

**FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
LAS VEGAS WASH CARTIER CHANNEL**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
(CONTRACT) made and entered into as of the 14th day of April, 2022
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 2018 Master Plan Update as Structure Nos. LVVC 0000,
LVVC 0030 and LVVC 0035, 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; and,

WHEREAS, an Interlocal Contract was entered into on October 10, 2019
between the DISTRICT and the CITY; and

WHEREAS, it is desired to supplement the aforementioned CONTRACT to
increase funding.

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 II – PROJECT COSTS, shall be revised to read as follows:

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

1. The engineering and design shall not exceed \$1,463,293.
2. Preparation of right-of-way drawings, descriptions, title reports of the
right-of-way required, and appraisals and right-of-way acquisition at a cost
not to exceed \$20,000.

3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$2,000.
4. The total cost of this CONTRACT shall not exceed \$1,485,293 which includes all 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 must be 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 6, 9, 10 and 15 shall be revised/added to read as follows:

6. Applicable portions of the current editions of the Clark County Regional Flood Control District Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
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. Predesign Engineering
 - b. Design Engineering
 - c. Entity Design Labor
 - d. Right-of-way
 - e. Environmental
 - f. Emergency Action Plan
 - g. Flood Map Revision
 - h. Construction
 - i. Construction Management
 - j. Entity Construction Management Labor
 - k. Landscape Construction
 - l. Other
10. Accurate documentation of all work performed and payments made will be maintained by the CITY in accordance with applicable state laws and retention policies of the CITY.

15. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The remainder of the original Interlocal Contract dated October 19, 2019 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

Date of District Action

April 14, 2022

City of North Las Vegas

Regional Flood Control District

By: _____
JOHN J. LEE, Mayor

By: Debra March
Debra March (Apr 19, 2022 11:31 PDT)
DEBRA MARCH
Chair

Attest

Attest

By: _____
Jackie Rodgers, City Clerk

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

Approved as to Form

By: M Moore
Micaela Rustia Moore
City Attorney

By: christopher figgins
christopher figgins (Apr 19, 2022 08:46 PDT)
Christopher Figgins
RFCD Attorney

