

**INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM**

THIS CONTRACT ("CONTRACT"), made and entered into this 9th day of June, 2022, by and between the City of North Las Vegas, a political subdivision of the State of Nevada, hereinafter referred to as City of North Las Vegas, and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

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 City of North Las Vegas desires to maintain flood control improvements within the City of North Las Vegas 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 \$2,571,000.

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 must be approved by the DISTRICT'S Board of Directors to increase the amount noted above prior to payment of any additional funds.

2. The City of North Las Vegas and DISTRICT will comply with Section 4.12 of the *Operations and Maintenance Manual*. In accordance with said manual the City of North Las Vegas shall submit invoices together with a detailed summary report of the maintenance service performed. The City of North Las Vegas 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 City of North Las Vegas 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 City of North Las Vegas for services rendered if the City of North Las Vegas 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 City of North Las Vegas agrees to perform the PROJECT to the satisfaction of the DISTRICT between July 1, 2022 and June 30, 2023. The DISTRICT may grant extensions or terminate this contract and require all sums advanced to the City of North Las Vegas to be repaid if the City of North Las Vegas fails to perform by said date.

SECTION IV - GENERAL

1. The City of North Las Vegas will complete the PROJECT as set forth in Exhibit "A". The City of North Las Vegas staff personnel responsible for coordination of work under this contract are as listed below:

Dale Daffern, P.E., Director of Public Works

Bobby Mayes, Manager of Infrastructure Maintenance

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 City of North Las Vegas 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*, Clark County Regional Flood Control District *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 City of North Las Vegas 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 City of North Las Vegas, approval for payment of billings and

expenses submitted by the City of North Las Vegas and the acceptance of any report provided by the City of North Las Vegas. The City of North Las Vegas shall be responsible for monitoring performance of City of North Las Vegas staff or private contractors.

6. Accurate documentation of all work performed and payments made shall be maintained by the City of North Las Vegas in accordance with applicable state laws and retention policies of the City of North Las Vegas.

7. The City of North Las Vegas 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 City of North Las Vegas 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 City of North Las Vegas or be deducted from the amount authorized by this contract. The DISTRICT may not exercise this right without giving the City of North Las Vegas specific written notice of the maintenance required and allowing the City of North Las Vegas 60 days within which to perform said maintenance. The notice required by this provision must be sent to:

Dale Daffern, P.E., Director of Public Works

Bobby Mayes, Manager of Infrastructure Maintenance

9. The records of the City of North Las Vegas 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 City of North Las Vegas, 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 City of North Las Vegas 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 City of North Las Vegas employees, consultants, contractors, or agents.

14. Any costs found to be improperly allocated to the PROJECT will be refunded by the City of North Las Vegas 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 City of North Las Vegas 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 City of North Las Vegas 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.

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

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

June 9, 2022

BY: Debra March
Debra March (Jun 14, 2022 10:44 PDT)

DEBRA MARCH, CHAIR

ATTEST:

Deanna Hughes

Deanna Hughes
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins (Jun 13, 2022 08:09 PDT)

Christopher Figgins
RFCD Attorney

Date of Council Action:
(or Commission Action)

City of North Las Vegas

BY: _____

ATTEST:

John J. Lee, Mayor

Jackie Rodgers
City Clerk