

AGREEMENT REGARDING THE LAS VEGAS VALLEY WATERSHED

ADVISORY COMMITTEE

THIS AGREEMENT (Agreement) is entered into by and among the following Parties, and becomes effective upon execution by all of the Parties (Effective Date):

Southern Nevada Water Authority, a joint powers authority established pursuant to Chapter 277 of the Nevada Revised Statutes (SNWA). SNWA member agencies include the Las Vegas Valley Water District, the City of Las Vegas, the City of Henderson, the City of North Las Vegas, the City of Boulder City, Big Bend Water District, and Clark County Water Reclamation District;

Clean Water Coalition, a joint powers agency established pursuant to Chapter 277 of the Nevada Revised Statutes (CWC). CWC member agencies include the Clark County Water Reclamation District, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson;

Las Vegas Valley Water District, a political subdivision of the State of Nevada created by Chapter 167, Statutes of Nevada 1947 (LVVWD);

City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada (Las Vegas);

City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada (North Las Vegas);

City of Henderson, a municipal corporation and political subdivision of the State of Nevada (Henderson);

Clark County, a political subdivision of the State of Nevada created pursuant to Nevada Revised Statutes 243.035 (Clark County);

Clark County Water Reclamation District, a political subdivision of the State of Nevada (CCWRD); and

Clark County Regional Flood Control District, a political subdivision of the State of Nevada (CCRFCD).

Each of these entities is sometimes herein referred to individually as "Party" and collectively as "Parties."

RECITALS

A. SNWA is the regional agency responsible for diversion, treatment, and delivery of potable water from Lake Mead to its purveyor member agencies. SNWA is also the regional agency responsible for acquiring additional water resources for its member agencies' municipal supply needs.

B. CWC is the regional agency responsible for the Systems Conveyance and Operations Program (SCOP) that will provide a method to return treated wastewater from point sources to Lake Mead for return flow credits in the Colorado River system. CWC will also have the authority, through agreements with its member agencies, to review and approve a regional water quality plan and to implement applicable provisions of the regional water quality plan through its Annual Operating Plan, which will be carried out by its member agencies.

C. CCRFCD is the regional agency responsible for developing a coordinated and comprehensive master plan to solve regional flooding problems, to regulate land use in flood hazard areas, to coordinate and fund the design and construction of regional flood control facilities, to develop and contribute to the funding of a maintenance program for regional flood control facilities, and is a National Pollution Discharge

Elimination System (NPDES) co-permittee with other entities in the Las Vegas Valley for non-point sources of pollution (e.g. urban runoff).

D. Clark County is responsible for developing and maintaining approved plans for regional water quality per requirements of Section 208 of the Clean Water Act and per Nevada Revised Statutes 244A.459.

E. The other Parties to this Agreement include those municipal corporations, political subdivisions and joint powers authorities within the Las Vegas Valley watershed that either are water purveyors, operate or plan to operate wastewater treatment plants, implement stormwater programs, or regulate and adopt plans that have a nexus to the overall quantity and quality of water resources within the Las Vegas Valley watershed and Lake Mead.

F. In order to protect the quality of and maximize existing and future Colorado River resources and intra-Nevada resources available to SNWA to meet its purveyor members' municipal supply needs, the treatment, reuse, and discharge of water from point and non-point sources in the Las Vegas Valley must be recognized and managed as critical elements in southern Nevada's long-term water resource planning.

G. Currently, the Las Vegas Wash Management Advisory Committee (MAC) is focused solely on the Las Vegas Wash; however, there is a need for a group with a broad regional focus on water quality in the Las Vegas Valley Watershed and Lake Mead.

H. Pursuant to Nevada Revised Statutes Chapter 277 the Parties hereto are authorized to enter into Agreements with other political subdivisions of the State of Nevada.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Las Vegas Valley Watershed Advisory Committee. The Parties hereby establish a Las Vegas Valley Watershed Advisory Committee (LVVWAC) which replaces the MAC. The LVVWAC hereby assumes the functions the MAC currently performs, as well as the additional responsibility for creating and managing the development of a regional water quality plan. By mutual agreement of the Parties, the June 20, 2002 Las Vegas Wash Cooperative Agreement is hereby terminated.

1.1 Appointment of Representatives to LVVWAC. Within 30 days of the Effective Date of this Agreement, the Parties will appoint one representative and one alternate to be voting members of the LVVWAC. The appointed representative and alternate shall have management-level decision making authority in their respective organizations and shall be able to seek the commitment of resources from their respective organizations.

