

A RESOLUTION

APPROVING THE EXECUTION AND DELIVERY BY CLARK COUNTY OF A COOPERATIVE INTERLOCAL AGREEMENT WITH THE BIG BEND WATER DISTRICT TO FINANCE WATER PROJECTS IN THE FORT MOHAVE VALLEY; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, Clark County, Nevada (the "County") is a political subdivision of the State of Nevada and the Board of County Commissioners (the "Board") is the elected governing Board of the County; and

WHEREAS, pursuant to Section 2 of Chapter 427, Statutes of Nevada 2007 and cited therein as the Fort Mohave Valley Development Law (the "FMVD Law"), the County has a fiduciary duty to develop the Fort Mohave Valley and any general improvement district whose territory contains all or a part of the land in the Fort Mohave Valley; and

WHEREAS, Section 6 of the FMVD Law created the Fort Mohave Valley Development Fund in the County Treasury (the "Fund") to carry out the purposes of the FMVD Law; and

WHEREAS, the Big Bend Water District (the "District") is a general improvement district organized pursuant to Nevada Revised Statutes ("NRS") Chapter 318 whose responsibilities include providing water service within Fort Mohave Valley; and

WHEREAS, the District desires to construct water projects as defined in NRS 318.144, including a new water storage tank in Laughlin, Nevada, and related facilities, to better serve the Fort Mohave Valley (the "Project"); and

WHEREAS, NRS 277.0705 to 277.0755, inclusive, permit two local governments to enter into a cooperative agreement for borrowing money to finance a facility, including water systems; and

WHEREAS, the District and the County desire to enter into a Cooperative Interlocal Agreement (the "Agreement"), in substantially the form attached hereto as Exhibit A, to authorize a loan from the County to the District from monies in the Fund to finance the Project; and

WHEREAS, pursuant to NRS 277.180, the Agreement shall not become effective until the governing bodies of the County and the District ratify the Agreement by resolution; and

WHEREAS, NRS 354.6118 provides that before loaning money to another local government, the governing board of the local government that wishes to make the loan must make certain determinations at a public hearing; and

WHEREAS, prior to consideration of this Resolution, the Board conducted a public hearing pursuant to NRS 354.6118 and established the amount of time the money will be on loan from the Fund, the terms and conditions for repaying the loan and the rate of interest to be charged, as set forth in the Agreement; and

WHEREAS, the Board of Trustees of the District will consider the approval and ratification of the Agreement pursuant to a resolution adopted on or before the effective date of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, NEVADA:

1. The execution and delivery of the Agreement by the Chair in substantially the form attached hereto as Exhibit A is hereby authorized and ratified. The Chair of the Board, as attested by the County Clerk, is hereby authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A with such changes and amendments as are approved by such officer whose execution thereof shall be conclusive proof of such approval of such changes and amendments.
2. Pursuant to NRS 354.6118, the Board hereby determines:
 - a. A sufficient amount of money is available in the Fund for the loan and that money is permitted to be used for the loan and is not otherwise restricted as to its use; and
 - b. The loan of the money will not compromise the economic viability of the Fund from which the money is loaned.
3. The officers and employees of the County are hereby authorized and directed, jointly and severally, to take all action that they deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this Resolution and the Agreement approved hereby.
4. All resolutions, or parts thereof, in conflict with this Resolution are repealed to the extent of such inconsistency.
5. This Resolution shall become effective and be in force immediately upon its adoption.

PASSED AND ADOPTED ON _____, 2026.

Attest:

Michael Naft, Chair
Board of County Commissioners

Lynn Marie Goya, County Clerk

APPROVED AS TO LEGALITY ONLY:



Lisa Logsdon, County Counsel

[Signature page for 2026 Cooperative Interlocal Agreement with
Big Bend Water District Resolution, page 3 of 3]

EXHIBIT A
(Attach Cooperative Interlocal Agreement)

**COOPERATIVE INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND BIG BEND WATER DISTRICT
RE: FINANCING OF WATER PROJECTS IN THE FORT MOHAVE VALLEY**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2026 (the "**Effective Date**"), by and between the County of Clark (the "**County**"), a political subdivision of the State of Nevada, and the Big Bend Water District (the "**District**"), a general improvement district and political subdivision of the State of Nevada (hereinafter collectively referred to as the "**Parties**," and each, a "**Party**").

