INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and, the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas and the Clark County Water Reclamation District) this 22 day of July, 2010.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over 1.8 million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, Lake Mead and the Colorado River are a significant source of water for millions of other residents in the Lower Colorado River Basin, including citizens of Arizona, California, and Mexico as well as members of several Native American Tribes; and

WHEREAS, the Las Vegas Wash is comprised of highly treated wastewater flows, urban runoff, shallow ground water, storm water flows, and other flows, all of which run through the single tributary from the urban Las Vegas Valley into Lake Mead; and

WHEREAS, concerns over erosion, water quality, the loss of wetlands, and other issues have made managing the Las Vegas Wash one of the highest environmental priorities for Southern Nevada; and

WHEREAS, the undersigned parties – along with other local, state, and federal entities – embarked on a water quality process in 1997 that included participation in the Lake Mead Water Quality Forum and the formation of a citizens advisory committee which studied various issues related to water quality in the Las Vegas Wash, Las Vegas Bay, and Lake Mead; and

WHEREAS, the citizens advisory committee developed a series of recommendations for protecting and improving water quality, one of which was to develop a comprehensive adaptive management plan for the Las Vegas Wash; and

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 30 local, state, federal, environmental, and public representatives; and

WHEREAS, the LVWCC, over a 10-month period and with the support of over 100 staff from participating agencies, developed 44 recommended actions in nine study areas related to the Las Vegas Wash; and

WHEREAS, the LVWCC compiled these recommended actions into the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), a document that was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

WHEREAS, in July of 2000, a Sales Tax Allocation Cooperative Agreement was entered into by the Authority and the Wastewater Discharge Agencies represented by the City of Henderson, the City of Las Vegas and the Clark County Water Reclamation District; and

WHEREAS, that Sales Tax Allocation Cooperative Agreement provided that four percent (4%) of the gross revenue from the ¼ cent sales tax provided for by NRS Chapter 377B would be allocated to capital improvements and infrastructure needs in the Las Vegas Wash, and

WHEREAS, in June of 2002, the parties to this agreement entered into a Cooperative Agreement, along with the City of North Las Vegas, which recognized the Las Vegas Wash Comprehensive Adaptive Management Plan and established a basic understanding of the parties concerning implementation of the plan and their respective roles in that implementation through the Management Advisory Committee (MAC); and

WHEREAS, in November 2007, the parties to this agreement, along with the City of North Las Vegas and the Clean Water Coalition, entered into an agreement that established the Las Vegas Valley Watershed Advisory Committee (LVVWAC). The LVVWAC assumed the responsibilities of the MAC and provided that the LVVWAC would continue implementation of the Las Vegas Wash Comprehensive Adaptive Management Plan, along with establishing a cohesive direction and integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead; and

WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a staff team to coordinate this effort; and

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2010/2011; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or $264,938) to be paid from the revenues derived from the water wholesale delivery charge; and

WHEREAS, it is the desire of all parties to this agreement to allocate the monetary responsibility for contribution to said capital and infrastructure budget as well as the parties' respective monetary contributions to the estimated Las Vegas Wash operating budget.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation

District, City of Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

Section 1: Capital Improvements Budget

It is agreed that the budget for capital improvements and associated activities for 2010/2011 are included in the 2010-11 Project Work Plan of the Amended Las Vegas Wash Capital Improvements Plan. The 2010-11 Project Work Plan shows a total funding of $36,553,857 for calendar years 2010 and 2011. The 2010-11 Project Work Plan includes funding for design activities at five channel stabilization dam sites, construction activities for four channel stabilization dams, revegetation of six disturbed construction sites, plant nursery stock development, biological surveys, emergency action planning, debris removal, construction equipment rental, and construction materials transportation.

Funding for capital projects will come from monies generated from 4% of gross revenue from the ¼ cent sales tax, federal partners, and other available sources.

The Authority will require its contractors to indemnify, defend and hold harmless the Parties to this Agreement against any and all claims, causes of action, judgments, and/or fees arising out of the contractor's acts and/or omissions related to its performance of any contract for the Authority.

The Authority will also require its contractors to name each party to this Agreement as an additional insured on the contractor's insurance policy.

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2010/2011 is estimated to be $2,991,173. It is anticipated that there will be federal funding from the Bureau of Reclamation available to augment the parties' contributions. Said federal funding is estimated to be approximately $1,026,000. Grants are anticipated to augment the operating budget in the amount of $1,302,828. This will leave $662,345 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute $264,938 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that $397,407 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is an Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs included in the 2010/2011 operating budget.

a) Funding of Local Share:

It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the local share or

$662,345 of the total operating budget for the Las Vegas Wash for fiscal year 2010/2011:

i) Authority Purveyor Members acknowledge that the Authority shall pay 40% ($264,938) of the local share using revenues derived from the water wholesale delivery charges paid to the Authority by the Authority Purveyor Members.

ii) Authority "Wastewater Discharge Members" shall pay 40% ($264,938) of the local share as follows:

The City of Henderson, as a discharger, will be responsible for payment of 10% of the $264,938 or $26,494;

The Clark County Water Reclamation District will be responsible for 51.5% of the $264,938, or $136,443;

The City of Las Vegas will be responsible for 38.5% of the $264,938, or $102,001.

iii) Clark County will pay 10% of the local share ($66,235).

iv) Clark County Regional Flood Control District will pay 10% of the local share ($66,235).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2010/2011.

