

INTERLOCAL CONTRACT
EQUESTRIAN DETENTION BASIN OUTFALL

THIS INTERLOCAL CONTRACT made and entered into as of the 10th day of October, 2002, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT" and CITY OF HENDERSON 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 identified in the Master Plan No. C1EQ-0000 thru 0180, 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 project priority list; 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 CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design engineering associated with the Equestrian Detention Basin Outfall. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipaters, 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. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

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

1. The cost for design shall not exceed \$544,000.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$5,000.
3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$10,000.
4. The total cost of this Contract shall not exceed \$559,000, which includes all the items described in paragraphs one, two, and three 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.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Flood Control District of Clark County as the funding agency.
2. The award of bid for this PROJECT shall occur no later than December 31, 2003. The CITY will take all reasonable steps possible to avoid delays in the construction of District funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

4. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for the construction of the project.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the 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.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

10. The DISTRICT will reimburse the CITY, 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. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Predesign engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: costs incurred by the entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA).
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form or in microfilm/fiche media.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects, both during and after project completion.

13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2004. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

October 10, 2002
ATTEST:

BY: Lawrence L. Brown III
Lawrence L. Brown, III, Chairman

Carolyn Frazier
Carolyn Frazier, Secretary to the Board


Approved as to Form:

BY: Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

CITY OF HENDERSON

11/5/02
ATTEST:

BY: 
James B. Gibson, Mayor


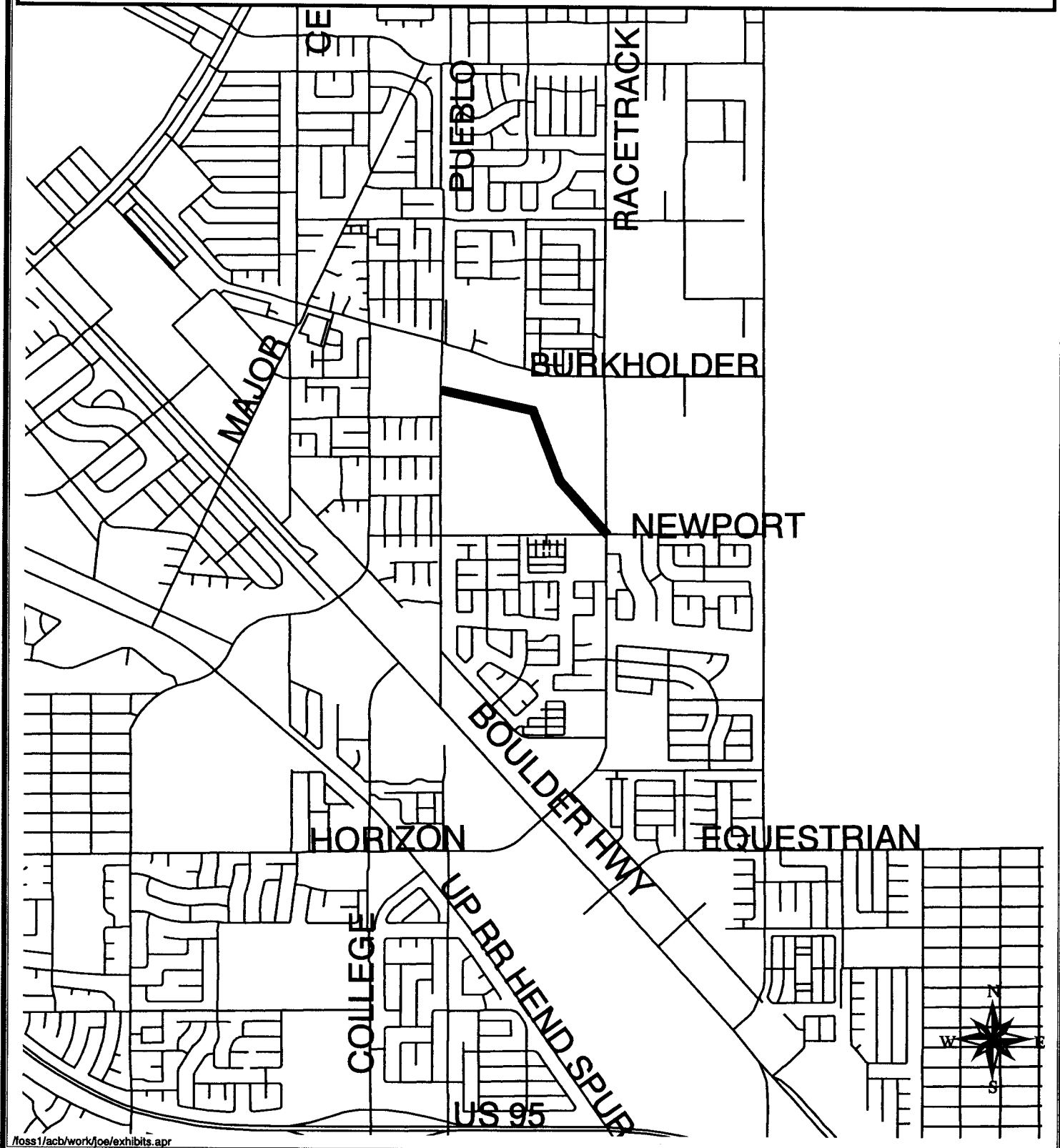

Monica M. Simmons, CMC, City Clerk

EXHIBIT A

EQUESTRIAN DETENTION BASIN OUTFALL



FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

EQUESTRIAN DETENTION BASIN OUTFALL

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 13th day of January, 2005, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, 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 2002 Master Plan Update, Structure No. C1EQ0000, 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 same hydrographic areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY for design dated October 10, 2002; and

WHEREAS, the CITY desires to extend the completion date of the PROJECT.

