

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and among the Clean Water Coalition, a political subdivision of the State of Nevada, created by an Interlocal Agreement on the 20th day of November, 2002, with the second amendment approved on the 4th day of January, 2008 by the ("CWC"), the City of Henderson ("Henderson"), the City of Las Vegas (Las Vegas), the City of North Las Vegas ("North Las Vegas") and the Clark County Water Reclamation District (the "District"), all of which are public agencies of the State of Nevada (the "Members").

Recitals

1. The CWC currently has minimal staffing and is in need of certain administrative services which can be provided by the Members in accordance with the terms of the Agreement.

2. The Members are willing to undertake, on behalf of the CWC, activities set forth in the Agreement for each Member to perform.

NOW, THEREFORE, the parties hereto agree as follows:

1. The District's responsibilities under this Agreement:

1.1 The District may undertake such administrative duties on behalf of the CWC as may be requested in writing from time to time by the CWC Board, or the General Manager, provided the District is agreeable to performing such duties.

1.2 The District shall maintain records of its staff time, resources and expenses attributable to CWC business and shall, on a timely basis, render a reasonably itemized statement to the CWC of such time and expenses. Complete invoices shall be paid by the CWC within thirty (30) days of receipt.

2. Las Vegas' responsibilities under this Agreement:

2.1 Las Vegas agrees that its Human Resources Department and benefits administration resources will be available to the CWC for employee selection and/or employee benefits and pension plan enrollment for all CWC employees.

2.2 Las Vegas may undertake such additional administrative duties on behalf of the CWC as may be requested in writing from time to time by the CWC Board, or the General Manager, provided Las Vegas is agreeable to performing such duties.

2.3 Las Vegas shall maintain records of its staff time, resources and expenses attributable to CWC business and shall, on a timely basis, render a reasonably itemized statement to the CWC of such time and expenses. Complete invoices shall be paid by the CWC within thirty (30) days of receipt.

3. Henderson's responsibilities under this Agreement:

3.1 Henderson may undertake such administrative duties on behalf of the CWC as may be requested in writing from time to time by the CWC Board, or the General Manager, provided Henderson is agreeable to performing such duties.

3.2 Henderson shall maintain records of its staff time, resources and expenses attributable to CWC business and shall, on a timely basis, render a reasonably itemized statement to the CWC of such time and expenses. Complete invoices shall be paid by the CWC within thirty (30) days of receipt.

4. North Las Vegas' responsibilities under this Agreement:

3.1 North Las Vegas may undertake such administrative duties on behalf of the CWC as may be requested in writing from time to time by the CWC Board, or the General Manager, provided North Las Vegas is agreeable to performing such duties.

3.2 North Las Vegas shall maintain records of its staff time, resources and expenses attributable to CWC business and shall, on a timely basis, render a reasonably itemized statement to the CWC of such time and expenses. Complete invoices shall be paid by the CWC within thirty (30) days of receipt.

5. Miscellaneous

5.1 This Agreement shall continue until otherwise agreed by all parties.

5.2 Any service agreed to be provided by any Member to the CWC hereunder may be terminated either by the CWC Board or by the Member providing such service on thirty (30) day's written notice, except that the provisions of Section 5.1 and 5.2 shall not apply to employee benefit packages for existing CWC employees on the dates described in Sections 5.1 and 5.2 which are administered by Las Vegas pursuant to Section 2.1 hereof. Such employee benefit packages may only be changed by mutual consent of Las Vegas and the CWC Board.

5.3 Reimbursable costs under this Agreement shall not exceed authorizations contained in approved CWC budgets without specific CWC Board approval.

5.4 All materials developed and prepared for or acquired by the CWC during performance of services under this Agreement, including, without limitation, all finished or unfinished documents, research, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs and reports shall be the property of the CWC.

5.5 All costs, expenses or charges which are invoiced to the CWC from time to time by the parties hereto, shall represent, as nearly as can be reasonably calculated, the actual cost of the party with respect to the items invoiced, it being the express intent

of the parties that no party hereto shall knowingly profit from the services herein agreed to be rendered to the CWC.

