

FIRST AMENDMENT TO NLV WASTEWATER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO NLV WASTEWATER SERVICE AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas ("CLV") and the City of North Las Vegas ("NLV"), each of which is a municipal corporation within the State of Nevada.

WITNESSETH

WHEREAS, CLV and NLV have previously entered into that certain NLV Wastewater Service Agreement dated February 4, 2009, which provides for the continued treatment by CLV of the Indirect Wastewater Flows (defined therein) generated by NLV until such time as NLV Wastewater Treatment Facility (defined therein) currently under construction by NLV becomes operational, at which time further treatment by the CLV would cease as of the deadline set forth under the Agreement; and

WHEREAS, the parties hereto recognize that prior or subsequent to the Wastewater Treatment Facility becoming operational, there may arise a need on the part of NLV to have CLV delay ceasing the treatment of all or a portion of the Indirect Wastewater Flows by the deadline set forth in the Agreement, or for CLV to resume treatment of a portion of the Indirect Wastewater Flows after cessation of the treatment thereof, including, without limitation, such needs as the temporary shutdown for operational maintenance of, or to construct additional treatment capacity at, or to delay or avoid the construction of additional treatment capacity at, the Wastewater Treatment Facility; and

WHEREAS, the parties hereto desire to amend the Agreement to provide NLV with the right to request (i) CLV continue treating the Indirect Wastewater Flows past the deadline set forth in the Agreement for the termination of such treatment, or (ii) resume treatment of the Indirect Wastewater Flows after CLV has ceased the treatment thereof, and to provide for the other modifications of the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the premises set forth above, the parties hereto do agree as follows:

1. Section 1, Definitions, of the Agreement is hereby amended to delete subsection (g) in its entirety and to insert in lieu thereof the following:

(g) "Direct Wastewater Flows" means the wastewater directly discharged into the CLV collection system by the sewer accounts in NLV.

2. Section 2.02, Indirect Wastewater Flows, of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

2.02 Indirect Wastewater Flows. For the term of this Agreement, or until commencement of operation of the Wastewater Treatment Facility, whichever is the first to

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Submitted at City Council

Date 2/16/11 Item 39
By: Jorge Cervantes

occur, CLV agrees to receive and treat all of the Indirect Wastewater Flows at the WPCF. In consideration for such wastewater treatment, NLV agrees to pay CLV the Monthly Treatment Charge determined pursuant to Section 3 of this Agreement. NLV agrees that CLV may cease receiving and treating the Indirect Wastewater Flows with the commencement of operation of the Wastewater Treatment Facility, provided, however, NLV may request that CLV continue treating, or resume the treatment of, the Indirect Wastewater Flow as set forth herein. For purposes of terminating and/or subsequently regulating the treatment of the Indirect Wastewater Flows, NLV has installed a lockable valve at the location indicated on Exhibit A attached hereto and incorporated herein as part of this Agreement. NLV agrees that the CLV shall have access to and sole control of this valve pursuant to a locking key or some mechanism acceptable to the City. NLV agrees to grant CLV access to this valve by execution of the Grant of Easement, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

Prior or subsequent to the commencement of the operation of the Wastewater Treatment Facility, NLV shall have the right, if the need arises, to request in writing that CLV continue with, or resume the treatment of, the Indirect Wastewater Flows in the amount and for such period of time as requested by NLV. The request shall include, at a minimum, the following information, (i) the reason for the request, (ii) the anticipated date, time and duration needed for the treatment of the Indirect Wastewater Flows, (iii) the estimated daily flow of the Indirect Wastewater Flows to the CLV, (iv) the predicted quality of the Indirect Wastewater Flows (at a minimum the BOD, TSS, NH3-N and the total phosphorus concentrations), and (v) the existence and concentration of any toxic components in the Indirect Wastewater Flows. CLV shall have the sole discretion to grant or deny the request, after considering such factors as, but not limited to, (i) the availability and capacity of its collection system at the time of the request, (ii) the availability and impact on treatment capacity at WPCF, (iii) the quality of the Indirect Wastewater Flows and the presence of any toxic component and (iv) its ability to treat the Indirect Wastewater Flows. The cost for the treatment of the Indirect Wastewater Flows after the commencement of operation of the Wastewater Treatment Facility shall be at the rate set forth in Section 3.01. Nothing set forth in this Section 2.02 shall obligate the CLV to reserve any capacity of its collection system or at the WPCF for the treatment of the Indirect Wastewater Flows

3. Section 3.01, Charge Rate, of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

3.01 Charge Rate. The initial Charge Rate shall be \$1.99/kgal for treatment of the Indirect Wastewater Flows. The initial Charge Rate shall remain in effect through December 31, 2011. Commencing January 1, 2012, the Charge Rate shall be \$2.50/kgal, increased by the amount of the Consumer Price Index for each year thereafter for any request for the continued or resumed treatment of the Indirect Wastewater Flows submitted by NLV pursuant to Section 2.02.

4. This Amendment shall not become effective as a binding document between the parties hereto until the occurrence of the following two conditions: (i) NLV and Clark County have executed that certain Interlocal Agreement to Fund Wash System Maintenance related to maintenance of the Range Wash and Sloan Channel, which need for maintenance results from the discharge of wastewater flows generated by NLV into the Range Wash and Sloan Channel, and (ii) the Clean Water Coalition Board has removed or stricken from its agenda scheduled for

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the meeting of April 26, 2011, Item 10, "Discussion and Possible Action Regarding Interconnection Alternative for the City of North Las Vegas Water Reclamation Facility", which was held in abeyance at the January 26, 2011 meeting of the Board, and the Reach O Project, a project involving the construction of a \$35,000,000 pipeline designed to transport the Indirect Wastewater Flows from the Wastewater Treatment Facility to a designated point of discharge in the Las Vegas Wash, is not approved at any future meeting of that Board.

5. Except as otherwise provided herein, all other provisions of the Agreement shall remain in force and effect between the parties.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and effective by their duly authorized representatives the day and year first written above.

ATTEST:

CITY OF LAS VEGAS

Beverly K. Bridges, MMC Date
City Clerk

By: _____
Oscar B. Goodman, Date
Mayor

APPROVED AS TO FORM:

Robert S. Sylvain Date
Deputy City Attorney

ATTEST:

CITY OF NORTH LAS VEGAS

Karen L. Storms, CMC, Date
City Clerk

By: _____
Shari L. Buck, Date
Mayor

APPROVED AS TO FORM:

Nicholas G. Vaskov, Date
Acting City Attorney

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