

**INTERLOCAL CONTRACT
UPPER LAS VEGAS WASH**

THIS INTERLOCAL CONTRACT made and entered into as of the 13th day of July, 2000, by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of North 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 1996 Master Plan Update, Facility No. LVUP 0000 through LVUP 0210, 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.

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, right-of-way engineering and right-of-way acquisition for the PROJECT, which includes design of North Las Vegas Detention Basin outfall channel improvements from Elkhorn to Craig Road. The design elements shall consist of flood control facilities, including channel structures, basins, pipes, culverts, drop inlets, energy dissipaters, channel access ramps and/or other appurtenances as may be necessary to control flood waters and accommodate facility maintenance. 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 - PROJECTS COSTS

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

1. The engineering and design shall not exceed \$850,000 or 17% percent of the construction costs, whichever is less.
2. Right-of-way drawings, legal descriptions, title reports on required right-of-way, right-of-way appraisals and right-of-way acquisition shall be completed at a cost not to exceed \$170,000.
3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$10,000.
4. The total cost of this Contract shall not exceed \$1,030,000 which includes all the items described by line items 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, 2002. 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 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 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 right-of-way engineering 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 December 31, 2002. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 13, 2000
ATTEST:

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

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Deputy District Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

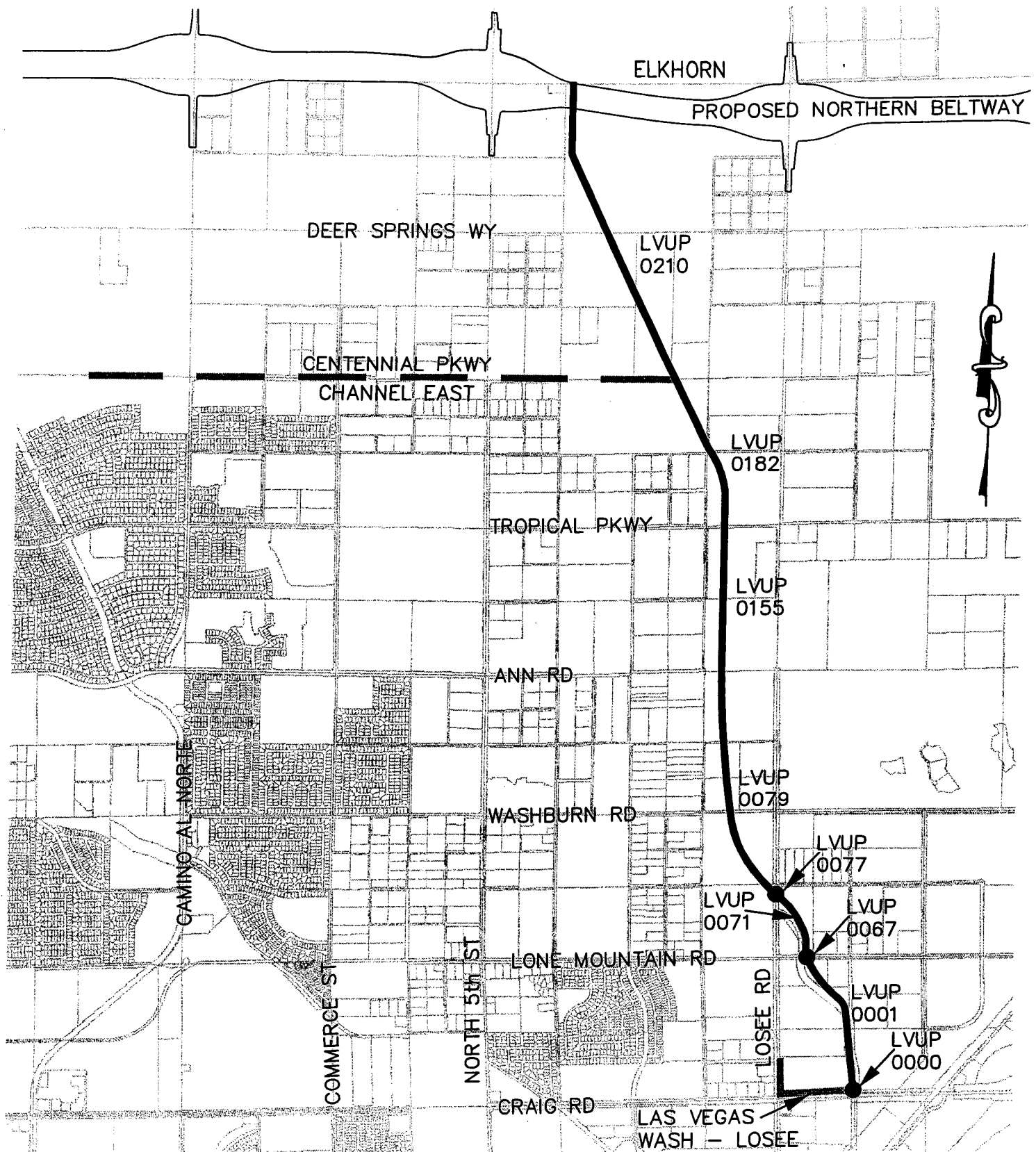
August 16, 2000
ATTEST:

