

**INTERLOCAL AGREEMENT FOR  
CLARK COUNTY  
SOUTHWEST RIDGE BICYCLE SKILLS PARK**

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 LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT", WITNESSETH:

**RECITALS**

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of County of Clark, Nevada; and

WHEREAS, the COUNTY is engaged in the development of approximately 24 acres of real property generally located on the south side of Warm Springs Road, west of Fort Apache Road as depicted in Exhibit "A", further referenced as a portion of Clark County Assessor's Parcel Numbers 176-07-101-001, 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 regional park expansion and has authorized a distribution of water to the property for this development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors 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 regional park special event area, located on the south side of Warm Springs Road, west of Fort Apache Road, on Clark County Assessor's Parcel Numbers 176-07-101-001, The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules 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. 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. The COUNTY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At the COUNTY'S sole cost and expense, the COUNTY shall 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:

**SOUTHWEST RIDGE BICYCLE SKILLS PARK**  
Utility Plan 01 – 02

- F. 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.
- G. 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.
- H. The COUNTY shall comply with the DISTRICT'S Service Rules 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.
- I. 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.
- J. At the COUNTY'S sole cost and expense, the COUNTY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At the COUNTY'S sole cost and expense, the COUNTY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. 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.
- M. 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 Service Rules.
- N. The COUNTY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plan or 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 their use by the 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 the 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 the 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.

- O. 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.
- P. 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.
- Q. All water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The COUNTY will require its contractor to install the meters in a timely manner.
- R. All water delivered through service connections will be metered and the COUNTY is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the DISTRICT'S Customer Care department.
- S. The COUNTY shall 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.
- T. All of the WATER FACILITIES installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the COUNTY.

## ARTICLE II

### DISTRICT AGREES:

- A. 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, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. Construction water may be provided to the COUNTY at the COUNTY'S sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

## ARTICLE III

### IT IS MUTUALLY AGREED:

- A. 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. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.

- C. In the event a portion of the WATER FACILITIES is 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. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
  - a. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E, of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
  - b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. If this Agreement terminates in accordance with its terms, the 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. Noncompliance or violation of the DISTRICT'S Service Rules 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 the COUNTY'S project without liability for any damages caused by said discontinuation.
- G. 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 or employees; the COUNTY does not waive the conditions and limitations of NRS Chapter 41. The DISTRICT 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 DISTRICT does not waive the conditions and limitations of NRS Chapter 41.
- H. 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. 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. 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.
- L. 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/it 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.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the date of the last signature below.

COUNTY OF CLARK

LAS VEGAS VALLEY WATER DISTRICT

\_\_\_\_\_  
Tick Segerblom, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Lynn Goya, Clark County Clerk

APPROVED AS TO FORM:

