

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
CONTRACT NO. CRCPDP-200
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CLARK COUNTY WATER RECLAMATION DISTRICT
FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE
OF ELECTRIC FACILITIES**

1. PARTIES

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) is made pursuant to Nevada Revised Statutes (“NRS”) Chapter 277, between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“Commission” or “CRC”), acting both as a principal on its own behalf and as an agent on behalf of the state, and the CLARK COUNTY WATER RECLAMATION DISTRICT (“CCWRD” or “Contractor”), a political subdivision of the State of Nevada created pursuant to NRS Chapter 318.

2. EXPLANATORY RECITALS

- 2.1 NRS 538.166 authorizes the CRC to construct, operate and maintain utilities for the generation and transmission of electricity; and, NRS 704.787 authorizes the CRC to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (“SNWA”) and its member agencies for their water and wastewater operations. The CCWRD is a member of the SNWA.
- 2.2 CRC and CCWRD entered into that certain INTERLOCAL AGREEMENT CONTRACT NO. CRCPDP-200 (the “Original Interlocal”), a copy of which is attached as **Exhibit 1**, for the construction, operation and maintenance of electric facilities supporting its main facility, the Flamingo Water Resource Facility, at 5857 E. Flamingo Rd., Las Vegas, NV 89122 (the “FWRC”).
- 2.3 CRC and CCWRD by written letter agreement extended the term of the Original Interlocal to June 10, 2024, a copy of which is attached as **Exhibit 2**.
- 2.4 CCWRD is designing an expansion of its wastewater treatment facilities at the FWRC, which will require an additional power load.
- 2.5 CRC and CCWRD desire to amend the Original Interlocal to allow for the expansion of electric facilities to support the expansion of wastewater treatment facilities at the FWRC, which expansion is described and depicted in **Exhibit 3** Scope of Work attached hereto (the “Facilities Expansion”).
- 2.6 The CRC is willing to purchase materials and design, construct, operate and maintain the additional facilities comprising the Facilities Expansion and the CCWRD is willing to fund the cost of same.

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

3. INCORPORATION OF RECITALS

The Explanatory Recitals set forth above in Section 2 are incorporated herein as terms to this First Amendment.

4. INCORPORATION OF ORIGINAL AGREEMENT

The Original Agreement (including any amendments thereto) is hereby incorporated herein in its entirety, and except as specifically amended herein, all provisions of the Original Agreement remain in full force and effect.

5. EXPANSION OF FACILITIES

- 5.1 Section 3.9 of the Original Agreement is hereby amended to provide that “Facilities” includes the Facilities Expansion.
- 5.2 Section 4 of the Original Agreement is hereby amended to provide that the Term may be renewed for up to a total of six (6) five (5) year terms.
- 5.3 Section 6.2 of the Original Agreement is hereby amended to provide for a not-to-exceed amount of six hundred thousand dollars (\$600,000) for the Facilities Expansion.
- 5.4 Section 6.3 of the Original Agreement is hereby amended to provide that the CRC shall use its best efforts to ensure that the Facilities Expansion is operational by September 1, 2023.
- 5.5 Section 7.3 of the Original Agreement is hereby amended to provide that the CRC shall prepare and submit to the CCWRD on or before December 1, 2021, or at such later time as the CCWRD Manager of Engineering and the CRC Assistant Director of Engineering and Operations may agree in writing, a proposed Construction Budget for all Project Costs for Project Work for the Facilities Expansion.
- 5.6 Section 13 of the Original Agreement is hereby amended to provide that the CRC and the CCWRD shall jointly determine and agree on the type and amount of insurance coverage for the Facilities Expansion no later than December 1, 2021.
- 5.7 Section 16.1 of the Original Agreement is hereby amended to provide that notices should be sent to the persons specified below:

To the CRC:

Eric P. Witkoski, Executive Director
Colorado River Commission of Nevada
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
Phone No.: (702) 486-2686
Fax No.: (702) 486-2695
E-mail: ewitkoski@crc.nv.gov

To the CCWRD:

Thomas Minwegen, General Manager
Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Phone No.: (702) 668-8143
Fax No.: (702) 668-9160
E-mail: tminwegen@cleanwaterteam.com

- 5.8 All other provisions within the Original Agreement that must be amended to give effect to the purpose and intent of this First Amendment are hereby amended.

IN WITNESS WHEREOF the Parties have executed this First Amendment as of the date set forth below.

STATE OF NEVADA, acting by and
through its COLORADO RIVER
COMMISSION OF NEVADA

By: 
Eric Witkoski (Sep 15, 2021 12:59 PDT)

Printed: Eric Witkoski

Title: Executive Director

Date: Sep 15, 2021

CLARK COUNTY WATER
RECLAMATION DISTRICT

By: _____

Printed: Thomas Minwegen

Title: General Manager

Date: _____

APPROVED AS TO FORM

By: 

Printed: Christine Guerri-Nyhus

Title: Special Counsel, Attorney General

Date: Sep 15, 2021

APPROVED AS TO FORM

By: 

Printed: David Stoft

Title: General Manager

Date: _____