

AMENDMENT NO. 3 TO THE
INTERLOCAL CONTRACT BETWEEN
CLARK COUNTY AND THE
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
FOR GOVERNMENTAL SERVICES

This Amendment No. 3 to the Interlocal Contract, is made and entered into on this _____ day of _____, 2022, by and between the County of Clark, a political subdivision of the State of Nevada, herein referred to as "COUNTY"; and the Clark County Regional Flood Control District, herein referred to as "DISTRICT".

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, two or more political subdivisions or districts may enter into an interlocal contract for the performance of governmental functions; and

WHEREAS, the DISTRICT was created to protect the health, safety, and welfare of residents in Clark County from the impacts of flooding; and

WHEREAS, the DISTRICT desires to obtain assistance from the COUNTY with certain governmental services that are necessary in the operation of the DISTRICT as allowed in NRS 543.510; and

WHEREAS, the COUNTY has the expertise and as an established entity is willing to provide certain governmental services to the DISTRICT subject to the terms and conditions contained herein.

WHEREAS, an interlocal contract was entered into between COUNTY and the DISTRICT on July 11, 2002, amended on November 8, 2007, and amended on June 14, 2012;

WHEREAS, pursuant to Section C.1, the DISTRICT wishes to exercise the option to renew the interlocal contract for an additional ten (10) year term commencing on July 1, 2022 and ending June 30, 2032.

WHEREAS, the COUNTY is in agreement with the option to renew the agreement for an additional ten year period.

NOW THEREFORE, in consideration of the premises of the mutual covenants herein contained it is agreed as follows:

B. DISTRICT RESPONSIBILITIES – paragraph 1. and 7. shall be changed and read as follows:

1. The DISTRICT will pay \$120,127.00 to the COUNTY for services rendered through this Interlocal Contract for the base Fiscal Year 2021/22. Thereafter, the DISTRICT will pay the actual costs for the services rendered through this Interlocal Contract as agreed to by the DISTRICT'S General Manager Chief Engineer or his or her designee as part of the

annual general administrative charge (Annual Burden Charge). The DISTRICT will budget for the Annual Burden Charge. The COUNTY will invoice the DISTRICT by June 30 of each year for services rendered under this Interlocal Contract and the DISTRICT will pay the COUNTY within thirty (30) days after the invoice date.

7. The DISTRICT will pay \$47,308.00 to the COUNTY for SAP (Systems Applications Products) services rendered through the Enterprise Resource Planning (ERP) project for Fiscal Year 2022/23.

Thereafter, the DISTRICT will pay the fiscal year actual costs as agreed to by the DISTRICT'S General Manager/Chief Engineer or his or her designee for the services rendered in this clause. The DISTRICT will budget for the annual ERP services. The COUNTY will invoice the DISTRICT by June 30 of each year for services rendered under this clause and the DISTRICT will pay the COUNTY within thirty (30) days after the invoice date.

Section C. MUTUALLY AGREED, paragraph 1 and 4 shall be changed to read as follows:

1. The Interlocal Contract shall remain in full effect for a ten (10) year term, commencing on July 1, 2022 and ending on June 30, 2032, with an option to renew for another ten (10) year term if COUNTY and DISTRICT mutually agree for the option to renew via written correspondence from the DISTRICT to the COUNTY unless otherwise terminated as set forth herein by either party.
4. Invoices, payments, and notices shall be hand delivered to the parties at the following addresses:

TO COUNTY : Clark County Manager's Office
 500 S. Grand Central Parkway, Sixth Floor
 Las Vegas, NV 89155-1111
 Attn: County Manager

TO DISTRICT: Clark County Regional Flood Control District
 600 S. Grand Central Parkway, 3rd Floor, Suite 300
 Las Vegas, NV 89106-4511
 Attn: General Manager

///

///

///

All other sections of the original Governmental Services Interlocal Contract dated July 11, 2002, Amendment No. 1 dated November 8, 2007, and Amendment No. 2 dated June 14, 2012 shall remain unchanged.

WITNESSES:

WHEREOF, the parties hereto have set forth their hands this day and year first written above.

CLARK COUNTY

Board of County Commissioners

CLARK COUNTY

REGIONAL FLOOD CONTROL DISTRICT
Board of Directors

James Gibson, Chair

Debra March, Chair

ATTEST:

ATTEST:

Lynn Maria Goya, County Clerk

Deanna Hughes, Secretary to the Board

Date of Commission Action:

Date of Board Action:

Approved as to Form:

Christopher Figgins
RFCD Attorney