

CLV

INTERLOCAL AGREEMENT

TO MANAGE STORMWATER INSPECTIONS OF CONSTRUCTION SITES WITHIN THE LAS VEGAS VALLEY OF CLARK COUNTY, NEVADA

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into the 12th day of June, 2008, by and between Clark County ("COUNTY"), Clark County Regional Flood Control District ("DISTRICT"), and the cities of Las Vegas and North Las Vegas, all political subdivisions of the state of Nevada.

RECITALS

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into agreements for the performance of any activity or undertaking which any of the agencies is authorized by law to perform; and

WHEREAS, COUNTY, DISTRICT, and the cities of Las Vegas and North Las Vegas, (collectively "COMMITTEE"), are co-permittees of the Clark County Municipal Separate Storm Sewer Systems Permit Number NV0021911 ("MS4 Permit"); and

WHEREAS, responsibility for MS4 Permit compliance is held separately by each agency member of the COMMITTEE as defined by Section 6.1 of the MS4 Permit; and

WHEREAS, Section 4.9 of the MS4 Permit requires that inspections of construction site boundaries to ensure that the construction industry does not adversely impact stormwater systems; and

WHEREAS, COUNTY inspectors currently inspect construction sites for compliance with air quality regulations; and

NOW THEREFORE, in consideration of the mutual promises of the parties herein, the parties agree that the DISTRICT will, subject to the terms and conditions set forth herein, fund the COUNTY to conduct construction site inspections as agreed upon in conjunction with the COMMITTEE, within the unincorporated areas of Clark County, and the city limits of Las Vegas and North Las Vegas, and conducted as follows:

SECTION A – DISTRICT OBLIGATIONS

The DISTRICT agrees to the following:

1. To act as the COMMITTEE representative for purposes of this Agreement.
2. To work with the COUNTY, in conjunction with the COMMITTEE as needed, to define inspection program and annual budgetary requirements.
3. To disperse funds to the COUNTY at the end of the fiscal year, for inspection activities and time spent complying with the terms of this Agreement as hereafter determined and mutually agreed to by the COUNTY and the DISTRICT. Funds will be subject to funding availability, and the allocation of budgeted funds by the Board of Director of the DISTRICT, in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) for the term of this Agreement.
4. To compile, record and analyze all inspection and training records for compliance with the MS4 Permit.
5. To notify the COUNTY, State of Nevada, City of Las Vegas or City of North Las Vegas as appropriate, of any violation of stormwater regulations discovered by COUNTY inspectors that are not corrected by onsite personnel.

6. To develop and distribute all training and administrative materials for the purposes of this Agreement, in conjunction with the COMMITTEE.
7. To establish and hold semi-annual training seminars for inspectors in conjunction with the COMMITTEE.

SECTION B – COUNTY OBLIGATIONS

The COUNTY agrees to the following:

1. To work with the DISTRICT, in conjunction with the COMMITTEE as needed, to define inspection program and annual budgetary requirements.
2. To conduct inspections at the boundaries of 4,000 construction sites during the term of this Agreement, identified by the COUNTY in conjunction with the COMMITTEE as needed, to identify illicit discharges to the MS4 system, within unincorporated Clark County, Las Vegas and North Las Vegas at least to the limits of the urbanized area in the Las Vegas Valley, on a routine basis.
3. To develop appropriate administrative processes to properly manage the inspection activity.
4. During normal air quality inspections, COUNTY inspectors will conduct stormwater inspections according to a checklist provided by the COMMITTEE.
5. To forward all inspection checklist data to the COMMITTEE representative on a quarterly basis.
6. To inform onsite construction site personnel of any activity that the COUNTY inspector deems is a violation of County, Las Vegas, and North Las Vegas stormwater regulations and distribute materials as provided by the COMMITTEE to enable site personnel to correct the activity.
7. To notify the affected agency of the COMMITTEE within five business days after inspection that uncovers a violation of local stormwater regulations where enforcement action by the Clark County, State of Nevada, City of Las Vegas or City of North Las Vegas, is deemed necessary.
8. To require at least annual training, provided by the DISTRICT in conjunction with the COMMITTEE, of all COUNTY inspectors who perform stormwater inspections.

SECTION C – CITY OF LAS VEGAS OBLIGATIONS

The City of Las Vegas agrees to the following:

1. To participate as a member of the COMMITTEE and with the commitments as described within this Agreement.
2. To authorize the COUNTY to conduct stormwater inspections as defined within this Agreement, within the city limits of the City of Las Vegas.

SECTION D – CITY OF NORTH LAS VEGAS OBLIGATIONS

The City of North Las Vegas Agrees to the following:

1. To participate as a member of the COMMITTEE and with the commitments as described within this Agreement.
2. To authorize the COUNTY to conduct stormwater inspections as defined within this Agreement, within the city limits of the City of North Las Vegas.

SECTION E – MUTUAL OBLIGATIONS

It is Mutually Agreed:

1. Current costs for inspections are estimated at Ten and 00/100 Dollars (\$10.00) per site, not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) or 4,000 sites for the term of this Agreement.