BY: Michael L. Montandon
MICHAEL L. MONTANDON
Mayor

Eileen Seigny
EILEEN SEVIGNY
City Clerk

Approved as to Form:

BY: Sean T. McGowan
SEAN T. MCGOWAN
City Attorney



VICINITY MAP
NTS.

**UPPER LAS VEGAS WASH
(CRAIG TO ELKHORN)**

EXHIBIT 'A'

SCALE:	NTS
DRAWING NAME:	UP-LV-WASH.DWG
DRAWN BY:	J. LOVE
DATE:	6/12/00
SHEET NUMBER	1 OF 1



**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
UPPER LAS VEGAS WASH**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the ~~8th~~ ^{8th} day of February, 2001, by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of North 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 1996 Master Plan Update, Facility No. LVUP 0000 through LVUP 0210, 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

WHEREAS, an Interlocal Contract for engineering and right-of-way for \$1,030,000 was approved on July 13, 2000; and

WHEREAS, it is desired to supplement the aforementioned Contract to increase the funds allocated for right-of-way engineering and acquisition.

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 deleted in its entirety and the following inserted in lieu thereof:

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

1. The engineering and design shall not exceed \$835,000 or 17% percent of the construction costs, whichever is less.
2. Right-of-way drawings, legal descriptions, title reports on required right-of-way, right-of-way appraisals and right-of-way acquisition shall be completed at a cost not to exceed \$1,649,500.
3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$15,500.
4. The total cost of this Contract shall not exceed \$2,500,000 which includes all the items described by line items 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 Interlocal Contract, dated July 13, 2000, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 8, 2001 @
~~February 9, 2001~~

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

ATTEST:

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Deputy District Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