2. Goals. The goal of the LVVWAC members is to develop regional water quality goals for the Las Vegas Valley Watershed and Lake Mead and to recommend mechanisms, through a regional water quality plan, to enable these goals to be met in order to protect the quality and quantity of water resources in the Las Vegas Valley Watershed and Lake Mead. An additional goal is to develop a cohesive direction and integrated approach to address treatment issues relating to wastewater, drinking water and stormwater. The LVVWAC will evaluate all existing Lake Mead water quality plans for consistency and will serve as a conduit to integrate and coordinate these plans to achieve the agreed-upon water quality goals.

3. Regional Water Quality Plan. The LVVWAC will develop a Regional Water Quality Plan (Plan or Water Quality Plan) that includes the water quality goals developed by the LVVWAC and that coordinates all plans, policies, documents, and efforts related to water quality in the Las Vegas Valley Watershed and Lake Mead. The Water Quality Plan will take into consideration, at a minimum:

Boulder Basin Adaptive Management Plan;

Las Vegas Wash Comprehensive Adaptive Management Plan;

Bureau of Reclamation Lake Powell and Lake Mead Release Schedules;

Bureau of Reclamation Annual Operating Plan;

Operation of the Southern Nevada Water System Lake Mead raw water intakes and water treatment system;

SNWA Drought Plan;

Plans for discharges from the Muddy and Virgin Rivers;

Bureau of Reclamation Monitoring Plan;

USGS Water Quality Monitoring Plan;

Section 208 Water Quality Management Plan;

Source Water Assessment Plan for the Las Vegas Valley Surface Water;

CCRFC Master Plan;

Las Vegas Valley Stormwater Management Plan;

and other plans that may have an impact on water quality and quantity for the Las Vegas Valley Watershed and Lake Mead. The LVVWAC shall also consider local, state, and federal rules and regulations regarding water quality as it impacts the Las Vegas Valley

Watershed and Lake Mead. The goal of the LVVWAC is to coordinate the efforts of, at a minimum:

Las Vegas Wash Coordination Committee;

Boulder Basin Adaptive Management Core Management Team;

Lake Mead Water Quality Forum;

Sewage and Wastewater Advisory Committee;

Stormwater Quality Management Committee;

and the water and wastewater treatment plant operators to manage water quality as it relates to intakes from and discharges to Lake Mead. In conjunction with the Water Quality Plan, the LVVWAC shall propose ideas and broad strategies to achieve the water quality goals as they are reflected in the Water Quality Plan. The strategies shall include ideas for projects that can be implemented by LVVWAC members to reach water quality goals.

3.1 Format. The Plan will be a forward-looking document that will make projections and recommend policy direction regarding emerging water quality and quantity issues and constituent treatment options. It may contain specific water quality goals that may be implemented before the next Plan is adopted or goals that can be implemented over a longer time period. The Plan will provide an opportunity to prioritize the implementation of regional water quality goals. In developing the Plan, the LVVWAC will compile, coordinate, and create a roadmap for working together on a watershed approach to water quality and quantity. The LVVWAC will also consider the economic, fiscal and social impact of the Plan on the citizens of the Las Vegas Valley.

3.2 Adoption. The Regional Water Quality Plan will be submitted for adoption by the governing boards of the LVVWD, City of Las Vegas, City of North Las Vegas, City of Henderson, and CCWRD, and will be reviewed on an annual basis and amended and re-submitted for approval as needed. After the Plan is adopted by the governing boards of the LVVWD, City of Las Vegas, City of North Las Vegas, City of Henderson and CCWRD, the other members of the LVVWAC will present the Plan for adoption by their governing boards. The Plan must be previously adopted by the governing boards of the LVVWD, City of Las Vegas, City of North Las Vegas, City of Henderson and CCWRD in order for it to be presented to the governing boards of the other LVVWAC members. Each member is responsible for implementation only of those parts of the Plan that are within that member's authority and responsibilities.

3.2.1 In order for the Plan to be presented for adoption by the governing boards of the LVVWD, City of Las Vegas, City of North Las Vegas, City of Henderson, and CCWRD, it must have previously been approved by seven (7) out of the nine (9) representatives of the members of the LVVWAC.

3.2.2 The Regional Water Quality Plan will be completed before December 31, 2008.

3.3 Public Participation. The LVVWAC shall comply with Nevada Revised Statutes Chapter 241 and hold meetings that are open to the public.

