INTERLOCAL CONTRACT FOR AIRPORT CHANNEL AND PEAKING BASIN

THIS INTERLOCAL CONTRACT ("CONTRACT"), made and entered into this 11th day of June, 2026, 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 2023 Master Plan Update, Facility Numbers TRMC 0013, TRMC 0014, TRMC 0031, TRMC 0033, and TRSW 0080, 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 associated with the Tropicana Wash – Harry Reid Airport Peaking Basin located at the northwest corner of Tropicana Avenue and Paradise Road. This project consists of a peaking basin, inflow and outlet facilities, spillway, protective fencing, and graded maintenance roads. 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 in the amount not to exceed $25,563,909.00.

2. Construction Management in an amount not to exceed $2,300,000.00.

3. Entity Construction Management Labor in the amount not to exceed $50,000.00.

4. The total cost of this Interlocal CONTRACT shall not exceed $27,913,909.00, 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 30, 2026. 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 each month for PROJECT costs as outlined in SECTION II - PROJECT COSTS and in accordance with the Policies and Procedures Manual Section VII.B. Invoices submitted on a monthly basis must identify and allocate all costs to the categories noted below:

    a. Predesign
    b. Design
    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 performed 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 August 31, 2030. The DISTRICT may, at any time thereafter, grant extensions or terminate this Interlocal Contract after thirty (30) days' notice.

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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.

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

By: _____

MICHAEL NAFT
Chair

Attest:

LYNN MARIE GOYA
County Clerk

Approved as to Form:

TYLER SMITH
Deputy District Attorney

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Date of District Action:

June 11, 2026

REGIONAL FLOOD CONTROL DISTRICT

By: Justin Jones
Justin Jones (Jun 12, 2026 14:34:27 PDT)

JUSTIN JONES, Chair

Attest:

PATRICIA METZ
Secretary to the Board

Approved as to Form:

Christopher Figgins
Christopher Figgins (Jun 11, 2026 10:24:09 PDT)

CHRISTOPHER FIGGINS
RFCD Attorney

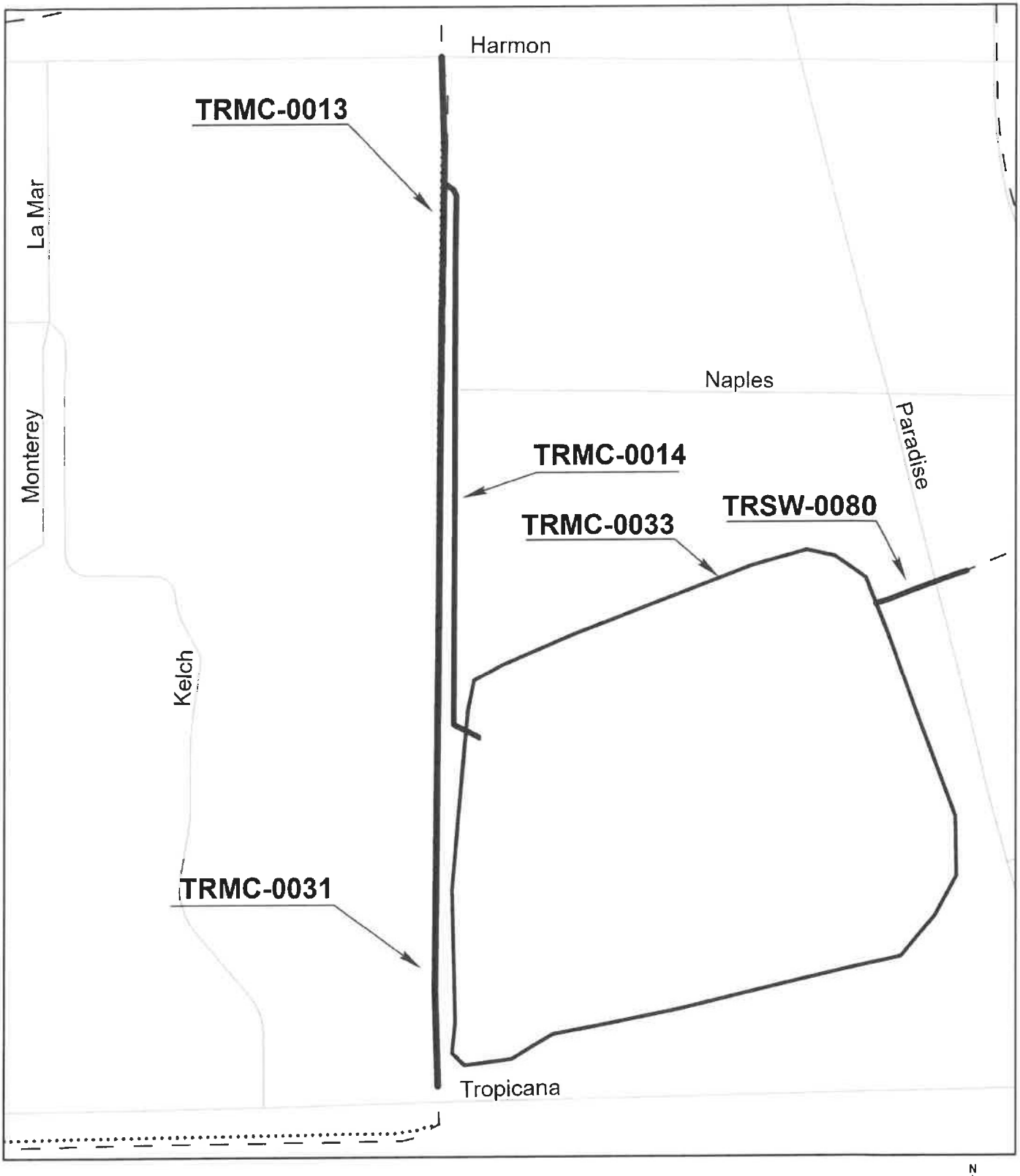

Exhibit A

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CLARK COUNTY NEVADA	**Project Number: CLA10L26**	CLARK COUNTY PUBLIC WORKS
		SCALE: NOT TO SCALE
	Airport Channel and Peaking Basin	DATE: 05-18-2026
		SHEET NUMBER: 1 OF 1