

**INTERLOCAL AGREEMENT FOR  
CLARK COUNTY  
WHITNEY PARK AQUATIC CENTER & SPLASH PAD**

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 the County of Clark, Nevada; and

WHEREAS, the COUNTY is engaged in the re-development of real property generally located on the north side of Missouri Avenue, east of Andover Drive, further referenced as Clark County Assessor's Parcel Numbers 161-28-601-001, 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 re-development of the real property as an updated aquatic center and new splash pad 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 an updated aquatic center and splash pad, located on the north side of Missouri Avenue, east Andover Drive, on Clark County Assessor's Parcel Numbers 161-28-601-001. 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. That 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. At COUNTY'S sole cost and expense to 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

pipng owned by the DISTRICT, hereinafter called "WATER FACILITIES", shown on that certain plan or plans entitled:

**WHITNEY PARK AQUATIC CENTER & SPLASH PAD**  
Utility Plan

- E. That 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.
- F. That 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.
- G. To 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.
- H. That 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.
- I. At COUNTY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- J. At COUNTY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- K. That 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.
- L. That 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.
- M. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street 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 its use by 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 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 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.

- N. 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.
- O. That 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.
- P. That 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.
- Q. That 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 Service Division.
- R. To 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.
- S. That any 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. That 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, to 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. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

## ARTICLE III

### IT IS MUTUALLY AGREED:

- A. That 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. That 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. That in the event a portion of the WATER FACILITIES are 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. That 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 D 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. That if this Agreement terminates in accordance with its terms, 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. That 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 COUNTY'S project without liability for any damages caused by said discontinuation.
- G. That 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. That 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. That 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. That 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF CLARK

LAS VEGAS VALLEY WATER DISTRICT

\_\_\_\_\_  
Marilyn Kirkpatrick, Chair  
Board of County Commissioners

\_\_\_\_\_  
Marilyn Kirkpatrick, President  
Board of Directors

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

 for  
\_\_\_\_\_  
Gregory J. Waich, General Counsel

11/17/2020



LAS VEGAS VALLEY  
WATER DISTRICT

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

December 9, 2020

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

Attention: Lisa Kremer, Director

SUBJECT: Water Plan Review: CC – WHITNEY PARK AQUATIC CENTER & SPLASH  
PAD / Interlocal Agreement #137377-A

The water plan review package for the subject project has been reviewed. Enclosed for your action is an Application for Service. The Interlocal Agreement has been signed by both entities Legal Departments for the respective agenda items. The water plan check prints and a water plan review checklist were released to your engineer through the Digital Plan Submittal Portal. The total fees due for your project, as itemized on the application, will be **\$425,830**. The water plan review package is valid until **December 31, 2021**.

The dual legal signed Interlocal Agreement will be presented to our Board of Directors for approval on January 5, 2021. After County board approval, please return the original signed agreement to the District. After the District executes the agreement, a copy will be forwarded to you for your records, once the water plans are approved by the District.

To obtain approval of the water plans for construction, the District must be in receipt of the properly signed Interlocal Agreement, the Application for Service, and 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, please contact Debbie Sommerfeld at (702) 258-3291.

Sincerely,

A handwritten signature in black ink that reads "Dianne Ocon".

Dianne Ocon, E.I.  
Engineering Services Supervisor

DO/djs

cc: S&B Christ Consulting, LLC

Service Location(s): MISSOURI AVE - 5700 blk

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

Developer: Clark County (358)

Social Security or Tax I.D. No.: 88-6000028

Billing Address: 500 S. Grand Central Parkway, 5th Floor

Las Vegas, NV 89155-4502

Telephone No. ( 702 ) 455-6000

Property Owner: Clark County

### ACKNOWLEDGEMENT

Developer and Property Owner understand and agree:

1. Water service will be provided in accordance with the Las Vegas Valley Water District Service Rules.
2. 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 idlers is prohibited. Meters must be installed by the Developers' contractor before any water is drawn through the service connection.
3. 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.
4. 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.
5. 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.
6. Failure to pay any charges when due will subject the property to a lien and/or discontinuance of water service.
7. If box is marked see attached form for special pressure advisement.