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 III – GENERAL, Paragraphs 13 and 15 are amended to read as follows:

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated October 10, 2002, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

January 13, 2005
ATTEST:

BY: Lawrence L. Brown III
Lawrence L. Brown III, Chairman

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

Approved as to Form:

Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

CITY OF HENDERSON

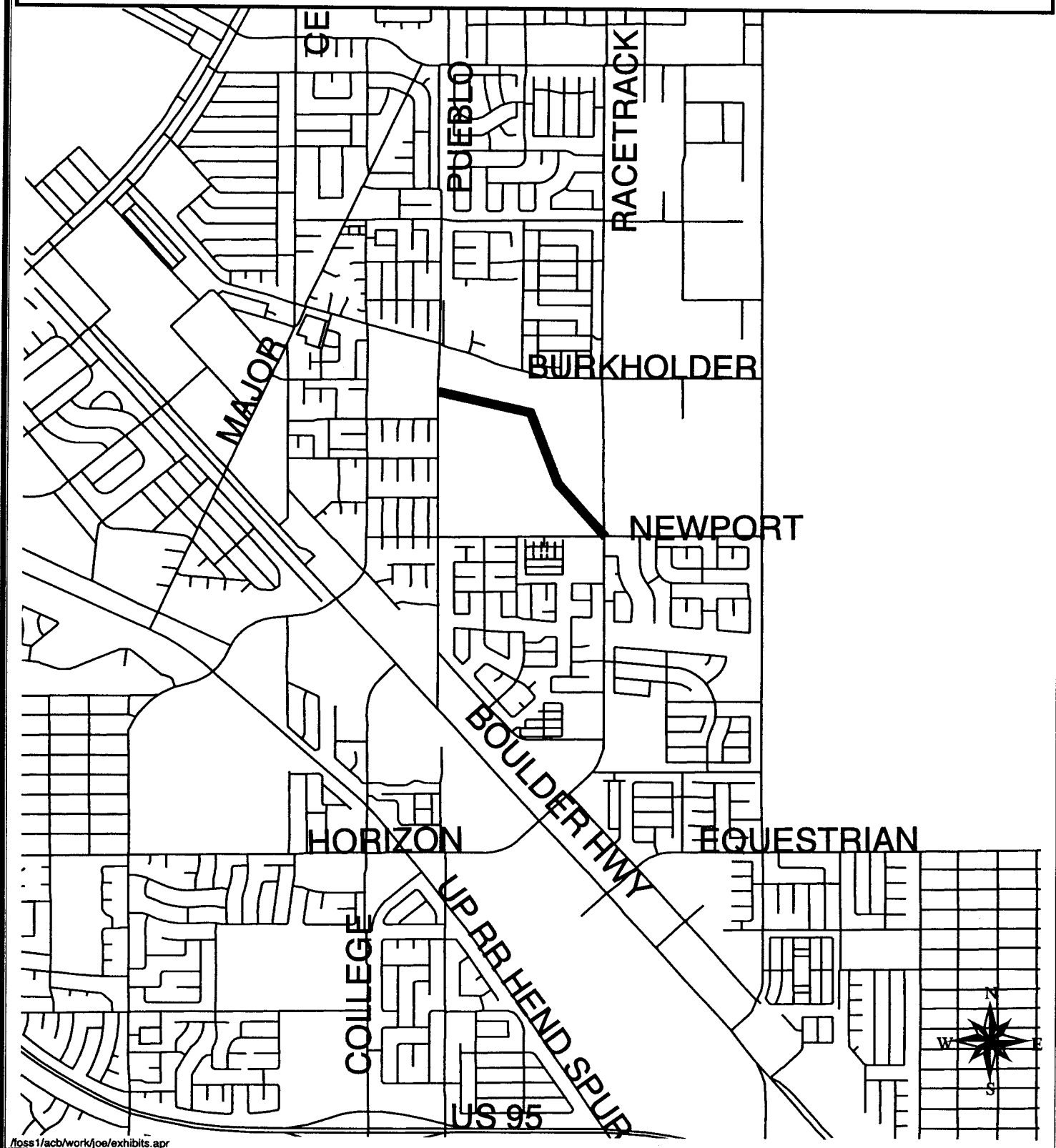
2/15/05
ATTEST

BY: James B. Gibson
James B. Gibson, Mayor

Monica M. Simmons
Monica M. Simmons, CMC, City Clerk

EXHIBIT A

EQUESTRIAN DETENTION BASIN OUTFALL



03/17/2005 14:34 435-986-3981

PAGE 01

FILE HENUGCOR



**US Army Corps
of Engineers ®
Sacramento District**

**St. George Regulatory Office
321 North Mall Drive, Suite L-101
St. George, Utah 84790-7314
Voice: (435) 986-3979
Fax: (435) 986-3981**

**E-mail Address: grady.mcnuire@usace.army.mil
Website: http://www.spk.usace.army.mil/cespk-co/regulatory**

Date: 17 March 2005

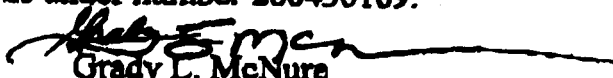
To: Ed Rajnovich, Tetra Tech Inc.

