

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT  
UPPER LAS VEGAS WASH FACILITY STUDY

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10<sup>th</sup> day of August, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF 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 generally identified in the 2002 Master Plan, Structures No. UPWE 0000 thru UPWE 0447 and UPEA 0000 thru UPEA 0257 which is tributary to LVUP 0910 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**, 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 for the pre-design of the Upper Las Vegas Wash Facility Study was entered into between the DISTRICT and the CITY on August 14, 2003; and

**WHEREAS**, the CITY wishes to extend the completion date.

**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 13, 14, 15 and 16 shall be revised to read as follows:**

13. Up to the limits set forth in NRS Chapter 41, the CITY 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 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 of destruction of property.
14. Any costs found to be improperly allocated to the 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 August 14, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the interlocal contract dated August 14, 2003 shall remain unchanged.

**IN WITNESS WHEREOF**, this First Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action: REGIONAL FLOOD CONTROL DISTRICT

August 10, 2006  
ATTEST:

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

Carolyn  
CAROLYN FRAZIER  
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action: CITY OF LAS VEGAS

September 20, 2006  
ATTEST:

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus  
BARBARA JO RONEUMUS  
City Clerk

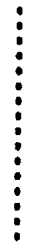
APPROVED AS TO FORM  
Thomas R. Green 8/21/06  
Thomas R. Green Date  
Deputy City Attorney

# LEGEND

Proposed Regional Facility

Future Regional Facility

Existing Regional Facility



UPWE 0447

UPWE 0424

UPWE 0400

UPWE 0000

UPEA 0152

UPEA 0141

UPEA 0100

UPEA 0151

UPEA 0140

UPEA 0257

UPEA 0246

UPWE 0000

UPEA 0000

SKY POINTE

MOCCASIN

LOG CABIN

## EXHIBIT A

### Upper Las Vegas Wash Facility Study