5.6 Each of the parties hereto is an independent contractor and not an employee of the CWC.

5.7 This Agreement shall be construed in accordance with Nevada law.

5.8 No party shall assign its rights hereunder nor delegate its duties hereunder, except as provided herein, without the written consent of all parties hereto.

5.9 This Agreement shall be effective July 1, 2009.

5.10 This Agreement shall terminate on June 30, 2014.

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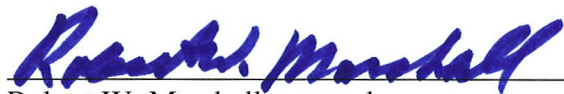
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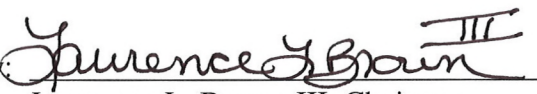
IN WITNESS WHEREOF, the parties have executed this agreement this 17th day of June, 2009.

Approved as to form:

CLEAN WATER COALITION



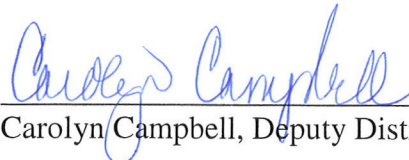
Robert W. Marshall, counsel
For Clean Water Coalition

By: 
Lawrence L. Brown III, Chairman

Attest:


Shirley B. Parraguire, Clerk

Approved as to form:


Carolyn Campbell, Deputy District Attorney

Attest:

Monica Simmons, City Clerk

Approved as to form:

Shauna Hughes, City Attorney

Attest:

Beverly K. Bridges, City Clerk

Approved as to form:

Bradford R. Jerbic, City Attorney

CLARK COUNTY WATER
RECLAMATION DISTRICT

By: 
Lawrence L. Brown III, Chairman

THE CITY OF HENDERSON

By: _____
James B. Gibson, Mayor

THE CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

Attest:

CLARK COUNTY WATER
RECLAMATION DISTRICT

Shirley B. Parraguirre, Clerk

By: _____
Lawrence L. Brown III , Chairman

Approved as to form:

Carolyn Campbell, Deputy District Attorney

Attest:

THE CITY OF HENDERSON

Monica Simmons, City Clerk

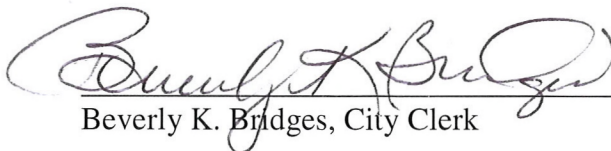
By: _____
James B. Gibson, Mayor

Approved as to form:

Shauna Hughes, City Attorney

Attest:

THE CITY OF LAS VEGAS



Beverly K. Bridges, City Clerk

By: 

Oscar B. Goodman, Mayor

Approved as to form:



Bradford R. Jerbic, City Attorney

Attest:

CLARK COUNTY WATER
RECLAMATION DISTRICT

Shirley B. Parraguirre, Clerk

By: _____
Lawrence L. Brown III, Chairman

Approved as to form:

Carolyn Campbell, Deputy District Attorney

Attest:

THE CITY OF HENDERSON



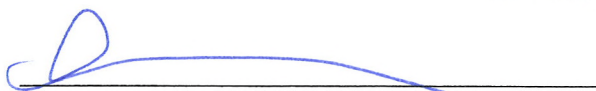
Monica Martinez Simmons, MMC, City Clerk

By: 

Andy Hafen, Mayor

Approved as to form:

COUNCIL ACTION
AUG 18 2009



Elizabeth Macias Quillin, City Attorney

Attest:

THE CITY OF LAS VEGAS

Beverly K. Bridges, City Clerk

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

Bradford R. Jerbic, City Attorney

Attest:

THE CITY OF LAS VEGAS

Beverly K. Bridges, City Clerk

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

Bradford R. Jerbic, City Attorney

Attest:

THE CITY OF NORTH LAS VEGAS



Karen Storms, City Clerk

By: 

Michael L. Montandon, Mayor

Approved as to form:



Carrie Torrence, City Attorney