March 7, 2001

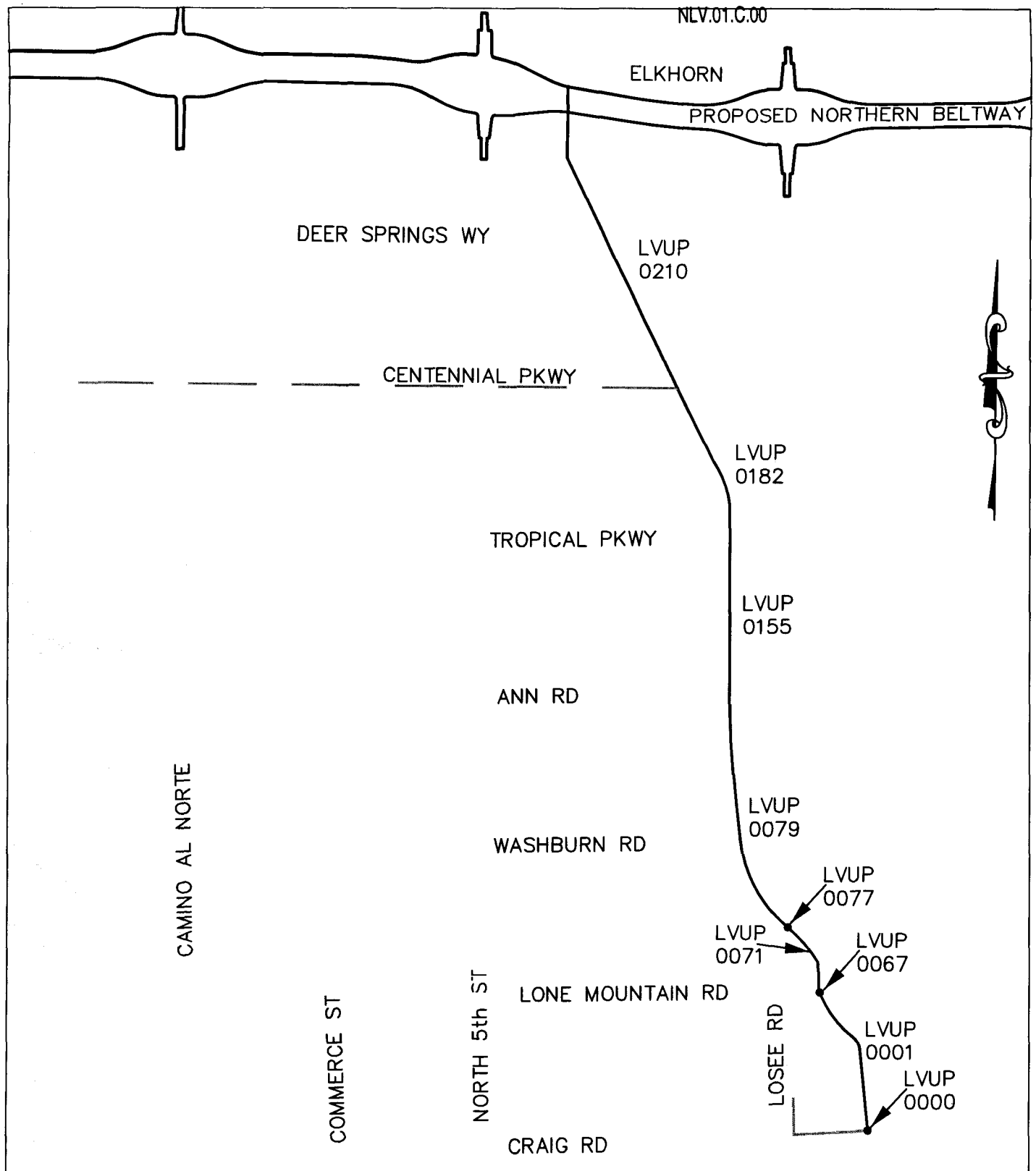
BY: Michael L. Montandon
MICHAEL L. MONTANDON
Mayor

ATTEST:

Eileen Sevigny
EILEEN SEVIGNY
City Clerk

Approved as to Form:

BY: Sean T. McGowan
SEAN T. MCGOWAN
City Attorney



VICINITY MAP
NTS.

**UPPER LAS VEGAS WASH
(CRAIG TO ELKHORN)**

EXHIBIT 'A'



SCALE: NTS

DRAWING NAME: UP-LV-WASH.DWG

DRAWN BY: J. LOVE

DATE: 6/12/00

SHEET NUMBER 1 OF 1

**SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
UPPER LAS VEGAS WASH**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 16th day of May, 2002, by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of North 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 1997 Master Plan Update, Facility No. LVUP 0000 through LVUP 0210, 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

WHEREAS, an Interlocal Contract entered into on July 13, 2000 and a First Supplemental Interlocal Contract was entered into on February 8, 2001 between the DISTRICT and the CITY; and

WHEREAS, it is desired to supplement the aforementioned Contract to increase the funds allocated for right-of-way acquisition.

