

INTERLOCAL CONTRACT FOR AGGREGATION OF RENEWABLE ENERGY BENEFITS

This INTERLOCAL CONTRACT ("Agreement") is made and entered into this ____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation with the State of Nevada ("City") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("SNWA"). City and SNWA are individually referred to as "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

Whereas, SNWA has the ability to aggregate and market Renewable Energy Benefits ("REB" or "REBs"); and

Whereas, SNWA and City desire to enter into an agreement under which SNWA will provide those services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. This Agreement is applicable to renewable energy benefits owned by the City for which revenue quality meter data is directly accessible to the SNWA or the SNWA's Qualified Reporting Entity ("QRE").
2. SNWA or QRE shall:
 - A. Assist with registration of the Entity's generators;
 - B. Post, on a regular basis as required by the jurisdiction, the entity's meter data in the appropriate jurisdiction tracking system;
 - C. Work on behalf of the entity as its Agent to obtain certification of the REBs;
 - D. Stay abreast of various REB market alternatives and determine the best market option;
 - E. Aggregate Entity's REBs with SNWA's certified REBs and the REBs of other agencies or entities that have signed a REB aggregation agreement with SNWA;

- F. Prior to executing a sale to a third party, notify the Entity of a proposed sale and the value that can be expected and, with the Entity's agreement, will make certified sales.
3. City shall:
- A. With the assistance of SNWA or QRE, register its renewable energy systems in any agreed upon jurisdictions;
 - B. Be responsible for all costs associated with registration of its systems;
 - C. Maintain the renewable generator in compliance with the registration jurisdiction;
 - D. Provide or make available to SNWA or QRE all information required to achieve certification of energy output and to facilitate desired sales transactions.
4. City recognizes that SNWA is making its best effort to maximize the value of the REBs and will hold SNWA harmless if better pricing or a different market opportunity is or could be subsequently located in the market.
5. The term of the Agreement will be for one year, renewing automatically at the end of each calendar year. SNWA or its financial billing agent will remit payment to the Entity within 30 days of the SNWA receiving payment for REBs that have been sold and shall not subtract any administration fee.
6. Either SNWA or City may terminate the Agreement upon sixty (60) days written notice to the other Party. All existing commitments or obligations prior to the termination date survive the termination, and the Parties continue to be bound to those existing commitments or obligations.
7. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.
8. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to activities contemplated herein, and supersedes all prior and contemporaneous oral and written agreements and discussions related to the terms and conditions herein.
9. 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 any other part of this Agreement.
10. 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.

11. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

12. The laws of the State of Nevada will govern as to the interpretation and validity of this Agreement. Venue for any action shall be in state or Federal District Court in Clark County, Nevada.

13. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date first above written.

ATTEST:

CITY OF LAS VEGAS

Beverly K. Bridges, CMC, City Clerk

By _____
Carolyn G. Goodman, Mayor

Date: _____

APPROVED AS TO FORM:

John S. Ridilla 9/26/11
Deputy City Attorney
John S. Ridilla
Deputy City Attorney

ATTEST:

SOUTHERN NEVADA WATER AUTHORITY

Patricia Mulroy
Patricia Mulroy, General Manager

By Shari Buck
Shari Buck, Chair

Date: 9-15-11

APPROVED AS TO FORM:

Brian V. Chally
Brian V. Chally, Deputy General Counsel