

**INTERLOCAL AGREEMENT
NUCLEAR WASTE REPOSITORY PROGRAM
September 2, 2008 – June 30, 2009**

This Interlocal Contract (the "Contract") is entered into this 2nd day of September 2008, by and between Clark County, a political subdivision of the State of Nevada (the "County"), and the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), pursuant to Nevada Revised Statutes section 277.180, to jointly participate in activities regarding the proposed high-level radioactive waste disposal site at Yucca Mountain, Nevada.

WITNESSETH:

WHEREAS, federal law known as the Nuclear Waste Policy Act of 1982, as amended, ("the Policy Act") describes a United States Department of Energy (DOE) program proposing a nuclear waste and spent nuclear fuel repository at Yucca Mountain, Nevada (the "Program"); and

WHEREAS, the Program has the potential to impact the social and economic characteristics of Southern Nevada; and

WHEREAS, the Policy Act requires the DOE to distribute funds to affected units of local government to oversee the Program and perform other activities; and

WHEREAS, the County was designated an affected unit of local government by the DOE in April 1988; and

WHEREAS, to accurately and completely determine potential impacts in Clark County from the program, the County desires to work with the incorporated cities and others; and

WHEREAS, the City desires to increase and enhance its capabilities to determine, evaluate, and respond to the potential and perceived impacts from the Program; and

WHEREAS, the City desires to participate in making findings and recommendations regarding potential impacts from the Program; and

WHEREAS, the City may establish a public awareness program to inform its citizens on Program activities;

NOW, THEREFORE, the parties agree as follows:

- I. The City Shall:
 - A. Perform services specified in this Contract and in the "Scope of Work," dated September 2, 2008, which is attached hereto and hereby made a part of this contract.
 - B. Submit invoices to the County to accompany periodic reports described in the Scope of Work.
 - C. Allow duly-authorized representatives of the County and /or appropriate federal agencies to conduct such occasional reviews and on-site monitoring as the County or such federal agency deems appropriate to determine:
 - (1) Whether the reports to Clark County contain accurate and reliable information; and
 - (2) Whether the activities performed under this Contract are in compliance with federal and state laws and the provisions of this Contract. The City acknowledges that it will be subject to both County and federal audit authority and that such an audit/audits can occur at any time during the course of this Program.
 - D. Understand that all funds provided pursuant to this Contract are derived from monies provided to the County from the DOE under the provisions of the Nuclear Waste Policy Act and are provided for the explicit purposes enumerated in the Policy Act and the most recent Energy and Water Development Appropriations Act (the "Appropriations Act").

- E. Warrant that monies accepted pursuant to this Contract shall bear a clear relationship between the expenditures and the objectives of the Policy Act and the Appropriations Act. Should a subsequent audit require the County to return funds expended by the City pursuant to this Contract, the City shall reimburse the County in a timely manner for the amount of funds, penalties, interest, and any other costs resulting from the City's failure to comply with the terms of the Contract. The City agrees that none of the Contract funds will be expended for litigation expenses nor used, directly or indirectly, to influence legislative action on any matter pending before Congress or a State Legislature nor used for any lobbying activity as provided in 18 U.S.C. 1913, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions of the Appropriations Act.
- F. Continue to make available to the County and authorized staff and contractors copies (electronic and/or paper) of all non-proprietary social, economic, demographic, and other information related to the assessment of potential impacts of the proposed repository.
- G. Provide a copy of the City's fiscal year financial report showing where this Contract funding is included.
- H. Meet the requirements of applicable federal, state, and local law in fulfilling the objectives of this Contract.

II. The County Shall:

- A. Reimburse the City no later than thirty (30) days after the receipt of invoices.
- B. Provide the City with copies of all non-proprietary economic, demographic, fiscal, planning, or other programs, computer models, or systems developed by staff or consultants under the auspices of the Clark County Department of Comprehensive Planning, Nuclear Waste Division; to the extent such provision does not conflict with licensing or copyright restrictions. Provision of data will be subject to reasonable reproduction costs, which may be waived by the County. Consultant materials will be made available within thirty (30) days of County acceptance and approval of the fully developed systems, programs, models or databases.
- C. The County contact is Harry Kelman, 500 S. Grand Central Pkwy, PO Box 551741, Las Vegas, NV 89155-1741
Phone 702-455-2329; Fax 702-380-9965

III. Both parties agree that:


- A. The term of this Contract begins on the first day of the month following approval by both parties and continues through the completion of the Scope of Work.
- B. The parties do not intend to benefit any person who is not named as party to this Contract to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.
- C. Each party shall remain liable for its own negligence in accordance with the general law of the state of Nevada.
- D. Either party has the right to terminate this Contract without cause by giving not less than fifteen (15) days written notice to the other party. In the event termination by the County, the City shall be compensated for any work completed as of the date of termination.
- E. The persons signing this Contract have the authority to represent their respective public agencies and commit their public agencies to meet the requirements of the Contract.