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 deleted in its entirety and the following inserted in lieu thereof:

SECTION II - PROJECT COSTS:

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

1. The engineering and design shall not exceed \$835,000 or 17% percent of the construction costs, whichever is less.
2. Right-of-way drawings, legal descriptions, title reports on required right-of-way, right-of-way acquisition shall be completed at a cost not to exceed \$2,600,000.
3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$15,500.
4. The total cost of this Contract shall not exceed \$3,450,500 which includes the items described in paragraphs one through 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 Interlocal Contract dated July 13, 2000 and supplement dated February 8, 2001 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

May 16, 2002

BY: 
LAWRENCE L. BROWN, III, Chairman

ATTEST:

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Deputy District Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

JUL 3 2012

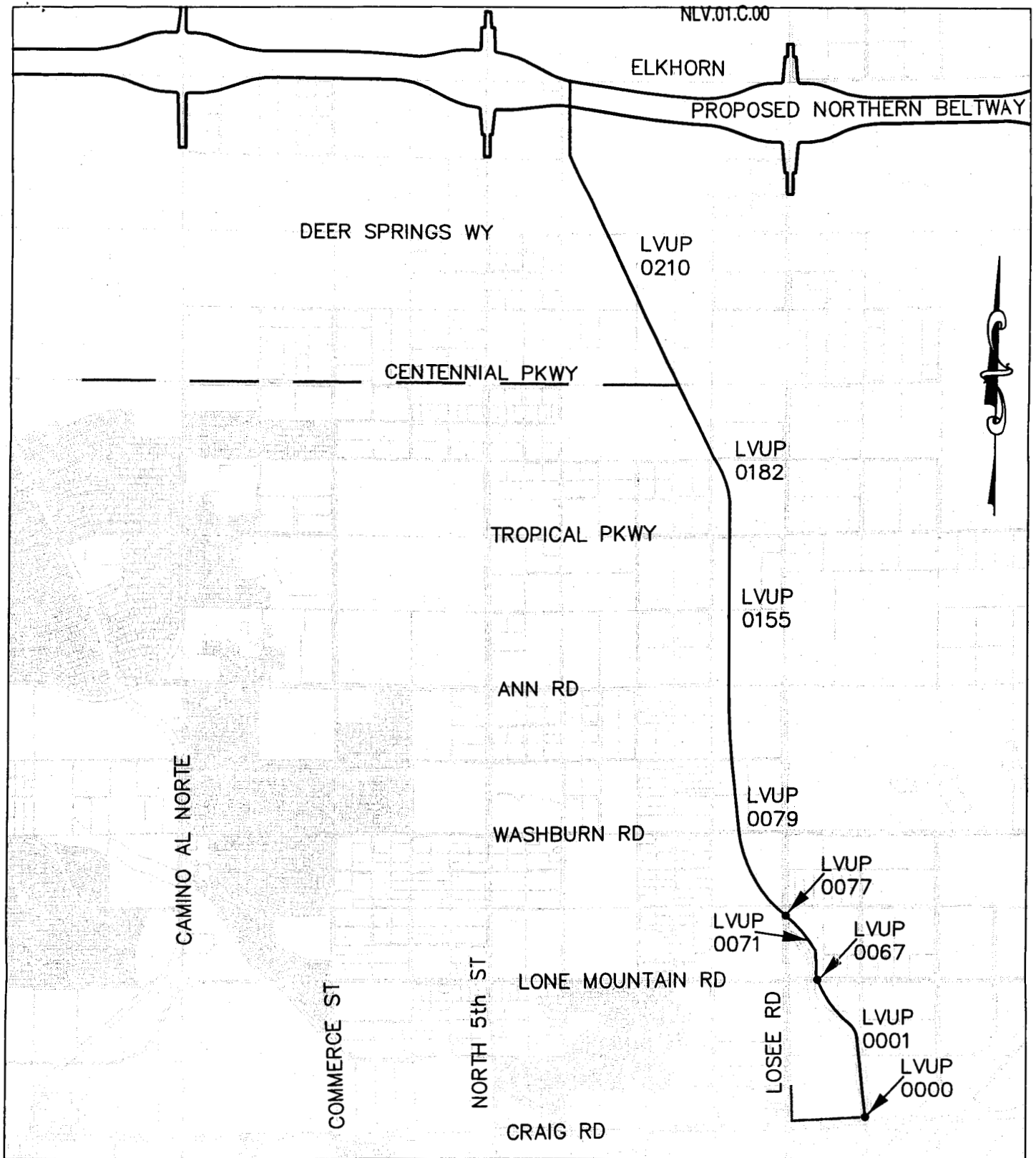
BY: Michael L. Montandon
MICHAEL L. MONTANDON, Mayor

ATTEST:

Eileen Sevigny
EILEEN SEVIGNY, CMC
City Clerk

Approved as to Form:

BY: Sean T. McGowan FOR
SEAN T. MCGOWAN
City Attorney



VICINITY MAP

NTS.



