

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH CHANNEL – LONE MOUNTAIN ROAD (EL CAPITAN WAY TO
THE WESTERN BELTWAY)

THIS INTERLOCAL CONTRACT made and entered into as of the 14th day of August, 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”.

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 GOBW 0000, and GONO 0234 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 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 Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contract dated June 8, 2006 for the engineering design for Gowan North Channel – Lone Mountain Road (El Capitan Way to the Western Beltway) were entered into between the DISTRICT and the CITY; 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 the following:

SECTION III – GENERAL paragraphs 10 and 15 shall be revised 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.

- 15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 30, 2008. 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 August 14, 2003, and the First Supplemental Interlocal Contract dated June 8, 2006 shall remain unchanged.

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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

August 14, 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:

CITY OF LAS VEGAS

10/1/2008

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

ATTEST:

Beverly K. Bridges
Beverly K. Bridges
City Clerk

Approved as to form

John S. Ridilla 10/5/08
John S. Ridilla Date
Deputy City Attorney

EXEMPT FROM