From: Grady McNure

Number of Pages: 1

Releaser's Signature: _____

Comments: I received your fax on the Equestrian Detention Basin Outfall. I do not think any further permitting from the Corps of Engineers is necessary for this project. You may proceed with the outfall. I have filed this under number 200450169.


**Grady L. McNure
Chief, St. George Regulatory Office**

Post-it® Fax Note	7671	Date	3/18/05	# of pages	1
To	STEVE PARRISH	From	ED RAJNOVICH		
Co./Dept	CC&FD	Co.	TETRA TECH		
Phone #	—	Phone #	—		
Fax #	435-3870	Fax #	—		

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

EQUESTRIAN DETENTION BASIN OUTFALL

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 13th day of January, 2006, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, 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 2002 Master Plan Update, Structure No. C1EQ0000, 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 same hydrographic areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY for design dated October 10, 2002; and First Supplemental Interlocal Contract dated January 13, 2005, to extend the completion date; and

WHEREAS, the CITY desires to extend the completion date of the PROJECT.

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 III – GENERAL, Paragraph 15 is amended to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2007. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated October 10, 2002, and First Supplemental Interlocal Contract dated January 13, 2005, shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

January 12, 2006
ATTEST:

BY: Lawrence L. Brown III
Lawrence L. Brown III, Chairman

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

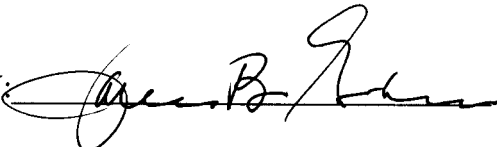
Approved as to Form:

Chris Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

CITY OF HENDERSON

2/7/06

BY: 
James B. Gibson, Mayor

ATTEST

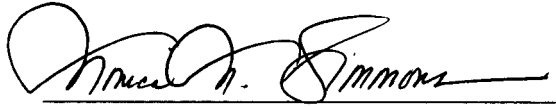
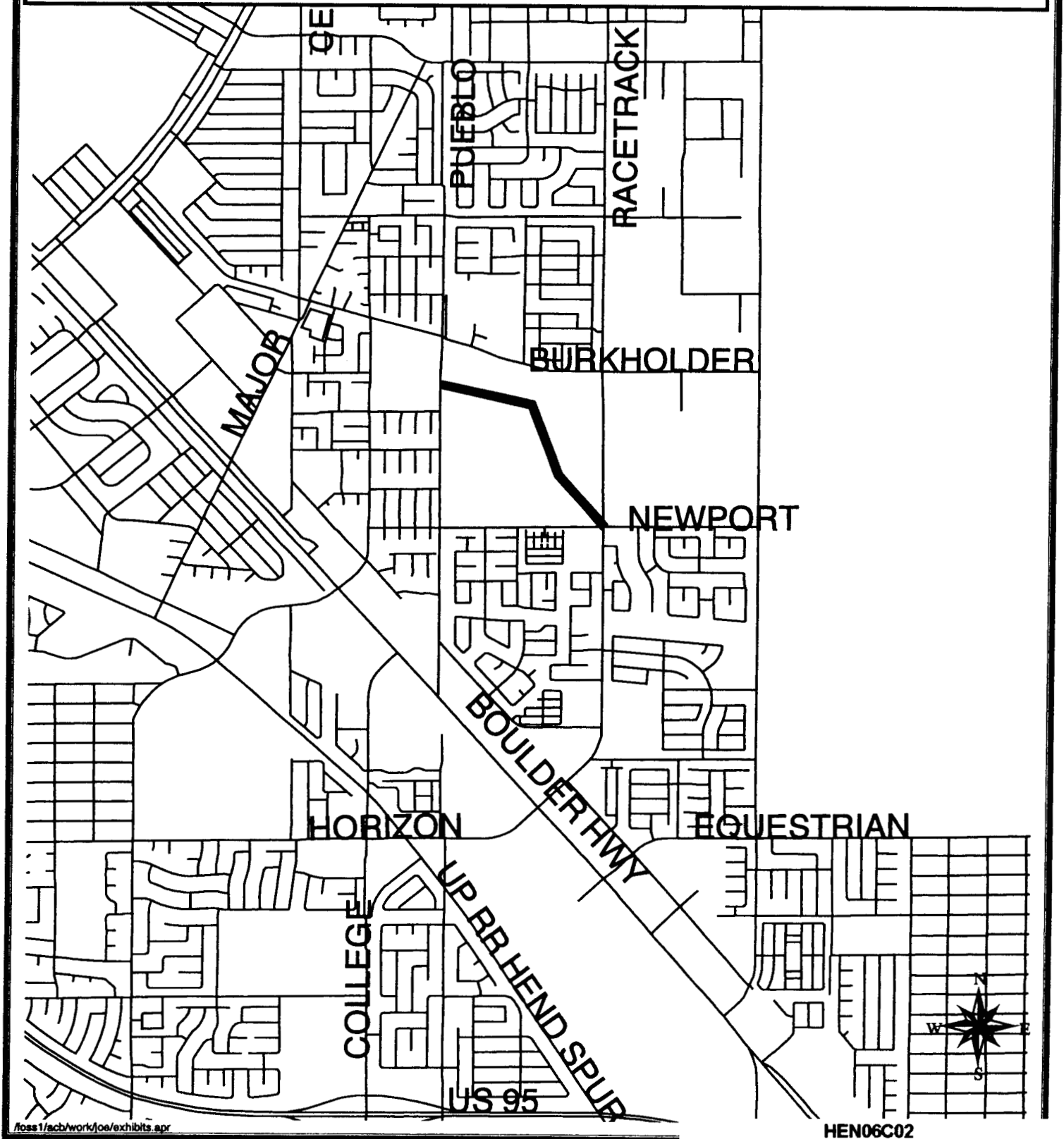

