

**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
FLAMINGO – BOULDER HIGHWAY NORTH, CHARLESTON –
MAIN STREET TO MARYLAND PARKWAY**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT (“CONTRACT”) made and entered into as of the 8th day of June, 2023 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 2013 Master Plan Update as Facility Number FLBN 0281 and 0312, hereinafter referred to as “PROJECT”; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number FLBN 0281 and 0312, 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 10, 2017, First Supplemental Interlocal Contract dated May 24, 2018, Second Supplemental Interlocal Contract dated April 9, 2020 and Third Supplemental Interlocal Contract dated March 9, 2023 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to increase PROJECT 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 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 \$1,740,674.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$2,000.
3. Environmental in an amount not to exceed \$2,000.
4. Entity Design Labor in an amount not to exceed \$385,000.
5. The total cost of this CONTRACT shall not exceed \$2,129,674 which includes all the items described in the paragraphs above.
6. 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.
7. 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, paragraph 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 COUNTY), 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 August 10, 2017, First Supplemental Interlocal Contract dated May 24, 2018, Second Supplemental Interlocal Contract dated April 9, 2020 and Third Supplemental Interlocal Contract dated March 9, 2023 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Fourth 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

June 8, 2023

City of Las Vegas

Regional Flood Control District

By: _____
Carolyn G. Goodman, Mayor

By: Justin Jones
Justin Jones (Jun 8, 2023 11:03 PDT)
Justin Jones
Chair

Attest

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

Approved as to Form

By: Timothy J. Geswein June 26, 2023
Deputy City Attorney Date
Timothy J. Geswein
Deputy City Attorney

By: Christopher D Figgins
Christopher D Figgins (Jun 8, 2023 10:24 PDT)
Christopher Figgins
RFCD Attorney

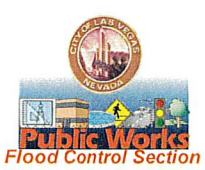
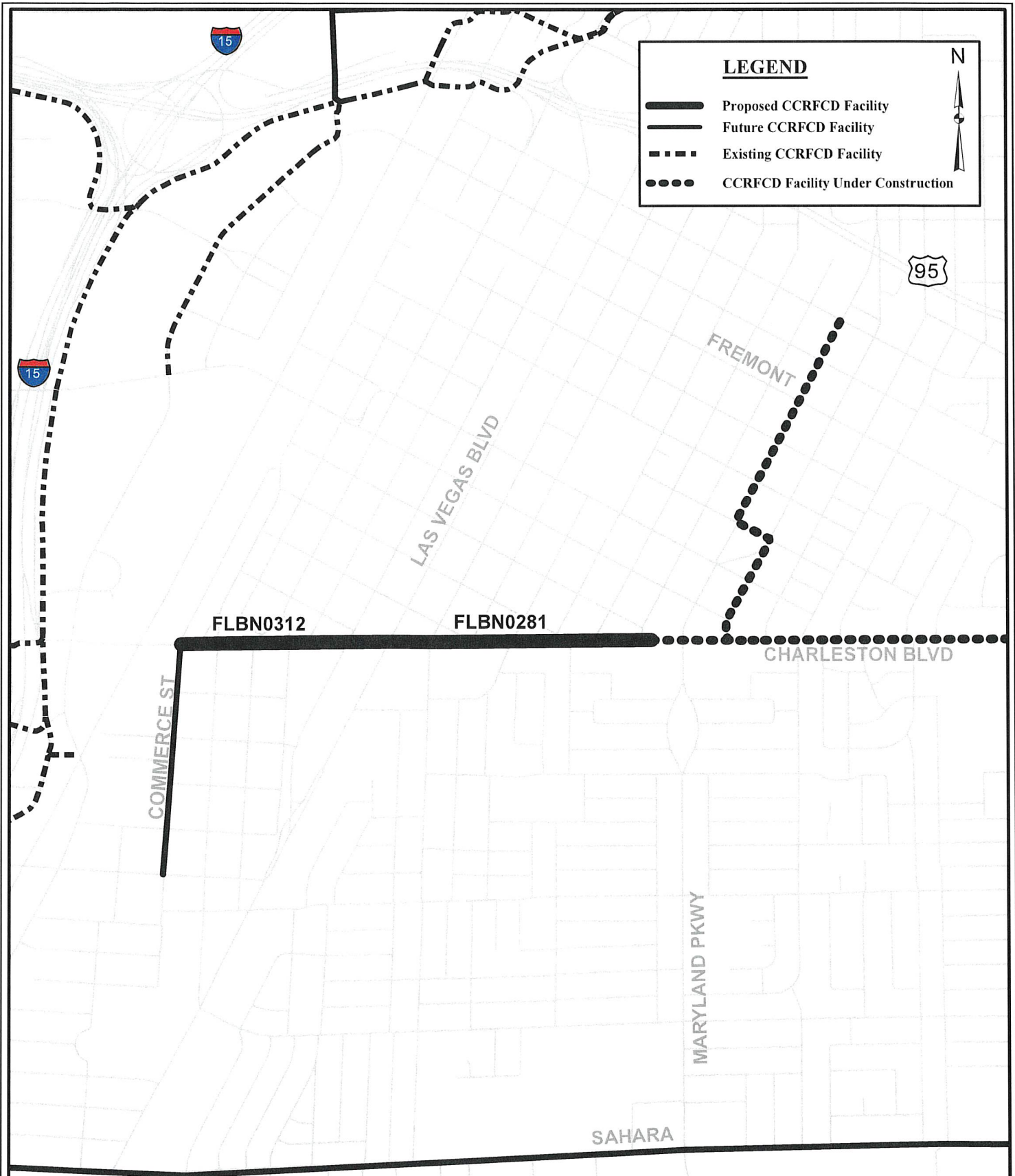


EXHIBIT A
FLAMINGO - BOULDER HWY NORTH, CHARLESTON -
MAIN STREET TO MARYLAND PARKWAY
(LAS29D17)

SCALE: 1:16,000
DRAWING NAME:
 LAS29D17_Flamingo_BoulderHwyN_Charleston
DRAWN BY: JRT
DATE: 5/11/2023
SHEET NUMBER 1 OF 1