4. Annual Operating Plan. SNWA, CWC and CCRFCD shall prepare an Annual Operating Plan that details tactics at an operational level how that organization will be implementing projects to achieve the water quality goals adopted in the Water Quality Plan. When developing its Annual Operating Plan, each organization shall consider the

ideas and strategies included in the Strategy Plan and implement the ideas and strategies as it sees fit. The Annual Operating Plan for SNWA, CWC and CCRFCD shall be shared with the LVVWAC for its consideration and review.

4.1 The Annual Operating Plan will be completed before December 31, 2009 and will be reviewed and revised on an annual basis.

4.2 Achievement of Water Quality Goals. SNWA will work to achieve water quality goals for water purveyors while CWC will work to achieve water quality goals for wastewater plant operators. CCRFCD will work to achieve water quality goals for non-point sources.

5. Data Sharing. The Parties agree to provide each other with reasonable access to data concerning regional water quality issues. A central data repository with a web-based interface will contain the data submitted by the Parties. The Parties are responsible for providing timely notice of relevant data, activities, meetings, and schedules related to regional water quality issues.

6. Wastewater Reuse. The Parties will continue to pursue wastewater reuse projects in the Las Vegas Valley so as to optimize the use of effluent in the Valley.

7. Funding. LVVWAC projects that require funding commitments or dedication of significant staff time will be the subject of separate agreements. The Parties will also cooperate in seeking funding or grants from other sources, including EPA Watershed Management Grants.

8. Las Vegas Wash. Pursuant to its obligation to coordinate activities related to the enhancement and management of the Las Vegas Wash (Wash), the SNWA agrees, subject to available funding, to perform the following:

8.1 Capital Improvement Plan (CIP). SNWA shall prepare a Wash CIP and review such CIP on an annual basis. The preparation and review of the CIP by the SNWA shall be completed according to the terms and conditions contained in Paragraphs 8.13 and 8.14 of this Agreement.

8.2 Operation and Maintenance. SNWA shall operate and maintain Wash facilities, including all erosion control structures and bank stabilization projects. Operation and maintenance shall be in accordance with the approved O&M Plan as described in Paragraph 8.19 of this Agreement. Furthermore, SNWA shall obtain and hold all necessary federal, state and local permits required to construct, operate and maintain such facilities. SNWA will notify each of the Parties, either directly or through the LVVWAC, of all special permit requirements. Further, SNWA shall, in obtaining such permits, negotiate in the best interest of the Parties to this Agreement.

8.3 Work Plan. SNWA shall prepare a five-year work plan (Work Plan) for the purpose of detailing and coordinating activities and projects related or connected to compliance activities, revegetation requirements and other regulatory requirements in the Wash as well as general administration activities related to the Wash and support of the Las Vegas Wash Coordination Committee (LVWCC). Special permit requirements identified in the Work Plan shall be submitted to the LVVWAC for review and approval in accordance with this Agreement. SNWA agrees to work with the other Parties to discuss and evaluate activities and projects identified in the Work Plan.

8.4 Annual Report. SNWA shall prepare an annual report of the status of activities and projects identified in the Work Plan.

8.5 Integrated Facilities Plan. SNWA shall prepare, and update as needed, an Integrated Facilities Plan (IFP) for the Wash. The IFP shall include both projects and facilities contained in the CIP and those outside of the CIP that are constructed and operated by Parties to this Agreement. SNWA shall review the IFP annually and shall prepare and update the IFP according to the terms and conditions set forth fully in Paragraph 8.31 of this Agreement.

8.6 Annual Budget and Preparation of Funding Agreements.

8.6.1 Annual Budget. SNWA shall prepare a budget for costs associated with the implementation of the Work Plan and general administration of activities related to the Wash on an annual basis that includes, but is not limited to, the following criteria:

8.6.1.1 Projections. Each budget prepared by the SNWA shall contain five-year projection of the costs associated with the Parties' ongoing efforts to manage and enhance the Wash.

8.6.1.2 Review and Approval. Each year, SNWA shall submit the budget to the LVVWAC for its review on or before August 15th of that year. Subsequent to the LVVWAC's review of the budget but no later than October 15th of each year, SNWA shall submit the budget to each of the Parties for approval as part of the individual Party's overall budget.

8.6.1.3 Components of Budget. The budget prepared and submitted annually by SNWA shall include, but not necessarily be limited to, preparation and revision of the Work Plan, all necessary staffing, consultants, monitoring, office expenses and travel related to the administration of Wash activities.