Monica M. Simmons, CMC, City Clerk

EXHIBIT A

EQUESTRIAN DETENTION BASIN OUTFALL



THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

EQUESTRIAN DETENTION BASIN OUTFALL

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 3rd day of November, 2007, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, hereinafter referred to as "CITY".

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 the same **as** those generally identified in the 2002 Master Plan Update, Structure No. C1EQ0000, 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 same hydrographic areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract dated October 10, 2002, a First Supplemental Interlocal Contract dated January 13, 2005, and a Second Supplemental Interlocal Contract dated January 12, 2006 were entered into between the DISTRICT and the CITY for design of the Equestrian Detention Basin Outfall; and

WHEREAS, the CITY wishes to extend the completion date of the project to December 31, 2008.

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 III – GENERAL, paragraph 15 is amended to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated October 10, 2002; and supplemental contracts dated January 13, 2005 and January 12, 2006, shall remain unchanged.

IN WITNESS WHEREOF, this Third Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

November 5, 2007
ATTEST:

BY: Lawrence L. Brown III
Lawrence L. Brown III, Chairman

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

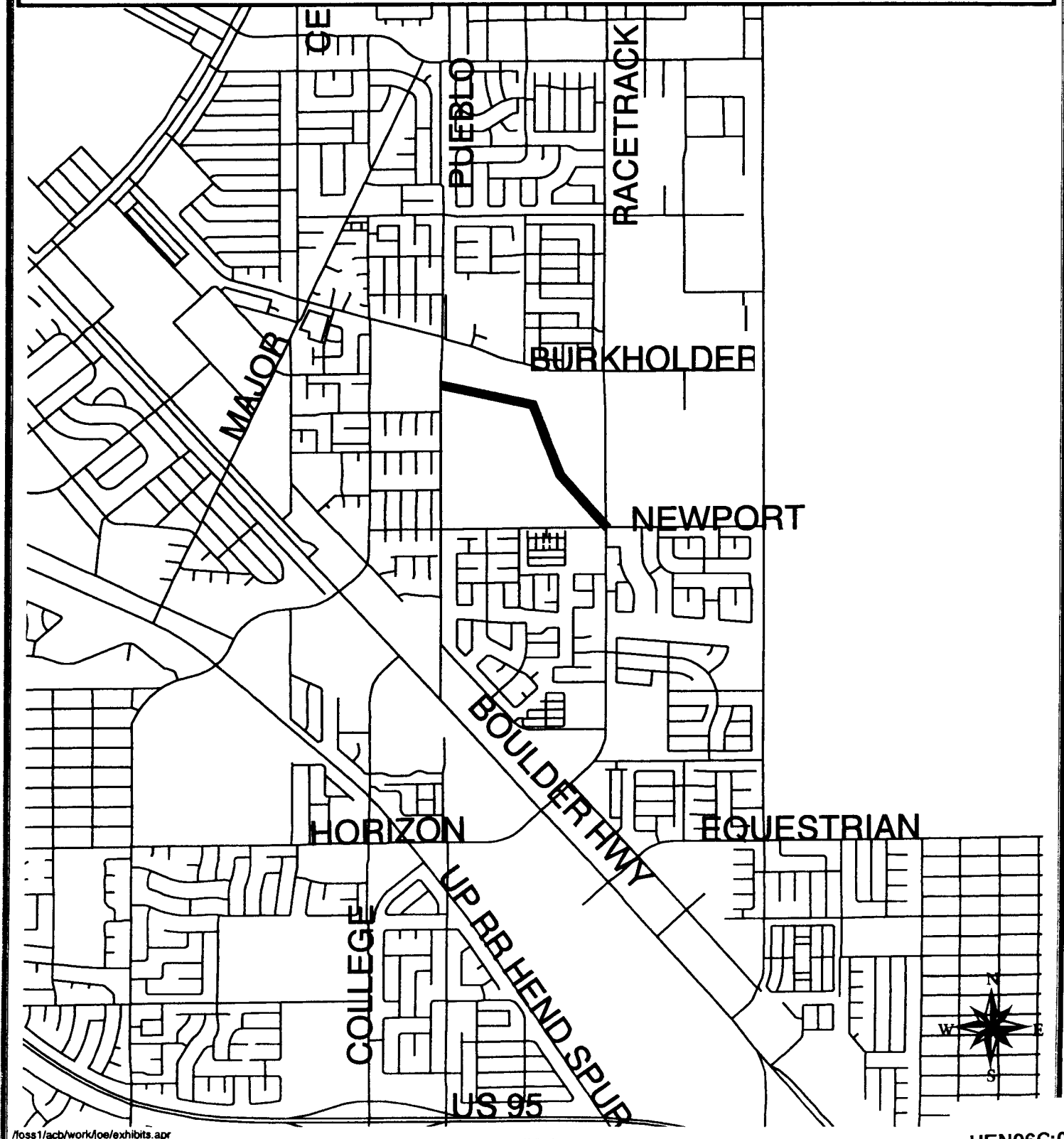
CITY OF HENDERSON

BY: James B. Gibson
James B. Gibson, Mayor

11/6/07
ATTEST: Monica M. Simmons
Monica M. Simmons, CMC, City Clerk

EXHIBIT A

EQUESTRIAN DETENTION BASIN OUTFALL



FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

EQUESTRIAN DETENTION BASIN OUTFALL

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 12th day of June, 2008, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, hereinafter referred to as "CITY".

