

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE
SOUTHERN NEVADA WATER AUTHORITY
WATER EFFICIENT TECHNOLOGIES PROJECTS**

This Agreement is made and entered into this day of _____, 2025, by and between City of Las Vegas, a political subdivision of the State of Nevada ("City") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). The City and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority has implemented the Water Efficient Technologies Program ("Program") for the purpose of reducing demand for water resources and reducing or deferring major infrastructure needs through the adoption and installation of water efficient technologies;

WHEREAS, the Program accomplishes its goal by making incentive rebate payments ("Rebate") to participants who install technologies that reduce or eliminate consumptive and non-consumptive water, pursuant to Program requirements;

WHEREAS, the Authority has created Program options for non-single-family properties to receive a Program Rebate for the conversion of evaporative cooling to mechanical cooling;

WHEREAS, the City has a property located at 650 North Mojave Road, Las Vegas, Nevada, and more particularly described in Exhibit A;

WHEREAS, the City has identified a potential evaporative cooling projects for participation in the Program ("Projects") and which, collectively, would qualify for an estimated Program Rebate of up to \$127,500 based on the estimate shown in Exhibit B, and subject to funding contingency described below;

WHEREAS, the City desires to replace an estimated sixty-eight thousand (68) cubic feet per minute of evaporative cooling with 85 tons of mechanical cooling which could conserve up to one million seven hundred eight-five thousand (1,785,000) gallons of water, for which the Program will pay a Rebate of \$1,500 per ton replaced;

WHEREAS, the City has agreed to the terms of the Program, which are described within the Program requirements attached as Exhibit C, to the extent such terms are consistent with this Agreement;

WHEREAS, the Authority has conducted a pre-conversion review, which found the proposed Projects to be compliant with the Program's requirements; and

WHEREAS, upon the City's completion of each Project, the Authority will conduct a final inspection ("Final Inspection") to ensure compliance with Program requirements and calculate and pay the Rebate based on the qualifying equivalent tonnage replaced; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained in and set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby the City will receive a Program Rebate from the Authority for each Project that is satisfactorily completed.
2. **Supplemental Program Terms.** Notwithstanding the standard Program requirements contained in Exhibit C, the Parties agree to the following exceptions to the standard Program requirements, which shall take precedence over conflicting terms in Exhibit C.
 - a) Projects where the City replaces evaporative cooling with more water efficient mechanical cooling are rebated at \$1,500 per ton of cooling replaced, or half the Project cost, whichever is less.
 - b) Where the City is the lessee of the land upon which the Project is located, the City agrees to maintain the Project and sustain its water efficiency benefits for the lesser of (i) ten (10) years; or (ii) for the duration of the City's control of the property.
 - c) Upon the Effective Date, the City will have five (5) years to complete the Projects and receive a Rebate (the "Term"). If the incentive rate is modified during the Term of this Agreement, the Rebate will be paid at the prevailing incentive rate in effect at the time of final inspection and approval by the Authority for the Project. Projects not completed within the Agreement's Term shall not be eligible for the Rebate under this Agreement
 - d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the Term of this Agreement, and the Authority determines the Projects do not meet the Program requirements, the City shall have sixty (60) days from the date the Authority notifies the City of the failed Final Inspection to take corrective action and obtain the Rebate.
3. **Contingency.** The Project size and associated Rebate amounts have been estimated. Actual Rebate amounts will be based upon precise measurements taken upon a Project's completion. This Agreement includes a contingency of approximately ten (10) percent, which is \$13,500, to accommodate potential variation between Project estimates and completed Project measurements. At the Authority's sole discretion, Project funds not committed or expended may be used to Rebate additional eligible projects identified by the City in an amount not to exceed the Agreement's cost ceiling of \$141,000.
4. **Final Inspection.** After the City notifies the Authority of a Project's completion, the Authority will conduct an inspection ("Final Inspection") to verify compliance and determine the final Rebate amount. If the Project fails inspection, as detailed in Section 2(e) above, the City will have sixty (60) calendar days or the remainder of the Term of this Agreement, whichever is greater, to take corrective action to fully comply with the Program's conditions. The Authority will notify the City of the results of the Final Inspection and the Rebate amount.
5. **Mutual Benefit.** The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.
6. **No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the City and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action, in the public, or any member of the public.