8.6.1.4 Outside Funding. The annual budget prepared and submitted by SNWA shall define the process whereby entities other than the Parties to this Agreement may either fund or contribute to activities related to the management and enhancement of the Wash including administration and monitoring.

8.6.2 Preparation of Funding Agreements. SNWA shall prepare, as necessary, all funding agreements necessary to implement or otherwise effectuate the CIP and O&M Plan.

8.6.2.1 Review and Approval. As appropriate, SNWA shall submit funding agreements for the CIP and/or O&M Plan to the LVVWAC for its review. Subsequent to the LVVWAC's review of the funding agreement, SNWA shall submit the funding agreement to each of the Parties for consideration and possible approval as part of the individual Party's overall budget.

8.6.2.2 Outside Funding. All CIP and/or O&M Plan funding agreements prepared and submitted by SNWA shall define the process whereby entities other than the Parties to the Agreement may either fund or contribute to the CIP, the O&M Plan or both.

8.7 General Obligations of the Parties. The Parties hereto agree to use their best efforts in achieving the goals and objectives enumerated in this Agreement and each of the Parties hereto does expressly agree to take each of the following actions:

- a. Cooperate in effectuating the long-term stabilization, enhancement and management of the Wash;
- b. Seek approval of necessary funding agreements for the enhancement of the Wash, subject to the availability of such funds;

- c. To work jointly and cooperate with each of the other Parties hereto to ensure the integrity of the Wash through development and implementation of long term management practices and strategies;
- d. Integrate planning activities related to the Wash or projects with potential impacts to the Wash;
- e. Inform and coordinate with each of the other Parties all activities regarding the issuance of permits and other water quality issues;
- f. Provide assistance to other Parties in obtaining needed permits; and
- g. Report and communicate with other Parties regarding regulatory issues and requirements.

Notwithstanding anything to the contrary contained herein, the Parties hereto recognize that the Dischargers (Henderson, North Las Vegas, Las Vegas and the Clark County Water Reclamation District) may eventually remove water from the Wash and discharge it elsewhere. The Parties agree to cooperate in determining what quantity of water should be left in the Wash in order to optimize water quality and other environmental considerations. Further, the Dischargers shall not unreasonably deny a sufficient quantity of water for Wash related goals.

8.8 Funding. Subject to the discretionary approval of the Parties' governing bodies, the Parties agree to make a good faith effort to allocate the funds necessary to implement the programs and procedures outlined in this Agreement, provided, however, that no Party shall be required under the terms of this Agreement to take any actions outside the scope of that Party's statutory authority.

8.9 O&M Budget. Following the preparation of a funding agreement for Wash operation and maintenance activities by SNWA in accordance with Paragraph 8.6.2, each of the pertinent Parties hereto shall submit that budget to its respective governing body for consideration and possible approval. Failure of any governing board to approve the necessary funds shall not be deemed to breach this Agreement.

8.10 Approval of CIP. Following the preparation of a funding agreement for the implementation of the CIP in accordance with Paragraph 8.6.2 of this Agreement by SNWA, each of the pertinent Parties hereto shall submit the funding agreement to its governing board for consideration and possible approval. Failure of any governing board to approve the necessary funds shall not be deemed a breach of this Agreement.

8.11 Approval of Annual Budget Pursuant to Paragraph 8.6.1.2, each year each of the Parties hereto shall submit as part of the Party's budget process that Party's portion of the annual budget for the implementation of the Work Plan and general administration of the Wash to its governing board for consideration and possible approval. Failure of any governing board to approve the necessary funds shall not be deemed a breach of this Agreement.

8.12 Outside Funding. The Parties hereto agree to diligently pursue all available funding options in order to augment and/or mitigate the funding contributions by the Parties to this Agreement. Such outside funding options shall include, but not limited to, federal funding through the Southern Nevada Public Lands Management Act of 1998, as amended; federal grants; other federal programs through the Army Corps of Engineers, Bureau of Reclamation, Fish and Wildlife Service or other federal agency; and state, local, or private funding options. The Parties agree that such alternative funding

options will support implementation of actions outlined in the Las Vegas Wash Comprehensive Adaptive Management Program (LVCAMP). Further, each Party agrees to work with SNWA to identify and secure alternative sources of funding.

8.13 Capital Improvements Plan. SNWA shall maintain in effect and revise annually a CIP for the installation and improvement of facilities related to stabilization and water quality maintenance in and adjacent to the Wash. The CIP shall: (i) specify, and govern the construction of facilities of a capital nature that are to be added for the purpose of channel stabilization, erosion control or sediment management; and (ii) provide for the acquisition and storage of supplies to be used in the construction or repair of capital improvements included herein.

