>th</sup> day of June, 2001 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 identified in the Master Plan No. 1997 , Structure No. LV15 0339 and LV15 0284 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 DISTRICT set a priority to fund the PROJECT on October 12, 2000; and

**WHEREAS**, the DISTRICT entered into an Entity Advance Funding Interlocal Contract for construction on November 9, 2000, for this PROJECT; and

**WHEREAS**, the DISTRICT now has sufficient funds for this PROJECT and is able to meet its obligation to fully fund the PROJECT; and

**WHEREAS**, the PROJECT has regional flood control significance and is located in the same hydrographic area as Clark County, City of Henderson, the City of Las Vegas and the City of North Las Vegas; and

**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 - shall be changed to read as follows:**

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

1. Construction costs shall not exceed \$4,800,000.00.
2. Construction management shall not exceed \$350,000.00.
3. The total cost of this Contract shall not exceed \$5,150,000.00, which includes all items described in Paragraphs one and two above.
4. Sufficient DISTRICT funds are now available for the PROJECT. Therefore, the DISTRICT is able to meet its obligation to fully fund the PROJECT and reimburse the CITY for advanced PROJECT costs, without interest, for eligible PROJECT costs incurred after November 9, 2000.
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 - paragraph 10 shall be changed to read as follows:**

10. The DISTRICT will reimburse the CITY for advanced PROJECT costs up to \$5,150,000.00 according to invoices received or make payment directly to its contractor or consultant each month thereafter 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.

The remainder of the original Interlocal Contract dated November 9, 2000 remains unchanged.

Date of District Action:

*June 14, 2001*

REGIONAL FLOOD CONTROL DISTRICT

BY:

*Laurence L. Brown III*  
LAWRENCE L. BROWN III, CHAIRMAN

ATTEST:

*June 14, 2001*  
*Carolyn Frazier*  
CAROLYN FRAZIER  
Secretary to the Board

Approved as to Form:

*Christopher Figgins*  
CHRISTOPHER FIGGINS  
DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION: *7/18/2001*

CITY OF LAS VEGAS

BY:

*Oscar B. Goodman*  
OSCAR B. GOODMAN, MAYOR

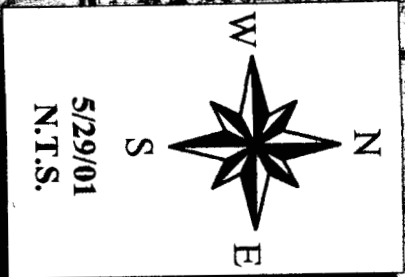
ATTEST:

*Barbara Jo Ronemus*  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

*Robert S. Givan* *7-2-01*  
Date

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MARTIN L. KING BLVD.

VEGAS DR

WASHINGTON AVE.

LV15 0339

LV15 0284

I-15

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**EXHIBIT A**  
**WASHINGTON AVENUE AND FREEWAY CHANNEL NORTH (LV15 0339 & LV15 0284)**