**UPPER LAS VEGAS WASH
(CRAIG TO ELKHORN)**

EXHIBIT 'A'

SCALE: NTS

DRAWING NAME: UP-LV-WASH.DWG

DRAWN BY: J. LOVE

DATE: 6/12/00

SHEET NUMBER 1 OF 1

**THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
UPPER LAS VEGAS WASH**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 4th day of November, 2002, by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of North 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 1997 Master Plan Update, Facility No. LVUP 0000 through LVUP 0210, 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; and

WHEREAS, an Interlocal Contract was entered into on July 13, 2000, a First Supplemental Interlocal Contract was entered into on February 8, 2001, and a Second Supplemental Interlocal Contract was entered into on May 16, 2002 between the DISTRICT and the CITY; and

WHEREAS, it is desired to supplement the aforementioned Contract to amend the time of completion.

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 2 and 15 are amended to read as follows:

2. The award of bid for this PROJECT shall occur no later than 120 days after DISTRICT has made construction funding available. 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.

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2006. 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 July 13, 2000 and supplements dated February 8, 2001 and May 16, 2002 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

November 14, 2002

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

ATTEST:

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Chris Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

FEB 19 2003

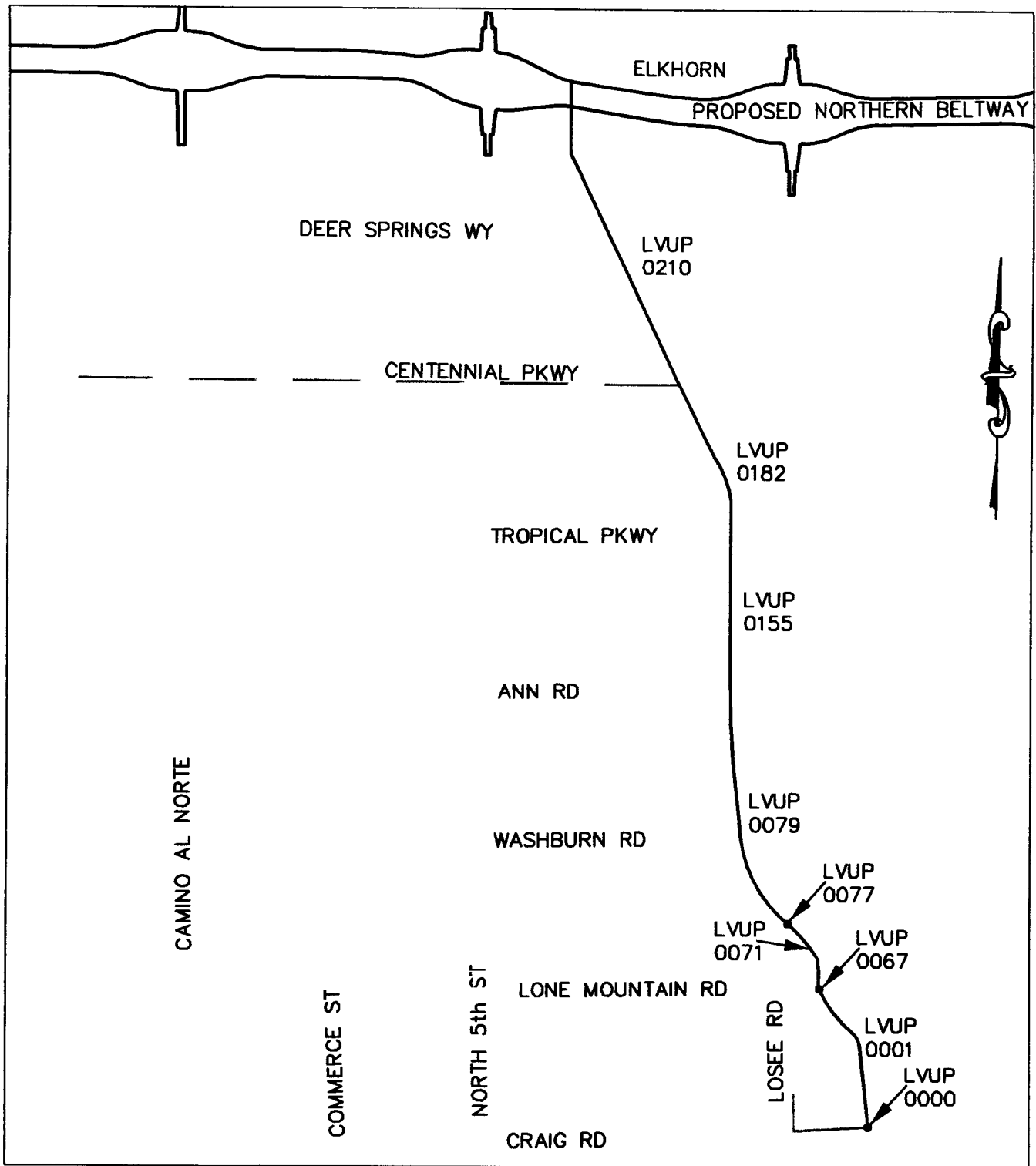
BY: Michael L. Montandon
MICHAEL L. MONTANDON
Mayor

