

**AMENDMENT I TO INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY WATER RECLAMATION DISTRICT AND CLARK COUNTY
STEPHANIE CAMPUS**

THIS AMENDMENT I TO INTERLOCAL AGREEMENT ("*Amendment I*") is made as of the _____ day of _____, 2025 (the "*Effective Date*"), by and between the Clark County Water Reclamation District, formerly known as Clark County Sanitation District, ("*District*"), a general improvement district incorporated under Chapter 318 of the Nevada Revised Statutes, and Clark County, Nevada ("*County*"), a political subdivision of the State of Nevada, individually referred to herein as a "*Party*" and collectively referred to herein as "*Parties*".

RECITALS

WHEREAS, the County entered into an Interlocal Agreement ("*Agreement*"), dated May 4, 1994, with the District, for the use of a portion of APN 161-21-502-002, 161-21-602-002 & 161-22-101-001 located off Flamingo Road and Stephanie Street ("*Property*") as depicted on Exhibit A and referred to as Attachment A in the Agreement; and

WHEREAS, County and District memorialized the County's use of a portion of Assessor's Parcel Number 161-22-101-001 owned by the District for hazmat needs in a Memorandum from the District dated January 28, 2002 (the "*Hazmat Memo*," a copy of which is attached as **Exhibit B**);

WHEREAS, the Parties desire to amend the Agreement and terminate the Hazmat Memo due to the District's request that the County vacate all areas of the Property on the East side of Stephanie Street in January 2022, allowing District to proceed with their construction projects for planned improvements.

WHEREAS, that portion of Stephanie Street located on the Property is designated as a private access road until such time it is dedicated as a public right of way and the Parties wish to clarify the use of such;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, it is agreed the terms below shall be amended as follows:

The Parties agree to amend the following provisions of the Agreement:

- A. Should the Hazmat Memo have any legal effect whatsoever, it is hereby terminated in its entirety.
- B. The land described in Exhibit A of the Agreement is updated with the attached Exhibit "A" ("*Use Area*").
- C. All use of the term "Attachment "A" " throughout the Agreement shall be deleted and replaced with "Exhibit "A" ".
- D. Section 5 shall be deleted.
- E. Section 6 shall be deleted and replaced with the following:

" 6) Each Party shall remain liable for its own negligence in accordance with and subject to all applicable laws, including, but not limited to, NRS Chapter 41. To the extent permitted by law, County shall indemnify District for all claims, causes of action and lawsuits which arise out of County's use of the Property. To the extent permitted by law, County agrees to hold harmless, indemnify and defend District and its agents, officers and employees against any and all claims or

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liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any injury, death, damage, or loss to any person or property whatsoever, including employees and property of District, occurring in, on or about the Property, adjacent streets or sidewalks or any part thereof, due to the negligence, fault, act or omission of County, its agents, officers employees and invitees or due to the breach or default by County under this Agreement. ”

F. Section 8 shall be deleted and replaced with the following:

“ 8) Subject to all applicable laws, including, but not limited to, NRS Chapter 41, County assumes full responsibility for compliance with all environmental protection laws and regulations, including any costs of clean-up or remediation. Subject to all applicable laws, including, but not limited to, NRS Chapter 41, County agrees to indemnify, defend and hold harmless the District against and in respect of any claims, demands, losses, costs (including remediation costs), expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorney's fees that the District shall incur or suffer, caused by the County's generation, storage or disposal of any substance or material which would constitute or cause a health, safety or environmental hazard on the land or require remediation at the behest of any government agency. This indemnification of the District by the County shall survive termination or expiration of this Agreement.”

G. The erroneously labeled duplicate “Section 10” shall be deleted and combined with Section 11 to be deleted and replaced with the following:

“11) No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless (1) personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), (2) delivered by air courier next-day delivery (e.g. Federal Express), (3) delivered by mail, sent by registered or certified mail, return receipt requested; or (4) tele-copied, as follows:

TO DISTRICT:

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

TO COUNTY:

Clark County Real Property Management
Attention: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825
Phone: (702) 455-4616
Fax: (702) 455-5817”

H. The following additional sections are hereby fully incorporated into the Agreement:

14) Maintenance and Repair/Utility Consumption. County shall be solely responsible for all upkeep, maintenance, and repair of the land described in Exhibit A and any

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facilities/improvements thereon. Any and all utilities consumed by County in its use of the Property must be sub-metered, to the extent that such utilities can be sub-metered, and any costs associated with the sub-metering and consumption of utilities shall be the sole responsibility of County. For any utilities that cannot be sub-metered, County shall reimburse District for County's proportionate use upon thirty (30) days of receipt of invoice from District.