Section 4: Effective Date

This agreement becomes effective when the duplicate originals are executed and dated by all parties, realizing that each entity, by necessity, must approve and execute the subject document at different places and on different dates.

Section 5: Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable under any other part of this agreement.

Section 6: Governing Law

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this agreement.

Section 7: Third Party Beneficiaries

This agreement is intended only to benefit the parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

Section 8: One Time Agreement

It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

SOUTHERN NEVADA WATER AUTHORITY

Shari Buck

Shari Buck, Chair

Approved as to form:

Brian Chally, Deputy Counsel

Approved on March 18, 2010, by the Board of Directors for the Southern Nevada Water Authority.

Attest:

Beverly K. Bridges, CMC, City Clerk

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Approved As to Form:

Tom Green, City Attorney

Approved on _____, by the City Council for the City of Las Vegas.

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

SOUTHERN NEVADA WATER AUTHORITY

_____
Shari Buck, Chair

Approved as to form:

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

_____
Brian Chally, Deputy Counsel

Attest:

CITY OF LAS VEGAS

Beverly K. Bridges, ~~CMC~~ MMC, City Clerk

Oscar B. Goodman, Mayor

Approved As to Form:

Approved on May 5, 2010, by the City Council for the City of Las Vegas.

John S. Ridilla
~~Teri Ponticello, City Attorney~~

John S. Ridilla
Deputy City Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

Attest:

Selena Mercado, Acting City Clerk

Monica Martinez Simmons, MMC
City Clerk

CITY OF HENDERSON

Andy Hafen, Mayor

COUNCIL ACTION
JUN 15 2010

Approved As To Form:

Elizabeth Macias Quillin, City Attorney

Approved on _____, by the City Council for the City of Henderson.

CLARK COUNTY WATER RECLAMATION DISTRICT

Richard Mendes, General Manager

Approved As To Form:

Carolyn Campbell, Deputy District Attorney

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

Attest:

CITY OF HENDERSON

_____
Monica Martinez Simmons, MMC
City Clerk

_____
Andy Hafen, Mayor

Approved As To Form:

Approved on _____, by the City Council for the City of Henderson.

_____
Elizabeth Macias, City Attorney

CLARK COUNTY WATER RECLAMATION DISTRICT

_____
Richard Mendes, General Manager

Approved As To Form:

Approved on May 18, 2010, by the Board of Trustees for the Clark County Water Reclamation District.

Carolyn Campbell
Carolyn Campbell, Deputy District Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

Attest:

Diana Alba, County Clerk

CLARK COUNTY

Rory Reid, Chairman

Approved As To Form:

Mary Ann Peterson, Deputy District Attorney

Approved on 6/1/10, by the Board of County Commissioners for Clark County (Parks & Recreation)

Attest:

Carolyn M. Frazier, Board Secretary

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

Lawrence L. Brown, III, Chairman

Approved As To Form:

Christopher Figgins, Clark County Chief Deputy District Attorney

Approved on _____, by the Board of Directors for the Clark County Regional Flood Control District.

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

Attest:

CLARK COUNTY

_____
Diana Alba, County Clerk

_____
Rory Reid, Chairman

Approved As To Form:

Approved on _____, by the Board of County Commissioners for Clark County (Parks & Recreation)

_____
Mary Ann Peterson, Deputy District Attorney

Attest:

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

Carolyn M. Frazier
Carolyn M. Frazier, Board Secretary

Lawrence L. Brown III
Lawrence L. Brown, III, Chairman

Approved As To Form:

Approved on May 20, by the Board of Directors for the Clark County Regional Flood Control District.

Christopher Figgins, Clark County
Chief Deputy District Attorney

Attachment A
Operating Budget Narrative
FY 2010/2011

MATERIALS, SUPPLIES, EQUIPMENT, TRAVEL -- TOTAL $62,370

Funding in the amount of $62,370 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, refreshment supplies, subscriptions/publications and travel.

OFFICE LEASE AND RENTALS – TOTAL $54,740

Funding in the amount of $54,740 is requested for the office space located at 100 City Parkway and for one storage unit located on Martin Luther King Boulevard.

SALARIES AND BENEFITS – TOTAL $545,235

Funding in the amount of $545,235 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS – TOTAL $2,328,828 (LOCAL CONTRIBUTION $0)

The total research and studies budget is $2,328,828. Of this, the local contribution is $0, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the CAMP and to meet state and federal environmental compliance requirements.

Budgeted Items	Amount
Materials, Supplies, Equipment, Travel	$62,370
Office Lease	$54,740
Salaries and Benefits	$545,235
Research and Studies Projects	$2,328,828
TOTAL FY 10/11 BUDGET	**$2,991,173**
BUREAU OF RECLAMATION CONTRIBUTION	$1,026,000
OTHER CONTRIBUTION/GRANTS	$1,302,828
LOCAL CONTRIBUTION	$662,345