ATTEST:

Eileen Sevigny
EILEEN SEVIGNY, CMC
City Clerk

Approved as to Form:

BY: Seanie Call for
SEAN T. MCGOWAN
City Attorney



VICINITY MAP
NTS.



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES DIVISION**

**UPPER LAS VEGAS WASH
(CRAIG TO ELKHORN)**

SCALE: N.T.S.

DRAWING NAME: UP-LV-WASH.DWG

DRAWN BY: J. LOVE

DATE: 04/25/01

SHEET NUMBER 1 OF 1

**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
UPPER LAS VEGAS WASH**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 15th day of May, 2003, by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of North 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 1997 Master Plan Update, Facility No. LVUP 0000 through LVUP 0210, 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; and

WHEREAS, an Interlocal Contract was entered into on July 13, 2000, a First Supplemental Interlocal Contract was entered into on February 8, 2001, a Second Supplemental Interlocal Contract was entered into on May 16, 2002, and a Third Supplemental Interlocal Contract was entered into on November 14, 2002 between the DISTRICT and the CITY; and

WHEREAS, it is desired to supplement the aforementioned Contract to amend the funding for design and environmental.

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 deleted in its entirety and the following inserted in lieu thereof:

SECTION II - PROJECT COSTS:

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

1. The cost of engineering and design shall not exceed \$845,500.
2. The cost of right-of-way drawings, legal descriptions, title reports on required right-of-way, and right-of-way acquisition shall not exceed \$2,600,000.
3. The cost of environmental services shall not exceed \$82,000.
4. The total cost of this Contract shall not exceed \$3,527,500 which includes the items described in paragraphs one through 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 Interlocal Contract, dated July 13, 2000 and supplements dated February 8, 2001, May 16, 2002 and November 14, 2002 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

May 15, 2003


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

ATTEST:



CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: 
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

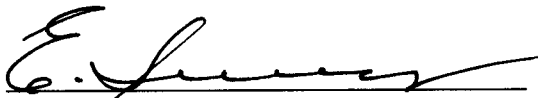
Date of Council Action:

CITY OF NORTH LAS VEGAS

JUL 16 2009

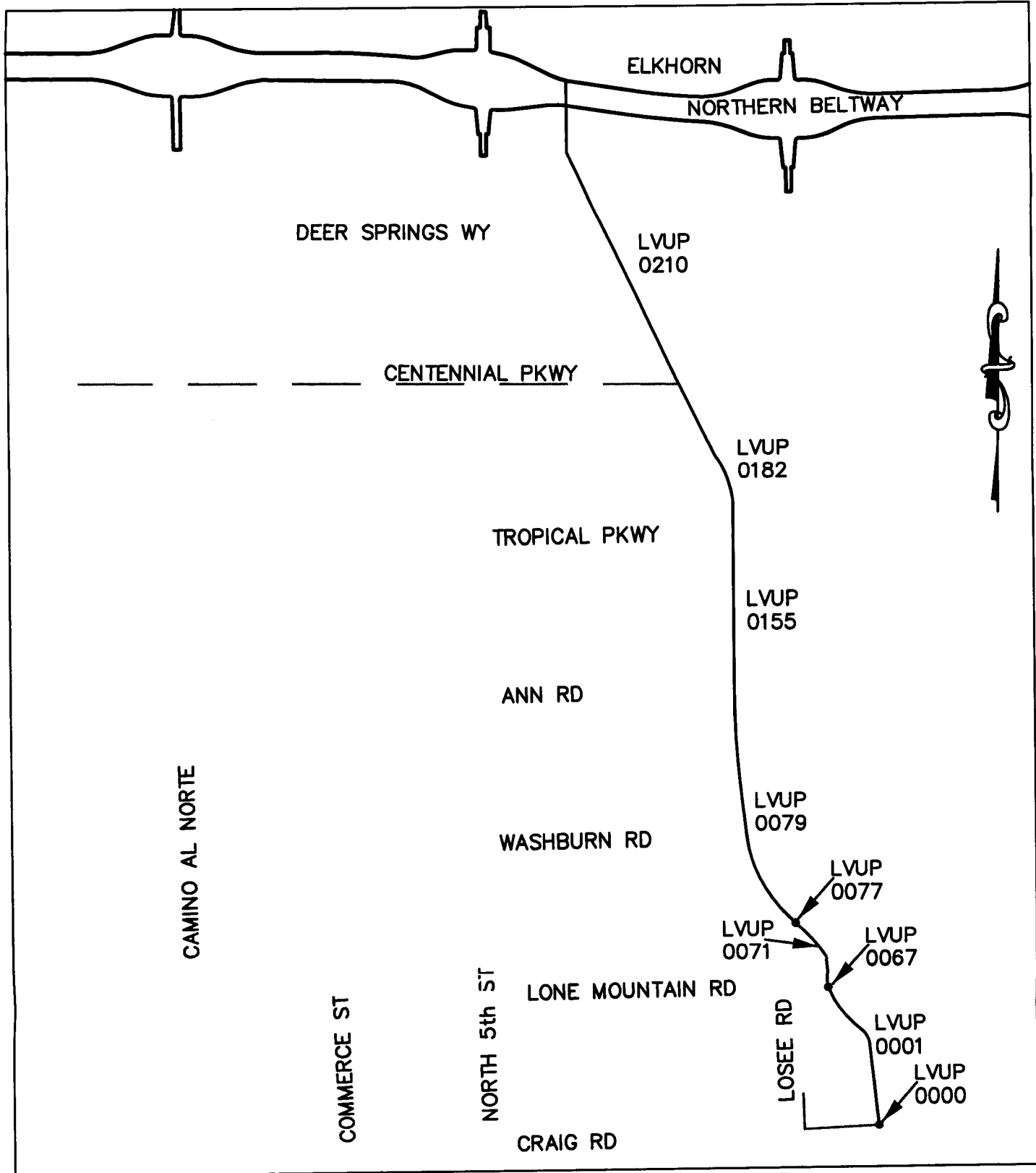
BY: 
MICHAEL L. MONTANDON
Mayor

ATTEST:


EILEEN SEVIGNY, CMC
City Clerk

Approved as to Form:

BY: 
SEAN T. MCGOWAN
City Attorney



VICINITY MAP

NTS.

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES DIVISION**

**UPPER LAS VEGAS WASH
(CRAIG TO ELKHORN)**

SCALE: N.T.S.

DRAWING NAME: UP-LV-WASH.DWG

DRAWN BY: J. LOVE

DATE: 04/25/01

SHEET NUMBER 1 OF 1