15) Stephanie St. as a Public Right-of-Way. Within one year from the Effective Date of this Amendment I, District shall dedicate to the County, and County shall accept, a segment of Stephanie St. (from approximately the Monson Channel on the South and Flamingo Rd. on the North) as a public right-of-way, contingent on any requirements imposed by Clark County Department Public Works in regards to public street standards.

- I. This Amendment I may be executed in counterparts, all such counterparts will constitute the same Amendment I and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
- J. Except as expressly amended in this Amendment I, the Agreement shall remain in full force and effect.

[Signatures on Next Page]

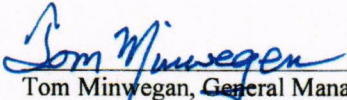
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BETWEEN CLARK COUNTY WATER RECLAMATION DISTRICT AND CLARK COUNTY
STEPHANIE CAMPUS.
*Signature Page***

IN WITNESS WHEREOF, the Parties have executed this Amendment I in the State of Nevada as of the Effective Date.

DISTRICT

CLARK COUNTY, NEVADA

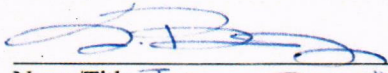


Tom Minwegan, General Manager

Tick Segerblom, Chair

Attest:

Attest:

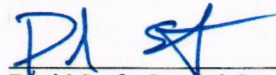


Name/Title Johne Bradley,
Executive Assistant


Lynn Marie Goya, County Clerk

Approved as to Form:

Approved as to Form:



David Stoft, General Counsel



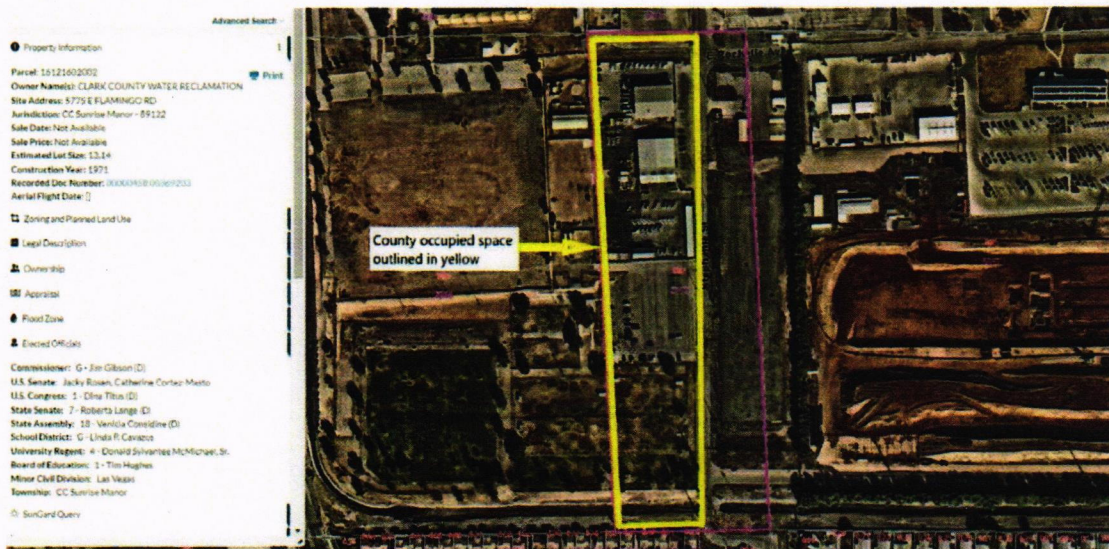
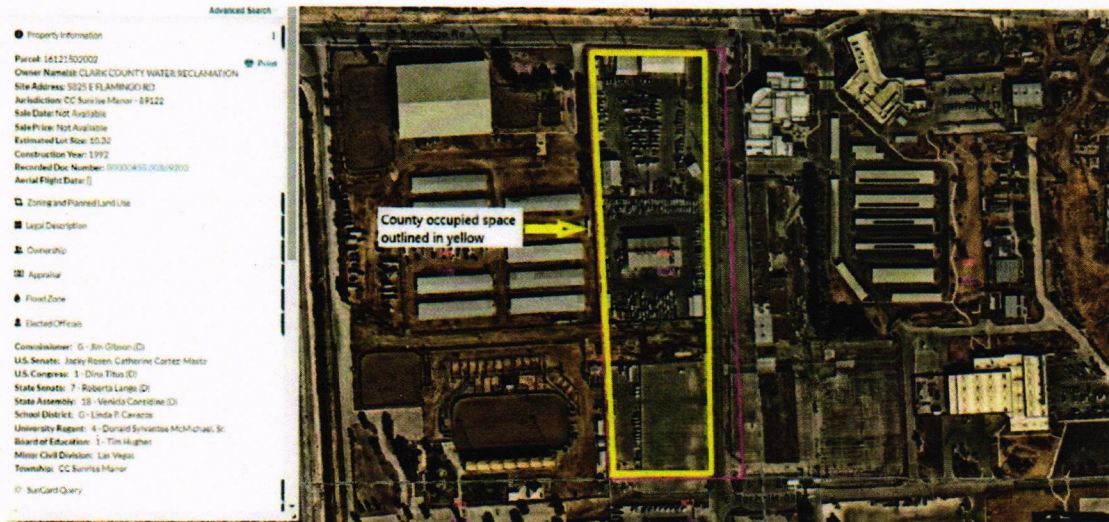
Nichole Kazimirovich, Deputy District Attorney

