

**INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM**

THIS CONTRACT, made and entered into this 8th day of June, 2023, by and between the CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may CONTRACT with one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies is authorized by law to perform; and

WHEREAS, the COUNTY desires to maintain flood control improvements within the COUNTY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the facilities upon which maintenance will be performed are facilities described in the DISTRICT'S Master Plan.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal CONTRACT applies to the maintenance of flood control facilities, which are identified in the DISTRICT'S Master Plan facilities including updates and amendments subsequently approved. The basic maintenance of the facilities will be in accordance with performance standards set forth in the current DISTRICT *Operations and Maintenance Manual*.

The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS

The DISTRICT agrees to make payment for Project costs within the limits specified below:

1. The Project costs shall not exceed \$5,577,500.00.

The amounts allocated to each individual facility within the Project must be specified in Exhibit "A". Any changes to said allocated amounts must be approved by the DISTRICT'S Chief Engineer in accordance with Section 4.24 of the DISTRICT *Operations and Maintenance Manual*.

A written request must be made to the DISTRICT and a Supplemental Interlocal CONTRACT approved to increase the amount noted above prior to payment of any additional funds.

2. The COUNTY and DISTRICT will comply with Section 4.12 of the *Operations and Maintenance Manual*. In accordance with said manual the COUNTY shall submit invoices together with a detailed summary report of the maintenance service performed. The COUNTY shall submit an invoice voucher in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this CONTRACT. Each voucher will also be accompanied by a written certification from the COUNTY stating that it is for performance of maintenance activities under this CONTRACT and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District
Accounts Payable
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106-4511

Payment shall be considered timely if made by the DISTRICT within 30 days of receipt of the invoice. Pursuant to Section IV, Paragraph 8, the DISTRICT may, in its sole discretion, withhold payments to the COUNTY for services rendered if the COUNTY fails to satisfactorily comply with any term or condition of this CONTRACT and/or the DISTRICT *Operations and Maintenance Manual*.

SECTION III - PROJECT TIME

The COUNTY agrees to perform the Project to the satisfaction of the DISTRICT between July 1, 2023 and June 30, 2024. The DISTRICT may grant extensions or terminate this CONTRACT and require all sums advanced to the COUNTY to be repaid if the COUNTY fails to perform by said date.

SECTION IV - GENERAL

1. The COUNTY will complete the Project as set forth in Exhibit "A". The COUNTY staff personnel responsible for coordination of work under this CONTRACT are as listed below:

Denis Cederburg, Director of Public Works, or his designee

It is understood that staff named above will be responsible for work coordination throughout the period of this CONTRACT unless the DISTRICT is informed in writing of changes in these personnel assignments.

2. The COUNTY will comply with the applicable provisions of the Local Government Purchasing Act, Chapter 332 and Public Works, Chapter 338, of the Nevada Revised Statutes.

3. Applicable portions of the current editions of the *Operations and Maintenance Manual, Policies and Procedures Manual, Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage* adopted by the DISTRICT will apply unless specifically superseded by this CONTRACT.

4. It is the intent of the DISTRICT that scheduling of maintenance and repair of drainage and flood control facilities in general and Master Plan Facilities specifically be coordinated among member entities. Therefore, in those cases where Master Plan approved, and DISTRICT-funded projects have regional flood control significance impacting more than one member entity, the COUNTY will allow all impacted member entities an opportunity to review the maintenance schedule in order to coordinate maintenance efforts.

5. The Chief Engineer or designee of the DISTRICT shall be responsible for monitoring the performance of the COUNTY, approval for payment of billings and expenses submitted by the COUNTY and the acceptance of any report provided by the COUNTY. The COUNTY shall be responsible for monitoring performance of COUNTY staff or private contractors.

6. Accurate documentation of all work performed and payments made shall be maintained by the COUNTY for a period of three (3) years in hard copy form after final project approval and payments. Following the three year period, the COUNTY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format in accordance with the COUNTY Record Retention Schedule.

7. The COUNTY shall provide right of access to its facilities to the DISTRICT or Chief Engineer at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this CONTRACT.