Developer:

Digitally signed by Lisa Kremer  
DN: cn=Lisa Kremer, o=Clark County Real Property Management, ou, email=liskre@clarkcountynv.gov, c=US  
Date: 2021.01.11 16:15:00 -0800

X *Lisa Kremer*

X Lisa Kremer

Print or Type Name and Title

Property Owner:

Digitally signed by Lisa Kremer  
DN: cn=Lisa Kremer, o=Clark County Real Property Management, ou, email=liskre@clarkcountynv.gov, c=US  
Date: 2021.01.11 16:15:02 -0800

X *Lisa Kremer*

X Lisa Kremer

Print or Type Name and Title

### FEES, CHARGES AND DEPOSITS

#### SERVICE CONNECTION INSTALLATION

COMPLETE SERVICE / SERVICE EXCLUDING METER (27301)

SIZE: \_\_\_\_\_ \$ \_\_\_\_\_

#### METERS ONLY (25700)

<u>2</u>	<u>2</u>	"@ \$ <u>400</u>	/ ea. \$	<u>800.</u>
_____	_____	"@ \$ _____	/ ea. \$	_____
_____	_____	"@ \$ _____	/ ea. \$	_____

#### AUTOMATED METER READING DEVICE (AMR) (27301 R-7723)

3 @ \$ 104. / ea. \$ 312.

#### SERVICES > 2" INSTALLED BY PRIVATE CONTRACTOR

<u>1</u>	<u>3</u>	" TYPE: <u>OCTAVE</u>	\$	<u>- 0 -</u>
_____	_____	" TYPE: _____	\$	<u>- 0 -</u>

#### BACKFLOW PREVENTION (27301) (BY PRIVATE CONTRACTOR)

<u>2</u>	<u>2</u>	" TYPE: <u>RPPA</u>	\$	<u>0.</u>
<u>1</u>	<u>4</u>	" TYPE: <u>RPPA</u>	\$	_____

#### INSTALLATIONS/REMOVALS ON ACTUAL COST BASIS - DEPOSIT (25703)

SIZE: \_\_\_\_\_ " TYPE: \_\_\_\_\_ \$ \_\_\_\_\_

#### FACILITIES CONNECTION CHARGE (27312)

<u>2</u>	<u>2</u>	"@ \$ <u>15,646</u>	/ ea. \$	<u>31,292.</u>
<u>1</u>	<u>3</u>	"@ \$ <u>31,923.</u>	/ ea. \$	<u>31,923.</u>
_____	_____	"@ \$ _____	/ ea. \$	_____

#### FRONTAGE CONNECTION CHARGE\*

_____	_____	LF @ \$ _____	/ ea. \$	_____
_____	_____	LF @ \$ _____	/ ea. \$	_____
_____	_____	LF @ \$ _____	/ ea. \$	_____

#### OVERSIZING CHARGE (27313)

<u>2</u>	<u>2</u>	"@ \$ <u>2,000.</u>	/ ea. \$	<u>4,000.</u>
<u>1</u>	<u>3</u>	"@ \$ <u>3,750.</u>	/ ea. \$	<u>3,750.</u>
_____	_____	"@ \$ _____	/ ea. \$	_____

#### APPLICATION FEE (41300)

<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 PAID FEE</u>	_____	"@ \$ _____	/ ea. \$	<u>(1,120.)</u>

#### INSPECTION FEE (41301)

<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. \$	_____

#### OTHER CHARGES / CREDITS:

<u>(25700) 3" OCTAVE METER \$1,533.</u>	<u>\$1,913.</u>
<u>(OCTVE) 4" SPOOL \$380.</u>	_____

General Comments: APN: 161-28-601-001

3" Octave for Splash Pad  
1-2" Aquatic Center  
1-2" Equipment Bldg

### OFFICE USE

Fees Paid By: \_\_\_\_\_

Customer Will Stake By: \_\_\_\_\_ M/R # \_\_\_\_\_

Cross Street: E/O Andover Dr

Cross Street: \_\_\_\_\_

Side of Street: North P.Z.: 1845

Q.S.: 161-28-NE Land Use: 14-15 / 440

Main Size / Type / Loc / DWG \_\_\_\_\_

Service Removal Requested For:

Service No. \_\_\_\_\_ Meter Size: \_\_\_\_\_

Service No. \_\_\_\_\_ Meter Size: \_\_\_\_\_

Service No. \_\_\_\_\_ Meter Size: \_\_\_\_\_

STATUS COMMENTS: \_\_\_\_\_

#### \*FRONTAGE CONNECTION CHARGE DISTRIBUTION

23113	\$ _____	Refundable	SRM NO. _____
27306	\$ _____	Retainable	_____
24111	\$ _____	_____	_____
24111	\$ _____	_____	_____
24111	\$ _____	_____	_____
27309	\$ _____	District	_____

### CASHIER'S VALIDATION