

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

DECATUR/ELKHORN/RAINBOW SYSTEM

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 11th day of January, 2007 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 the same as those generally identified in the 2002 MPU as Structures No. LVMD 2324 thru LVMD 2599, LVDE 0000, LVMJ 0000, BRDB 0000, 0032 and TSDB 0000, 0011, 0012, 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.

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 10, 13, 14, 15 and 16 shall be revised to read as follows:

10. The DISTRICT will pay the CITY, 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. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
- b. Predesign Engineering (all work prior to design, excluding right-of-way)
- c. Design Engineering
- d. Construction Engineering
- e. Construction (all work after award of construction contract)

- f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
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 or destruction of property.
14. Any costs found to be improperly allocated to this 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 December 31, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

January 11, 2007

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

ATTEST:

Carolyn Frazier
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

January 17, 2007

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

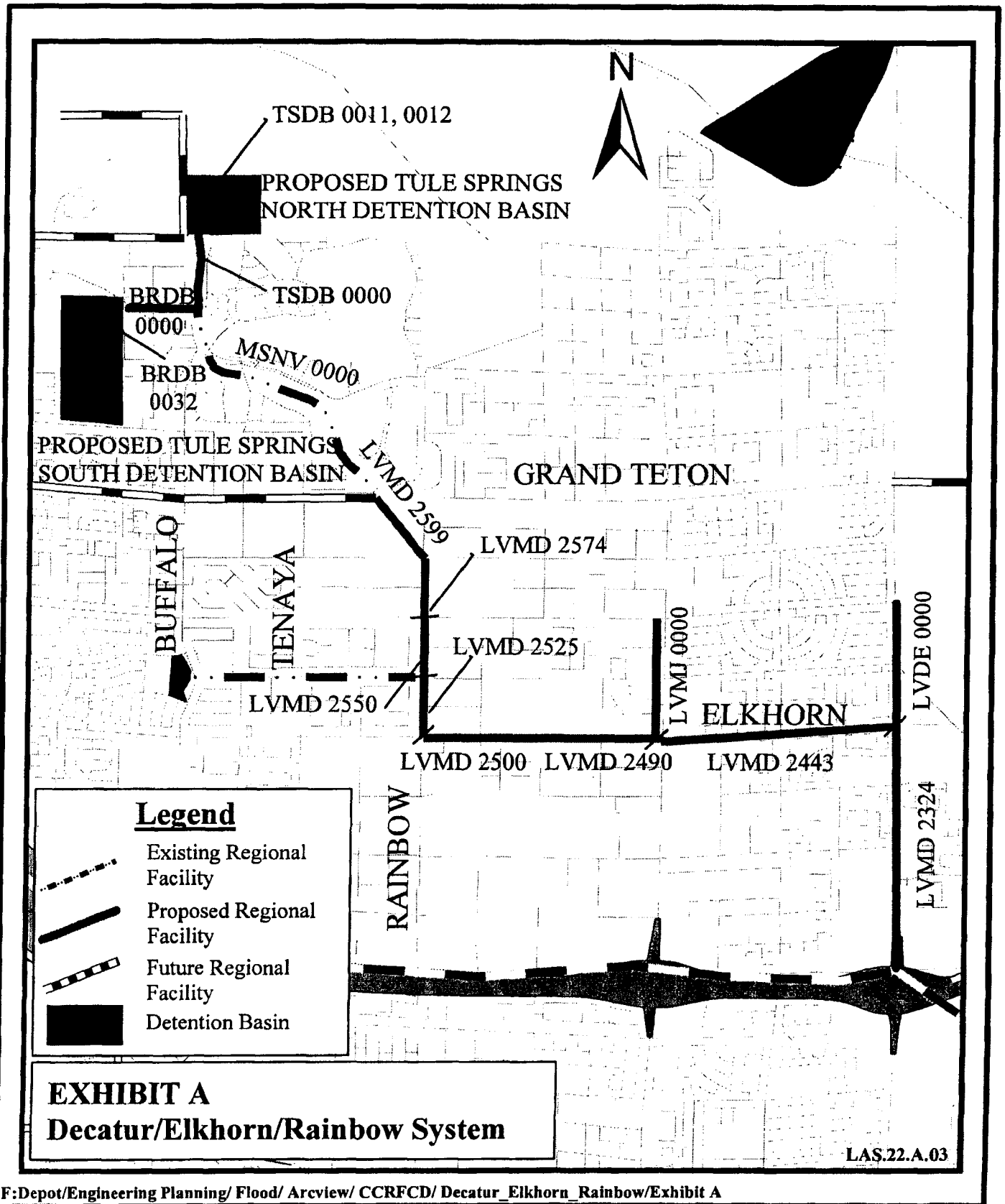
ATTEST:

Beverly K. Bridges

By: **Beverly K. Bridges, CMC**
Acting City Clerk

APPROVED AS TO FORM

Thomas R. Green 2/9/07
Thomas R. Green Date
Deputy City Attorney



F:\Depot\Engineering Planning\ Flood\ Arcview\ CCRFCD\ Decatur_ Elkhorn_ Rainbow\Exhibit A