7. **Liability.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Parties shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents arising out of, resulting from, or incidental to the obligations set forth in this Agreement. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations.
8. **Notices.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, each Party's notice information is set forth below:

To the City: City of Las Vegas
 City Manager
 Attn: Mike Janssen, P.E.
 495 S. Main 7th Floor
 Las Vegas, NV 89101

With copy to: City of Las Vegas
 Real Estate Manager
 Attn: Teresa Boyce
 495 Main 5th Floor
 Las Vegas, NV 89101

To the Authority: Southern Nevada Water Authority
 Attn: Enterprise Conservation Division
 100 City Parkway, Suite 700 MS 530
 Las Vegas, NV 89153

With copy to: Southern Nevada Water Authority
 Attn: Legal Services
 1001 S. Valley View Blvd. MS 475
 Las Vegas, NV 89153

A Party may designate a new contact person under this provision for notices or change the address indicated above by notifying the other Party in writing.

9. **Successors.** This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.
10. **Assignment.** The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Parties.
11. **Non-liability of Officials and Employees.** No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

12. **Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by the City's governing body and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.
13. **Termination.** The City may terminate this Agreement as to any uncompleted Project(s) at any time prior to acceptance of the Rebate for the Project(s) being terminated by providing written notice to the Authority.
14. **Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.
15. **Integration / Merger.** This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties related to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.
16. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement. The City's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The City's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
18. **Approval.** This Agreement will not be effective until it is approved by the City's governing body and executed by the City's duly authorized representative, and it has been approved and executed by the Authority's duly authorized representative.
19. **Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which each Party's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date on which the Agreement has been signed and dated by each Party following approval by the respective Party's governing body.
20. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.
21. **Severability.** If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the

extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

22. **Remedies Cumulative.** The various rights, options, elections and remedies of the Parties contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.
23. **Entire Agreement.** This Agreement and the project applications submitted by the City set forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.
24. **No Real Property Interest.** It is expressly understood that this Agreement establishes a contractual right and does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in the Property to the Authority. This Agreement is not exclusive, and the City specifically reserves the right to allow other agreements within the vicinity of the Property that do not interfere with the access and use provided herein.
25. **Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS
CLARK COUNTY, NEVADA

Date of Council Action: _____

Shelley Berkley
Mayor

ATTEST:

APPROVED AS TO FORM:

Dr. LuAnn D. Holmes
City Clerk

John S. Ridilla 2/27/25

John S. Ridilla
Assistant City Attorney



SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

John J. Entsminger
General Manager

Steven C. Anderson
Deputy Counsel – Legal Services

EXHIBIT A
Property Legal Description

Subdivision Name: PARCEL MAP FILE 86 PAGE 48

Book Page: 86 48

Lot Block: Lot:4 Block:

T-R-S: 20-61-25

Tax District: 200

Census Tract: 514

Exhibit B – Scope of Potential Projects

Property	Address	Parcel Number	Estimated CFM	Replacement Tonnage	Estimated Incentive	Estimated Water Savings
East Yard Building	650 North Mojave Road	13925802006	65,000.00	65	\$127,500.00	1,785,000.00
Total					\$127,500.00	
Contingency (-10 %)					\$13,500.00	
Grand Total					\$141,000.00	

Exhibit C – Conservation Programs and Conditions



Southern Nevada Water Authority's
Water Efficient Technologies Program
Application and Agreement



Owner or Business Name:		
Conversion Address:		
City, Zip Code:		
Telephone Number(s):		
Contact Person (if not owner)		
E-mail address:		
Rebate address:		

Project Type: ☐ HOA, Apartments or Mobile Home Park
☐ Commercial or Institutional

Multiple property applications (locations) associated with this project? ☐ yes ☐ no

Application Type (Select one):

☐ Menu item (Technology: _____)

☐ Performance (Technology: _____)

Important reminder: Applicants *must* participate in a pre-conversion site visit *before* starting a project.

