

## INTERLOCAL AGREEMENT

THIS INTERLOCAL Agreement (“Agreement”) is made by and between the CLARK COUNTY WATER RECLAMATION DISTRICT (“District”) and the CITY OF LAS VEGAS (“City”), both political and/or governmental subdivisions of the State of Nevada, located within Clark County. District and City are sometimes collectively referred to herein as the “Parties.” This Agreement is effective on the date of approval by the governing boards of District and City, whichever date is later, as long as approval by one is within sixty (60) calendar days of approval by the other (the “Effective Date”).

### RECITALS

WHEREAS, NRS 277.060 provides that one or more public agencies may enter into agreements for the performance of an undertaking that the agency is authorized by law to perform, such as the provision of sewer services; and

WHEREAS, the District is proposing to rehabilitate the District’s Lincoln Lift Station and requires a temporary sewer connection to the City’s sewer in Sloan Lane south of Charleston Boulevard, to divert wastewater flows from the Lincoln Lift Station during construction; and

WHEREAS, the City owns and operates an existing 45-inch sewer line located in Sloan Lane that has capacity for the District’s temporary sewer connection; and

WHEREAS, City and District desire to enter into an agreement whereby the City will provide temporary sewer service through a temporary sewer connection, the location of which is more specifically identified in the map attached hereto as **Exhibit A** (the “Temporary Sewer Connection”).

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

### AGREEMENT

#### **1.0 DISTRICT AGREES:**

- A. To pay for all costs associated with the installation of the Temporary Sewer Connection, including but not limited to, planning, design engineering, construction, permits, operation, maintenance, disconnection, and decommission. The District’s design and construction of the Temporary Sewer Connection shall conform to current City requirements to the extent of any work specific to City-owned facilities.
- B. To provide preliminary (e.g. 30%, 60%, and 90%) and final design drawings for the City’s review and reasonable approval.
- C. To designate a construction manager for the Project responsible for providing oversight of construction, cost tracking, and coordination with the designated City representatives for the construction of the Temporary Sewer Connection.
- D. To provide odor control for the Temporary Sewer Connection, sized according to required flows, subject to City’s reasonable approval (the “Odor Control System”).
- E. To measure/meter the flows diverted at the Temporary Sewer Connection for a continuous period.
- F. To allow City to observe, review, and participate in all walk-throughs to ensure compliance with design drawings for the Temporary Sewer Connection.
- G. To provide the City thirty (30) days’ notice prior to diverting flow to the City.

**2.0 CITY AGREES:**

A. To provide written comments on the preliminary and final design drawings to the District within fourteen (14) calendar days of receipt of the drawings. If the City does not provide any written comments, the design shall be deemed approved by the City.

B. To transmit and treat the wastewater diverted from the District through the Temporary Sewage Connection, now estimated to be an average flow of 1.0 million gallons per day (“MGD”) and peak flow of 1.8 MGD. The City will accept diverted flows up to a peak flow of 2.2 MGD. If the flows exceed 2.2 MGD, the City may require flow adjustments to limit the diverted flow to an amount not to exceed 2.2 MGD. If diverted flows exceed 2.2 MGD and the District fails to reduce the flow upon written request from the City, the City may require the District to shut off the Temporary Sewer Connection pursuant to a mutually agreeable schedule to be reasonably determined by the Parties.

**3.0 IT IS MUTUALLY AGREED:**

A. City has the right to monitor all work on City facilities, and the operation of the Temporary Sewer Connection and the Odor Control System.

B. District shall pay the City to treat the District’s diverted flows at the City’s wastewater treatment plant on a quarterly basis, at the following daily rate, commencing on the first day that the Temporary Sewer Connection is in operation:

$$\text{Average flow} \times \$580 \text{ per million gallons} = \text{calendar day cost.}$$

Payment from the District for the prior quarter is due with 30 days after the last day of that quarter, and the amount owed shall be based on the District’s flowmeter reports, which shall be submitted along with each payment.

C. District may, with the City’s consent, allow the Temporary Sewer Connection to remain in place for potential future use, in which case, the District must maintain the Temporary Sewer Connection in good operable condition. Any District maintenance and repairs shall be coordinated with the City and be performed promptly and in a manner to minimize impacts to the City’s operations. If the District desires to use the Temporary Sewer Connection at any time in the future, District shall provide sixty (60) days written notice to City of the District’s intent to reuse the Temporary Sewer Connection and the estimated flow to be diverted. The City may approve or deny the use of the Temporary Sewer Connection in its sole and absolute discretion.

