

SECOND SUPPLEMENTAL TO INTERLOCAL CONTRACT
OAKEY DRAIN, BIRCH STREET TO CAHLAN DRIVE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 12th day of June, 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 identified in the 2002 Master Plan as Structure No. FWOK 0020, 0040, 0060 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 was entered into between the CITY and the DISTRICT on August 11, 2005 and supplemented July 13, 2006; and

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

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 11, 2005 and First Supplemental Interlocal Contract approved July 13, 2006 as follows:

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)

The remainder of the Interlocal Contract and First Supplemental Interlocal Contract remains 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

June 12, 2008

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: 8/6/08

CITY OF LAS VEGAS

BY: Gary Reese
~~OSCAR B. GOODMAN, Mayor~~

ATTEST:

Gary Reese, Mayor Pro-Tem

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

Approved as to form

John S. Ridilla 7/1/08
John S. Ridilla Date
Deputy City Attorney

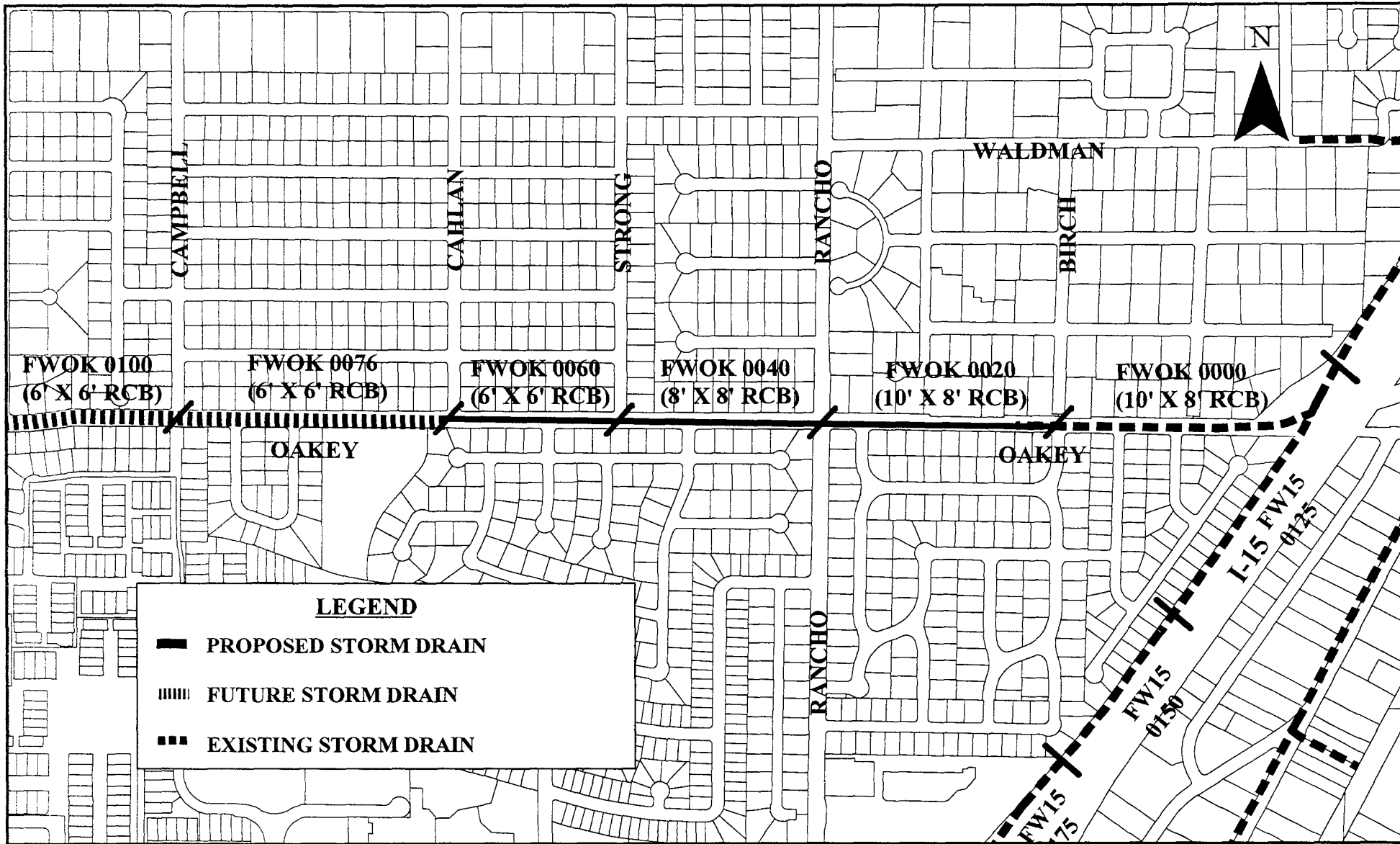


EXHIBIT A

OAKY DRAIN - BIRCH TO CAHLAN (LAS09V05)

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