RECITALS

WHEREAS, the District is a general improvement district organized pursuant to Nevada Revised Statutes Chapter 318 whose responsibilities include providing water service within its service area; and

WHEREAS, the District desires to construct water projects as defined in NRS 318.144, including two new water storage tanks in Laughlin, Nevada, and related facilities, to better serve the Fort Mohave Valley (the "**Project**"); and

WHEREAS, pursuant to Section 2 of Chapter 427, Statutes of Nevada 2007 and cited therein as the Fort Mohave Valley Development Law (the "**FMVD Law**"), the County has a fiduciary duty to develop the Fort Mohave Valley and any general improvement district whose territory contains all or a part of the land in the Fort Mohave Valley; and

WHEREAS, Section 6 of the FMVD Law created the Fort Mohave Valley Development Fund in the County Treasury (the "**Fund**") to carry out the purposes of the FMVD Law; and

WHEREAS, the District and the County desire to enter into this Agreement to authorize a loan from the County to the District from monies in the Fund to finance the Project (the "**Loan**").

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, the Parties agree as follows:

1. THE LOAN.

The County agrees to provide the District with the Loan in a principal amount not to exceed \$11,000,000 and a term of 30 years from the date of the first advance (the "**Maturity Date**") under the terms set forth below. In order to finance the costs of the study and design portion of the Project, principal in an amount up to \$2,000,000 (the "**Study and Design Advances**") may be advanced from time to time by the County to the District upon written request of the District signed by the Executive Director. The principal advance period for the Study and Design Advances shall commence on the date of the first Study and Design Advance and shall end upon the earlier to occur of (a) two years from the date of the first Study and Design Advance and (b) the date when the amount of \$2,000,000 for the Study and Design Advances has been advanced by the County to the District. The total principal amount of the

Study and Design Advances shall commence amortized payments of principal and interest upon the final draw for the costs of the study and design portion of the Project. The Chief Financial Officer of the County shall provide the amortization schedule to the District of substantially equal payments of principal and interest within thirty (30) days of the final advance for the Study and Design Advances.

In order to finance the costs of the two new water tanks portion of the Project, principal in an amount up to \$9,000,000 (the "**Tank Advances**") may be advanced from time to time by the County to the District upon written request of the District signed by the Executive Director and approval of each Tank Advance by the Board of County Commissioners of the County. The total principal amount of the Tank Advances shall commence amortized payments of principal and interest upon the final draw for the costs of the two new water tanks portion of the Project. The Chief Financial Officer of the County shall provide the amortization schedule to the District of substantially equal payments of principal and interest within thirty (30) days of the final advance for the Tank Advances.

Each principal advance under the Loan shall bear interest at the rate of 0.00% per annum from the date of each advance until the principal advanced under this Agreement is paid in full.

After the Maturity Date, any principal and interest under the Study and Design Advances and the Tank Advances not repaid in full shall be forgiven.

The District shall evidence the Loan under this Agreement by the issuance of a revenue bond to the County to be executed and delivered in connection with the execution and delivery of this Agreement.

2. PURPOSE.

The purpose of the Loan is to provide the District with funds to complete the Project. The District may not use proceeds from the Loan for any other purpose without prior written consent of the County, as evidenced by the written consent of the County's Chief Financial Officer.