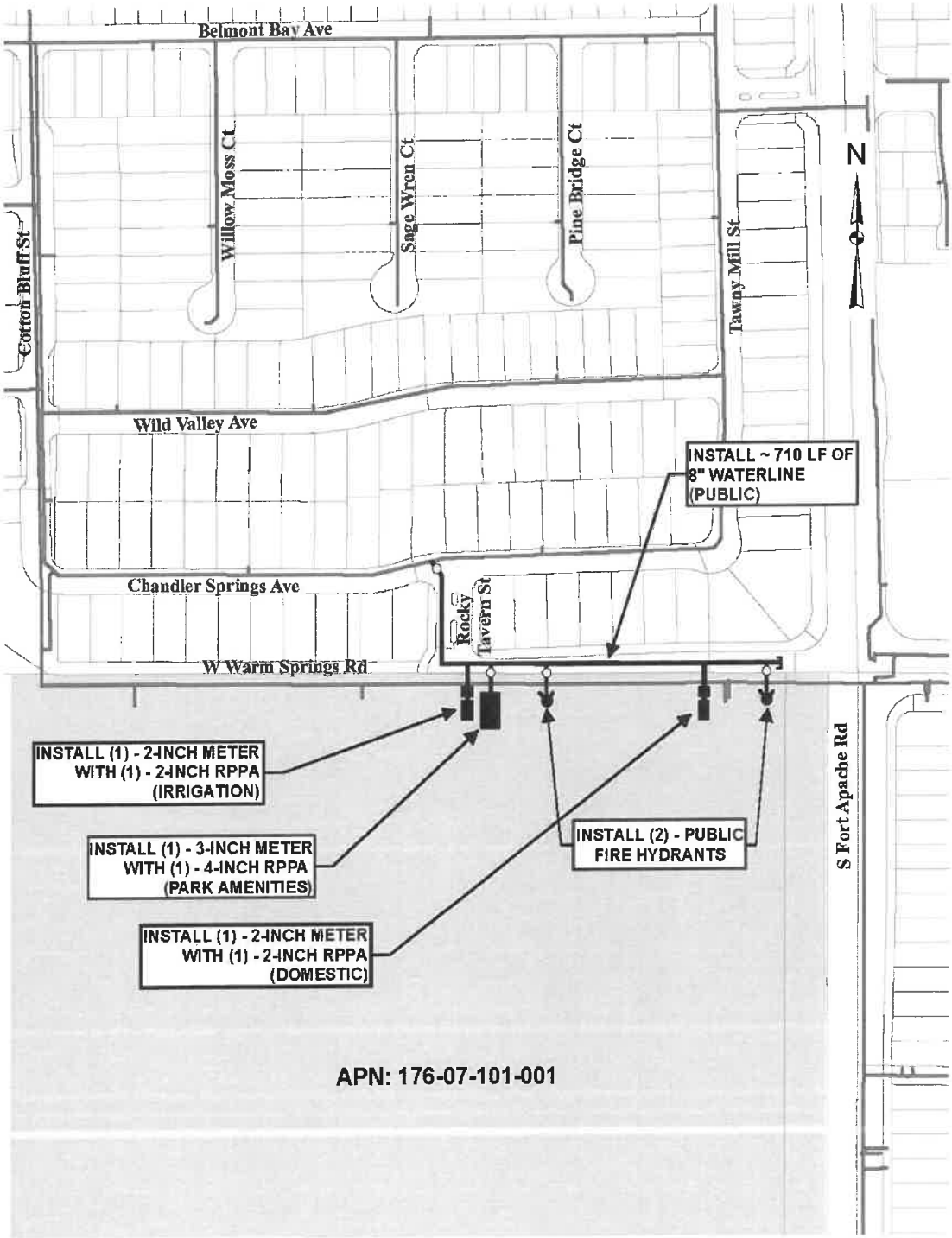
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Gregory J. Walch, General Counsel

**EXHIBIT A**

**WATER FACILITIES**  
Southwest Ridge Bicycle Skills Park  
LVVWD Project No. 141738-A





**LAS VEGAS VALLEY  
WATER DISTRICT**

1001 South Valley View Boulevard  
Las Vegas, NV 89153  
702-870-2011 • lvvwd.com

April 8, 2024

Clark County  
Real Property Management  
500 S. Grand Central Parkway, 4<sup>th</sup> Floor  
Las Vegas, NV 89155-1825

Attention: Shauna Bradley, Acting Director Clark County Real Property Management

SUBJECT: Water Plan Review: CC – SOUTHWEST RIDGE BICYCLE SKILLS PARK  
Interlocal Agreement #141738-A

The water plan review package for the subject project has been reviewed. The water plan check prints and a water plan review checklist were released to your engineer through the Digital Plan Submittal Portal. The Interlocal Agreement and Application for Service are enclosed for your action. The total fees due for your project, as itemized on the application, will be **\$601,973**. The water plan review package is valid until **February 27, 2025**.

The enclosed Interlocal Agreement is scheduled to be presented to our Board of Directors for approval on June 18, 2024. In order for the Interlocal Agreement to be presented to the Board, the District must be in receipt of the County's Legal Signed portion of the agreement no later than May 20, 2024. The County can continue through their own internal process of obtaining full approval of the Interlocal Agreement.

The District will execute the Interlocal Agreement after the plans have been approved, a copy will be forwarded to you for your records.

