

**INTERLOCAL AGREEMENT
FOR THE DESIGN AND CONSTRUCTION OF MOUNTAIN VIEW 2545 PZ WATERLINE &
GRAND VALLEY/US93 2420/2295 PZ WATERLINE**

This INTERLOCAL AGREEMENT (this "Agreement") is made by and between the CITY of NORTH LAS VEGAS, a Nevada municipal corporation ("CNLV"), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("AUTHORITY"). CNLV and AUTHORITY are sometimes collectively referred to herein as the "Parties."

This Agreement is effective on the date of approval by CNLV and AUTHORITY, whichever date is later, as long as approval by one is within sixty (60) calendar days of approval by the other (the "Effective Date").

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statutes Chapter 277.180;

WHEREAS, AUTHORITY desires to construct the Garnet Valley Wastewater System (the "Project") within the CNLV jurisdictional boundaries along Grand Valley Parkway and US 93 corridors, in accordance with the improvement limits set forth herein and as generally depicted on Exhibit A;

WHEREAS, CNLV desires to oversize the water transmission improvement, Grand Valley 2420/2295 PZ Waterline (Segment A), as part of AUTHORITY's Garnet Valley Wastewater System, generally depicted on Exhibit B;

WHEREAS, CNLV desires to install two water transmission line extensions, Grand Valley 2420/2295 PZ Waterline (Segment B) and Mountain View 2545 PZ Waterline (Segment C), as part of AUTHORITY's Garnet Valley Wastewater System (also generally depicted on Exhibit B);

WHEREAS, CNLV water transmission oversizing and new waterline improvements associated with Grand Valley 2420/2295 PZ Waterline (Segment A), Grand Valley 2420/2295 PZ Waterline (Segment B), Mountain View 2545 PZ Waterline (Segment C), and all three Segments(s) are defined below as "CNLV Facilities";

WHEREAS, the Parties acknowledge that separating the construction of the Project by jurisdiction is desirable, however, for this Project, combining construction efforts will have numerous benefits, including shared infrastructure costs between the Parties, minimal time of disturbance for local residents and businesses, and minimization of construction conflicts that would occur if multiple contracts were administered concurrently;

WHEREAS, this Agreement designates the AUTHORITY as the Project administrator with responsibility to authorize preliminary engineering, final design, utility coordination, contract administration, surveying, inspection, waterline construction, meter and backflow prevention installations, pressure reducing valve and vault installation, utility relocations, and testing and inspections of the CNLV Facilities, and miscellaneous items that may be required to complete the Project;

WHEREAS, Grand Valley 2420/2295 PZ Waterline (Segment A) and Grand Valley 2420/2295 PZ Waterline (Segment B) will be constructed under an existing AUTHORITY Construction Manager at Risk (CMAR) delivery method in accordance with NRS 338.169; and Mountain View 2545 PZ Waterline (Segment C) will be constructed as a publicly bid project, in accordance with NRS 338.140.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is mutually agreed as follows:

ARTICLE I—COSTS

1. Definitions:
 - a. *CNLV Design Contingency*: a portion of the CNLV Facilities Design Cost as shown in Exhibit C.
 - b. *CNLV Construction Contingency*: ten percent (10%) of the CNLV Facilities Construction Cost.
 - c. *CNLV Facilities Construction Cost*: the cost of construction of the CNLV Facilities, which includes the CNLV Construction Contingency.
 - d. *CNLV Facilities Construction Management Cost*: ten percent (10%) of the CNLV Facilities Construction Cost.
 - e. *CNLV Facilities Cost*: the total of the CNLV Facilities Design Cost, the CNLV Facilities Construction Cost, and the CNLV Facilities Construction Management Cost, each as further detailed herein.
 - f. *CNLV Facilities Design Cost*: design professional's estimated cost of design of the CNLV Facilities, which includes the CNLV Design Contingency.
 - g. *Segment A*: the oversizing of the approximately 7100 linear foot water transmission line for Grand Valley 2420/2295 PZ Waterline.
 - h. *Segment B*: the construction of the approximately 3800 linear foot water transmission line for Grand Valley 2420/2295 PZ Waterline.
 - i. *Segment C*: the construction of the Mountain View 2545 PZ Waterline.
2. Each Party will pay their respective portion of the actual CNLV Facilities Cost, which will be determined as set forth in this Agreement. The Parties have estimated the cost of the CNLV Facilities Cost, which is attached hereto as Exhibit C. CNLV will be responsible for the costs of oversizing Segment A from a 12-inch PVC pipeline to the final design diameter which is estimated to be a 24-inch.
3. The Parties acknowledge that the actual CNLV Facilities Cost may be more or less than what is estimated in Exhibit C. To the extent that the actual CNLV Facilities Cost exceeds the estimate CNLV Facilities Cost and to the extent that the Parties respective Board/Council have not sufficiently approved funds to cover the actual CNLV Facilities Cost, each Party agrees to use its best efforts to obtain approval of the additional funds from its Board or Council.
4. Within thirty (30) calendar days of the execution of this Agreement, CNLV shall pay to AUTHORITY the sum of \$1,448,888, which is CNLV's share of the CNLV Facilities Design Cost as shown in Exhibit C.
5. Segments A and B:
 - a. Within seven (7) calendar days of CMAR final negotiated cost ("CMAR Cost") for Segment A and Segment B, AUTHORITY shall transmit the CMAR Cost, any available detailed back-up, and any pricing documents to CNLV.
 - b. Within fourteen (14) calendar days after receipt of the CMAR Cost, CNLV shall provide written acceptance or rejection of the CMAR Cost. If CNLV rejects the CMAR Cost, CNLV shall provide a written explanation for said rejection that is consistent with Nevada law.
 - c. If CNLV accepts the CMAR Cost, CNLV shall pay to AUTHORITY the CMAR Cost within thirty (30) calendar days of such acceptance.
 - d. If CNLV rejects the CMAR Cost, the AUTHORITY shall have no obligation to continue with including Segments A or B in the Project. Any costs incurred by the

AUTHORITY to re-design the Grand Valley 2420/2295 PZ Waterline to remove Segments A and B from the Project shall be paid from CNLV's share of the CNLV Facilities Design Cost.

6. Segment C:
 - a. Within seven (7) calendar days of opening of construction bids for Segment C, AUTHORITY shall transmit the construction bid tabulations for the three lowest bidders (the "Bid Tabulation") to CNLV, including identification of the apparent lowest responsible and responsive bidder. Regardless of the identity or cost of the three lowest bidders, the construction cost for Segment C will be determined by the lowest responsible and responsive bidder ("Segment C Cost").
 - b. Within seven (7) calendar days after receipt of the Bid Tabulation, CNLV shall provide written acceptance or rejection of the Segment C Cost. If CNLV rejects the Segment C Cost, CNLV shall provide a written explanation for said rejection that is consistent with Nevada law.
 - c. If CNLV accepts the Segment C Cost, CNLV shall pay to AUTHORITY the Segment Cost within thirty (30) calendar days of such acceptance.
 - d. If CNLV rejects the Segment C Cost, the AUTHORITY shall have no obligation to continue with including Segment C in the Project. Any costs incurred by the AUTHORITY to re-design the Project to remove Segment C from the Project shall be paid from CNLV's share of the CNLV Facilities Design Cost.
7. The CNLV Construction Contingency amount may be used by the AUTHORITY, after consultation with CNLV, for any costs and expenses associated with construction of the CNLV Facilities. To the extent that the AUTHORITY is required to expend funds from the CNLV Construction Contingency, the CNLV Facilities Construction Management Costs shall be increased to equal ten percent of the revised total construction cost for the CNLV Facilities.
8. Change Orders Exceeding the CNLV Construction Contingency:
 - a. For the approval of any change orders on the CNLV Facilities that are in excess of the actual CNLV Construction Contingency:
 - i. AUTHORITY shall provide the change order to CNLV within seven (7) calendar days of receipt from the contractor; and
 - ii. CNLV shall review the change order and, if CNLV approves the change order, commence the CNLV approval process within fourteen (14) calendar days after receipt of the change order.
 - b. If CNLV fails to approve a change order in excess of the actual CNLV Construction Contingency:
 - i. The portion of this Agreement related to the impacted Segment(s) shall automatically terminate,
 - ii. The Parties are excused from their obligations pursuant to this Agreement as they relate to the impacted Segment(s),
 - iii. The AUTHORITY shall use the funds provided by CNLV to pay all costs and expenses related to, arising out of, or attributed to any completed work related to the impacted Segment(s) and all other costs and expenses associated with the termination of said work, and
 - iv. The remainder of this Agreement shall continue.