D. This Agreement shall be for a term of five (5) years, or shall otherwise terminate when flows are no longer diverted to the City through the Temporary Sewer Connection or the Temporary Sewer Connection is disconnected or decommissioned, which ever should occur first. This Agreement may be extended and/or renewed by mutual agreement of the Parties and documented in a written amendment to this Agreement signed by both Parties. Upon the expiration of the Term of this Agreement, the District shall prevent any wastewater flows from being diverted to the City through the Temporary Sewer Connection.

E. Dispute Resolution. In the event of a dispute arising under this Agreement, the Parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes which cannot be informally resolved shall be litigated rather than submitted to arbitration. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other

on any matters whatsoever arising out of or in any way connected with this Agreement.

#### 4.0 MISCELLANEOUS

A. Neither party shall be deemed to be in default hereunder unless the party claiming such default shall have given written notice to the party claimed to be in default and the party claimed to be in default shall not have cured such notice of default within ten (10) business days after receipt of notice of default.

B. If the City reasonably determines that the District's Temporary Sewer Connection creates an imminent public safety hazard to the public or the City's facilities or the District fails to conform to the pretreatment requirements of Section 12 herein, the District shall cooperate with the City to immediately remedy the matter at no cost to the City. Should the matter not be immediately remedied at no cost to the City, the City shall have the option of immediately terminating this Agreement and requiring the District to stop the diversion of wastewater to the City through the Temporary Sewer Connection within seven (7) calendar days of the District's receipt of written notice from the City.

C. 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 matters pursuant to this Agreement, each party is and shall be separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. 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 party whatsoever with respect to the indebtedness, liabilities and obligations of the other party or any other person.

D. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

E. The Parties shall, in all activities undertaken pursuant to this Agreement, comply and cause its officers, employees, and agents to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, the applicable party, at its sole cost and expense, shall obtain any and all permits that may be required by any law, regulation, or ordinance for any activities the party desires to conduct or have conducted pursuant to this Agreement.

The District shall enforce applicable District and federal industrial pretreatment regulations for that portion of District wastewater received by the City and both parties shall abide by the Pretreatment Memorandum of Agreement dated March 18, 1992, as it may be amended from time to time.

F. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform, such as, but not limited to, an act of God, the act of war, flood, earthquake, unusually severe weather, labor dispute, epidemic, pandemic, government imposed quarantine restrictions, other governmental regulations (other than existing applications of existing regulations of which the Parties could reasonably be expected to be aware on the date hereof), or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

G. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses and expenses caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers,

employees, contractors, and agents. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either party shall not be subject to punitive damages. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder. Any liability of either party shall not be subject to punitive damages. This Section shall survive any termination or natural expiration of this Agreement.

H. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

I. This Agreement represents the entire and integrated agreement between the Parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

J. Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized overnight courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

To District:                   ATTN: General Manager  
Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, NV 89122

and:                            ATTN: Legal  
Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, NV 89122

To City:                        ATTN: City Manager  
495 S. Main Street, 7<sup>th</sup> Floor  
Las Vegas, NV 89101

and:                            ATTN: City Attorney  
495 S. Main Street, 6<sup>th</sup> Floor  
Las Vegas, NV 89101

K. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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**INTERLOCAL AGREEMENT**

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CLARK COUNTY, NEVADA

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Tick Segerblom  
Chair

Attest:

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Lynn Marie Goya  
Ex-Officio Secretary

APPROVED AS TO FORM:



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David Stoft  
General Counsel

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**INTERLOCAL AGREEMENT**

Signature Page (continued)

**CITY OF LAS VEGAS  
"CITY"**

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

Date of City Council Approval: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lu Ann D. Holmes, City Clerk      Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John S. Ridilla      Date  
Chief Deputy City Attorney

**EXHIBIT A**

TEMPORARY SEWER CONNECTION

[REFERENCE ATTACHED]

EXHIBIT A

# Exhibit A



- New Manholes - Option 1
- New Manholes - Option 2
- CLV Manholes
- CCWRD Manholes
- - - - - New Gravity Main - Option 1: ~575ft
- - - - - New Gravity Main - Option 2: ~ 440ft
- CLV Gravity Main
- CCWRD Gravity Main

Date: 12/23/2013

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