2. The COUNTY is authorized to conduct stormwater compliance inspections at construction sites within the city limits of Las Vegas and North Las Vegas and within the unincorporated areas of the COUNTY in accordance with this Agreement, but is not authorized to act as an enforcement agent of the State of Nevada or of any entity named herein.
3. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
4. Any party may withdraw from this Agreement for any reason by providing written notice to all parties 60 days before withdrawal. If Las Vegas and/or North Las Vegas withdraw, COUNTY inspectors will continue inspections until the effective date of the withdrawal, and the DISTRICT will reimburse the COUNTY until the effective date of the withdrawal. If the COUNTY withdraws, the COUNTY will continue inspections until the effective date of the withdrawal and the DISTRICT will reimburse the COUNTY accordingly. If the DISTRICT withdraws, the entire Agreement will be terminated on the effective date of the DISTRICT's withdrawal.
5. The initial contact information of the affected parties, which one party may change by giving notice to the other respective parties, is as follows:

Clark County
Department of Air Quality & Environmental Management
Stormwater Quality Program
500 S. Grand Central Parkway
Las Vegas, NV 89155-5210
c/o Mark Silverstein
(702) 455-4728

Clark County Regional Flood Control District
Stormwater Quality Management Committee
600 S. Grand Central Parkway, Ste. 300
Las Vegas, NV 89106, Ste. 300
c/o Kevin Eubanks
(702) 685-0000

City of Las Vegas
Department of Public Works
Stormwater Quality Management Committee Representative
731 S. 4th Street
Las Vegas, NV 89101
c/o Cheng Shih
(702) 229-2338

City of North Las Vegas
Public Works
Stormwater Quality Management Committee Representative
2266 Civic Center Drive
N. Las Vegas, NV 89030
c/o Jennifer Doody
(702) 633-2088

6. This Agreement is entered into for the benefit of the public in general, and not for the benefit of any individual person or entity that is not a party hereto.
7. This Agreement shall expire on June 30, 2009 or at an earlier date pursuant to Section E(5) of this Agreement.

8. This Agreement may be executed in one or more counterparts, any one of which if originally executed, shall be binding upon each of the parties signing thereon and all of which taken together shall constitute one and the same instrument.

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

CLARK COUNTY

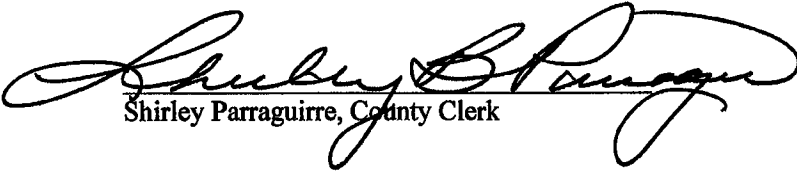


Rory Reid, Chair,
Board of County Commissioners

Date of Commission Action

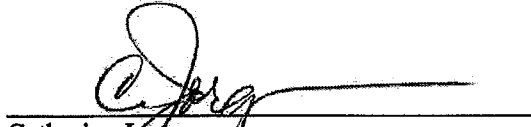
June 17, 2008

Attest



Shirley Parraguirre, County Clerk

Approved as to Form


Catherine Jorgenson
Deputy District Attorney

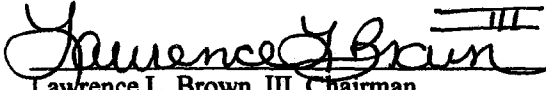
[ADDITIONAL SIGNATURE PAGES FOLLOW]

INTERLOCAL AGREEMENT

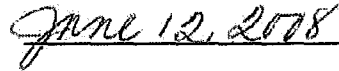
**TO MANAGE STORMWATER INSPECTIONS OF CONSTRUCTION SITES WITHIN THE
LAS VEGAS VALLEY OF CLARK COUNTY, NEVADA**

**CLARK COUNTY REGIONAL FLOOD
CONTROL DISTRICT**

Date of Board Action



Lawrence L. Brown, III, Chairman
Clark County Regional Flood
Control District Board of Directors

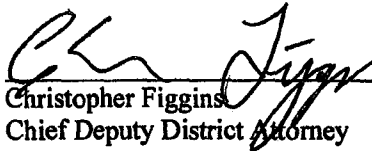


Attest



Carolyn Frazier
Secretary to the Board

Approved as to Form



Christopher Figgins
Chief Deputy District Attorney

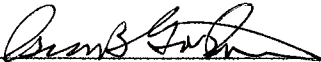
[ADDITIONAL SIGNATURE PAGES FOLLOW]

INTERLOCAL AGREEMENT

TO MANAGE STORMWATER INSPECTIONS OF CONSTRUCTION SITES WITHIN THE
LAS VEGAS VALLEY OF CLARK COUNTY, NEVADA

CITY OF LAS VEGAS

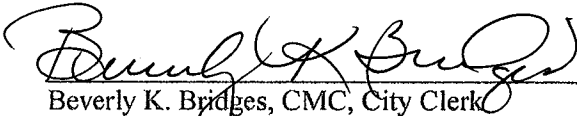
Date of Council Action



Oscar B. Goodman, Mayor

8/6/2008

Attest



Beverly K. Bridges, CMC, City Clerk

Approved as to Form



Date

John S. Ridilla
Deputy City Attorney

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

INTERLOCAL AGREEMENT

**TO MANAGE STORMWATER INSPECTIONS OF CONSTRUCTION SITES WITHIN THE
LAS VEGAS VALLEY OF CLARK COUNTY, NEVADA**

CITY OF NORTH LAS VEGAS


Date of Council Action



Michael Montandon, Mayor

August 6, 2008

Attest


Karen L. Storms, CMC, City Clerk

Approved as to Form

Carie Torrence 8/6/08
Carie Torrence, City Attorney ^{Date}