THIS CONTRACT HAS BEEN MADE AND ENTERED INTO, and shall become effective on the first day of the month after its execution by the last of the parties to execute this contract, as said date appears below.

City of Las Vegas, NEVADA


Date of approval by CITY:


OSCAR B. GOODMAN, Mayor

 NOVEMBER 1, 2008

APPROVED AS TO FORM:


ATTEST:


~~BRADFORD R. JERBIC~~ 9/18/08
City Attorney **Teresita L. Ponticello**
Chief Deputy City Attorney


BEVERLY BRIDGES
City Clerk

CLARK COUNTY, NEVADA


Date of approval by COUNTY:

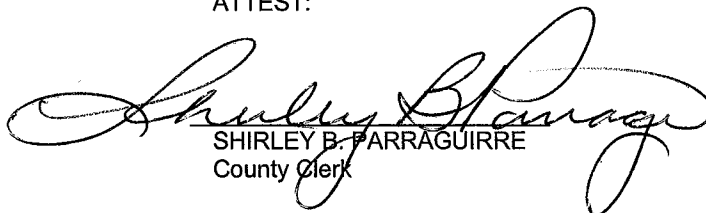

Rory Reid, Chair
Board of County Commissioners

9/2/08

APPROVED AS TO FORM:
DAVID ROGER, District Attorney

ATTEST:


ELIZABETH A. VIBERT
Deputy District Attorney


SHIRLEY B. PARRAGUIRRE
County Clerk

Scope of Work
Interlocal Contract Between Clark County and the City of Las Vegas
September 2, 2008 – June 30, 2009

The City of Las Vegas hereafter called the "City" has agreed to accept the responsibility for assisting Clark County in monitoring site characterization activities, researching and developing key issues, and participating in other activities relative to the proposed high-level nuclear waste repository at Yucca Mountain, Nevada. In return, Clark County has agreed to provide funding to support this work, subject to availability of federal nuclear waste funds. Pursuant to the provisions of the Nuclear Waste Policy Act, as amended, this contract funds only activities directly related to the Yucca Mountain Project. Any salary, travel or other expenses that would ordinarily be incurred by the City may not be considered eligible for funding under this contract.

1.01 TASKS TO BE COMPLETED BY THE CITY OF LAS VEGAS

The following are task areas that encompass the range of activities to be engaged in under this contract. The focus of the City's work and the emphasis placed on each task area will depend on developments in and needs dictated by the high-level waste program. The City shall provide qualified staff to complete the required tasks. The level of effort in each task will be dictated by the availability of funds and the priorities established by the City. All work shall be compatible with the Goals and Objectives of Clark County Comprehensive Planning, Nuclear Waste Division (NWD).

Task A. Participation in the Clark County Nuclear Waste Division's Department of Energy (DOE) Yucca Mountain Repository Monitoring Program

I. Clark County Nuclear Waste Steering Committee Meetings

The City of Las Vegas shall participate in the regular and specific meetings of the Clark County Nuclear Waste Steering Committee. The Steering Committee serves in an advisory role to the Board of County Commissioners and provides input and advice to the Commission regarding issues associated with the Yucca Mountain Program.

II. National and Regional Nuclear Waste Meetings

As appropriate, a City of Las Vegas representative(s) may attend scheduled meetings on Yucca Mountain issues. These include, but are not limited to, meetings of the U.S. Nuclear Waste Technical Review Board, the Nuclear Regulatory Commission, the National Research Council, and the DOE Transportation External Working Group, the Western Interstate Energy Board Radioactive Waste Transportation Committee, the Western Governors Association and Waste Management.

III. Nuclear Waste Conferences / Seminars and Informational Meetings

As deemed appropriate by the City, a City representative(s) may attend conferences, seminars or other meetings that are directly related to the oversight of the DOE high-level nuclear waste program at Yucca Mountain.

IV. Site Visits

As necessary, a City representative may participate in visits to domestic nuclear waste or related facilities, such as nuclear power plants, the Waste Isolation Pilot Plant (WIPP), and Yucca Mountain.

Task B. Public Information / Awareness Program

As requested by Clark County, the City may provide information specific to the City for use in Clark County reports, projects, presentations or other activities.

As deemed appropriate by the City Manager, the City may conduct a public awareness program to include the use of the Public Information Office to provide information to the citizens of Las Vegas and to receive their feedback on the Yucca Mountain Project.

As deemed appropriate, assigned City staff shall provide information to residents regarding Yucca Mountain through the City's public awareness program. The cost for this task will not exceed \$15,000. Detailed work for this task is included in Attachment 1.

