Must be executed by Clark County and returned to the District on or before: 2/25/2027

CBE 608029-26

INTERLOCAL AGREEMENT FOR
CLARK COUNTY
NEW FIRE TRAINING CENTER SITE & IMPROVEMENT PLANS

This Interlocal Agreement "Agreement" is entered between Clark County, a political subdivision of the State of Nevada "Governmental Owner", and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, "District". The "Effective Date" is the date of the last signature on this Agreement.

RECITALS

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

WHEREAS, the Governmental Owner is engaged in the development of real property on Arville Street, south of Tropicana Avenue, as depicted on Exhibit A, as further referenced as Clark County Assessor's Parcel Number(s) 162-30-103-003, the "Property", as the "Project";

WHEREAS, the Governmental Owner desires to receive potable water from the District for use on the Property and has made application for water service for the Property;

WHEREAS, the Governmental Owner is engaged in the construction of the Project, and has authorized a distribution of water for the development subject to the District's Service Rules;

WHEREAS, the District is willing to serve the Property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the Governmental Owner performing all of the terms, conditions and provisions required of the Governmental Owner in this Agreement;

WHEREAS, the Governmental Owner is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to the Property; and

WHEREAS, both the Governmental Owner and the District are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

AGREEMENT

1) The recitals are contractual, incorporated by reference, and form the basis for this Agreement.

2) This Agreement provides a water commitment on a conditional basis only for installation of water facilities for the Project. The conditional water commitment is provided in accordance with the District's Service Rules that are in force on the Effective Date of this Agreement, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

3) The water commitment will be conditional until all water facilities identified in this Agreement are constructed by the Governmental Owner and accepted by the District for the complete development of the Project.

4) In the event the use of the Property changes and modifications to the water facilities are required, the Governmental Owner 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.

5) The Governmental Owner 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.

6) At the Governmental Owner's sole cost and expense, the Governmental Owner shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter or battery thereof, a

meter box or vault, valves, and backflow prevention assembly, hereinafter called "Water Facilities", from the main to the point where the water being delivered leaves the piping owned by the District. The location and type of the Water Facilities are identified on the plan entitled:

NEW FIRE TRAINING CENTER SITE & IMPROVEMENT PLANS
Utility Plan 1-5 ("Plan")

7) The 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.

8) The Water Facilities shall be constructed in the location shown on and in accordance with the Plan, as approved by the District, and in conformance with District specifications.

9) 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, so necessary inspection can be arranged.

10) The Governmental Owner 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 this Agreement, above.

11) At the Governmental Owner's sole cost and expense, the Governmental Owner shall perform all survey work necessary to ensure installation of the Water Facilities to the location and grades called for in the Plan.

12) At the Governmental Owner's sole cost and expense, the Governmental Owner shall disinfect and pressure test the Water Facilities to the satisfaction of the District and the health authorities having jurisdiction.

13) 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.

14) 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 Governmental Owner shall cause such Water Facilities to be relocated outside of the driveways, driveway approaches, or other areas described above, in accordance with District requirements, or shall reimburse the District for the cost of relocating the Water Facilities. If extraordinary conditions exist that would prevent compliance with this requirement, the Governmental Owner may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.

15) The Governmental Owner 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 Plan 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 the 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 easements 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 their use by the District and are in compliance with state laws and regulations.

16) Should any defective material or workmanship affecting the Water Facilities installed by the Governmental Owner be disclosed within one (1) year of the date of completion and acceptance of the Water Facilities by the District, the Governmental Owner shall immediately cause the defect to be corrected or shall reimburse the 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.

17) Upon completion of construction of the work and acceptance of the work by the District, the Governmental Owner will provide final acceptance of all work associated with the Project and the final acceptance shall include providing the District with all its right, title, and interest, in and to the Water Facilities. The Governmental Owner will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

18) The Governmental Owner agrees that upon completion of construction of the work and acceptance of the work by the District, the Governmental Owner will furnish to the District a Bill of Sale for the Water Facilities conveying to the District all rights, title, and interest in all the Water Facilities and will certify that the Water Facilities will be free of liens and other encumbrances.

19) Installation of the Water Facilities does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the District and a water commitment is obtained from the District, no water may be taken from the new Water Facilities installed under this Agreement.

20) All water will be taken through metered service connections, in accordance with the District's Service Rules. The Governmental Owner will require its contractor to install the meters in a timely manner.

21) If the District discovers water is being taken through an unmetered service connection, the Governmental Owner shall pay, within twenty-four (24) days from the billing date, the District's bill for estimated quantities of water taken, as determined solely and exclusively by the District. The Governmental Owner understands that payment under this section does not act as a defense to any criminal or civil violations that may arise for taking of water.

22) The Governmental Owner 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.