8. In the event the COUNTY fails to perform the maintenance according to the standards specified in this CONTRACT and the DISTRICT *Operations and Maintenance Manual*, the DISTRICT may perform or cause to be performed the maintenance necessary to assure proper operation of the facility. Costs incurred by the DISTRICT shall be reimbursed by the COUNTY or be deducted from the amount authorized by this CONTRACT. The DISTRICT may not exercise this right without giving the COUNTY specific written notice of the maintenance required and allowing the COUNTY 60 days within which to perform said maintenance. The notice required by this provision must be sent to:

Denis Cederburg
Director, Department of Public Works
500 South Grand Central Parkway, 2nd Floor
Las Vegas, NV 89155-4000

9. The records of the COUNTY and/or private contractors pertaining to the subject matter of this CONTRACT shall at all reasonable times be subject to inspection and audit by the DISTRICT or an Agent of the DISTRICT.

10. If any provision of this CONTRACT shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

11. The COUNTY, its employees, and representative shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed.

12. The COUNTY hereby agrees to reimburse the DISTRICT if funds are received from other sources for maintenance and repair of drainage and flood control facilities paid for by the DISTRICT.

13. The DISTRICT will not be responsible for any fines and/or penalties caused by the actions or inactions of COUNTY employees, consultants, contractors, or agents.

14. Any costs found to be improperly allocated to the Project will be refunded by the COUNTY to the DISTRICT.

15. It is specifically understood and agreed to by and between the parties hereto that it is not intended by any of the provisions of any part of this CONTRACT to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this CONTRACT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this CONTRACT.

16. 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.

17. This agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

18. 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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IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first above written.

Date of District Action:
June 8, 2023

REGIONAL FLOOD CONTROL DISTRICT
BY: JUSTIN JONES
JUSTIN JONES (Jun 8, 2023 11:02 PDT)
Justin Jones, Chair

ATTEST:

Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form:

BY: Christopher D Figgins
Christopher D Figgins (Jun 8, 2023 10:20 PDT)
Christopher Figgins
RFCD Attorney

Date of Commission Action:

COUNTY OF CLARK _____

BY: _____
James B. Gibson, Chair

ATTEST:

APPROVED AS TO FORM:

Lynn Marie Goya
County Clerk

Ashley Balducci
Ashley A. Balducci
Deputy District Attorney

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PLAN SUMMARY
FISCAL YEAR 2023-2024**

Master Plan Facility ID	MWP Facility Number	Facility Description	Cost
F1FA 0000-0004 F2NB 0000-0048 F301 0000-0032, 0059-0071 F401 0000-0003 FLBF 0046-0328 FLBN 0001-0033 FLCM 0000 FLDI 0000-0105 FLDN 0000-0160 FLDR 0000-0179 FLDS 0000-0750 FLF1 0000-0304 FLF2 0000-0137 FLF3 0000-0198 FLF4 0000-0355 FLFA 0000-0037 FLFL 0000-0147 FLGC 0000 FLHA 0000 FLJO 0000-0076 FLOQ 0000-0100, 0110-0128 FLRB 0000-0062 FLRO 0000 FLSE 0000-0138 FLSM 0000-0180 FLSP 0000 FLTR 0000-0347 FLVV 0000-0006 FLWA 0001-1443 RRBW 0000 RRFA 0000-0170 RRFC 0000 RRHU 0000-0129 RRNA 0000-0097 RRNN 0000-0022 RRNS 0000-0010 RRR4 0000-0160 RRWA 0000-0777	CC01	FLAMINGO WASH	\$ 2,035,000.00
COLM 0000 LV01 0000-0116 LVCH 0000, 0014 LVCO 0000-0109 LVMD 0606-1054 NLWY 0000-0030	CC02	LAS VEGAS WASH	\$ 456,000.00
BD02 0125-0315, 0350-0404 BDW5 0000-0023, 0155, 0205-0210, 0246-0330, 0346, 0357 DC95 0000-0038 DCBD 0000-0273 DCCA 0000-0078 DCCD 0000 DCGL 0000-0086, 0106, 0112, 0138-0179 DCHV 0000-0057 DCI1 0000-0031 DCJB 0000-0043 DCLB 0000 DCLV 0000-0230 DCPA 0000-0106 DCPI 0000-0032 DCRB 0000-0015 DCSH 0000-0017 DCST 0036 DCW1 0000-0132 DCW4 0000-0122, 0366-0557, 0665-0786, 0940-0971 DCW5 0000-0059 DCWA 0000-0597, 0699-1748, 1869-1929 DCWB 0000-0086 DCWF 0000-0061	CC03	DUCK CREEK	\$ 691,500.00
RWSL 0000-0728 RWWE 0016-0054 SLBN 0000 SLCA 0000, 0025, 0049 SLCH 0000 SLEB 0000-0145 SLER 0000-0086 SLLM 0000 SLNL 0095 SLOR 0000-0155 SLSL 0000 SLST 0000-0095 SLWA 0000-0091	CC05	LAS VEGAS RANGE WASH	\$ 624,500.00