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 the same as those generally identified in the 2002 Master Plan Update, Structure No. C1EQ0000, 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 same hydrographic areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract dated October 10, 2002, a First Supplemental Interlocal Contract dated January 13, 2005, a Second Supplemental Interlocal Contract dated January 12, 2006, and a Third Supplemental Interlocal Contract dated November 8, 2007 were entered into between the DISTRICT and the CITY for design of the Equestrian Detention Basin Outfall; and

WHEREAS, the CITY wishes to increase funding for final design engineering, add a line item for right-of-way, and extend the completion date of the project.

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 is revised to read:

1. The design costs shall not exceed \$689,000.
2. Preparation of right-of-way acquisition drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$12,000.
3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$20,000.
4. The total cost of this Contract shall not exceed \$721,000, 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.

SECTION III – GENERAL, paragraphs 10 and 15 are amended to read as follows:

10. The DISTRICT will pay the CITY, 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. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Predesign engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the

implementation of mitigation measures provided in an environmental document (e.g., EIS OR EA).

- g. Other including landscaping, flood insurance rate map amendments or revisions etc.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated October 10, 2002; and supplemental contracts dated January 13, 2005, January 12, 2006, and November 8, 2007 shall remain unchanged.

IN WITNESS WHEREOF, this Fourth Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

June 12, 2008

ATTEST:

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III
Lawrence L. Brown III, Chairman

