

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH –
DECATUR BOULEVARD (CENTENNIAL PARKWAY TO FARM ROAD)**

THIS FIRST 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 as Structure Numbers LVMD 2324, LVDE 0000 and LVMD 2443 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 change the scope of the project, increase funding for engineering design and extend the date of completion.

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 August 10, 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 Las Vegas Wash – Decatur Boulevard (Centennial Parkway to Farm Road). The section of Elkhorn Road between Decatur Boulevard and Bradley Road will be included in this project. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. 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 \$1,986,937.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$20,000.
3. Environmental Mitigation at a cost not to exceed \$5,000.
4. The total cost of the contract shall not exceed \$2,011,937 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 paragraph 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 August 10, 2006 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

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, CMO
Acting City Clerk

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

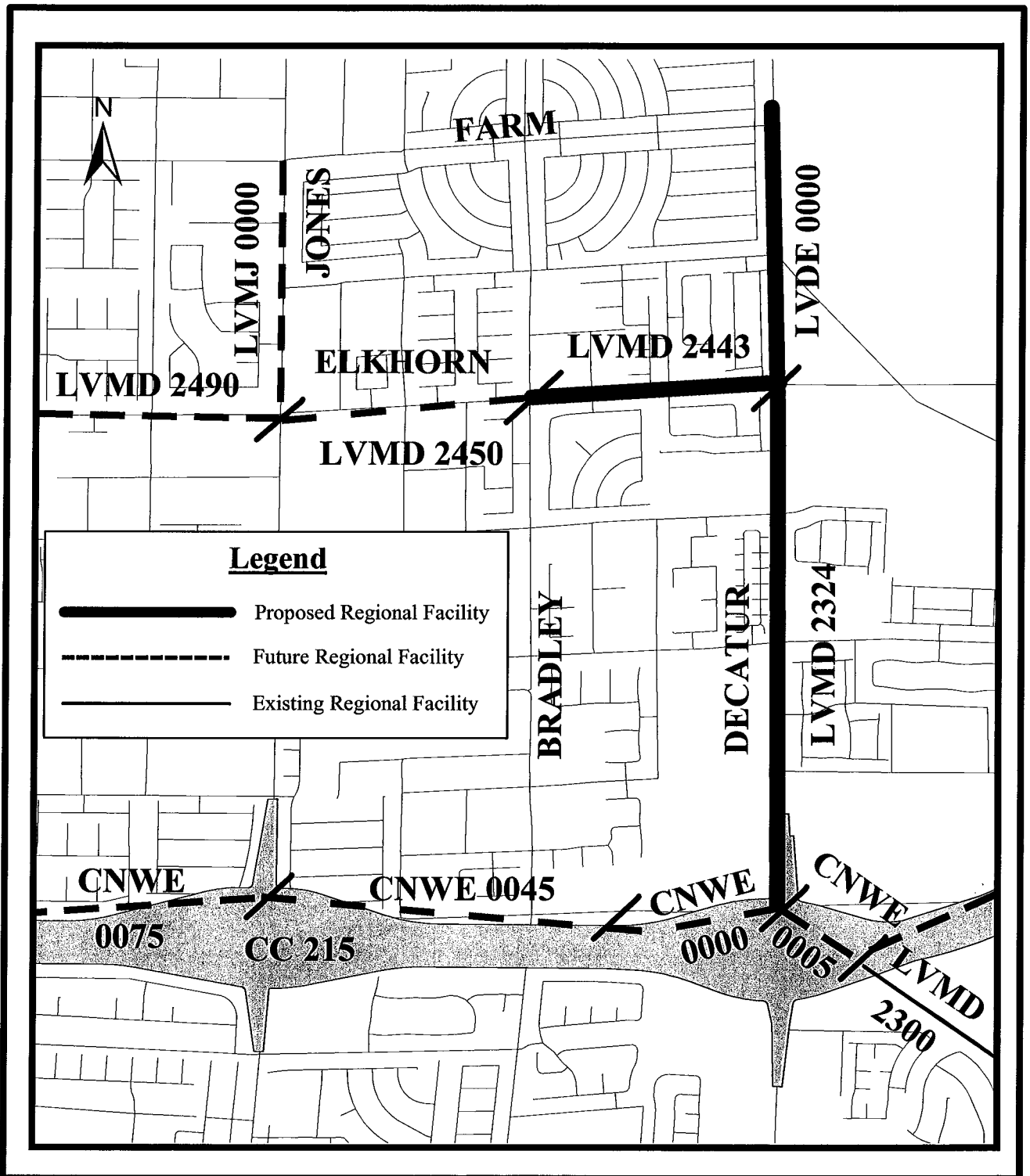


EXHIBIT A MARCH 07
LAS VEGAS WASH-DECATUR, CENTENNIAL TO FARM (LAS 22E06)

F:Depot/Engineering Planning/ Flood/ Arcview/ EXHIBIT A LV WASH-DECATUR, CENTENNIAL TO FARM

LAS22E06