Task C. Review of Policies, Practices and Materials Related to Yucca Mountain

As deemed appropriate by the City, staff shall review, evaluate and provide comments to the City Council on issues relating to the location of a high-level nuclear waste repository at Yucca Mountain to include local government activities, national, regional, state, City, tribal and local policies, practices, reports and materials that may have a bearing on the siting of a nuclear waste repository in Nevada.

Task D. Impact Assessment Activities

The City shall participate in Clark County's impact assessment program during the period of this contract. This is a continuation of the Clark County's contract with UER to conduct community fiscal impacts and public health and safety analysis that best describe vulnerabilities that may result from the DOE's proposed actions as they relate to Yucca Mountain. City staff shall work with Clark County Nuclear Waste Division personnel and its' consultants to include providing non-proprietary social, economic, demographic, and other information as required in the completion of these tasks. The additional information collected may be used by Clark County and the City.

Task E. Community Indicators Monitoring Program

Maintain a Community Indicators Monitoring Program relating to the Yucca Mountain Program. The Community Indicators Monitoring Program will be a subset of the Monitoring Program that has been established by Clark County's Nuclear Waste Division to track potential impacts associated with the proposed Yucca Mountain repository. The Community Indicators Monitoring Program will monitor potential impacts from the Yucca Mountain Program at the municipal level through the regular collection of indicator data. The indicator data collection effort will focus on reasonably available secondary source data. The indicator data collected from within City of Las Vegas will be coordinated through a designated single point of contact. The indicators will then be compiled into a unique index or/indices as appropriate and reported both as a separate page on the Monitoring Program web site and with a hot link to the City of Las Vegas web page. Training will be conducted for appropriate staff and quarterly coordination meetings will be conducted with City of Las Vegas staff to evaluate the appropriateness, adequacy, and validity of the data and overall effectiveness of the Community Monitoring Program. This activity will involve a contract between the City of Las Vegas and Urban Environmental Research LLC. The cost of this task will not exceed \$60,000. Detailed work for this task is included in Attachment 2.

Task F. Transportation

The City's representative shall work with the County's transportation representative to assess transportation impacts and potential land use conflicts as related to the Yucca Mountain project

Task G. Other Program Activities

The City may engage in work activities and participate in State and local planning group meetings, presentations, and seminars, provided that such time and effort is spent only for the express purpose described in this Scope of Work.

Oversight representatives shall, at a minimum, provide quarterly updates on the characterization of Yucca Mountain and issues involving transportation of high- and low-level waste, congressional legislation and any other pertinent matters deemed important to the Mayor and Council.

City staff shall provide recommendations to the Mayor and council on aspects of socioeconomic, transportation, and other activities undertaken by the DOE as required.

City staff shall serve as technical advisors to the Mayor and Council on the planning and implementation and management of the City's Oversight Program.

Staff shall recommend priorities to the Mayor and Council for the Oversight Program to insure its effectiveness.

1.02 CONTRACT MANAGEMENT

A. Travel and Associated Costs: The City may commit sufficient labor hours and budgetary resources for individuals assigned to its Yucca Mountain activities for travel and related expenses. Participation in these activities must relate directly to the completion of the Scope of Work as described above. All costs of accompanying personnel not employed by the City or whose job assignments are not related to this Scope of Work are to be borne by the City, or individual staff member.

B. Reporting

The City shall provide a written report for each of the twelve (12) months following the start of the program described above. Each report shall detail the City's activities in support of the described tasks and travel in A, B, C, D, E, F & G above. Each month's report shall be sent to arrive at the Clark County Nuclear Waste Division no later than the 15th day of the following month.

1.03 BUDGET

- A. The City of Las Vegas shall receive \$15,000 for a public outreach program, \$60,000 for monitoring and oversight activities for the Yucca Mountain Program and \$10,000 coming to the City in discretionary funds.

The total budget for these activities conducted in accordance with Tasks A, B, C, D, E F& G under this Agreement is not to exceed **\$85,000**. Specific amounts may be budgeted by the City for each task. Task budgets are intended for guidance only and the City may move monies from one task to another without prior approval of Clark County Nuclear Waste Division.

TOTAL DISCRETIONARY BUDGET

\$85,000

Attachment 1
City of Las Vegas
Scope of Work–Yucca Mountain Public Outreach
FY09/July 2008 – June 2009

This statement of work is entered into between the City of Las Vegas and AZTEC COMMUNICATION (hereinafter, "Company") having its principal office at 3234 Cheltenham St., Las Vegas, Nevada 89129; Sharon Rorman Sheldon, owner.

