

**SUPPLEMENTAL NO. 6 TO THE INTERLOCAL CONTRACT FOR  
SR 163 AT CASINO DRIVE**

**THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT**, made and entered into this 11th day of March, 2021, by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the County of Clark, hereinafter referred to as "COUNTY".

**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 generally described in the 2004 Master Plan Update for Laughlin, Nevada, as Structure No.'s LUBC 0002 through 0031, hereinafter referred to as "Project"; and

**WHEREAS**, the flood control improvements proposed herein are generally described in the 2009 Master Plan Update for Laughlin, Nevada, as Structure No.'s LUBC 0000, 0001, 0005, 0006, 0007 and 0031, hereinafter referred to as "Project"; and

**WHEREAS**, the flood control improvements proposed herein are generally described in the 2014 Master Plan Update for Laughlin, Nevada, as Structure No.'s LUBC 0000, 0001, 0005, 0006, 0007 and 0031, hereinafter referred to as "Project"; and

**WHEREAS**, the flood control improvements proposed herein are generally described in the 2019 Master Plan Update for Laughlin, Nevada, as Structure No.'s LUBC 0000, 0001, 0005, 0006, 0007, 0010 and 0031, 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**, it is necessary to increase funding for the Project; and

**WHEREAS**, it is necessary to extend the term of the contract for the Project; and

**WHEREAS**, the Project has regional flood control significance and is located in the unincorporated area of Clark County outside of the Las Vegas Valley.

**NOW, THEREFORE**, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the COUNTY agree to supplement the

Interlocal Contract approved October 9, 2008; and supplemental interlocal contracts approved December 11, 2008, December 8, 2011, June 9, 2016, June 14, 2018 and March 14, 2019, as follows:

**SECTION II - PROJECT COSTS, shall be revised to read as follows:**

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

1. Design in an amount not to exceed \$691,500.00.
2. Right-of-way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc. in an amount not to exceed \$11,500.00.
3. Environmental in an amount not to exceed \$125,500.00.
4. The total cost of this Interlocal Contract shall not exceed \$828,500.00, 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 approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.
7. The DISTRICT agrees to reimburse the COUNTY for eligible costs incurred by the COUNTY prior to approval of the Interlocal Contract, but not before October 7, 2008.,

**SECTION III – GENERAL, paragraphs 9, 14 and 15 shall be changed/added as follows:**

9. The DISTRICT will pay the 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 Costs
  - d. Right-of-way
  - e. Environmental
  - f. Emergency Action Plan
  - g. Flood Map Revision
  - h. Construction

- i. Construction Management
- j. Entity Construction Management Labor Costs
- k. Landscape Construction
- l. Other

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2026. The DISTRICT may, at any time thereafter, grant extensions or terminate this Interlocal Contract after thirty (30) days notice.

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 and Supplemental Interlocal Contracts shall remain unchanged.

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**IN WITNESS WHEREOF**, this Supplemental No. 6 to the Interlocal Contract is hereby executed as of the date first set forth above.

Date of Commission Action: **CLARK COUNTY BOARD OF COMMISSIONERS**

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By: \_\_\_\_\_  
Marilyn Kirkpatrick  
Chair

Attest:  
  