To obtain approval of the water plans for construction, the District must be in receipt of the properly signed Interlocal Agreement, Application for Service, along with the required fees. The plans may then be submitted to the Engineering Services Division for signature, as identified in their checklist. The review checklist identifies the water commitment status for this project.

If you have any questions regarding the financial and contractual documents, please contact Julia Canales Ruiz at (702) 822-8421, or Debbie Sommerfeld at (702) 258-3291.

Sincerely,

*Matthew Favalora*

Matthew Favalora, Engineering Services Supervisor  
Engineering Services Division

MJF/jcr

cc: The WLB Group

THIS DOCUMENT AND SUBSEQUENT PAYMENT OF FEES DOES NOT AFFECT THE OUTCOME OR THE REQUIREMENT TO OBTAIN A WATER COMMITMENT FOR THE PROJECT. A WATER COMMITMENT MUST BE OBTAINED FROM THE DISTRICT THROUGH THE PROCESS DESCRIBED IN THE DISTRICT SERVICE RULES. THIS DOCUMENT AND PAYMENT OF FEES IS NOT A COMMITMENT FOR WATER SERVICE.

**Las Vegas Valley Water District  
APPLICATION FOR CONNECTION  
AND REQUEST FOR SERVICE**

AGREEMENT NO. 141738-A SERVICE POINT # \_\_\_\_\_  
 BY: Julia C. 3/18/24  
 CHECKED BY: djs/jcr/msc/cmk  
 JOB ORDER # \_\_\_\_\_ FIRM \_\_\_\_\_ DATE \_\_\_\_\_

Project Name: CC SOUTHWEST RIDGE BICYCLE SKILLS PARK

Service Location(s): Warm Springs Road - 9400 Block

Service Address: \_\_\_\_\_

Developer: Clark County (358)

Social Security or Tax ID. No.: SR-6000028

Billing Address: 500 S. Grand Central Parkway, 4th Floor

Las Vegas, NV 89155-4502

Telephone No. (702) 455-0258

Property Owner: Clark County (RPM)

**ACKNOWLEDGEMENT**

Developer and Property Owner understand and agree:

- Water service will be provided in accordance with the Las Vegas Valley Water District Service Rules.
- All water delivered through a service connection will be metered and billed to the Developer until the Developer requests that the service be shut off. The use of meters is prohibited. Meters must be installed by the Developers' contractor before any water is drawn through the service connection.
- In the event of abandonment or cessation of construction, prepaid installation and connection charges may be used by the District to pursue completion of all or part of the project.
- Location and elevation of service connections to be installed by the District must be identified (staked) by owner prior to installation. The cost of adjustment to location or elevation after installation will be borne by owner.
- Service connection(s) identified on this application to be installed or removed on an actual cost basis are subject to audit of final cost. If final costs exceed the deposit amount, the property owner promises to pay the difference within 30 days after receipt of notice.
- Failure to pay any charges when due will subject the property to a lien and/or discontinuance of water service.
- If box is marked see attached form for special pressure achievement.

Developer: [Signature]  
 Shauna Bradley, Clark County Real Property Management Acting Director  
 Property Owner: [Signature]  
 Shauna Bradley, Clark County Real Property Management Acting Director

General Comments: APN #176-07-101-001  
1 - 2" Restrooms  
1 - 2" Irrigation  
1 - 3" Irrigation Park Amenities