8.14 General Information Regarding Specific Facilities. The CIP shall include at least the following elements:

- 1) A general description of each facility to be constructed, including the size of each conveyance, diversion, grade control, stream bank stabilization, or channel bed protection facility;
- 2) A map showing the general location of each facility to be constructed;
- 3) The schedule on which construction of each facility is to be started and completed;
- 4) The estimated cost of each facility to be constructed;
- 5) The proposed funding mechanism(s) for either each facility or the CIP in aggregate;

- 6) The total cost of the CIP in current dollars and midpoint construction dollars;
- 7) Cash flow forecasts by year; and
- 8) Those facilities SNWA is responsible for operating and maintaining.

8.15 Approval of Capital Improvements Plan. SNWA must approve the CIP and any subsequent revision or amendment of the CIP in order for the CIP or such revision or amendment to be effective. Prior to submittal to SNWA Board of Directors, SNWA shall submit the CIP or any revision or amendment to the CIP to the LVVWAC for review and comments.

8.16 Review of and Revisions to the Capital Improvements Plan.

8.16.1 Plan Effective Until Revised. Each revision to the CIP shall remain in effect until revised as provided in this Agreement.

8.16.2 Reduction in Scope; Plan Elements Completed by Non-Parties. SNWA shall revise the CIP to eliminate capital items installed by non-Parties or to reduce or increase requirements for capital improvement of items subject to changes in planning, design, or operational criteria instituted by non-Parties.

8.16.3 Annual Review of and Revisions to Capital Improvements Plan. SNWA shall review, and reaffirm or revise, the CIP at least annually so that the CIP will continue to meet the requirements of this Agreement and otherwise as the SNWA deems appropriate, to serve the Parties to this Agreement. In performing the annual review of the CIP, the SNWA shall regularly consult with the Parties to this Agreement concerning, among other things, (i) the then-existing and projected capital needs of the Parties

associated with stabilization efforts, water quality protection, ecosystem enhancement, or environmental protection of the Wash, and (ii) any revisions proposed in writing by a Party to this Agreement.

8.17 County to Provide Easements. If separately approved by the Board of County Commissioners at their sole discretion, the County expressly agrees to provide easements and/or licenses or encroachment permits across land owned by the County as may be necessary to effectuate the terms and conditions of this Agreement. Further, Clark County shall issue, at no charge where allowed by law, any necessary permits to construct, build and maintain CIP facilities.

8.18 Physical Scope. The physical scope of the CIP shall be defined as the area between Las Vegas' Treatment Plant discharge point to the National Park Service boundaries within the riparian areas supported by flows in the Las Vegas Wash, and the riparian areas supported by flows within tributary channels to the Wash.

8.19 Operation and Maintenance Plan. SNWA shall maintain in effect, and revise as necessary, an Operation and Maintenance plan which shall govern operation and maintenance of facilities related to stabilization and water quality protection in and adjacent to the Wash, as identified in the CIP or as incorporated by separate agreement.

8.20 Maintenance of Water Quality Standards. SNWA shall provide oversight of the Operation and Maintenance Plan to ensure, as much as practical, that activities associated with operation and maintenance of facilities included in the Operation and Maintenance Plan meet standards associated with erosion control and water quality protection.

8.21 Operation and Maintenance Activities Included. The Operation and Maintenance Plan shall provide, either through SNWA or through the agreed upon activities of other Parties to this Agreement, for operation and maintenance of facilities constructed or improved as identified in and as part of the CIP or as otherwise included by separate agreement. Operation and maintenance activities included in the Operation and Maintenance Plan shall include monitoring foundation erosion and scour conditions, observing stream discharge impacts, operating water flow control devices, removing accumulated trash and debris, controlling site dust, managing vegetation, controlling erosion, performing site surface grading, graffiti removal, fencing and safety equipment repair, repainting, and other necessary normal operations and repair activities to conveyance, diversion, grade control, stream bank stabilization, and channel bed protection facilities related to stabilization of the Las Vegas Wash channel and non-urbanized overbank flooding areas of the Wash as identified in the CIP. The Operation and Maintenance Plan shall also make provision for emergency operations and repair, and major repair of facilities damaged by fire, flood, earthquake and other natural events.