3. LOAN PAYMENTS AND SECURITY FOR REPAYMENT.

As security for the loan payments hereunder, the District hereby pledges all "Connection Charges" (as defined in Section 7.5 of the District's Service Rules in effect as of the Effective Date) received by the District from the date of the first advance of principal for the Study and Design Advances until the Maturity Date to the repayment of principal advanced and interest accrued under this Agreement. Upon the commencement of the amortization of the Study and Design Advances and the Tank Advances, the District shall make semi-annual payments to the County of all collected Connection Charges on January 1 and July 1 commencing on the first January 1 or July 1 immediately succeeding the commencement of the amortization of the Study and Design Advances. This payment obligation hereunder shall

continue until the earlier of (a) the Maturity Date, or (b) the date when all principal advanced under the Loan and due and interest accrued and due on the Loan (the "**Loan Balance**") has been repaid to the County; provided that after the Maturity Date any principal and interest under the Study and Design Advances and the Tank Advances not repaid in full shall be forgiven and no longer due.

The Connection Charges, as received by the District, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing or further act; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

4. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall continue until the Maturity Date or payment in full of the Loan Balance. Any Loan Balance outstanding, including unpaid principal and interest accrued and owing under this Agreement, after the Maturity Date shall be forgiven and no longer due.

5. ADDITIONAL OBLIGATIONS.

The District may incur additional obligations with a lien on the Connection Charges superior to or on a parity with the lien and pledge of the Connection Charges to the repayment of the Loan with the prior written consent of the Board of County Commissioners of the County. The District may incur additional obligations with a lien on the Connection Charges subordinate to the lien and pledge of the Connection Charges to the repayment of the Loan without restriction.

6. INTEREST ON AMOUNT OWING.

Should the Loan Balance become due and owing and remain unpaid for a period of ten (10) days after becoming due, the Party to whom the Loan Balance is owed is entitled to interest at the rate set forth in Section 1 of this Agreement until the Loan Balance due and owing is paid in full.

7. BINDING EFFECT OF AGREEMENT.

This Agreement shall inure to the benefit of and shall bind the successors and assigns of the respective Parties, subject to the provisions of this Agreement regarding an assignment.

8. ASSIGNMENT.

None of the Parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other Party.

9. TIME OF THE ESSENCE.

Time is of the essence concerning each and every term, covenant, condition and provision of this Agreement.

10. NO ORAL MODIFICATIONS OR AMENDMENTS.

This Agreement may not be modified or amended except by an instrument in writing, signed by duly authorized representatives of the Parties.

11. MERGER.

This Agreement constitutes the entire agreement between the Parties with respect to the terms of the Loan and supersedes all prior and contemporaneous agreements or understandings between the Parties hereto so relating to the Loan or the Project.

12. NOTICES.

Any notice or communication required or permitted to be given under this Agreement (herein the "**Notices**") shall be in writing and shall be (i) personally delivered, (ii) overnight delivery service, (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) delivered by electronic mail. All Notices shall be deemed received upon actual receipt. Notices shall be directed to the Parties at their respective addresses shown below, or such other address as either Party may, from time to time, specify in writing to the other Party in the manner described above:

COUNTY: Clark County, Nevada
500 S. Grand Central Parkway
Las Vegas, Nevada 89155-1111
Attn: County Manager

DISTRICT: Big Bend Water District
c/o Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
Attn: General Manager

13. NO WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, nor shall constitute a waiver of any other provision hereof, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

14. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

15. ARTICLES AND SECTION HEADINGS.

The article and section headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope of intent of the language of the articles and sections to which they pertain.

16. SEVERABILITY.

If any provision, section, paragraph, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CLARK COUNTY, NEVADA

By: _____
Michael Naft, Chair

ATTEST:

By: _____
Lynn Marie Goya, County Clerk

APPROVED AS TO FORM:

By: Lisa Form 3/24/210
County Attorney Date

Date of Approval by Clark County Board of County Commissioners: _____

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**COOPERATIVE INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND BIG BEND WATER DISTRICT
RE: FINANCING OF WATER INFRASTRUCTURE
IN THE FORT MOHAVE VALLEY**

Signature Page (continued)

BIG BEND WATER DISTRICT

By: _____
Michael Naft, Chair

ATTEST:

By: _____
John Entsminger, General Manager

APPROVED AS TO FORM:

By: _____ Date _____
General Counsel

Date of Approval by Big Bend Water District Board of Trustees: _____