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PLAN SUMMARY
FISCAL YEAR 2023-2024**

BDBF 0000-0006 BDFW 0000 BDJO 0000-0061 BDMD 0121 BDMO 0000-0010 BDRB 0000-0118 BDRR 0000 BDWS 0000-0007 NBSC 0000 RBMO 0000-0045 TRBD 0000-0930 TRNB 0000- 0113 TRWA 0000-0422, 0433-0454	CC06	TROPICANA WASH	\$ 625,000.00
TRMC 0001-0060, 0195-0290 WGTR 0058-0180	CC07	AIRPORT CHANNEL	\$ 125,000.00
LV02 0000-0303 NLFL 0000-0144 VBTW 0000	CC08	MONSON CHANNEL	\$ 113,000.00
DCRH 0000-0305 MCE2 0000	CC09	RAWHIDE CHANNEL	\$ 93,500.00
VBCH 0000-0138 VBMC 0000-0249 VBTM 0000- 0176 VBVR 0000	CC10	VAN BUSKIRK CHANNEL	\$ 318,000.00
FLDY 0000-0013 FLLA 0000-0379 FLMN 0000- 0075 FLMS 0000	CC11	FLAMINGO WASH NORTH FORK	\$ 89,500.00
LUBC 0000-0010, 0031, 0324 LUED 0000-0014 LUHS 0000-0242, 0250 LUMA 0023-0060 LUUW 0000-0150	CC14	LAUGHLIN WASHES	\$ 100,000.00
GASD 0000-0058 LWAW 0000 MRLI 0001-0038 MRLV 0343-0537, 0725	CC15	MOAPA VALLEY	\$ 43,000.00
BD02 0000-0098 BD03 0000-0081 BDBE 0000- 0134 BDW1 0000-0077, BDW2 0023 BDW3 0000-0008, BDW4 0160-0174 BDWA 0000-0212, 0276-0633	CC16	BLUE DIAMOND WASH	\$ 150,000.00
SREA 0000-0065 SRSO 0000-0030	CC17	SEARCHLIGHT	\$ 5,000.00
JEWA 0165, 0167 WIJE 0000-0065 WIWA 0000- 0038	CC18	BUNKERVILLE	\$ 24,500.00
PTBL 0000, 0028-0157 PTDC 0000-0014 PTWA 0477-0738, 0778 PTWB 0000-0016	CC19	PITTMAN WASH	\$ 44,000.00
GS2A 0035 GSPA 0028 ISWE 0100-1001 JNCH 0038 MTCH 0000	CC20	GOODSPRINGS, INDIAN SPRINGS, JEAN, MOUNT CHARLESTON	\$ 10,000.00
EKEA 0028-0338 GOBW 0000-0048 GOEC 0000-0076 GONO 0117-0335 RWBW 0000, 0027 RWWE 0483, 0514 UPDE 0000-0133, UPEA 0264-0340	CC21	NORTHERN BELTWAY CHANNELS	\$ 30,000.00
			\$5,577,500.00