8.22 Monitoring. The Operation and Maintenance Plan shall provide for routine visual inspection and monitoring of the condition and function of facilities included herein. As required for environmental compliance permits issued for subject facilities, the Operation and Maintenance Plan shall detail operations, activities, and reporting necessary to meet required compliance conditions.

8.23 Emergency Operations and Repair. The Operation and Maintenance Plan shall identify agencies responsible for emergency repair and response to emergency conditions, including but not limited to structure failure, flooding, fire, and emergency

rescue at facilities included herein. The Operation and Maintenance Plan shall define and make provisions for the creation and update of Emergency Action Plans for each facility included in the Plan.

8.24 Prioritization of Operation and Maintenance Activities. The Operation and Maintenance Plan shall present a scheme for prioritization of operations, maintenance, and repair of facilities included in the Plan. Prioritization of Operation and Maintenance of facilities shall be based upon: safety to adjacent and downstream facilities and property; degree of expected damage to be experienced without operation or maintenance; funding; available resources; and priority of competing interest outside of the Wash.

8.25 Access for Operation and Maintenance. The Operation and Maintenance Plan shall identify available and required access routes and route ownership necessary to access subject facilities for the purpose of inspection, monitoring, operation, and repair. Legal access shall be obtained prior to construction of the subject facility. Physical access shall be developed at the time of construction of the subject facility. The Operation and Maintenance Plan shall describe necessary operation and maintenance activities to safeguard and maintain access in passable condition and in conformance with environmental requirements for use. In the case that access is used for multi-purposes such as motor vehicle access for other purposes outside this plan, trail systems, or emergency conditions, written agreements shall be developed prior to construction of the subject facility, identifying financial and physical responsibility for access maintenance, and environmental compliance.

8.26 Water Rights for Irrigation Water. The Operation and Maintenance Plan shall identify ownership, volumes, place of diversion and place of use of water rights necessary to provide irrigation water required for maintenance of vegetation associated with wetlands, ecosystem, and erosion control purposes. The Operation and Maintenance Plan shall identify the maintenance responsibilities required to maintain delivery of irrigation water to the place of use.

8.27 Revisions to Operation and Maintenance Plan.

8.27.1 Operation and Maintenance Plan Effective Until Revised. The Operation and Maintenance Plan shall remain in effect until revised as provided in this Agreement, and each revision of the Operation and Maintenance Plan similarly shall remain in effect until further revised.

8.27.2 Annual Review of Operation and Maintenance Plan. The Operation and Maintenance Plan shall be reviewed and revised at least annually and more frequently if necessary so that it will conform to the requirements of this Agreement. During such review, SNWA shall consider any revisions proposed in writing by the Parties to this Agreement.

8.28 Reserve Fund. SNWA shall establish and maintain, in cooperation with the other Parties, a reserve fund for the purpose of providing, and in amounts reasonably necessary to provide, sufficient funds for the payment of finance costs on any debt incurred by the Parties in connection with the execution of the Operation and Maintenance Plan and for such other purposes as SNWA deems necessary.

8.29 Physical Scope. The physical scope of the Operation and Maintenance Plan shall be defined as the area between Las Vegas' Treatment Plant discharge point to

the National Park Service boundaries within the riparian area supported by flows within the Las Vegas Wash, and the riparian areas supported by flows within tributary channels to the Wash. However, the Operation and Maintenance Plan shall not include operation and maintenance of the Clark County Wetlands Park, Lake Las Vegas or other development as deemed appropriate by the Parties.

8.30 Ownership of Facilities. By separate agreement, and upon approval of the respective governing boards, SNWA shall transfer ownership of all facilities, including erosion control structures, bank stabilization projects and other facilities as deemed appropriate by SNWA and Clark County, to Clark County upon completion and acceptance of each facility. Notwithstanding anything to the contrary contained in the Agreement, SNWA shall not be obligated to transfer to Clark County any infrastructure related to the delivery of water that is otherwise necessary for SNWA to conduct its regular operations. Such transfer of ownership shall not affect SNWA's management responsibilities pursuant to this Agreement. As part of any transfer, Clark County shall provide SNWA with all necessary rights-of-way or other appropriate means of access in order to maintain stream gauges, water monitoring facilities and to otherwise effectuate SNWA's management responsibilities under this Agreement.

