

**THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH
ELKHORN, RAINBOW BLVD. TO TORREY PINES DRIVE**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of December, 2008 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".

W I T N E S S E T H

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 Number LVMD 2500 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 DISTRICT entered into an Interlocal Contract for design on January 12, 2006, a First Supplemental Interlocal Contract dated May 18, 2006 and a Second Supplemental Interlocal Contract dated November 9, 2006 to increase funding for design engineering and create a line item for right-of-way; and

WHEREAS, the CITY wishes to 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 the following:

SECTION III – GENERAL, paragraphs 9 and 14 shall be revised 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 November 8, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated January 12, 2006, and Supplemental Interlocal Contracts dated May 18, 2006 and November 9, 2006 shall remain unchanged.

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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

December 13, 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: CH Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

January 9, 2008
ATTEST:

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

Beverly K. Bridges
BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to form

John S. Ridilla 1/16/08
John S. Ridilla Date
Deputy City Attorney

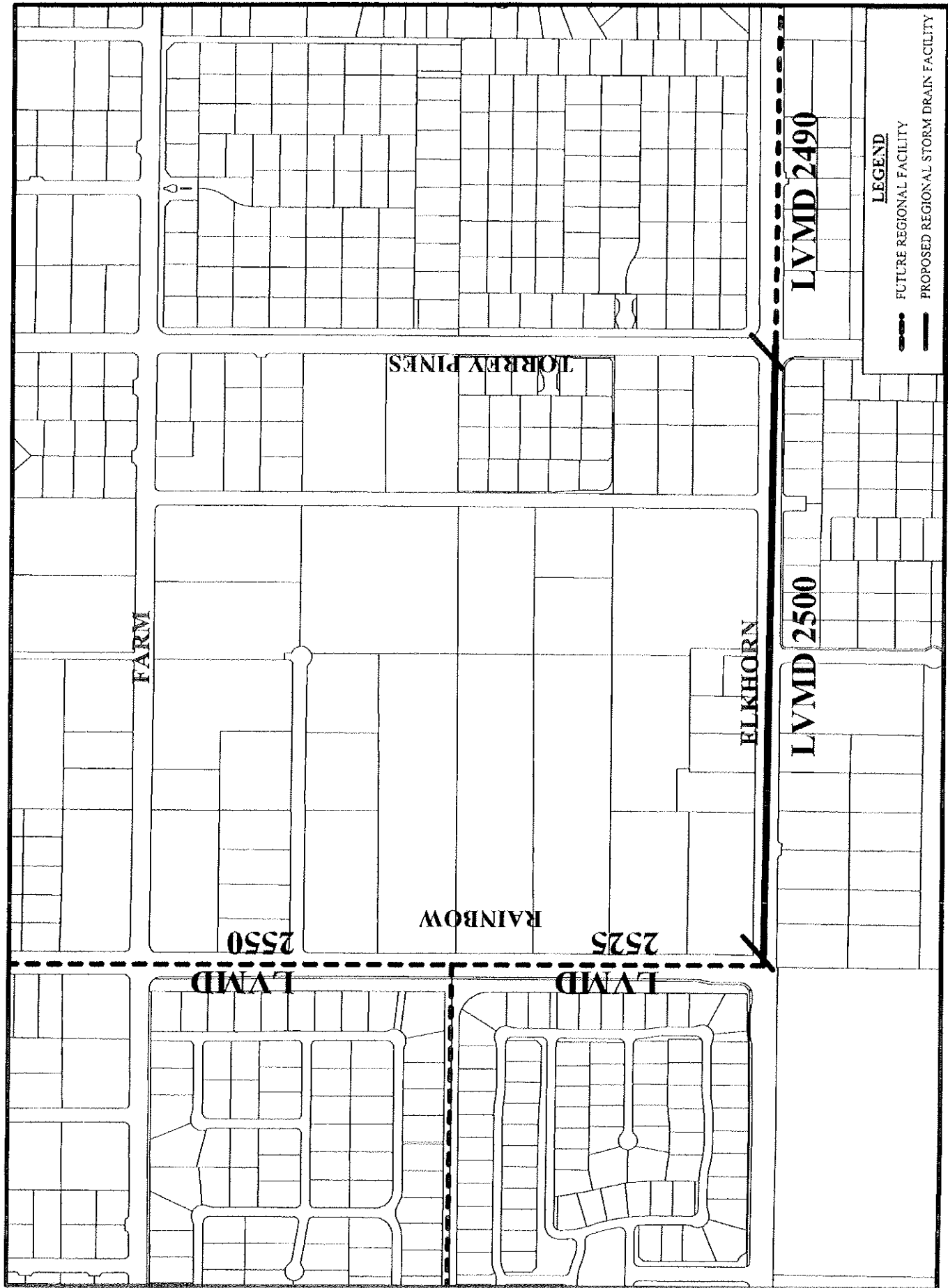


EXHIBIT A

LAS VEGAS WASH - ELKHORN, RAINBOW BLVD TO TORRY PINES DR. (LAS22C06)

F:\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - LAS VEGAS WASH DESIGN LAS22C06 - ELKHORN, RAINBOW BLVD TO TORRY PINE DR.

