

**INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY RECLAMATION
DISTRICT, THE CITY OF HENDERSON, AND CITY OF LAS VEGAS**

THIS INTERLOCAL AGREEMENT, is made and entered into as of the 3rd day of NOVEMBER, 2010 by and between the Clark County Water Reclamation District ("CCWRD"), the City of Henderson ("HENDERSON") and the City of Las Vegas ("LAS VEGAS"), jointly referred to as the "ENTITIES"

W I T N E S S E T H

WHEREAS, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking pursuant to NRS 277.180; and

WHEREAS, the ENTITIES provide wastewater services to the residents of Clark County; and

WHEREAS, the ENTITIES desire to be jointly represented by counsel for the coordination and renewal of wastewater permits; and

WHEREAS, the ENTITIES agree to equally share the cost of representation by counsel;

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the ENTITIES agree to the following:

LAS VEGAS has retained the services of Briscoe Ivester and Bazel, LLP (hereinafter referred to as "LEGAL COUNSEL") under contract in an amount not to exceed Three Hundred Thousand (\$300,000) Dollars, and expiring September 2011. This contract will provide LAS VEGAS with legal representation concerning environmental issues, negotiations, and administrative proceedings that arise under federal and Nevada laws in the operation of its facilities.

As part of the existing contract with LAS VEGAS, LEGAL COUNSEL will represent the ENTITIES in the renewal of their individual Nevada Department of Environmental Protection wastewater permits, which expire in the Summer of 2011. Total fees for representation related to the renewal of wastewater permits shall not exceed One Hundred Fifty Thousand (\$150,000) dollars collectively, or Fifty Thousand (\$50,000) individually.

LAS VEGAS shall receive invoice billings and monthly accounts from LEGAL COUNSEL, and pay contracted amounts within thirty (30) days from receipt of invoice. LAS VEGAS shall submit to CCWRD and HENDERSON a copy of invoices pertaining to renewal of wastewater permits, and provide an itemized accounting for services rendered as provided by LEGAL COUNSEL. Itemized invoices shall be sent to the following addresses:

**City of Henderson
Barney Rabold
Deputy Director
Department of Utility Services
240 Water Street
Henderson, NV 89009-5050**

**Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, Nevada 89122
Attention: Richard Mendes, Gen. Mgr.**

Henderson, NV 89009-5050

Within thirty (30) days of receipt of the invoice CCWRD and HENDERSON shall reimburse LAS VEGAS for their proportional one-third share of the costs for wastewater permit renewal invoicing, in a total amount not to exceed Fifty Thousand (\$50,000) dollars each.

Payment shall be sent to the following address:

**City of Las Vegas
Department of Finance and Business Services
ATTN: Accounts Receivable
400 Stewart Avenue
Las Vegas, NV 89101-2986**

This AGREEMENT may be terminated by any party upon sixty days written notice. The parties agree to pay the requisite share of expenses up to the date of termination.

The parties do not intend to benefit any person who is not part of this Agreement, nor to assume any duty beyond that imposed by the general statutory law and regulations.

IN WITNESS WHEREOF, the CCWRD, HENDERSON, and LAS VEGAS have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day first noted above.

CLARK COUNTY WATER
RECLAMATION DISTRICT

Deputy City Attorney

CITY OF HENDERSON

By: See Attached Signature Page

Richard Mendes
General Manager

Approved as to legality and form:

By: _____

Carolyn C. Campbell
Deputy District Attorney

CITY OF LAS VEGAS

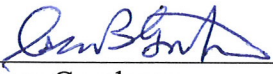
By: See Attached Signature Page

Andy Hafen
Mayor

Approved as to legality and form:

By: _____

Terri A. Williams
Assistant City Attorney

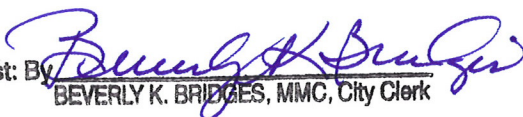
By: 

Oscar Goodman
Mayor

Approved as to legality and form:

By: John S. Ridilla 10/1/10

John S. Ridilla
Deputy City Attorney

Attest: By 
BEVERLY K. BRIDGES, MMC, City Clerk

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CLARK COUNTY WATER
RECLAMATION DISTRICT

By: _____
Richard Mendes
General Manager

Approved as to legality and form:

By: Carolyn C. Campbell
Carolyn C. Campbell
Deputy District Attorney

CITY OF LAS VEGAS

CITY OF HENDERSON

By: See Attached Signature Page
Andy Hafen
Mayor

Approved as to legality and form:

By: _____
Terri A. Williams
Assistant City Attorney

By: See Attached Signature Page
Oscar Goodman
Mayor

Approved as to legality and form:

By: _____
Deputy City Attorney

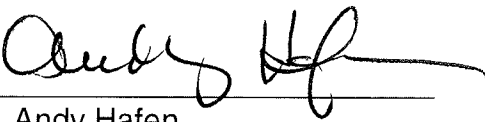
CITY OF LAS VEGAS

By: See Attatched Signature Page
Oscar Goodman
Mayor

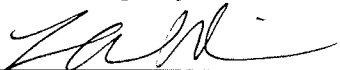
Approved as to legality and form:

By: _____
Deputy City Attorney

CITY OF HENDERSON

By: 
Andy Hafen
Mayor

Approved as to legality and form:

By: 
Terri A. Williams
Assistant City Attorney

By: 
Sabrina Mercadante, CMC
City Clerk