

**SUPPLEMENTAL NO. 4 TO THE INTERLOCAL CONTRACT FOR
WINDMILL WASH DETENTION BASIN EXPANSION AND JESS WAITE LEVEE
FACILITIES
(AKA WINDMILL WASH DETENTION BASIN EXPANSION)**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
("CONTRACT"), made and entered into this 10th day of June, 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 2017 Master Plan Update for the Town of Bunkerville, Structure Nos. WIJE 0000, WIWA
0038 and JEWA 0166 and 0168, 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 DISTRICT approved interlocal contracts to provide funds for design,
right-of-way, and environmental for the Project; and

WHEREAS, it is necessary to increase design funding and extend the term of the
contract and change the name of the project from Windmill Wash Detention Basin Expansion to
Windmill Wash Detention Basin Expansion and Jess Waite Levee Facilities for the Project; and

WHEREAS, the Project has regional flood control significance and is located in the
same hydrographic area as 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 February 10, 2011, supplemental Interlocal Contracts approved
November 10, 2011, January 10, 2013 and June 9, 2016 to the following:

SECTION I - SCOPE OF PROJECT, shall be changed to read as follows:

This Interlocal Contract applies to engineering, right-of-way, and environmental mitigation of
improvements associated with the Windmill Wash Detention Basin Expansion now known as
Windmill Wash Detention Basin Expansion and Jess Waite Levee Facilities project. The basic
improvements shall consist of flood water facilities including pipes, channels, dikes, energy

dissipators, channel structures, channel access, and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. The Project is further identified and shown on the attached Exhibit "A."

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 \$956,000.00.
2. Right-of-way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc. in an amount not to exceed \$41,000.00.
3. Emergency Action Plan in an amount not to exceed \$4,000.00.
4. Environmental in an amount not to exceed \$179,000.00.
5. The total cost of this Interlocal CONTRACT shall not exceed \$1,180,000.00, 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, paragraphs 9, 14 and 15 shall be changed/added to read as follows:

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

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 remains unchanged.

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IN WITNESS WHEREOF, this Supplemental No. 4 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: _____
Marilyn Kirkpatrick
Chair

Attest:

LYNN MARIE GOYA
County Clerk

Date of District Action: REGIONAL FLOOD CONTROL DISTRICT

June 10, 2021

By: Debra March
Debra March (Jun 14, 2021 10:34 PDT)
DEBRA MARCH, Chair

Attest:

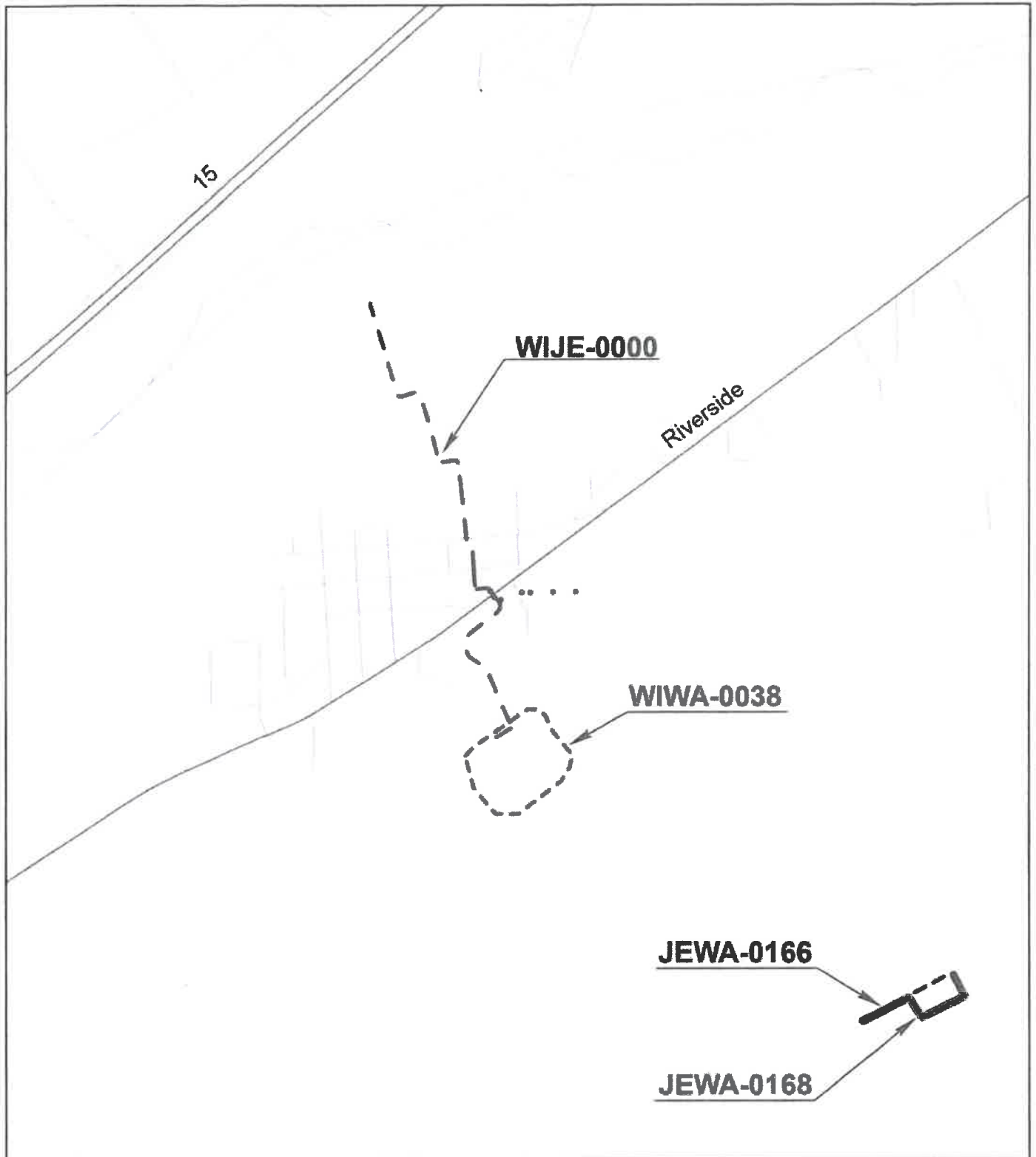
Deanna Hughes

DEANNA HUGHES
Secretary to the Board

Approved as to Form:

Christopher Figgins
Christopher Figgins (Jun 14, 2021 09:17 PDT)

CHRISTOPHER FIGGINS
RFCD Attorney



Legend

- Proposed
- Existing
- Future

Exhibit A



	Project Number: BUN01D11	CLARK COUNTY PUBLIC WORKS
		SCALE: NOT TO SCALE
	Windmill Wash Detention Basin Expansion and Jess Waite Levee Facilities	DATE: 05-13-2021
		SHEET NUMBER: 1 OF 1