INTERLOCAL CONTRACT

This interlocal contract (the "Contract") is made and entered into by and between Clark County, a political subdivision of the State of Nevada and a public agency (the "COUNTY"), and the Clark County Water Reclamation District, a public agency, (CCWRD), pursuant to NRS 277.160, to benefit the parties through their joint participation in the purchase of maintenance of Oracle Corporation products.

WHEREAS, public agencies in southern Nevada have similar and unique needs for products that are sold by the Oracle Corporation (hereinafter "Oracle"); and

WHEREAS, Oracle sold the County a pool of concurrent network licenses to be shared by participating public agencies under certain conditions; and

WHEREAS, a condition of the Oracle agreement is a central point of contract administration on behalf of participating public agencies; and

WHEREAS, CCWRD previously entered into an Interlocal Contract with County for Oracle products and services and that contract has expired; and

WHEREAS, the original Oracle agreement (dated 6/18/96) consists of a Perpetual Software License Agreement, including Modification One and Amendment One, which revised certain terms and conditions of the agreement; and

WHEREAS, the Oracle agreement has been repeatedly amended, the most recent being amendment number 5 (dated 8/19/03) revising the terms of procurement, including license and technical support pricing, applicable discounts, and license types (definitions) effective through June 19, 2010; and

WHEREAS, CCWRD shares in the pool of network concurrent Oracle Licenses (up to 100 concurrent user) that requires on-going support services.

NOW, THEREFORE, the parties agree as follows:

1. The start date of the Contract shall be the date it is approved by the governing bodies of both parties.

2. The persons signing this Contract have the authority to represent their public agencies to meet the requirements of this Contract.

3. The required fees for support of the Oracle licenses in use at CCWRD for the period ending June 30, 2009 is $44,031.35, and are estimated to increase thereafter up to 20% annually.

4. Unless participation in the program is otherwise terminated by written notice to County by CCWRD pursuant to paragraph 6d, this contract expires on June 18, 2018.

5. This Contract constitutes the entire agreement and understanding between the parties and supersedes all other oral and written discussions, agreements, and understandings of every kind regarding the purposes of this Contract.

6. CCWRD shall:

   a. Comply with the software license terms and conditions contained in the Oracle agreement as if in the license agreement the words "the County" were substituted with the words "CCWRD". The license terms and conditions are contained in the master Oracle license agreement as amended, which has been transmitted to CCWRD, and receipt is hereby acknowledged.

   b. Pay COUNTY the required fees as shown in paragraph 3 herein.
c. Pay COUNTY within 60 days of receipt of invoice (or)

d. Notify COUNTY with CCWRD's intent to discontinue use of Oracle products and return licenses to COUNTY.

e. Provide COUNTY with peak usage data of their concurrent licenses on request.

7. The COUNTY will:

a. Administer the Oracle agreement.

b. Deliver products (i.e., upgrades or products) described in this Contract to CCWRD within 30 days following COUNTY's receipt of the products from Oracle.

IN WITNESS THEREOF, the parties have caused this Contract to be executed on the later date of approval by parties.

THE COUNTY
Clark County, Nevada

By: ____________________________________________

CCWRD
Clark County Water Reclamation District

By: ____________________________________________

______ RICHARD MENDES, General Manager__________

APPROVED AS TO FORM:

By: ____________________________

STEVEN SWEIKERT
Deputy District Attorney

APPROVED AS TO FORM AND LEGALITY:

By: ____________________________

CAROLYN CAMPBELL
Deputy District Attorney