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

7-1-08

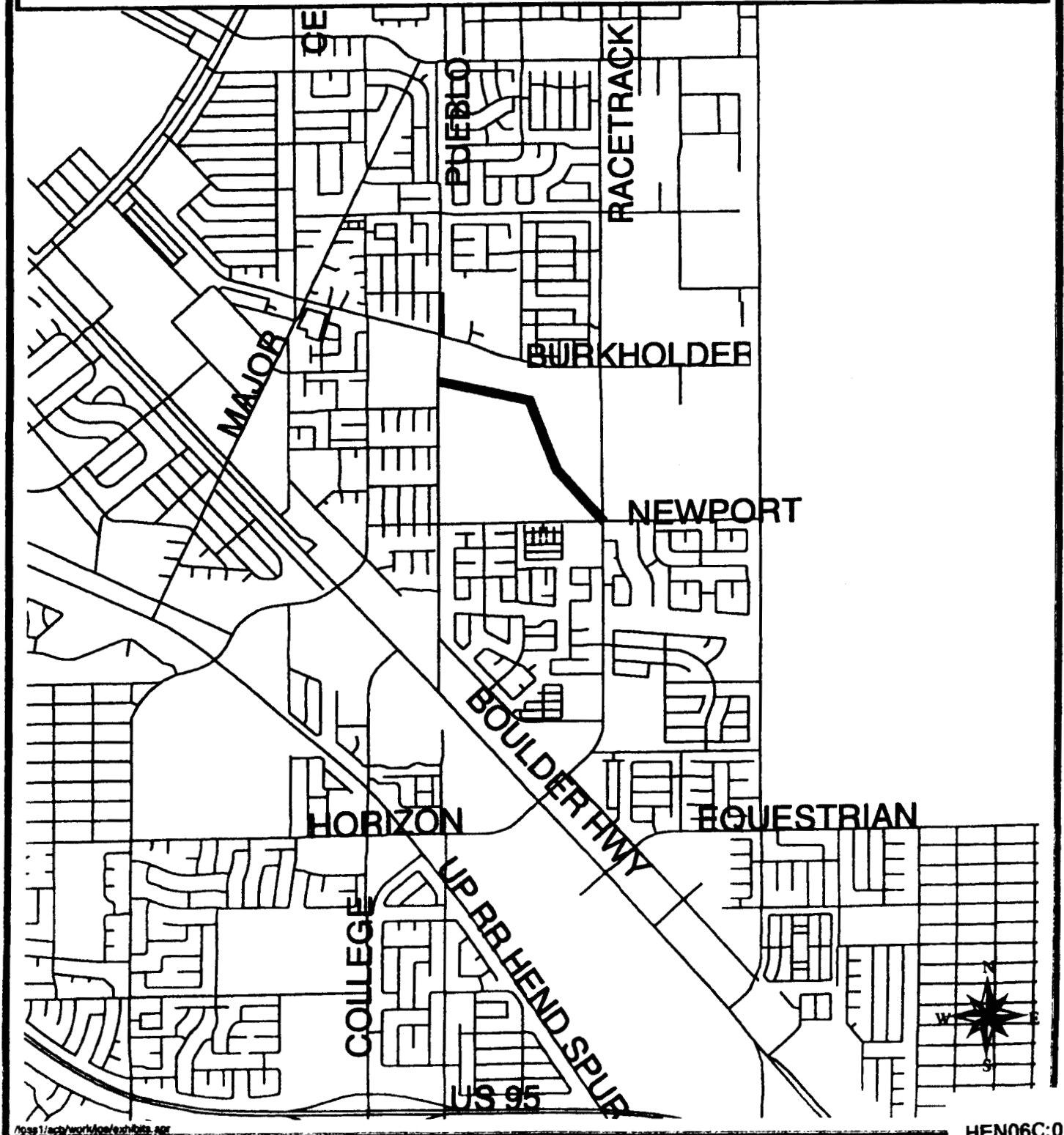
ATTEST:

Monica Martinez Simmons
Monica Martinez Simmons, MMC, City Clerk

CITY OF HENDERSON

BY: James B. Gibson
James B. Gibson, Mayor

EXHIBIT A EQUESTRIAN DETENTION BASIN OUTFALL



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HEN06C:02

HEN06C02 (Design)

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

EQUESTRIAN DETENTION BASIN OUTFALL

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 14th day of August, 2008, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, hereinafter referred to as "CITY".

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 the same as those generally identified in the 2002 Master Plan Update, Structure No. C1EQ0000, 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 same hydrographic areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract dated October 10, 2002, a First Supplemental Interlocal Contract dated January 13, 2005, a Second Supplemental Interlocal Contract dated January 12, 2006, a Third Supplemental Interlocal Contract dated November 8, 2007, and a Fourth Supplemental Interlocal Contract dated June 12, 2008 were entered into between the DISTRICT and the CITY for design of the Equestrian Detention Basin Outfall; and

WHEREAS, the CITY wishes to increase funding for right-of-way.

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 is revised to read:

1. The design costs shall not exceed \$689,000.
2. Preparation of right-of-way acquisition drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed \$25,600.
3. A Section 14 Environmental Assessment shall be completed at a cost not to exceed \$20,000.
4. The total cost of this Contract shall not exceed \$734,600, 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.

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The remainder of the original Interlocal Contract dated October 10, 2002; and supplemental contracts dated January 13, 2005, January 12, 2006, November 8, 2007, and June 12, 2008, shall remain unchanged.

IN WITNESS WHEREOF, this Fifth Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

August 14, 2008

ATTEST:

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

BY: Laurence L. Brown III
Lawrence L. Brown III, Chairman

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

August 5, 2008

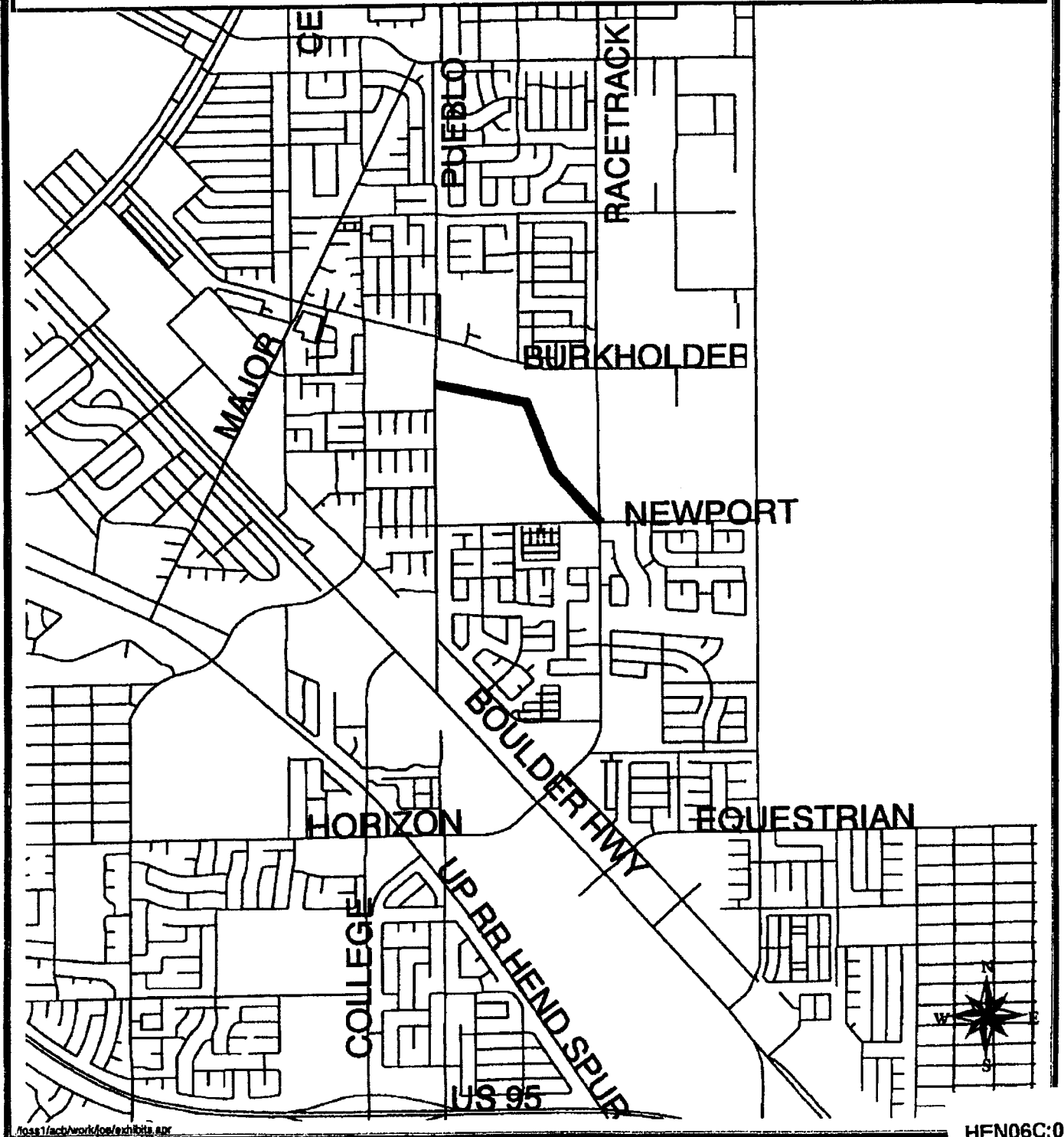
ATTEST:

Monica Martinez Simmons
Monica Martinez Simmons, MMC, City Clerk

CITY OF HENDERSON

BY: James B. Gibson
James B. Gibson, Mayor

EXHIBIT A EQUESTRIAN DETENTION BASIN OUTFALL



HEN06C:02

HEN06C02 (Design)

SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT

EQUESTRIAN DETENTION BASIN OUTFALL

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 21st day of May, 2009, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, hereinafter referred to as "CITY".

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 the same as those generally identified in the 2008 Master Plan Update, Structure No. C1EQ0000 through 0080, 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 same hydrographic areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract dated October 10, 2002, a First Supplemental Interlocal Contract dated January 13, 2005, a Second Supplemental Interlocal Contract dated January 12, 2006, a Third Supplemental Interlocal Contract dated November 8, 2007, a Fourth Supplemental Interlocal Contract dated June 12, 2008, and a Fifth Supplemental Interlocal Contract dated August 14, 2008 were entered into between the DISTRICT and the CITY for design of the Equestrian Detention Basin Outfall; and

WHEREAS, the CITY wishes to extend the completion date of the PROJECT.

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 III – GENERAL, paragraph 15 is amended to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2009. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the original Interlocal Contract dated October 10, 2002; and supplemental contracts dated January 13, 2005, January 12, 2006, November 8, 2007, June 12, 2008, and August 14, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this Sixth Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

May 21, 2009
ATTEST:

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L. Brown III
Lawrence L. Brown III, Chairman