- c. If the unapproved change order(s) impacts all Segments, this Agreement shall terminate in accordance with this Agreement.
- 9. Any additions and/or changes to the Project requested or caused by CNLV after the award of the construction contract for Segment C or after the AUTHORITY contracts with its CMAR including Segments A and/or B in the Project,
 - a. Shall be subject to approval by the AUTHORITY, in the AUTHORITY's sole determination, and
 - b. If approved, CNLV shall solely be responsible for all costs related to the requested additions and/or changes including but not limited to the design, construction, and construction management costs associated therewith.
- 10. Within one hundred and twenty (120) days after the AUTHORITY's final payment to the Contractor, AUTHORITY shall return any CNLV funds which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the CNLV Facilities, including but not limited to claims or actions arising out of and/or related to construction.

ARTICLE II—CNLV AGREES

- 1. To budget CNLV funding for design, construction, and construction management costs attributable to the CNLV Facilities.
- 2. To acquire any right-of-way and/or temporary or permanent easements within the CNLV jurisdictional boundaries (including all associated costs) as required for permanent facilities to be installed under this Project or as needed for construction work.
- 3. To reimburse AUTHORITY for all costs associated with acquiring right-of-way and/or temporary or permanent easements for any permanent facilities to be installed under this Project or as needed for construction work associated with the Segment B and Segment C, to the extent that the AUTHORITY is required to expend such costs. Right-of-way and/or temporary or permanent easements associated with the Segment A pipeline will be paid for by the Authority's Garnet Valley Wastewater System Project.
- 4. To require responsible third-party dry utilities to relocate infrastructure within CNLV jurisdiction to accommodate Project requirements prior to start of construction or to approve inclusion of necessary relocations as a part of the Project. To the extent that any necessary relocations increase the cost of the CNLV Facilities, CNLV will reimburse the AUTHORITY for those increased costs.
- 5. To issue the required CNLV permits associated with the CNLV Facilities at no cost to AUTHORITY and AUTHORITY's selected Contractors.
- 6. To provide, at no cost to the AUTHORITY, CNLV construction inspection services on the Project for the CNLV Facilities when requested, and to report any construction deficiencies to the AUTHORITY's designated representative within twenty-four hours of discovery.
- 7. To observe, review, and inspect the construction work of the CNLV Facilities, with the understanding that all items of concern associated with CNLV Facilities shall be reported to AUTHORITY's designated Project Construction Manager, or its designee, within twenty-four hours of discovery for correction.
- 8. To review, comment, and approve in writing CNLV Facilities requests for information ("RFIs"), manufacturer certifications, installation instructions, shop drawings, contractor submittals, and any substantial changes to the CNLV Facilities plans and specifications. The CNLV's review and comment must be made in writing and within seven (7) calendar days of

notice from the AUTHORITY of RFIs, manufacturer certifications, installation instruction, shop drawings, and contractor submittals. If CNLV does not respond within the seven (7) calendar days, the aforementioned shall be deemed approved by CNLV.

9. Upon substantial completion of the CNLV Facilities, to assume all maintenance responsibilities for CNLV portions of the pipeline and its appurtenances.

ARTICLE III—AUTHORITY AGREES:

1. To administer, advertise, and/or award the Project in a manner consistent with Nevada Revised Statutes Chapter 338 requirements. The AUTHORITY may administer, advertise, and/or award the Project in its sole discretion, which may include awarding the Project in various phases through various contracting processes.
2. To oversee the construction of the Project in accordance with the plans as approved by the AUTHORITY and CNLV, perform contract administration during construction, and to perform quality assurance testing and inspections in accordance with the AUTHORITY and CNLV standards, policies, and procedures.
3. To allow CNLV to observe, review, and inspect the construction of the CNLV Facilities, with the understanding that CNLV will report any construction deficiencies to the AUTHORITY's designated representative within twenty-four hours of discovery for correction.
4. To provide, upon request, to an appointed CNLV representative, copies of all financial statements related to the portion of the Project compensated by CNLV.
5. To enforce any warranties related to the defective construction of the Project during the warranty period of one (1) year after acceptance of the CNLV Facilities by CNLV. CNLV shall promptly notify the AUTHORITY of any construction defects during the warranty period. The AUTHORITY agrees to transfer any manufacturers warranties that are in effect longer than one year to CNLV.
6. The AUTHORITY agrees, if necessary, to assign to CNLV, upon approval of a separate agreement with CNLV, all or a portion of rights, interests, causes of action, or claims, whenever they may arise, against the AUTHORITY's contractor and/or its surety, relating to or arising out of the construction of the CNLV Facilities including but not limited to workmanship, delays, construction, repairs, and/or replacement ("Claims"). To the extent that the AUTHORITY assigns all or any portion of Claims to CNLV, CNLV shall assume all responsibilities related to the assigned Claims and the AUTHORITY shall have no further responsibility to the assigned Claims.
7. Upon completion of each Segment, AUTHORITY shall provide CNLV a set of reproducible record drawings and a copy of all electronic drawing files in AutoCAD format.

ARTICLE IV—IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. The title sheet of both the plans and specifications shall show the AUTHORITY and CNLV as funding agencies.
3. The title sheet of the construction drawings shall show signature blocks for SNWA Director of Engineering and Senior Program Engineer and the CNLV Public Works Director.
4. The Parties will meet monthly to review and coordinate the implementation of the Parties' schedule for the Project, unless the Parties agree that an alternative coordination schedule is desirable.

5. AUTHORITY will award Segment C construction contract(s), in accordance with NRS and the Project documents, to the lowest responsive and responsible bidder based on that bidder's estimated construction costs.
6. AUTHORITY will award Segments A and B to the CMAR based on the CMAR's Costs upon concurrence of CNLV.
7. Actual construction costs will be as invoiced by the Contractor and computed using construction contract bid items complete and in place. Said contract bid item quantities may increase or decrease during construction from those shown on the estimate.
8. The contract administration and construction administration shall be performed by AUTHORITY or by a consultant employed by AUTHORITY.
9. AUTHORITY and CNLV will complete a joint final inspection and punch list prior to final acceptance of the Project by AUTHORITY.
10. Upon substantial completion of each Segment, the Segment shall be maintained by CNLV. No funding is provided by this Agreement for such maintenance.
11. If the AUTHORITY elects to not construct the Project, the AUTHORITY is not obligated to construct the CNLV Facilities. If the AUTHORITY elects not to construct any segment of the CNLV Facilities, the AUTHORITY agrees to transmit the plans for the CNLV Facilities to CNLV. If CNLV desires to construct any unconstructed portion of the CNLV Facilities based off of the transmitted plans, CNLV will take all necessary actions with the engineer of record before doing so.
12. Either Party may exercise any rights, to the extent either Party has such rights, against any utility company or other party to require relocation of their utility facilities to facilitate the Project.
13. Termination.
 - a. For Cause:
 - i. Either Party may at any time terminate this Agreement for cause upon the giving of written notice of intent to terminate for cause to the other Party of the intent to terminate, if the terminating Party solely determines that:
 1. The non-terminating Party has not caused the utilities to be timely relocated;
 2. The non-terminating Party fails to timely provide the monies required herein; or
 3. The non-terminating Party materially breaches this Agreement.
 - ii. The terminating Party shall provide a written notice of said default and provide the non-terminating Party a minimum thirty (30) calendar day cure period.
 - iii. In the event that the non-terminating Party fails to cure the default within the thirty (30) days:
 1. The terminating Party shall send notice of the termination to the non-terminating Party, and
 2. The non-terminating Party shall pay all documented costs and expenses associated with, arising out of, or related to the termination of this Agreement pursuant to this Subsection.
 - b. Termination for Convenience:
 - i. Either Party may terminate this Agreement upon receipt of thirty (30) days' written notice to the other Party if either Party determines that:

1. There are not sufficient funds to continue with the construction of the Project, or
 2. Either Party determines that the CNLV Facilities are not in the best interest of that Party.
- c. Upon termination:
- i. The AUTHORITY shall have ninety (90) days to close out any contract or portion of a contract related to the construction of the CNLV Facilities. If the AUTHORITY needs additional time to finalize the close out(s), the AUTHORITY will notify CNLV of such need, and the Parties will mutually agree to an extension of time.
 - ii. All funds required to close out any contract or portion of a contract related to the construction of the CNLV Facilities shall be paid for out of the CNLV Facilities Construction Cost. For the avoidance of confusion, any costs related to re-engineering, re-design, or re-construction of the Project or the resolution of any contractor claims related to the termination of this Agreement shall be paid for out of the CNLV Facilities Construction Cost.
 - iii. After the AUTHORITY has accounted for all costs related to the termination and has successfully closed out all contracts or portions of a contract related to the construction of the CNLV Facilities, the AUTHORITY shall have thirty (30) calendar days to return any remaining CNLV funds to the CNLV.
14. The term of this Agreement shall be from the Effective Date until completion of construction of the Project (when the AUTHORITY has issued notice of final completion of the Project), and the Project including the CNLV Facilities have been closed out and AUTHORITY has received all payments from CNLV, unless this Agreement is terminated as provided herein.
15. All notices required or permitted under this Agreement shall be given in writing and signed by a person with authorization to bind the Party either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CNLV: ATTN: Joemel Llamado, P.E., Director
City of North Las Vegas
Utilities Department
2250 Las Vegas Boulevard North
North Las Vegas, Nevada 89030
Telephone: (702) 633-1325
Email: llamadoj@cityofnorthlasvegas.com

with copy to: ATTN: City Attorney
City of North Las Vegas
2250 Las Vegas Boulevard North, Ste. 810
North Las Vegas, Nevada 89030
Telephone: (702) 633-3980
Email: cityattorney@cityofnorthlasvegas.com

To AUTHORITY: ATTN: Peter Jauch, P.E., Director of Engineering
Southern Nevada Water Authority
100 N. City Parkway
Las Vegas, Nevada 89106
Telephone: (702) 862-3401
Email: peter.jauch@lvvwd.com

with copy to: ATTN: Anita Marquez, P.E., Senior Program Engineer
Southern Nevada Water Authority
100 N. City Parkway
Las Vegas, Nevada 89106
Telephone: (702) 862-3401
Email: anita.marquez@lvvwd.com

with copy to: ATTN: General Counsel
Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
Telephone: (702) 691-5294
Email: generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

16. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
17. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. If either Party assigns or transfers without prior written approval from the other Party, the assignment or transfer shall be void, and not merely voidable.
18. Force Majeure:
 - a. A Force Majeure Event is defined as an act beyond the affected Party's reasonable control, including: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (iv) if site access is necessary to perform the work under this Agreement, site restrictions for elevated security risks; and (v) industry-wide strikes with a direct impact on this Agreement. Neither Party's economic hardship and changes in market conditions are considered Force Majeure Events.

- b. The Parties have evaluated the effects of COVID-19 on this Agreement. The Parties expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.
 - c. Where either Party is prevented from completing any part of the work under the Agreement due to a Force Majeure Event, the Parties shall agree to a mutually agreeable remedy.
 - d. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 19. The Parties do not waive and intend to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. At no time shall either Party be subject to punitive damages.
- 20. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 21. If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.
- 22. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts located in Clark County, Nevada for enforcement of this Agreement.
- 23. Confidentiality and Release of Information:
 - a. Through the terms of this Agreement, the Parties may furnish each other with information that the Disclosing Party has independently determined to be confidential under Nevada law and that Disclosing Party will label "Confidential Information". "Confidential Information" means confidential and proprietary information of the Disclosing Party that is disclosed to the Receiving Party which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by Disclosing Party to the Receiving Party within thirty (30) calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of the Receiving Party; (2) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (3) is independently developed by the Receiving Party without the use of any Confidential Information; or (4) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.
 - b. The Parties recognize both Parties' duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter either Party's duties thereunder or to require either Party to do, or refrain from doing, anything contrary to the Nevada Public Records Act. Each Party's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If the Party's Office of

General Counsel determines that any document or record supplied by Disclosing Party and marked “confidential” is determined to be a public record, the Receiving Party may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to the Disclosing Party. Upon receipt of any request for Confidential Information, the Receiving Party will promptly forward the request to the Disclosing Party and work with the Disclosing Party in good faith to coordinate a response to the request and strive to prevent the disclosure of information considered confidential by the Nevada Public Records Act.