8.31 Integrated Facilities Plan. SNWA shall prepare an IFP that will detail all of the facilities and projects that are undertaken pursuant to this Agreement, as well as any other facilities or project undertaken by any Party that relates in whole or in part to the management or enhancement of the Wash. SNWA will review the IFP as necessary, but at least every five years, and determine if the IFP should be amended. Adoption of the IFP shall not require the approval of any Party and the IFP shall be purely

informational in nature. The IFP shall include consolidated construction schedules of all proposed facilities and shall focus upon facilities rather than research or administration.

9. Staffing and Administration. The LVVWAC shall decide who will provide staffing and administrative support services for the development of the Regional Water Quality Plan under this Agreement.

10. Modification. This Agreement may be amended only in a writing signed by all Parties.

11. Termination. This Agreement may be terminated by the mutual consent of all parties or unilaterally by any party without cause. If a party seeks to terminate this Agreement unilaterally, the party will provide 120 days written notice to all parties and will meet and confer with any and all parties prior to the proposed termination date.

12. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and does not create any right or benefit, substantive or procedural, enforceable by any third parties against the Parties.

13. Bylaws. The LVVWAC shall adopt bylaws and procedures, including but not limited to quorum and voting rules, as are necessary and convenient to its operation and are consistent with this Agreement.

14. Counterparts. This Agreement may be executed and approved in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date and year first written above.

SOUTHERN NEVADA WATER AUTHORITY

Approved as to form:

By: Shari Buck
Shari Buck, Chair

Dana R. Smith
Dana R. Smith, Deputy Counsel

Date: 10-18-07

CLEAN WATER COALITION

Approved as to form:

By: Chip Maxfield
Chip Maxfield, Chair

Robert W. Marshall
Robert W. Marshall, CWC Counsel

Date: _____

LAS VEGAS VALLEY WATER DISTRICT

Approved as to form:

By: Chip Maxfield
Chip Maxfield, Chair

Charles K. Hauser
Charles K. Hauser, General Counsel

Date: 11-6-07

CITY OF LAS VEGAS

Attest:

By: _____
Oscar Goodman, Mayor

Date: _____

CITY OF NORTH LAS VEGAS

Attest:

By: _____
Michael Montandon, Mayor

Date: _____

the party will provide 120 days written notice to all parties and will meet and confer with any and all parties prior to the proposed termination date.

12. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and does not create any right or benefit, substantive or procedural, enforceable by any third parties against the Parties.

13. Bylaws. The LVVWAC shall adopt bylaws and procedures, including but not limited to quorum and voting rules, as are necessary and convenient to its operation and are consistent with this Agreement.

14. Counterparts. This Agreement may be executed and approved in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date and year first written above.

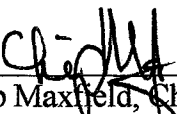
SOUTHERN NEVADA WATER AUTHORITY Approved as to form:

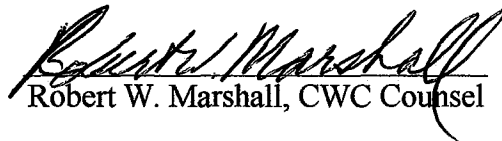
By: _____
Shari Buck, Chair

Dana R. Smith, Deputy Counsel

Date: _____

CLEAN WATER COALITION

By:  _____
Chip Maxfield, Chair

 _____
Robert W. Marshall, CWC Counsel

Date: 10/23/07 _____

By: _____
Chip Maxfield, Chair

Robert W. Marshall, CWC Counsel

Date: _____

LAS VEGAS VALLEY WATER DISTRICT

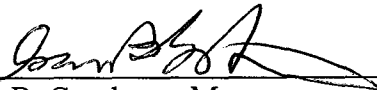
By: _____
Chair

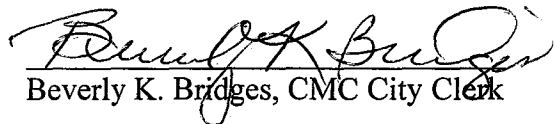
Attest

Date: _____

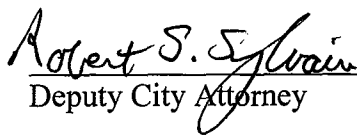
CITY OF LAS VEGAS

Attest

By: 
Oscar B. Goodman, Mayor


Beverly K. Bridges, CMC City Clerk

Approved as to Form:

 10-17-07
Deputy City Attorney

CITY OF NORTH LAS VEGAS

By: _____
Mayor

Attest

Date: _____

By: _____
Chip Maxfield, Chair

Robert W. Marshall, CWC Counsel

Date: _____

LAS VEGAS VALLEY WATER DISTRICT

By: _____
Chair

Attest

Date: _____

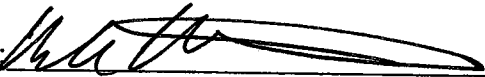
CITY OF LAS VEGAS


By: _____
Mayor

Attest

Date: _____

CITY OF NORTH LAS VEGAS

By: 
Mayor, Michael L. Montandon


Attest Karen L. Storms, CMC,
City Clerk

Date: November 7, 2007

CITY OF HENDERSON

By: _____
Mayor

Attest

Date: _____

CLARK COUNTY RECLAMATION DISTRICT

By: _____
Chair

Attest

Date: _____

CLARK COUNTY

By: _____
Chair

Attest

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date and

year first written above.

SOUTHERN NEVADA WATER AUTHORITY

Approved as to form:

By: _____
Shari Buck, Chair

Dana R. Smith, Deputy Counsel

Date: _____

CLEAN WATER COALITION

By: _____
Chip Maxfield, Chair

Robert W. Marshall, CWC Counsel

Date: _____

LAS VEGAS VALLEY WATER DISTRICT

By: _____
Chair

Attest

Date: _____

CITY OF LAS VEGAS

By: _____
Mayor

Attest

Date: _____

CITY OF NORTH LAS VEGAS

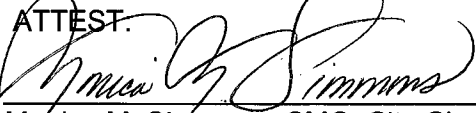
By: _____
Mayor

Attest

Date: _____

CITY OF HENDERSON


By:  _____
James B. Gibson, Mayor

ATTEST.
 _____
Monica M. Simmons, CMC, City Clerk

Date: 10/31/07

APPROVED AS TO FORM:

COUNCIL ACTION
OCT 16 2007

 _____
Shauna M. Hughes, City Attorney

CITY OF HENDERSON

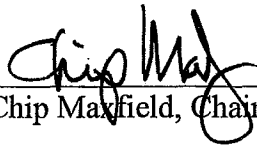
Attest:

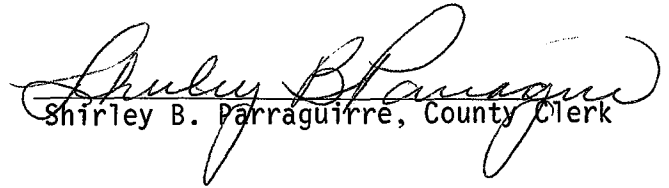
By: _____
Jim Gibson, Mayor

Date: _____

CLARK COUNTY WATER
RECLAMATION DISTRICT

Attest:

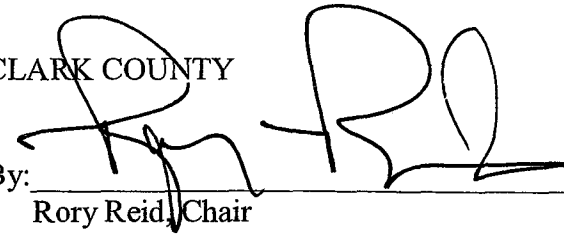
By:  _____
Chip Maxfield, Chair

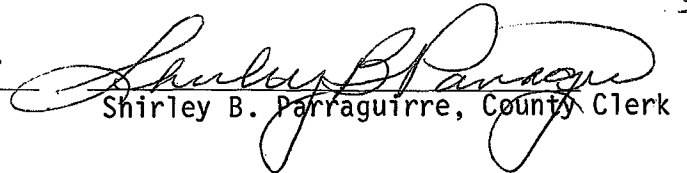

Shirley B. Parraguire, County Clerk

Date: 11/6/07

CLARK COUNTY

Attest:

 _____
Rory Reid, Chair


Shirley B. Parraguire, County Clerk

Date: 11/6/07

CLARK COUNTY REGIONAL FLOOD
CONTROL DISTRICT

Attest:

By: _____
Larry Brown, Chair

Date: _____

CITY OF HENDERSON

Attest:

By: _____
Jim Gibson, Mayor

Date: _____

CLARK COUNTY RECLAMATION DISTRICT

Attest:

By: _____
Chip Maxfield, Chair

Date: _____

CLARK COUNTY

Attest:

By: _____
Rory Reid, Chair

Date: _____

CLARK COUNTY REGIONAL FLOOD
CONTROL DISTRICT

Attest:

By: Lawrence G. Brown III
Larry Brown, Chair

Carolyn Grazer

Date: October 11, 2007