

**INTERLOCAL CONTRACT FOR  
JIM MCGAUGHEY DETENTION BASIN, COLLECTION AND OUTFALL**

**THIS INTERLOCAL CONTRACT (“CONTRACT”)**, made and entered into this 13th day of July, 2023, by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT”, and the 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 generally described in the 2018 Clark County Flood Control Master Plan Update, Structures Nos SLWA 0130, 0140, 0150, 0151, 0152, 0153, 0175 and 0180 and SLOW 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 Ten Year Construction Program; and

**WHEREAS**, it is desirable to proceed with the construction of the PROJECT; 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 PROJECT**

This Interlocal Contract applies to construction improvements of an 88 acre-foot detention basin, spillway, inflow, and outlet facilities. A 12’ wide, 3.5’ deep, concrete trapezoidal inflow channel is proposed near the southeast corner of the basin and 6’ x 6’ and 8’ x 6’ reinforced concrete box storm drain at the northeast corner of the basin. A 24” diameter reinforced concrete outlet pipe and 36” diameter reinforced concrete pipe extends west from the basin along an alignment south of Owens Avenue to an existing regional concrete channel near Hollywood Boulevard.. The improvements shall be funded through DISTRICT funds as herein described. The 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 Management in an amount not to exceed \$1,593,124.00.
2. Construction in the amount not to exceed \$17,701,380.00.
3. Entity Construction Management Labor in the amount not to exceed \$359,823.00
4. The total cost of this Interlocal CONTRACT shall not exceed \$19,654,327.00, which includes all the items described in the paragraphs 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 must be 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 Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.
2. The COUNTY will use its best efforts to award the bid for this PROJECT by November 1, 2023. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. 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 Board. 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 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 COUNTY will not be required to be refunded to the DISTRICT. PROJECT funding can be reconsidered at any time when the COUNTY can demonstrate that the PROJECT can proceed on an acceptable schedule.
3. The COUNTY will comply with the Local Purchasing Act, Chapter 332, and Public Works Projects, Chapter 338 of the Nevada Revised Statutes.

4. 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.
5. The COUNTY will require appropriate financial security for the construction of the PROJECT.
6. 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.
7. Applicable portions of the current editions of the Clark County Regional Flood Control District Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for 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 COUNTY. 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 pay the COUNTY, 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. Predesign Engineering
  - b. Design Engineering
  - c. Entity Design Labor
  - d. Right-of-way
  - e. Environmental
  - f. Emergency Action Plan
  - g. Flood Map Revision
  - h. Construction
  - i. Construction Management
  - j. Entity Construction Management Labor
  - k. Landscape Construction
  - l. Other
11. Accurate documentation of all work done and payments made will be maintained by the COUNTY in accordance with applicable state laws and retention policies of the COUNTY.

- 12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
- 13. Up to the limits set forth in NRS Chapter 41, the COUNTY 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 COUNTY 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.
- 14. Any costs found to be improperly allocated to the Project will be refunded by the COUNTY to the DISTRICT.
- 15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2028. The DISTRICT may, at any time thereafter, grant extensions or terminate this Interlocal Contract after thirty (30) days' notice.
- 16. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_

By: \_\_\_\_\_

JAMES B. GIBSON  
Chair

Attest:

\_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

Approved as to Form:

*Ashley Balducci*  
\_\_\_\_\_

ASHLEY A. BALDUCCI  
Deputy District Attorney

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Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

July 13, 2023  
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By: *J Jones*  
\_\_\_\_\_ Justin Jones (Jul 19, 2023 06:03 PDT)

JUSTIN JONES, Chair

Attest:

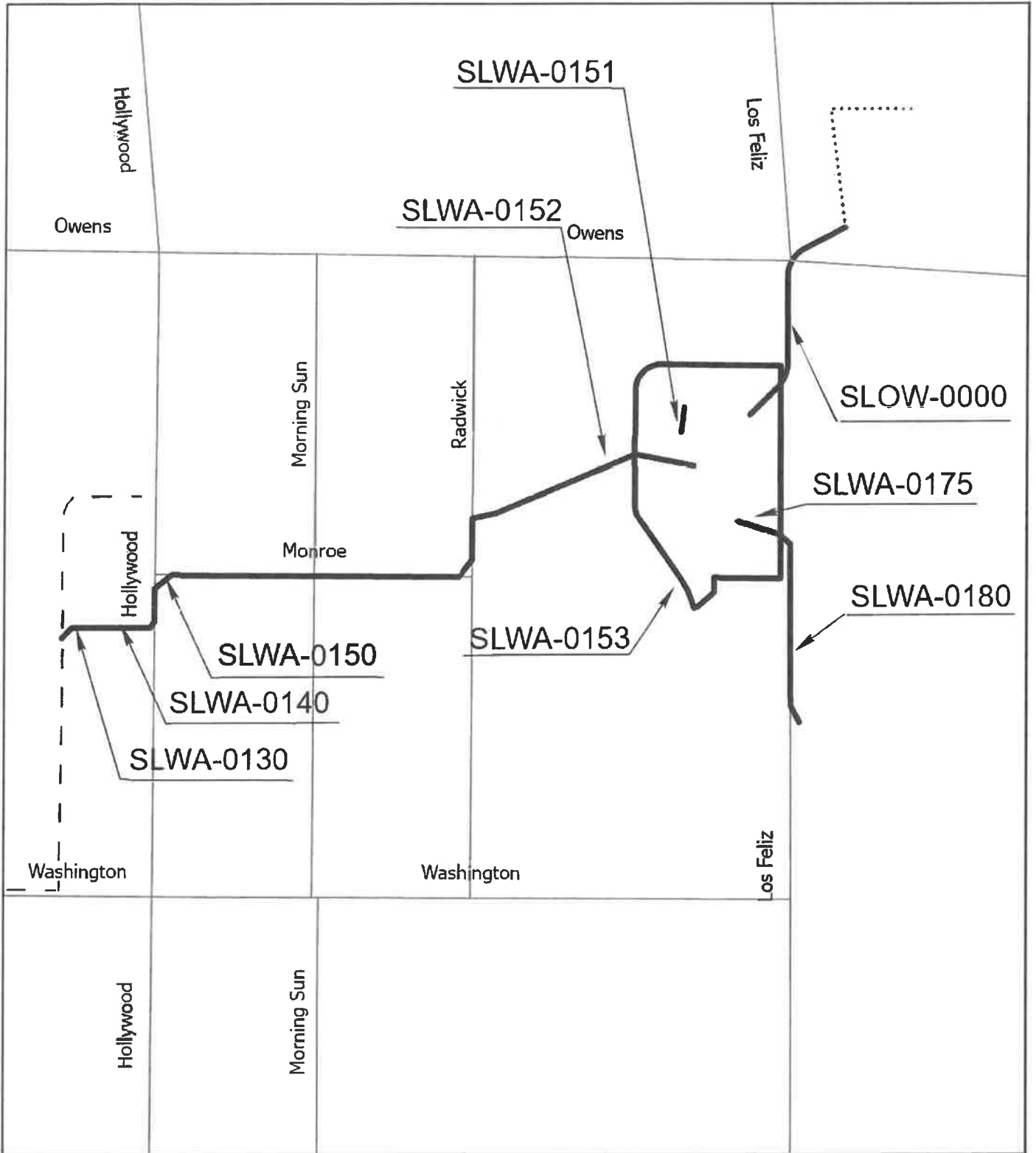
*Deanna Hughes*  
\_\_\_\_\_

DEANNA HUGHES  
Secretary to the Board

Approved as to Form:

*Christopher Figgins*  
\_\_\_\_\_ Christopher Figgins (Jul 13, 2023 10:34 PDT)

CHRISTOPHER FIGGINS  
RFCD Attorney



**Legend**

- Proposed
- - Existing
- ..... Future

**Exhibit A**



	<b>Project Number: CLA36B23</b>	CLARK COUNTY PUBLIC WORKS
	<b>Jim McGaughey Detention Basin, Collection and Outfall</b>	SCALE: NOT TO SCALE
		DATE: 06-20-2023
		SHEET NUMBER: 1 OF 1