

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
SPECIAL IMPROVEMENT DISTRICT NO. 1507
JONES BOULEVARD IMPROVEMENTS ELKHORN ROAD TO HORSE DRIVE**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

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 City of Las Vegas plans to construct Special Improvement District (SID) No. 1507, generally located in Jones Boulevard, between Elkhorn Road and Horse Drive, which is designated as a public works improvement project; and

WHEREAS, the CITY desires to design and construct modifications to existing water facilities, new water facilities, and other appurtenant work as part of said project within the DISTRICT'S service area; and

WHEREAS, the DISTRICT is willing to permit the installation of new water facilities prior to the installation of pavement with the understanding that there is no commitment for future water service, nor is any property right in water granted under this Agreement or as a result of the creation of the SID to those properties without a prior water commitment; and

WHEREAS, the CITY and DISTRICT desire to coordinate construction of the improvements in a cost-effective manner pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

THE PARTIES AGREE:

The modification of existing water facilities, installation of new water facilities, or removal of obsolete DISTRICT water facilities made necessary by the public works project of the CITY will be in accordance with the following:

ARTICLE I

CITY AGREES:

- A. To provide engineering services for the design and construction of modifications to existing water facilities, new water facilities, and other appurtenant work or removal of obsolete water facilities and associated appurtenances, hereinafter called "WATER FACILITIES", within the DISTRICT'S service area, at its sole cost and expense, as shown on the plans entitled:

**SPECIAL IMPROVEMENT DISTRICT NO. 1507
JONES BOULEVARD IMPROVEMENTS ELKHORN ROAD TO HORSE DRIVE
Water Line Plan and Profile**

- B. That installation of new WATER FACILITIES as shown on construction drawings described in Article I, paragraph A, to property without a water commitment requires that an AFFIDAVIT OF WAIVER AND CONSENT agreement be executed and recorded prior to the approval of construction drawings showing construction of the new WATER FACILITIES. A copy of the recorded document shall be furnished by the CITY to the DISTRICT.

- C. To abide by Nevada Revised Statutes, Nevada Administrative Code and the policies and directives of the State of Nevada-Bureau of Health, in all respects governing potable water systems pertinent to work performed by CITY as it relates to construction of WATER FACILITIES.
- D. To comply with the DISTRICT'S Service Rules, standards, and specifications as they pertain to the construction of WATER FACILITIES.
- E. To design, survey and construct said WATER FACILITIES in conformance with DISTRICT specifications and DISTRICT approved plans at its sole cost and expense.
- F. To provide three copies of the DISTRICT approved plans plus reproducible mylars and AutoCAD Version 10 or later .DWG file, for those sheets with WATER FACILITIES to be installed, modified, or removed, to the DISTRICT two weeks prior to the preconstruction conference.
- G. To provide engineering services to review and process shop drawings and cut sheets, when specified on the approved drawings. The DISTRICT will have a minimum seven (7) calendar day review period prior to the shop drawings being returned to the contractor. The CITY at its sole cost and expense will provide to the DISTRICT three complete bound sets of final approved shop drawings for items incorporated into the work within seven (7) calendar days of receipt from the contractor.
- H. That no construction of WATER FACILITIES will commence until improvement plans are approved for construction in writing by the DISTRICT. DISTRICT approval shall be indicated by an authorized DISTRICT signature on each sheet of the improvement plans which show construction of WATER FACILITIES. Any subsequent revisions or modifications to the WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.
- I. To allow the DISTRICT to review and take appropriate action on all subsequent revisions or modifications to the approved plans which involve the WATER FACILITIES prior to the construction of WATER FACILITIES. No construction based on such revised or modified plans shall be commenced on WATER FACILITIES until the DISTRICT has approved the revisions.
- J. 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.
- K. To disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT. Any connection to an existing main which may cause interruption of service shall be at the times specified by the DISTRICT on the approved drawings.
- M. Any interruption of service must be approved in writing prior to the start of construction. Interruption of service will generally be authorized to occur between the hours of 10:00 p.m. and 6:00 a.m., Sunday through Thursday, with 24 hours advance notice given to affected customers by the CITY'S contractor in the presence of a DISTRICT representative. The CITY shall require the contractor to provide a schedule for service interruptions. Temporary feeds may be required depending on the customer's water needs.
- N. Should any defective material or workmanship affecting the WATER FACILITIES installed by CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY 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 CITY 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 CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- P. To provide all contract administration for the WATER FACILITIES at no expense to the DISTRICT.
- Q. 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, may be used by the DISTRICT to deliver water to other real property as determined by the DISTRICT.
- R. That installation of said 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.
- S. 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.