I certify that I am the property owner or the owner's representative. I understand and agree to the program conditions on the back of this form.

Applicant's signature

Date

Applicant's printed name and title (if owner's agent)

SNWA USE ONLY - SNWA has verified this property's eligibility to participate and approved this agreement.
Participant IDs of any associated properties:

SNWA Representative's signature

Date

Completion period expires

White copy to SNWA and yellow copy to customer.

SNWA Conservation – P.O. Box 99956 – Las Vegas, NV 89193-9956

Version May 31, 2018

Exhibit C Cont'd – Water Efficient Technologies Evaporative Cooling Program Conditions

Technical Requirements

- a. Only capital improvements determined by SNWA to conserve at least one hundred thousand (100,000) gallons per year qualify.
- b. The project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first. In the event the equipment requires replacement prior to the ten-year contract requirement, it must be replaced with equipment of equal or greater water efficiency.
- c. If a project qualifies for other SNWA incentive programs, SNWA may instead require the applicant to enroll in an alternative program.

Calculation of Water Savings and Rebates

- ◆ SNWA has total and final authority in determining the potential water savings for each type of technology and the costs of that technology that are eligible for rebate. If water efficiency of a replacement device is subject to a regulatory code or standard, only the water savings exceeding the code or standard will be considered in the rebate calculation. Water savings calculations will not include water use attributable to degradation, malfunction, or other defects of existing equipment.
- ◆ **Wet-to-Dry Cooling retrofit** projects will be paid \$1,500 per ton of new system capacity or 50% of the project cost, whichever is less.
- ◆ **Wet-to-Hybrid Cooling retrofit** projects will be paid \$475 per ton of new hybrid system capacity or 50% of the project cost whichever is less. An additional \$550 per ton of new hybrid system capacity will be paid while (special) grant funding is available. The new system capacity must be determined by SNWA to be comparable in size to the existing cooling system.
- ◆ **Direct Evaporative Cooling (aka Swamp Cooler) to Air Conditioning/Mechanical Cooling retrofit** projects will be paid \$1,500 per ton of new system capacity, or 50% of the project cost, whichever is less. The new system capacity must be determined by SNWA to be comparable in size to the existing swamp cooling system. SNWA will not incentivize augmenting or supplementing cooling sizes.

Terms of Incentive Rebate

- ◆ Participation is conditional upon acceptance of the project by SNWA. Applications will be accepted or rejected in writing. Letters of approval may specify additional terms and requirements, which will become part of this agreement.
- ◆ SNWA reserves the right to limit or reject applications subject to availability of funds.
- ◆ All retrofit projects must install a new cooling system approved by SNWA. While a new system's cooling capacity may be expanded by the owner, the rebate amount will be limited to the approximate cooling capacity of the existing system.
- ◆ This agreement expires in one calendar year. The term begins the day after the applicant's receipt of the letter of acceptance and ends at 5 p.m. on the first business day after one calendar year has elapsed. The applicant must notify SNWA of completion prior to expiration of the agreement.
- ◆ Upon project completion, SNWA will conduct a final inspection to verify compliance with the program conditions. If the property fails inspection, the applicant will be allowed 60 days or the remainder of the one-year period, whichever is greater, to fully comply with the program conditions.
- ◆ Equipment or fixtures that are removed through the program, for which the rebate has been paid, cannot be reinstalled within the SNWA service area.

Other Responsibilities of the Applicant

- ◆ SNWA enforces only the conditions of this agreement. The applicant is responsible for complying with all laws, policies, codes, and covenants that may apply. **Rebates may be considered taxable income; therefore, the applicant must provide a current W-9 form prior to receiving the rebate.**
- ◆ The applicant is responsible for submitting calculated water savings and onsite water sampling data in electronic form.