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

COUNCIL ACTION
JUN - 9 2009 CA-018

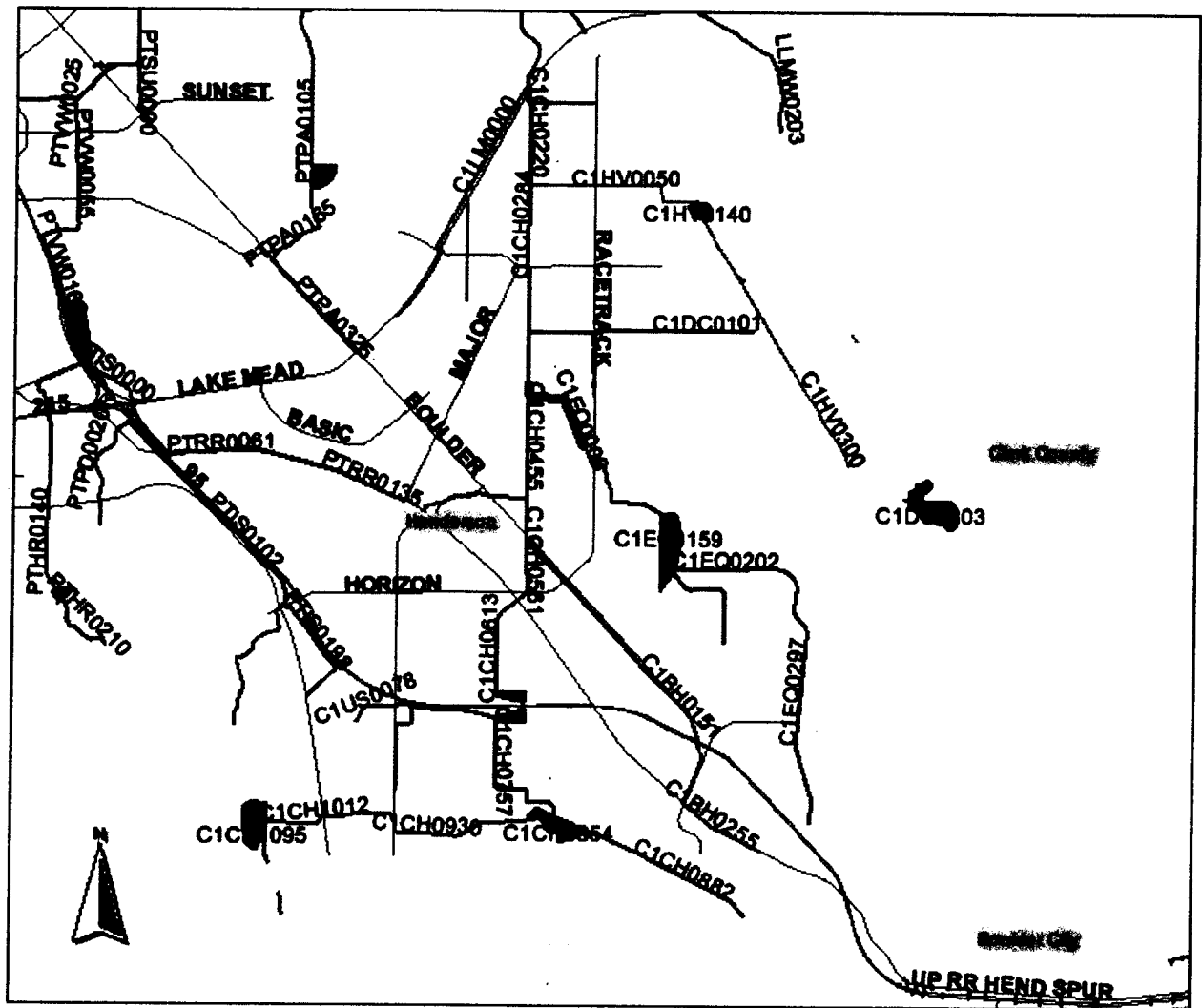
ATTEST:

Monica Martinez Simmons
Monica Martinez Simmons, MMC, City Clerk

CITY OF HENDERSON

BY: Andy Hafen
Andy Hafen, Mayor

Exhibit A



HEN06C02

SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT

EQUESTRIAN DETENTION BASIN OUTFALL

THIS SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 10th day of December, 2009, by and between the Clark County Regional Flood Control District hereinafter referred to as "DISTRICT," and the City of Henderson, hereinafter referred to as "CITY".

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 the same as those generally identified in the 2008 Master Plan Update, Structure No. C1EQ0000 through 0080, 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 same hydrographic areas as the CITY, and the COUNTY OF CLARK; and

WHEREAS, an Interlocal Contract dated October 10, 2002, a First Supplemental Interlocal Contract dated January 13, 2005, a Second Supplemental Interlocal Contract dated January 12, 2006, a Third Supplemental Interlocal Contract dated November 8, 2007, a Fourth Supplemental Interlocal Contract dated June 12, 2008, a Fifth Supplemental Interlocal Contract dated August 14, 2008, and a and a Sixth Supplemental Interlocal Contract dated May 21, 2009 were entered into between the DISTRICT and the CITY for design of the Equestrian Detention Basin Outfall; and

WHEREAS, the CITY wishes to extend the completion date of the PROJECT.

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 III – GENERAL, paragraph 15 is amended to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the original Interlocal Contract dated October 10, 2002; and supplemental contracts dated January 13, 2005, January 12, 2006, November 8, 2007, June 12, 2008, August 14, 2008 and May 21, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Seventh Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

December 10, 2009
ATTEST:

BY: Lawrence L. Brown III
Lawrence L. Brown III, Chairman

Carolyn Frazier
Carolyn Frazier, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
Christopher Figgins
Chief Deputy District Attorney

Date of Council Action:

CITY OF HENDERSON

1-5-10

ATTEST:

BY: Andy Hafen
Andy Hafen, Mayor

Monica Martinez Simmons
Monica Martinez Simmons, MMC, City Clerk

Approved as to Form:

Elizabeth Macias Quillin
Elizabeth Macias Quillin, City Attorney

Exhibit A

