

**SUPPLEMENTAL NO. 3 TO THE INTERLOCAL CONTRACT FOR
SR 163 AT CASINO DRIVE**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT ("CONTRACT"), made and entered into this 14th day of April, 2022, 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.

W I T N E S S E T H

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 2014 Master Plan Update for Laughlin, Nevada, as Structure No.'s LUBC 0000, 0001 and 0006, hereinafter referred to as "Project"; and

WHEREAS, the flood control improvements proposed herein are generally described in the 2020 Master Plan Update for Laughlin, Nevada, as Structure No.'s LUBC 0000, 0001, 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, the PROJECT has regional flood control significance and is located in the unincorporated areas of Clark County outside of the Las Vegas Valley; and

WHEREAS, it is desirable to extend the term of the CONTRACT and change the scope for the PROJECT.

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 July 13, 2017, Supplemental No. 1 Interlocal Contract approved October 11, 2018 and Supplemental No. 2 Interlocal Contract approved 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. Construction in an amount not to exceed \$2,065,000.
2. Construction management in an amount not to exceed \$185,000.
3. The total cost of this CONTRACT shall not exceed \$2,250,000 which includes all the items described in the paragraphs above.
4. 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.
5. 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 7, 10, 11, 15 and 16 shall be changed/added to read as follows:

7. 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.
10. 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
 - 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

11. Accurate documentation of all work performed and payments made will be maintained by the COUNTY in accordance with applicable state laws and retention policies of the COUNTY.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the District prior to June 30, 2024. The District may, at any time thereafter, grant extensions or terminate this Interlocal Contract after thirty (30) days notice.
16. 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 remains unchanged.

IN WITNESS WHEREOF, this Supplemental No. 3 to the Interlocal Contract is hereby executed as of the date first set forth above.

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

By:

JAMES B. GIBSON
Chair

Attest:

LYNN MARIE GOYA
County Clerk

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

April 14, 2022

By:

Debra March
Debra March (Apr 19, 2022 11:31 PDT)

DEBRA MARCH, Chair

Attest:

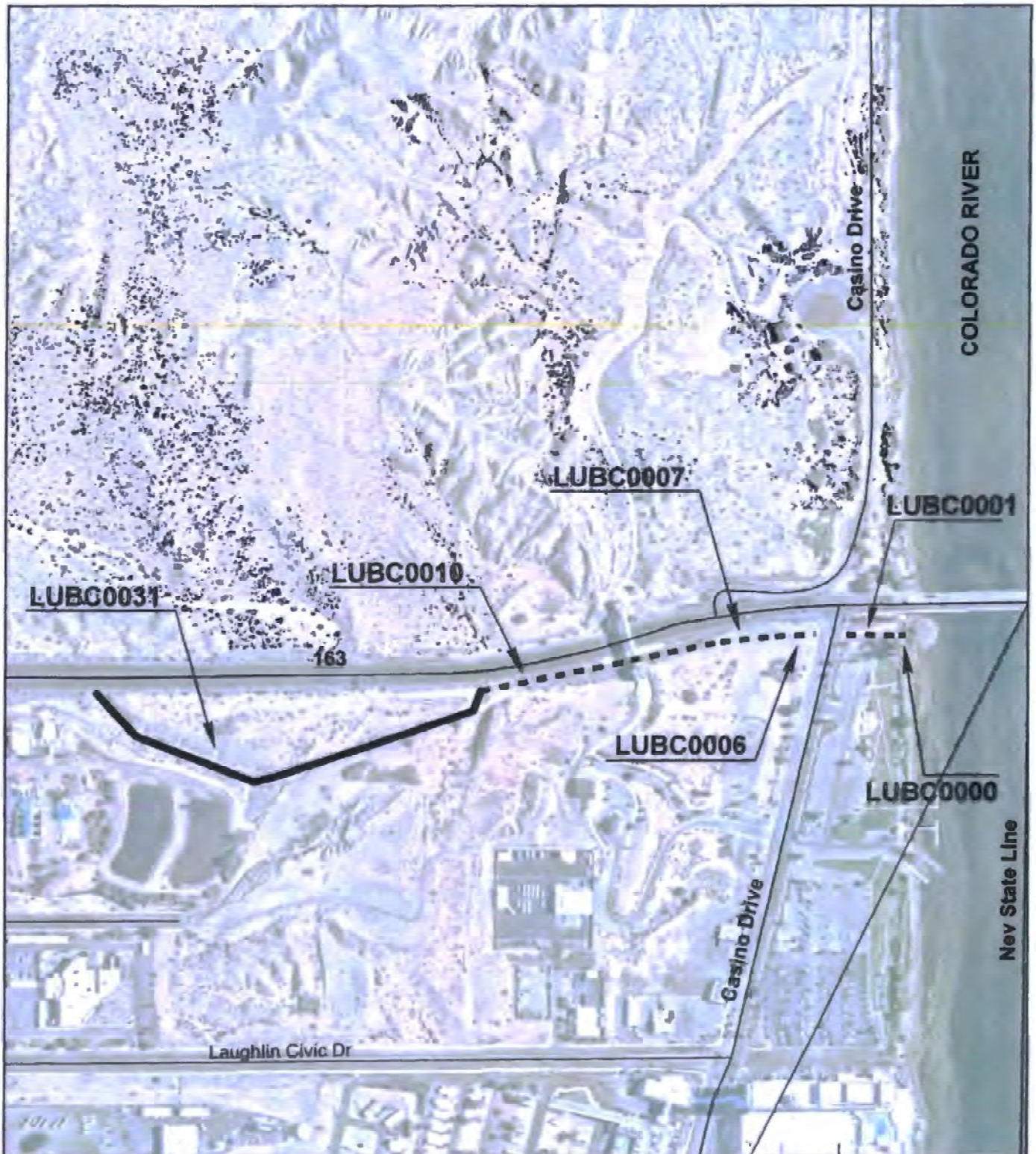
Deanna Hughes

DEANNA HUGHES
Secretary to the Board

Approved as to Form:

christopher figgins
christopher figgins (Apr 19, 2022 08:46 PDT)

CHRISTOPHER FIGGINS
RFCD Attorney



Legend

- Proposed
- - - Existing

Exhibit A



Project Number: LAU04B17

SR 163 at Casino Drive

CLARK COUNTY PUBLIC WORKS

SCALE: NOT TO SCALE

DATE: 03-16-2022

SHEET NUMBER: 1 OF 1