23) If required as a condition of the District's Service Rules that are in force on the Effective Date of this Agreement, the Governmental Owner will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the Property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of Project approval.

24) 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 Water Facilities to the District's system, a Water Quality Mitigation Plan will be required for review and implementation at the sole expense of the Governmental Owner.

25) The Governmental Owner agrees that the Governmental Owner and its officers, employees, agents, contractors, licensees, or invitees, at the Governmental Owner 's sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts, or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to, those laws outlined by the Endangered Species Act of 1973 and the Clark County Desert Conservation Plan, August 1, 1995.

26) The Governmental Owner agrees that it is fully responsible for ensuring no avoidable harm comes to any tortoises found on the work site. Tortoises will not be intentionally killed, harmed or taken for private use. In the event that a desert tortoise is encountered on the work site, the Clark County Pick-up Service shall be called at (702) 593-9027.

27) Upon completion of construction of the Water Facilities, acceptance of same by the District, and fulfilment by the Governmental Owner 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.

28) Construction water may be provided to the Governmental Owner at the Governmental Owner's sole cost through metered fire hydrants and/or metered service connections in accordance with the District's Service Rules.

29) If required as a condition of the District's Service Rules, the District shall refund to the Governmental Owner any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the Property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

30) 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 Governmental Owner is not deemed a District water customer until the Water Facilities and development identified herein are completed as specified.

31) 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.

32) In the event a portion of the Water Facilities is constructed but this Agreement terminates, the Property shall have no water commitment by virtue of the installation of the Water Facilities. Requests for future use of the Water Facilities, if retained in place, shall require that a new water commitment be obtained before the Water Facilities can be utilized.

33) For the purpose of making refunds or any notifications that may be required by this Agreement, notice shall be provided to:

To Governmental Owner:	Clark County Attention: Monica Tate 500 S. Grand Central Parkway Las Vegas, Nevada 89155-4502 monica.tate@clarkcountynv.gov
To District:	Las Vegas Valley Water District Attention: Development Services 1001 South Valley View Boulevard, MS 640 Las Vegas, Nevada 89153 SeniorProjectSupportTeam@lvvwd.com
With copy to: (excluding invoices)	Las Vegas Valley Water District Attention: General Counsel 1001 South Valley View Boulevard, MS 475 Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

34) Termination:

a) This Agreement shall terminate, and the conditional commitment shall be void if any of the following occurs:

i) Construction of the Water Facilities covered by the Plan is not commenced within one (1) year from the date of District approval of the Plan; or

ii) 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.

b) This Agreement shall also terminate at the Governmental Owner's request in the event the Governmental Owner chooses to abandon the Project. Refunds for all prepaid fees shall be in the District's discretion in accordance with the District's Service Rules in effect at the time of the execution of this Agreement.

35) 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.

36) Noncompliance or violation of the District's Service Rules or any provision of this Agreement by the Governmental Owner 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 Governmental Owner's Project without challenge by the Governmental Owner and without liability for any damages caused by said discontinuation.

37) The Governmental Owner will be responsible for any loss, damage, liability, cost, or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the Governmental Owner shall protect, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards, including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the Water Facilities contemplated in this Agreement.

38) 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. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the Governmental Owner. This Agreement does not create any third-party beneficiary rights or causes of action.

39) This Agreement, including its recitals, represents the entire integrated understanding of the Parties relative to the installation of the Water Facilities in conjunction with the Governmental Owner's Project.

40) 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.

41) The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

42) Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to 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.

43) Failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce and to terminate as a result of any breach of this Agreement.

44) The District may record this Agreement as an "Official Record" in the office of the Recorder for Clark County, Nevada.

45) Each Party warrants to the other that it, and its signatory, is duly authorized and empowered to execute this Agreement and to bind the Party to the terms of this Agreement.

46) Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

CLARK COUNTY

Michael Naft, Chair
Board of County Commissioners

Date

APPROVED AS TO FORM:

Deputy District Attorney

LAS VEGAS VALLEY WATER DISTRICT

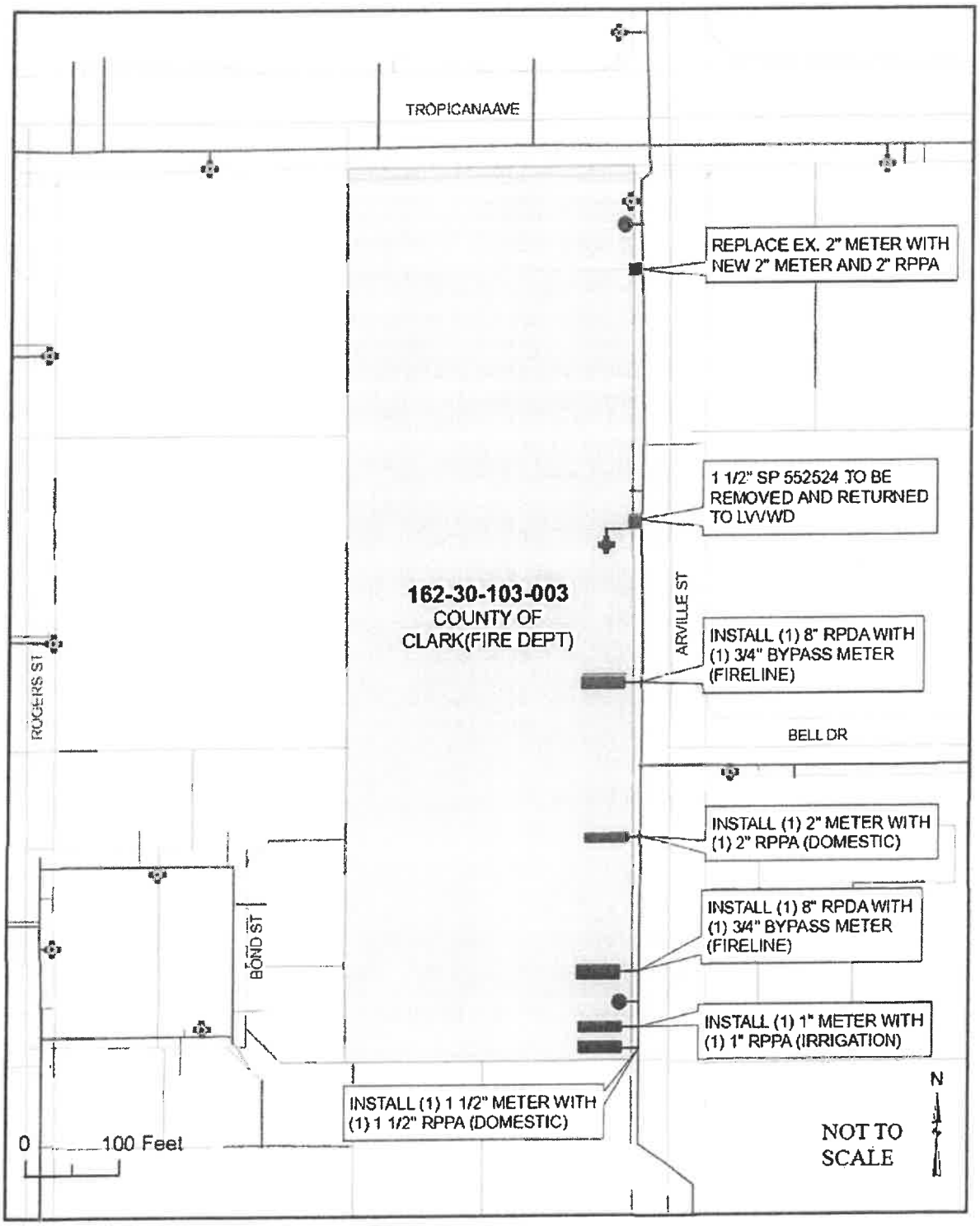
Marilyn Kirkpatrick, President
Board of Directors

Date

APPROVED AS TO FORM:

Gregory J. Walch, General Counsel
Las Vegas Valley Water District

EXHIBIT A
WATER FACILITIES
Clark County New Fire Training Center Site & Improvement Plans
LVVWD Project 143502-A



LAS VEGAS VALLEY
WATER DISTRICT
1001 South Valley View Boulevard
Las Vegas, NV 89153
702-870-2011 · lvvwd.com

June 3, 2026

Clark County
Real Property Management
500 S. Grand Central Parkway, 5th Floor
Las Vegas, NV 89155-1825

Attention: Shauna Bradley, Director Clark County Real Property Management

SUBJECT: Water Plan Review - CC NEW FIRE TRAINING CENTER SITE & IMPROVEMENT PLANS / Interlocal Agreement #143502-A

The water plan review package for the subject project has been reviewed, and the water plan review check prints and checklist have been released to your engineer thru the Digital Plan Submittal Portal. The Interlocal Agreement, two Applications for Service, and Service Removal Form are enclosed for your action. The total fees due for your project, as itemized on the applications, will be **$151,000**. The water plan review package is valid until **February 25, 2027**.

The enclosed Interlocal Agreement is scheduled to be presented to our Board of Directors for approval on July 7, 2026. 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 June 15, 2026. 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, both Applications for Service, Service Removal Form, along with the required fees. The plans may then be submitted to the Engineering Services Project Review Team for signature, as identified in their checklist. The review checklist identifies the water commitment status and specific requirements for the approval of this project.

If you have any questions regarding the contractual documents, please contact Melissa Oliver at (702) 258-3101.

Sincerely,

Matthew Favalora

Matthew Favalora, Project Support Team Supervisor
Engineering Services Division

MF/mo