Date of District Approval:

Date of Clark County Commission Approval:

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Exhibit A
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Amendment I to Interlocal Agreement Between City of North Las Vegas and Clark County

Exhibit B
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MEMORANDUM
Clark County Sanitation District

FRED F. TURNER
DIRECTOR

TO: SANDY NORSKOG, DIRECTOR, REAL PROPERTY MANAGEMENT

FROM: FRED F. TURNER, DIRECTOR *FT*

SUBJECT: FUTURE HAZMAT SITE - ROCHELLE AND STEPHANIE STREET

DATE: JANUARY 28, 2002

Mickey Carter submitted the attached sketch to my office for consideration as a new hazmat site. Staff has reviewed the sketch and there is agreement that the site is satisfactory with the following conditions:

- (1) That the roadway into the area be one-way, preferably exiting on Stephanie.
- (2) That the area around the asphalt boxes on Rochelle is kept clean, with Rochelle not being "blocked off" by trucks getting into the boxes.
- (3) The cyclone fence needs to have "slats" to serve as a visual barrier to the site.

With these conditions we support the new site for your hazmat needs. Please phone if you have any questions on the conditions.

FFT:mts

cc: Mickey Carter
Marty Flynn
Rick Mills

Attachment

Property Information

Parcel: 16121502002
Owner Name(s): CLARK COUNTY WATER RECLAMATION
Site Address: 5825 E FLAMINGO RD
Jurisdiction: CC Sunrise Manor - 89122
Sale Date: Not Available
Sale Price: Not Available
Estimated Lot Size: 10.32
Construction Year: 1992
Recorded Doc Number: 00000438 00349203
Aerial Flight Date: []

