INTERLOCAL AGREEMENT FOR
WATER AND WASTEWATER SYSTEMS IMPROVEMENTS PROJECT

THIS AGREEMENT made and entered into this 20th day of January 2009, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT, a political subdivision of the State of Nevada, hereinafter called “CCWRD”, and CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter called “COUNTY”, WITNESSETH:

RECITALS

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the CCWRD provides municipal collection and treatment of wastewater within the Town of Laughlin (hereinafter referred to as “Laughlin”); and

WHEREAS, the BBWD provides municipal treatment of water within the Town of Laughlin; and

WHEREAS, the COUNTY is currently designing through GC Wallace, Inc., (consultant) a resurfacing and beatification project for South Casino Drive in Laughlin, including a portion of the Bruce Woodbury Drive intersection; and

WHEREAS, the CCWRD has initiated the design of the Wastewater Collection System Rehabilitation in Laughlin as an emergency project; and

WHEREAS, the CCWRD, on behalf of the BBWD, has initiated the design of the Casino Drive 42-inch Water Main in Laughlin as an emergency project; and

WHEREAS, the CCWRD has identified approximately 64-manholes and 104-sections of pipe that require rehabilitation in the South Casino Drive wastewater collection system; and

WHEREAS, the CCWRD in behalf of BBWD has identified the need to install a 42-inch water main between the Laughlin 750-Zone Tank and the south most boundary of the COUNTY resurfacing and beatification project; and

WHEREAS, the CCWRD and the COUNTY have agreed that it is beneficial to include the construction phase of the above CCWRD and BBWD project in the COUNTY resurfacing and beatification project for South Casino Drive; and

WHEREAS, the CCWRD desires the COUNTY to construct the necessary wastewater collection system rehabilitation prior to the resurfacing of South Casino Drive and to construct the necessary 42-inch water main within the COUNTY resurfacing and beatification project; and
NOW, THEREFORE, the Parties agree to the following terms and conditions:

CCWRD HEREBY AGREES AS FOLLOWS:

1. To provide funds in an amount not to exceed Six Million Dollars ($6,000,000) for, engineering services during construction, construction administration, and any other services deemed necessary by the COUNTY to complete the 42-inch water main and wastewater collection system rehab. The Improvements will include the installation of the 42-inch water main, the lining of wastewater collection system pipes and manholes, the structural rehabilitation or replacement of manholes, and the replacement of damaged pipe sections, hereinafter called “Improvements”. Said Improvements are generally depicted on the plans titled Casino Drive Wastewater Collection System Rehabilitation, CCWRD #638 ($3,000,000) and Casino Drive & Thomas Edison 42-in. Water Main, BBWD #639 ($3,000,000). (Plans)

2. To provide funding to the COUNTY within ten (10) working days of receipt and acceptance of each monthly progress payment request from the COUNTY for actual costs incurred for the Improvements by the Contractor, plus an additional ten percent of actual construction costs incurred for construction management services and an additional three percent of actual construction costs incurred for construction surveying services. Funds will be made available to the COUNTY by purchase order within 30 days of approval of this agreement. The COUNTY will provide any additional documentation required by the CCWRD or BBWD as necessary to secure a purchase order.

3. Notwithstanding the above, the CCWRD understands and agrees the amount set forth above (Six Million Dollars) is estimated, and if the design and construction costs, construction management and surveying costs increase, the CCWRD agrees to pay any additional amounts the COUNTY and CCWRD mutually agree as necessary for the completion of the Improvements, subject to mutual approval of the Clark County Water Reclamation District Board and the Board of County Commissioners. CCWRD agrees that it will be responsible for change orders which are a result of the Improvements. If additional funds are not provided, the County shall have no further obligation to construct the Improvements.

4. CCWRD agrees to provide an engineer or other qualified person on the site during the construction of the Improvements.

5. To obtain the necessary easements and rights of way for the Improvements.

6. Within thirty (30) days of approval of this agreement, CCWRD will provide at no cost or expense to the County, design plans acceptable to the County for the construction of the Improvements. CCWRD further agrees that at its sole cost and expense, CCWRD will make any modifications, adjustments, and changes to the Plans as requested by the County for the construction of the Improvements.
7. Upon completion of construction of the Improvements, CCWRD will accept title to the Improvements and be responsible for the maintenance of said Improvements. CCWRD will be responsible for the cost of Record Drawings for the Improvements.

8. To pay all costs of utility relocations including but not limited to storm drain, water, electric, gas, telecommunications, fiber optics which are not required to be relocated at the utilities cost pursuant to a franchise agreement with the County.

**COUNTY HEREBY AGREES AS FOLLOWS:**

1. To select and contract with a contractor and any other services deemed necessary to perform the required work through a competitive selection process.

2. To prepare bid documents consisting of plans, specifications and instructions to bidders. Bid and award a construction contract for the Improvements, and cause such work to be properly constructed under the administration of the COUNTY.

3. To obtain and maintain the necessary permits, insurance and bonds, and require contractors to obtain such permits, insurance and bonds, as are required to construct the Improvements.

4. To provide project administration and construction inspection to construct a good and serviceable project.

5. To provide a schedule of expected expenditures for construction, and any other services deemed necessary for the construction of Improvements.

6. To construct the Improvements in accordance with the Plans to the extent the funds allocated herein will provide.

**IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. This Agreement shall commence after receipt of approval by the governing bodies of both Parties, and the official commencement date shall be the date of the latest signing by an authorized representative of the governing bodies of the Parties hereto.

2. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

3. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint
venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

4. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to perform the services set forth in the Agreement.

5. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement.

6. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

7. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

8. 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, under any other part of this Agreement.

9. This Agreement shall not be modified, amended, or altered except by written agreement of the Parties, identified herein.

10. This Agreement shall be terminated when all items of work or construction of all Improvements contemplated herein have been completed and the COUNTY has received the required reimbursement from the CCWRD in accordance with this Agreement.

11. This Agreement shall be in full force and effect and after the date of execution of the Agreement, shall continue until the obligations of the CCWRD and the COUNTY are fulfilled.

12. Any notice, invoice, or payment to one Party from another Party under this Agreement shall be given in writing to such Party at the address designated below, or to such other address as may be hereinafter designed by a Party by written notice thereof to the other.
TO CCWRD:
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first written above.

APPROVED AS TO FORM AND LEGALITY:
By: [Signature]
CAROLYN CAMPBELL
Deputy District Attorney

TO COUNTY:
Clark County Public Works Department
500 South Grand Central Parkway
PO Box 554000
Las Vegas, Nevada 89155-4000

CLARK COUNTY WATER RECLAMATION DISTRICT

By: [Signature]
RICHARD MENDES, General Manager

CLARK COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
RORY REID, Chairman

APPROVED AS TO FORM

By: [Signature]
CHRISTOPHER FIGGINS
Chief Deputy District Attorney