\_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

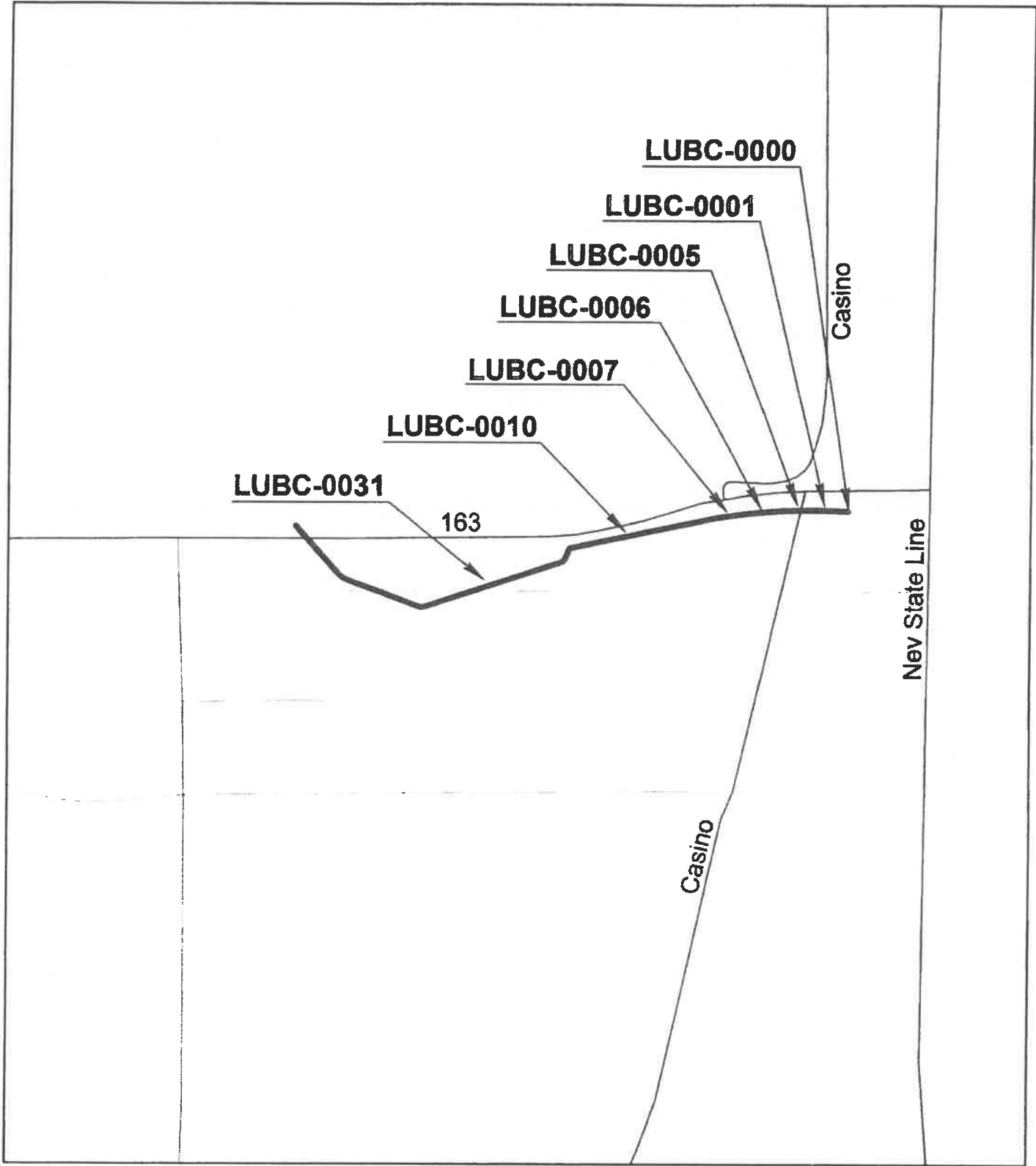
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Date of District Action: **REGIONAL FLOOD CONTROL DISTRICT**

March 11, 2021  
\_\_\_\_\_  
By: Debra March  
Debra March (Mar 16, 2021 14:16 PDT)  
DEBRA MARCH, Chair

Attest:  
  
Deanna Hughes  
Deanna Hughes (Mar 16, 2021 14:31 PDT)  
\_\_\_\_\_  
DEANNA HUGHES  
Secretary to the Board

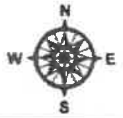
Approved as to Form:  
  
Christopher Figgins  
Christopher Figgins (Mar 15, 2021 09:30 PDT)  
\_\_\_\_\_  
CHRISTOPHER FIGGINS  
RFCF Attorney



**Legend**

— Proposed

**Exhibit A**



**Project Number: LAU04A08**

**SR 163 at Casino Drive**

CLARK COUNTY PUBLIC WORKS

SCALE: NOT TO SCALE

DATE: 02-10-2021

SHEET NUMBER: 1 OF 1