INTERLOCAL AGREEMENT FOR  
CLARK COUNTY  
BIG BEND – COLORADO RIVER FOOD BANK

THIS AGREEMENT, made and entered into by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called "COUNTY", and the BIG BEND WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT", WITNESSETH:

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in and around the designated Big Bend Water Service Area (Big Bend) Clark County, Nevada; and

WHEREAS, the COUNTY is engaged in the development on the real property generally located on Casino Drive, east of Thomas Edison Drive, in the town of Laughlin, further referenced as Clark County Assessor's Parcel Number(s) 264-12-801-006, is desirous of receiving a commitment for potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the COUNTY has approved the development of the real property as a food bank warehouse and has authorized a distribution of water to the property for this development subject to the Big Bend Water District Service Rules and Regulations, July 2004; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to the Big Bend Water District Service Rules and Regulations, as adopted by its Board of Trustees and subject to the COUNTY performing all of the terms, conditions and provisions hereinafter set forth and required of the COUNTY; and

WHEREAS, the COUNTY is willing to construct at its sole cost and expense the required water service connection and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the COUNTY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

COUNTY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a food bank warehouse, located on Casino Drive, east of Thomas Edison Drive, in the town of Laughlin, further referenced as Clark County Assessor's Parcel Number(s) 264-12-801-006. The conditional water commitment is provided in accordance with the Big Bend Water District Service Rules and Regulations which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph D of this Article I are constructed by the COUNTY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the COUNTY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
D. At COUNTY’S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES", shown on that certain plan or plans entitled:

BIG BEND – COLORADO RIVER FOOD BANK
Utility Plan

E. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

F. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan or plans, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

G. To comply with the Big Bend Water District Service Rules and Regulations that are in force on the effective date of this agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph D above.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. At COUNTY’S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

J. At COUNTY’S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

K. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

L. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the COUNTY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT’S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the COUNTY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT’S Big Bend Water District Service Rules and Regulations.

M. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements to shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations. If access to a District easement is obstructed, absent an emergency situation, the COUNTY will be notified and given an opportunity to remove the obstruction before the DISTRICT incurs cost to remove the obstruction.
N. Should any defective material or workmanship affecting the WATER FACILITIES installed by the COUNTY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the COUNTY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

O. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the COUNTY will provide the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The COUNTY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

P. That all water will be taken through metered service connections, in accordance with Big Bend Water District Service Rules and Regulations. The COUNTY will notify the DISTRICT to install required meters in a timely manner.

Q. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

R. If a U.S. Bureau of Land Management (BLM) right-of-way (ROW) grant for this project is required, the COUNTY is responsible for complying with all stipulations and activities of the ROW grant. The COUNTY will also notify the District within 10 days after construction has been completed and provide the District with all pertinent information regarding compliance with the BLM ROW grant.

S. That the COUNTY and their officers, employees, agents, contractors, licensees, or invitees, at the COUNTY’S sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to those laws outlined by the Endangered Species Act of 1973 as amended, the Migratory Bird Act of 1918, the National Historic Preservation Act of 1966, the Clean Water Act and Clark County Multiple Species Habitat Conservation Plan.

T. That the COUNTY is fully responsible for ensuring no harm comes to any tortoises found on the work site. Tortoises will not be intentionally killed, harmed or taken for private use. In the event that a desert tortoise is encountered within the boundaries of a BLM ROW grant, all work should immediately stop and the Southern Nevada Water Authority biologist should be contacted at 702-862-7442. Work shall not continue until the biologist has assessed the situation. If the biologist cannot be reached or the tortoise is in imminent danger onsite personnel may capture the tortoise and store in a clean cardboard box until the biologist reaches the site.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the COUNTY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES, except for backflow prevention assemblies, installed pursuant to this Agreement in accordance with the Big Bend Water District Service Rules and Regulations as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the Big Bend Water District Service Rules and Regulations.

C. To install meter(s) as part of the WATER FACILITIES identified in paragraph D, Article I, upon notification from the COUNTY.
ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the COUNTY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES, except for backflow prevention assemblies, installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the Big Bend Water District general water distribution system after acceptance by the DISTRICT.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate if construction of the water facilities covered by the plan or plans identified in Article I, paragraph D of this Agreement is not started within one (1) year from the date of District approval of said plan or plans. Subsequent proposal(s) for reactivation of the plans shall be treated as a new project. The agreement shall terminate if construction work is discontinued for a period of one (1) year from the date of District approval of said plans. In the event of abandonment or cessation of construction, prepaid installation charges and deposits may be refunded proportionate to the extent of completion as determined by the District.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the Big Bend Water District Service Rules and Regulations or any provision of this Agreement by the COUNTY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to COUNTY'S project without liability for any damages caused by said discontinuation.

G. That the COUNTY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers and employees. The COUNTY does not waive the conditions and limitations of NRS Chapter 41. That the District will be responsible for any loss, damage, liability, cost of expense, except those exempted by law, caused by the actions or inactions of its officers and employees. The District does not waive the conditions and limitations of NRS Chapter 41.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

I. That this Agreement represents the entire understanding of the COUNTY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the COUNTY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
that each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/she has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

Date of Commission Action

________________________________________

ATTEST: COUNTY OF CLARK

__________________________
Shirley B. Parraguirre, RORY REID, Chairman
County Clerk Board of County Commissioners

APPROVED AS TO FORM:

__________________________
Christopher Figgins Date
Chief Deputy District Attorney

THIS AGREEMENT shall be in full force and effect as of the _________________ day of ________________, 200___, when it was duly signed by the agent of the Big Bend Water District.

APPROVED:

__________________________
CHARLES K. HAUSER, General Counsel

ATTEST: LAS VEGAS VALLEY WATER DISTRICT

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PATRICIA MULROY, Secretary STEVE SISOLAK, President
Las Vegas Valley Water District Board of Directors

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