ARTICLE II

DISTRICT AGREES:

- A. To review and take appropriate action in a timely manner on improvement plan submittals and contract modifications affecting the WATER FACILITIES for the project designed in accordance with the provisions of this Agreement.
- B. To not unreasonably delay or withhold written approval of construction plans or subsequent revisions or modifications to approved plans.
- C. To provide inspection services in a timely manner for all DISTRICT approved WATER FACILITIES work completed and materials incorporated into the work to insure the requirements and intention of the plans and specifications are met, and report directly to the CITY'S designated representative.
- D. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That this Agreement will pertain to the CITY'S SID No. 1507 project, which involves construction of modifications to existing WATER FACILITIES, installation of new WATER FACILITIES, and removal of obsolete WATER FACILITIES. Plans will be approved for construction by an authorized DISTRICT signature on each sheet of improvement plans which show construction of WATER FACILITIES. Any subsequent revisions or modifications to WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.
- B. That this project shall have no water commitment by virtue of the installation of the new WATER FACILITIES. Future use of said WATER FACILITIES requires that a water commitment be obtained from the DISTRICT before the WATER FACILITIES can be utilized.

- C. That all 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.
- D. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- E. That the DISTRICT and the CITY will coordinate project design, construction, and construction inspection in a joint effort to insure timely completion of all work.
- F. The CITY agrees to advise each owner that if, when their property is developed, the location of any new WATER FACILITIES installed hereunder to serve such property is, for any reason, incompatible with such development, including without limitation being located under a driveway or at any other improper location, the DISTRICT will require that such new WATER FACILITIES be abandoned, at owner's sole cost and expense, at its connection to the water main in accordance with the DISTRICT'S standards and that the cost of installing any new WATER FACILITIES will be owner's sole responsibility.
- G. That CITY will provide the DISTRICT a minimum of 48 hours for review and response to special designs for changes to DISTRICT facilities required during construction. In the event of an emergency situation the DISTRICT will review changes on a priority basis. Said special designs must be submitted to the DISTRICT'S Engineering Services Division and approved prior to commencing construction of the work.
- H. That the CITY'S contract documents will require that all liability insurance be obtained by the contractors and identify both the CITY and the DISTRICT as additional insureds.
- I. That 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 employees or agents arising under this Agreement and any action taken pursuant to this Agreement.
- J. That the CITY 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. The CITY 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 the Agreement.
- K. 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.
- L. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the modification of existing WATER FACILITIES, installation of new WATER FACILITIES, or removal of obsolete WATER FACILITIES in conjunction with the CITY'S SID No. 1507 project.
- M. 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.
- N. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

O. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, 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 Federal Civil Rights 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 _____, 200_____.

APPROVED AS TO FORM:

 12/5/07
Thomas R. Green
City Attorney

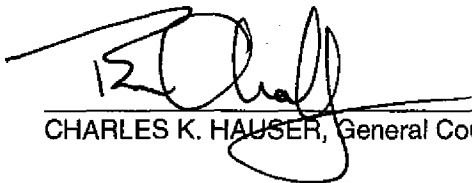
ATTEST:

CITY OF LAS VEGAS

BEVERLY K. BRIDGES, CMC, City Clerk

BY: _____
OSCAR B. GOODMAN, Mayor

APPROVED:



CHARLES K. HAUSER, General Counsel

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: _____
CHIP MAXFIELD, President
Board of Directors