Zoning and Planned Land Use

Legal Description

Ownership

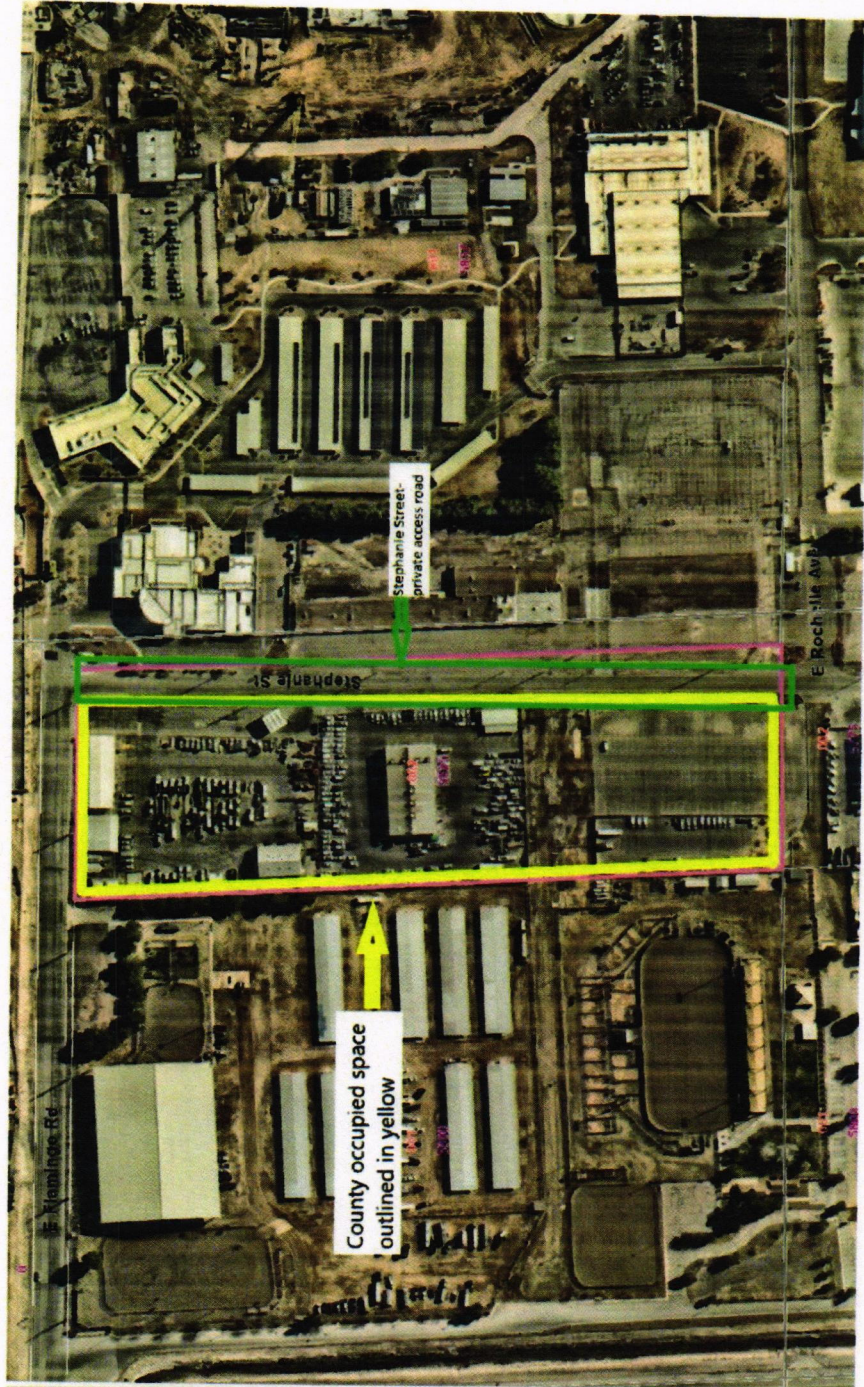
Appraisal

Flood Zone

Elected Officials

Commissioner: G - Jim Gibson (D)
U.S. Senate: Jacky Rosen, Catherine Cortez-Masto
U.S. Congress: 1 - Dina Titus (D)
State Senate: 7 - Roberta Lange (D)
State Assembly: 18 - Venicia Considine (D)
School District: G - Linda P. Cavazos
University Regent: 4 - Donald Sylvaneta McMichael, Sr.
Board of Education: 1 - Tim Hughes
Minor Civil Division: Las Vegas
Township: CC Sunrise Manor

SunGard Query



Property Information

Parcel: 1612162002
Owner Name(s): CLARK COUNTY WATER RECLAMATION
Site Address: 5775 E FLAMINGO RD
Jurisdiction: CC Sunrise Manor - 89122
Sale Date: Not Available
Sale Price: Not Available
Estimated Lot Size: 13.14
Construction Year: 1971
Recorded Doc Number: 00000345000369280
Aerial Flight Date:

Zoning and Planned Land Use

Legal Description

Ownership

Appraisal

Flood Zone

Elected Officials

Commissioner: G - Jim Gibson (D)
U.S. Senate: Jacky Rosen, Catherine Cortez-Mastro
U.S. Congress: 1 - Dina Titus (D)
State Senate: 7 - Roberta Lange (D)
State Assembly: 18 - Venicia Conzidine (D)
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SunGard Query