- c. Further, the Parties shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by both Parties prior to release. Such information shall include, but is not limited to, all products, intellectual property, work product, ideas, data, reports, background materials, and any and all other materials belonging to either Party. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences. The use of Facility Information is governed in this Agreement’s Data Privacy and Security section below.

24. Data Privacy and Security:

- a. During the course of this Agreement, both Parties will create, receive, or have access to the facility information of the AUTHORITY and CNLV. Facility information means drawings, maps, plans, or records that reveal the AUTHORITY or CNLV’s critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY or CNLV (collectively “Facility Information”). Facility Information is deemed to be Confidential Information of the Parties.
- b. Both Parties shall:
 - i. Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum, strong password protection and encryption for data at rest and in transit on any network;
 - ii. Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
 - iii. Not create, collect, receive, access, or use Facility Information in violation of law;
 - iv. Use and disclose Facility Information solely and exclusively for the purposes of providing work under this Agreement;
 - v. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the Parties without the other Party’s prior written consent;
 - vi. Not, directly or indirectly, disclose Facility Information to any person other than the Parties’ respective Authorized Persons, without the other Party’s prior written consent. Authorized Persons means the Party’s employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable a Party to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to

- protect Facility Information in accordance with the terms and conditions of this Agreement; and
- vii. Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are bound to comply with all provisions of this Data Privacy and Security section. The Parties acknowledge that they will be liable to each other for any and all damages a Party incurs from the other Party's failure to ensure that its Authorized Persons are bound to comply with all provisions of this Data Privacy and Security section.
- c. THE PARTIES ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE DISCLOSING PARTY TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).
 - d. Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by either Party to the extent that either Party has access to the other Party's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.
 - e. The Parties shall:
 - i. Notify the other Party of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Party becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the Party's contacts listed in the Notices section of this Agreement;
 - ii. At its own expense, coordinate and fully cooperate with the other Party in the other Party's handling of the matter;
 - iii. Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
 - iv. Maintain and preserve all documents, records, and other data related to any Security Breach; and
 - v. Reimburse the other Party for all actual costs incurred by the other Party in responding to and mitigating damages caused by any Security Breach.
 - f. The Parties acknowledge that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the other Party irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the other Party is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the other Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
 - g. The Parties shall implement the administrative, physical and technical safeguards to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, and shall ensure

that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

25. This Agreement constitutes the entire agreement of the Parties, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
26. The Parties to this Agreement, and each of them, acknowledge that:
 - a. This Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys;
 - b. The Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and
 - c. The rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.
27. Each Party warrants to the other that they have the authority and capacity to perform their obligations under this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

**CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA**


Date of Council Action: _____

Pamela A. Goynes-Brown
Mayor

ATTEST:

APPROVED AS TO FORM:

Jackie Rodgers
City Clerk



Andrew Moore
Acting City Attorney

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger
General Manager

APPROVED AS TO FORM:



Laura Ellen Browning
Deputy Counsel – Legal Services

EXHIBIT A

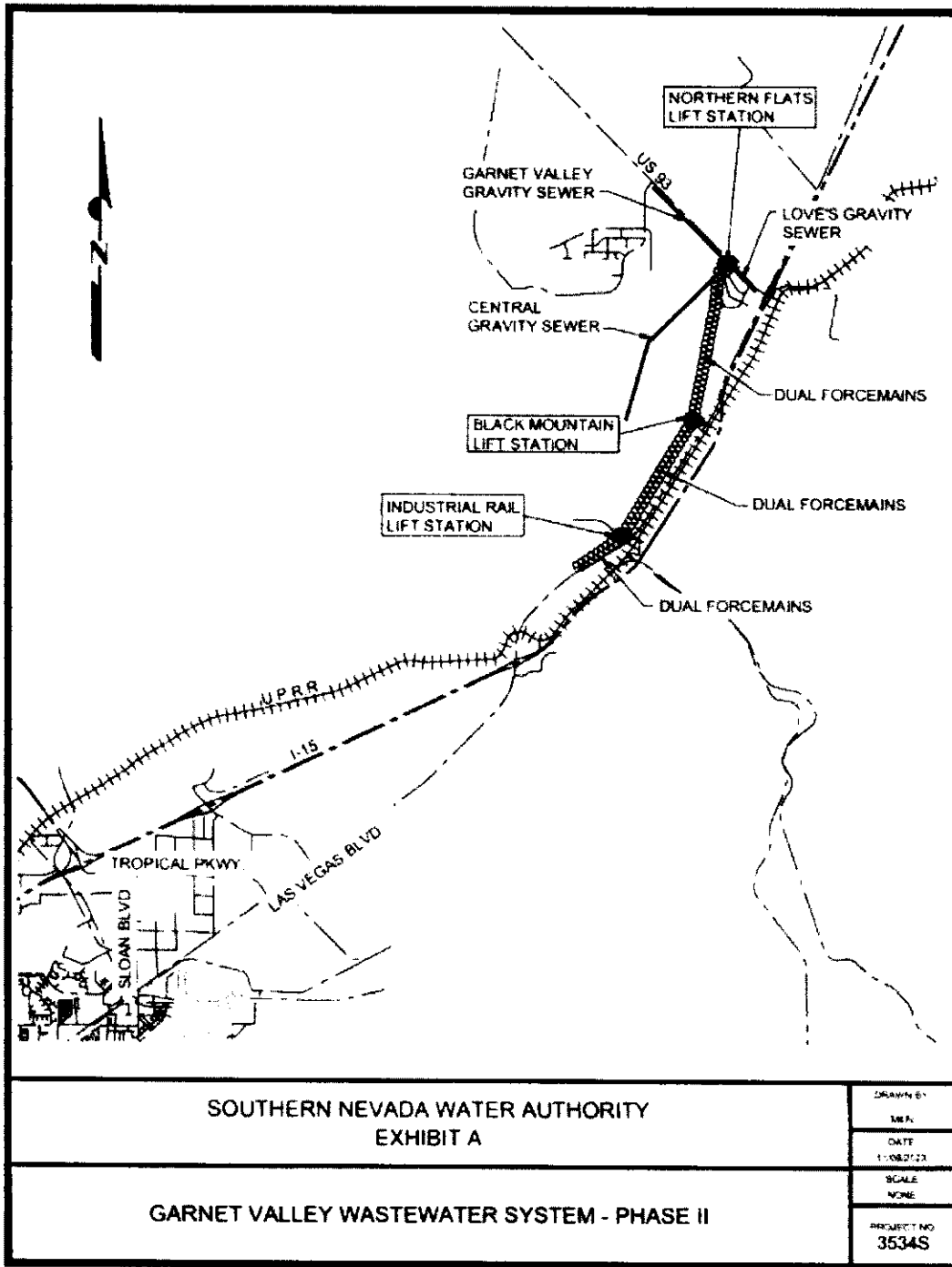


EXHIBIT B

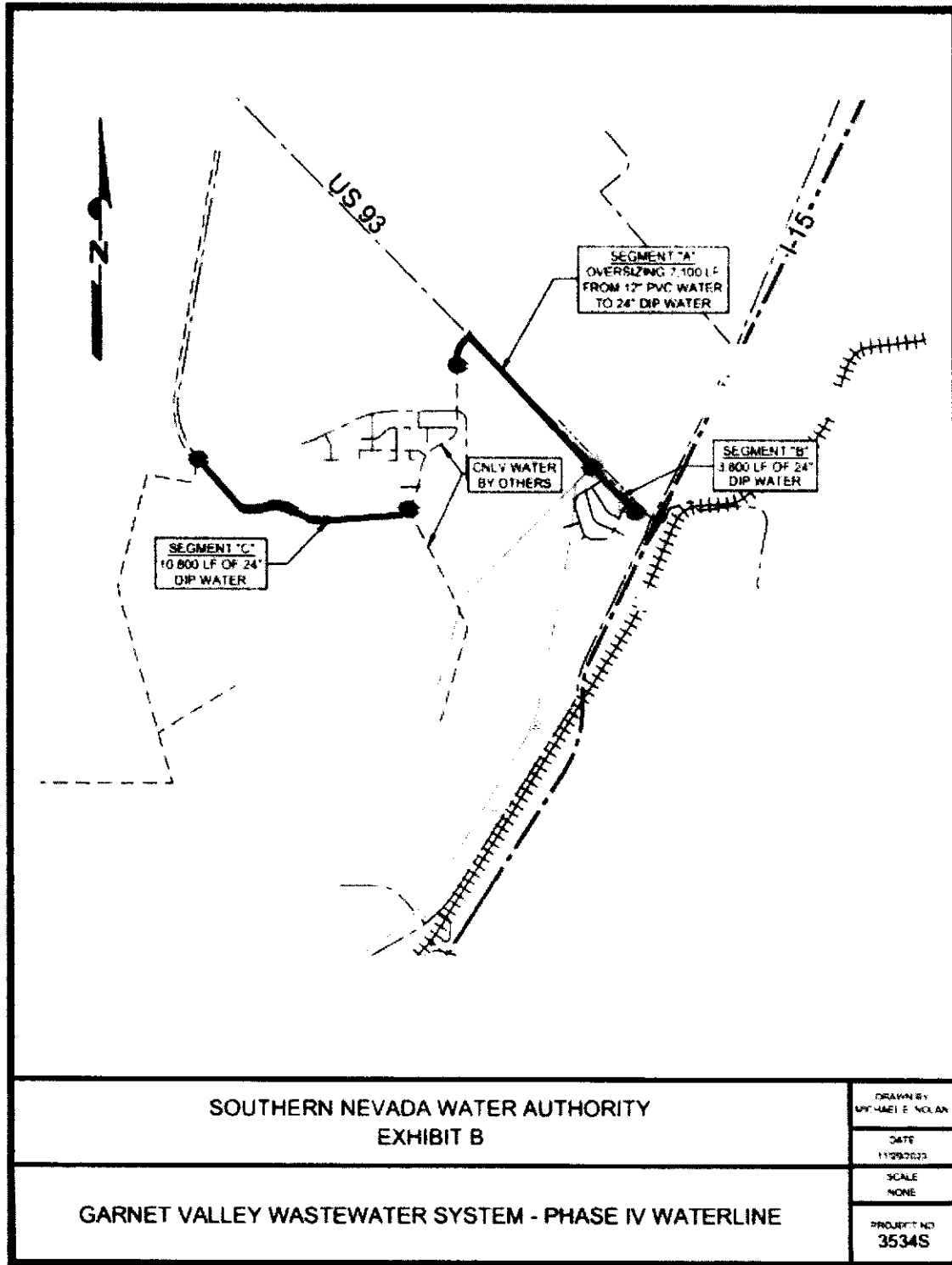


EXHIBIT C

ESTIMATED CNLV FACILITIES COSTS

ITEM	TOTAL COST	SNWA COST*	CNLV COST*
DESIGN	\$ 1,635,086	\$ 469,391	\$ 1,165,695
DESIGN CONTINGENCY	\$ 327,017	\$ 43,824	\$ 283,193
DESIGN SUBTOTAL	\$ 1,962,103	\$ 513,215	\$ 1,448,888
CONSTRUCTION	\$ 22,923,920	\$ 3,072,061	\$ 19,851,859
CONSTRUCTION CONTINGENCY	\$ 2,292,392	\$ 307,206	\$ 1,985,186
CONSTRUCTION SUBTOTAL	\$ 25,216,312	\$ 3,379,267	\$ 21,837,045
CONSTRUCTION MANAGEMENT	\$ 1,719,294	\$ 230,405	\$ 1,488,889
CONSTRUCTION MANAGEMENT CONTINGENCY	\$ 171,929	\$ 23,040	\$ 148,889
CONSTRUCTION MANAGEMENT SUBTOTAL	\$ 1,891,223	\$ 253,445	\$ 1,637,778
INTERLOCAL CONTRACT TOTAL	\$ 29,069,638	\$ 4,145,927	\$ 24,923,711

*SNWA costs are only reflective of the costs associated with Segment A, which is needed for water service to the CNLV Northern Flats Lift Station. The SNWA column reflects the costs associated with the construction of a 12-inch PVC distribution waterline. Design and Construction Costs for Segment A associated with oversizing to a 24-inch Ductile Iron pipe are reflected in the CNLV Cost column.