C-1 Scope of Services

The Company shall provide the following public relations services for the City to educate the public on the Yucca Mountain Project:

(a) Writing/Research

Copywriting for informational Fact Sheets on subjects related to the Yucca Mountain Project and its potential impacts to residents, which may take the format of a brochure if appropriate. These collateral print pieces are intended for distribution to the general public at community events, presentations, or in displays at City facilities. The Company will develop and write talking points, or brief strategic statements, which may be used by Council members and others when responding to questions about the Yucca Mountain Project. Upon request from the City, the Company will research and write PSA's, op-ed articles, feature articles, or other news media-related services. All activities accomplished only as requested by Project Manager.

Deliverable: Writing/Research
Projected time: Ongoing through June 2009
Estimated costs: \$4,000

(b) Web site page and updates

Research, and copywriting for the City's Web pages related to Yucca Mountain, as requested by Project Manager. Upload, posting or other technical activities are to be done by City personnel.

Deliverable: Web site update
Projected time: Ongoing through June 2009
Estimated costs: \$1,500

(c) Booth Management

Booth management activities as requested by Project Manager. Booth fees paid by the Company on behalf of the City of Las Vegas will be reimbursed by the City. This activity is to include the annual multi-agency booth at the 2009 Clark County Fair.

Deliverable: Manage special event opportunities and exhibits
Projected time: Ongoing July 1, 2008 through June 30, 2009
Staffed booth to include:

- Coordinate arrangements with event planners
- Set-up and breakdown of display
- Qualified booth personnel to represent the City
- Storage and transport of display and materials

Deliverable: Booth Management
Projected time: Ongoing through June 2009
Estimated costs: \$6,000

(d) School Presentations

The Company has existing presentations that are targeted to school audiences. The City's middle and high schools can benefit from the interactive live presentations that are coupled with video productions, exercises, and "prizes" for the students. These presentations will be made available to all local schools during the 2008-2009 school year, as requested by Project Manager.

Deliverable: Provide classroom presentations within the City of Las Vegas
Projected time: Ongoing July 1, 2008 through June 30, 2009
Estimated costs: \$500 per presentation
Estimated budget: \$2,500

(e) Staff Support

The Company has extensive institutional knowledge and experience in the area of public outreach relevant to the Yucca Mountain Project, and will provide assistance to appropriate City of Henderson staff personnel regarding programs, strategies, and events related to the Yucca Mountain Project. This support function includes professional expertise for crisis communication, public speaking, internal communication practices, strategic planning, media relations, attendance at Yucca Mountain-related meetings, document preparation, administrative services, budgeting and other public relations activities, as assigned. All activities as requested by Project Manager.

Deliverable: Provide consultation and support to project manager

Projected time: Ongoing July 1, 2008 through June 30, 2009

Estimated costs: \$150 per hour

Estimated budget: \$1,000

Attachment 2
CITY OF LAS VEGAS SCOPE OF WORK
YUCCA MOUNTAIN MONITORING PROGRAM 2008/2009

OVERVIEW

The Department of Energy (DOE) is continuing its efforts to license a high-level nuclear waste repository at Yucca Mountain, Nevada. Since 1999, Urban Environmental Research LLC (UER) has provided assistance to Clark County in the identification of potential impacts from the Yucca Mountain Project and the preparation of appropriate responses to the DOE's proposed actions. In turn, Clark County has provided technical assistance to the City of Las Vegas so that they can assess and monitor potential impacts from the Yucca Mountain program.

The scope of work described below is a continuation of these efforts to refine the estimates impacts. Specifically, UER will maintain a monitoring program for the City of Las Vegas that allows community specific fiscal, economic, public health and safety, and appropriate social indicators to be monitored. This monitoring program provides the City of Las Vegas decision makers with an early warning system of impacts from the Yucca Mountain project.

TASK 1. DEVELOP AND MAINTAIN A CITY OF LAS VEGAS MONITORING SYSTEM

Over the past year, UER with the assistance of its subcontractor Applied Analysis implemented a monitoring system as an early warning system for Southern Nevada decision makers that measure impacts at a regional and County level to residents and/or governmental agencies related to the Yucca Mountain program. As part of this effort, UER and its subcontractor, Applied Analysis, refined the monitoring program to incorporate City of Las Vegas specific indices to be monitored. The monitoring program is a web based system with links from the City of Las Vegas home page.

UER and its subcontractor, Applied Analysis, propose the following work during this phase.

- a) Maintain a City of Las Vegas monitoring system.
- b) Review, refine, expand, and revise indicators/indices as appropriate.
- c) Provide training on the City of Las Vegas monitoring system as needed.
- d) UER will also provide briefings, presentations, and other support as requested by the City of Las Vegas.

ESTIMATED NOT TO EXCEED COST: \$60,000

PROJECTED TIME: 12 months July 1, 2008 – June 30, 2009

DELIVERABLE: Maintain a City of Las Vegas Monitoring Program