

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
BRENT LANE AND TULE SPRINGS
DETENTION BASINS

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of APRIL, 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 Master Plan update as Structure Numbers BRDB 0000, BRDB 0032, BRDB 0033, RACO 0000, RACO 0064, TSDB 0000, TSDB 0011 and TSDB 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, an Interlocal Contract for the engineering design for Brent Lane and Tule Springs Detention Basin was entered into between the DISTRICT and the CITY on February 9, 2006 and a First Supplemental Interlocal Contract on September 14, 2006; and

WHEREAS, the PROJECT is to be used as a detention basin and is on state park land; and

WHEREAS, the Land and Water Conservation Fund Act of 1965 (and Related Laws) require continued use of the PROJECT as a park; and

WHEREAS, the PROJECT be used for flood control purposes as long as the State and Federal requirements are incorporated; and

WHEREAS, the improvements required must include passive recreation; and

WHEREAS, utilizing the State land could provide a land value savings for the DISTRICT of approximately \$32,000,000; and

WHEREAS, the CITY wishes to increase funding for engineering design, change the scope of the project and extend the date of completion; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract approved February 9, 2006, and a First Supplemental Interlocal Contract approved on September 14, 2006 as follows:

SECTION I - SCOPE OF THE PROJECT-shall be changed to read as follows:

THIS INTERLOCAL CONTRACT applies to design associated with the Brent Lane and Tule Springs Detention Basin. The basic improvements shall consist of two detention basins with appurtenant inlet and outfall facilities. Improvements will also include facility in Racel from the Detention Basin west to Durango Drive and from Durango Drive to El Capitan Way including a lateral facility extending north on El Capitan Way. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II- PROJECT COSTS shall be changed to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed \$1,483,600.
2. Environmental costs shall not exceed \$50,000.
3. Architectural costs shall not exceed \$120,000.
4. The total cost of the contract shall not exceed \$1,653,600 which includes all of 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 approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraphs 9 and 14 shall be changed to read as follows:

9. 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. Pre-design 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.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to April 12, 2009. 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 February 9, 2006 and supplemental interlocal contract dated September 14, 2006 shall remain unchanged.

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

Date of District Action: REGIONAL FLOOD CONTROL DISTRICT

April 12, 2007
ATTEST:

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

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

April 18, 2007
ATTEST:

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

Beverly K. Bridges
BEVERLY K. BRIDGES, CME
Acting City Clerk

APPROVED AS TO FORM
Thomas R. Green 4/25/07
Thomas R. Green Date
Deputy City Attorney

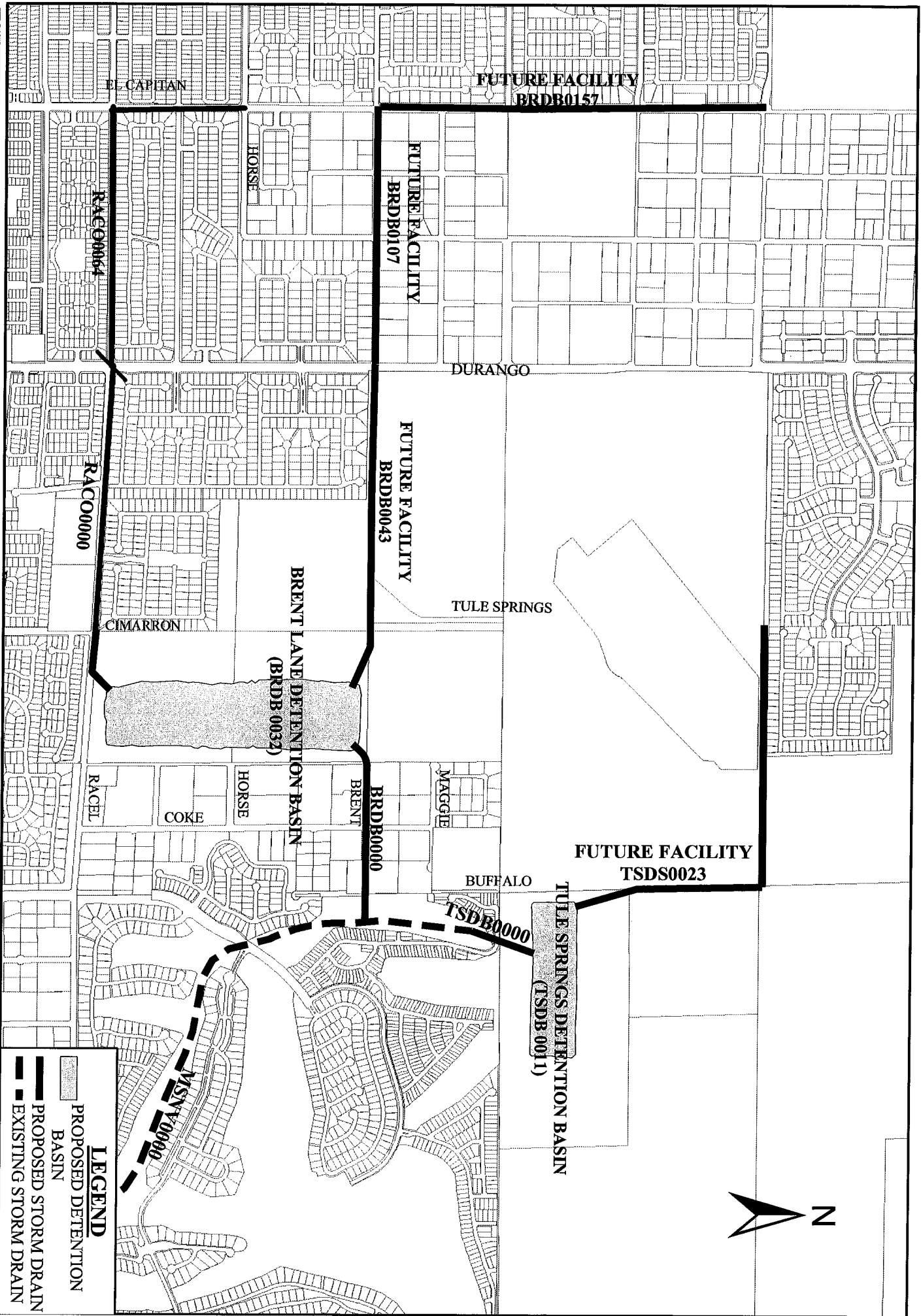





EXHIBIT A

BRENT LANE AND TULE SPRINGS DETENTION BASINS

(LAS 22D06)

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Brent and Tule DB

LEGEND

- 
 PROPOSED DETENTION BASIN
- 
 PROPOSED STORM DRAIN
- 
 EXISTING STORM DRAIN

LAS22D06