FEES, CHARGES AND DEPOSITS			
<b>SERVICE CONNECTION INSTALLATION</b>			
COMPLETE SERVICE / SERVICE EXCLUDING METER (27301)			
SIZE:			\$
<b>METERS ONLY (25700)</b>			
<u>2</u>	<u>2</u>	* @ \$ <u>475.</u> / ea.	\$ <u>950.</u>
		* @ \$ _____ / ea.	\$ _____
		* @ \$ _____ / ea.	\$ _____
<b>AUTOMATED METER READING DEVICE (AMRD) (27301 R-7723)</b>			
<u>3</u>		@ \$ <u>104.</u> / ea.	\$ <u>312.</u>
<b>SERVICES &gt; 2" INSTALLED BY PRIVATE CONTRACTOR</b>			
<u>1</u>	<u>3</u>	* TYPE: <u>OCTAVE</u>	\$ <u>- 0 -</u>
		* TYPE: _____	\$ <u>- 0 -</u>
<b>BACKFLOW PREVENTION (27301) (BY PRIVATE CONTRACTOR)</b>			
<u>2</u>	<u>2</u>	* TYPE: <u>RPPA</u>	\$ <u>0.</u>
<u>1</u>	<u>4</u>	* TYPE: <u>RPPA</u>	\$ <u>0.</u>
<b>INSTALLATIONS/REMOVALS ON ACTUAL COST BASIS - DEPOSIT (25703)</b>			
SIZE:		TYPE:	\$
<b>FACILITIES CONNECTION CHARGE (27312)</b>			
<u>2</u>	<u>2</u>	* @ \$ <u>18,357.</u> / ea.	\$ <u>36,714.</u>
<u>1</u>	<u>3</u>	* @ \$ <u>36,717.</u> / ea.	\$ <u>36,717.</u>
		* @ \$ _____ / ea.	\$ _____
<b>FRONTAGE CONNECTION CHARGE*</b>			
		LF @ \$ _____ / ea.	\$ _____
		LF @ \$ _____ / ea.	\$ _____
		LF @ \$ _____ / ea.	\$ _____
<b>OVERSIZING CHARGE (27313)</b>			
<u>2</u>	<u>2</u>	* @ \$ <u>2,000.</u> / ea.	\$ <u>4,000.</u>
<u>1</u>	<u>3</u>	* @ \$ <u>3,700.</u> / ea.	\$ <u>3,750.</u>
		* @ \$ _____ / ea.	\$ _____
<b>APPLICATION FEE (41300)</b>			
<u>2</u>	<u>2</u>	* @ \$ <u>1,120.</u> / ea.	\$ <u>2,240.</u>
<u>1</u>	<u>3</u>	* @ \$ <u>2,100.</u> / ea.	\$ <u>2,100.</u>
<u>PREV. PAIDR. APP</u>		* @ \$ <u>EEB</u> / ea.	\$ <u>(2,240.)</u>
<b>INSPECTION FEE (41301)</b>			
<u>2</u>	<u>2</u>	* @ \$ <u>185.</u> / ea.	\$ <u>370.</u>
<u>1</u>	<u>3</u>	* @ \$ <u>1,000.</u> / ea.	\$ <u>1,000.</u>
		* @ \$ _____ / ea.	\$ _____
<b>OTHER CHARGES / CREDITS:</b>			
(25700)1 - 3"OCTAVE @ \$1,637. ea			\$ <u>1,637.</u>
<u>OCTAVE</u>			
<b>SUBTOTAL:</b>			
			\$ <u>87,550.</u>
<b>REGIONAL CONNECTION CHARGE (30601) ADD ONE:</b>			
By <u>2 27 2025</u> \$ <u>514,423.</u>			
BY _____ \$ _____			
BY _____ \$ _____			
<b>TOTAL:</b>			\$ <u>601,973.00</u>

OFFICE USE			
Fees Paid By:	_____		
Customer Will State By:	M/R # _____		
Cross Street:	<u>W O Fort Apache Road</u>		
Cross Street:	_____		
Side of Street:	<u>South</u> PZ: <u>2860</u>		
O.S.:	<u>176-07 NW</u> Land Use: <u>14 15-440</u>		
Main Size / Type / Loc / DWG	_____		
Service Removal Requested For:	_____		
Service No. _____	Meter Size: _____		
Service No. _____	Meter Size: _____		
Service No. _____	Meter Size: _____		
STATUS COMMENTS:			
_____			
<b>*FRONTAGE CONNECTION CHARGE DISTRIBUTION</b>			
23113	\$ _____	Refundable	SPM NO. _____
27300	\$ _____	Refundable	
24111	\$ _____		
24111	\$ _____		
24111	\$ _____		
27300	\$ _____	District	

**CASHIER'S VALIDATION**

Original-Development Services  
 White-Customer/Cashier, Inspection, Accounting, Engineering Services, Water Quality  
 Blue-Distribution