

COOPERATIVE AGREEMENT
Between the
NEVADA DEPARTMENT OF WILDLIFE
And the
CITY OF LAS VEGAS

For
URBAN FISHERIES IN LORENZI PARK AND FLOYD LAMB PARK

I. INTRODUCTION

The Nevada Department of Wildlife (NDOW) has developed and maintained urban fishing programs at Lorenzi Park with the City of Las Vegas (City) and at Floyd Lamb Park with Nevada Division of State Parks since 1987. These urban fisheries are an important element of Nevada's sport fishing program and are valuable assets to park users and to the promotion of sport fishing as a recreational activity. NDOW and City are desirous of continuing these programs for the benefit of the citizens of the City and the State of Nevada.

NDOW has utilized existing ponds at Floyd Lamb Park as a refuge and grow-out location for the endangered razorback sucker *Xyrauchen texanus*, and continuation of that use represents an important contribution to the recovery program for this State and Federal protected species.

II AUTHORITIES

The City pursuant to the authority contained in NRS 244.300 is empowered and authorized to operate, manage, improve and maintain all public parks.

The City is authorized to enter into cooperative agreements pursuant to the authority granted by NRS 277.110.

By authority of Nevada Revised Statutes (NRS) 501.105 and 501.331, NDOW is responsible for administering the policies and regulations necessary for the preservation, protection, management and restoration of Nevada's resident wildlife species. NRS 501.351 provides authority for the Director of NDOW to enter into cooperative agreements for the purpose of the management of sport fish and native wildlife.

III PURPOSE

The purpose of this agreement is to implement and maintain a cooperative program to provide public urban fishing opportunities at Lorenzi Park and Floyd Lamb Park, and to maintain existing aquatic habitats at Floyd Lamb Park that contribute to recovery actions for the razorback sucker.

IV TERM OF THE AGREEMENT

The term of this agreement shall be from the date of the last signature attached hereto until cancelled by either party. Either party may cancel this agreement upon 60 days written notice.

V SPECIFIC OBLIGATIONS OF THE PARTIES

A. NDOW responsibilities

1. To stock channel catfish or other suitable warm-water game fish species at Lorenzi Park and Floyd Lamb Park in summer months when water temperatures preclude the release of rainbow trout, on at least a monthly basis. Stocking will be dependent on availability of fish from suitable commercial suppliers and on the availability of NDOW funding for fish purchases.
2. To stock rainbow trout at Lorenzi Park and Floyd Lamb Park in fall, winter and spring months when water temperatures are suitable. Fish will be stocked at least monthly at a level appropriate to maintain a recreational fishery, dependent on the availability of fish from NDOW facilities.
3. To provide creel census and biological assessment to evaluate success of the urban fishing program and to develop appropriate management programs for the fisheries on a periodic basis.
4. To provide the City with an annual program report detailing activities and performance of the fisheries.
5. To include Lorenzi Park and Floyd Lamb Park as fishable waters in biannual fishing regulations.
6. That NDOW has primary responsibility to enforce fishing laws and regulations.
7. To provide any necessary management of native fish populations at Floyd Lamb Park.
8. To add City as an included landowner in the Safe Harbor Agreement for Razorback Sucker and Bonytail in Clark County if desired by the City.

B. CITY responsibilities

1. To allow NDOW to stock sport fish at Lorenzi Park and Floyd Lamb park as outlined above.
2. To maintain suitable water quality for sport fish or native fish in ponds utilized for fish stocking and maintenance.
3. To provide NDOW 60 days notice prior to any change in management which would make ponds unsuitable for fish maintenance and survival.
4. To provide access for fish stocking and biological monitoring during normal park operating hours.
5. To assist NDOW in enforcement of fishing laws and regulations
6. To provide and maintain signage specifying harvest limits and other regulations as may be mutually determined.
7. That the City is responsible for the enforcement of park rules.

8. That City may provide matching funds annually for catchable warm water fish purchases, not to exceed 25% of federal aid funds expended by NDOW, the maximum amount to be mutually agreed on annually.

C. NDOW and CITY agree:

1. That ponds stocked with catchable fish through this agreement will be open to fishing by anyone who satisfies Nevada's fishing license requirements.
2. That hours for fishing as specified in fishing regulations will be the same as hours that the parks are open for public use as determined by City.
3. That the daily and possession limit for harvested fish shall be determined by NDOW and established by the Nevada Board of Wildlife Commissioners during regular season setting processes on a biennial cycle. NDOW shall advise City of any proposed change in harvest regulations prior to submission of changes to the regulatory process.
4. That emergency conditions arising from natural disasters or other situations may create conditions in ponds unsuitable for fish outside of the control or intention of the City, which could result in the loss of sport fish or razorback sucker. Under such situations the City will notify NDOW as soon as is practicable to allow the salvage and/or relocation of fish.

VI. Funding

Each participant hereto shall fund the responsibilities assigned to it under this agreement, provided that the responsibility of NDOW and the City to carry out its obligations under this agreement is subject to the availability of appropriated funds.

VII. General Provisions

Subject to the limitations of liability set forth in NRS Chapter 41:

1. That NDOW shall be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its agents or employees arising under this agreement.
2. That City shall be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its agents or employees arising under this agreement.
3. That NDOW and City shall periodically review and evaluate the programs covered by this Agreement at a time and place mutually agreed upon.

VIII. Amendments

Amendments to this agreement may be proposed by either party and shall become effective upon being reduced to a written instrument approved by both parties.

IN WITNESS WHEREOF, each party hereto has caused this Cooperative Agreement to be executed by an authorized official on the day and year set forth opposite their signature.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman
Title: Mayor

Date:

ATTEST:

Beverly K. Bridges CMC, Acting City Clerk

Date:

Approved as to form by:

Thomas R. Green

Deputy City Attorney

Date: 6/1/07

NEVADA DEPARTMENT OF WILDLIFE

By: _____
Director

Date:

Approved as to form by:

Deputy Attorney General for Attorney General
State of Nevada

Date