

R-9-99

**RESOLUTION ADOPTING COOPERATIVE AGREEMENT**

BE IT RESOLVED by the Board of Trustees of the Clark County Sanitation District, the Board of Directors of the Las Vegas Valley Water District and the City Councils of the City of Las Vegas, City of North Las Vegas, and City of Henderson, that the following Cooperative Agreement is hereby adopted and approved:

**COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this 17th day of February, 1999, by and between the CITIES OF LAS VEGAS, NORTH LAS VEGAS and HENDERSON, municipal corporations of the State of Nevada ("Cities"), the CLARK COUNTY SANITATION DISTRICT, and the LAS VEGAS VALLEY WATER DISTRICT, both political subdivisions of the State of Nevada ("Districts").

**WITNESSETH:**

WHEREAS, the continued growth in the Las Vegas Valley has created increasing demands on potable water which can be met by the prudent use of this limited resource; and

WHEREAS, the Cities and Districts recognize that reclaimed water is an important resource which can be used in lieu of potable water by large turf irrigators such as golf courses, parks, schools and, for other industrial and commercial uses, thereby reducing the demand for potable water; and

WHEREAS, reclaimed water is available to the Cities and Districts for commercial and industrial use; and

WHEREAS, there is a benefit for the parties to this Agreement to participate in authorizing a joint study to be conducted by Black and Veatch, LLP, an engineering firm with the requisite

expertise in the area of recycled water in the Las Vegas Valley, which will maximize its use and thereby ensure maximum availability of potable water for future growth needs; and

WHEREAS, the parties hereby recognize their respective needs, and desire to enter into an agreement to share the cost of an area-wide reuse study to be used for future water resource planning; and

WHEREAS, the Cities and Districts have the authority to enter into this Agreement pursuant to NRS 277.045.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**SECTION 1. Coordinator of Study:** The City of Las Vegas will serve as the lead agency of the study, entering into and administering the contract with Black and Veatch, LLP.

**SECTION 2. Elements of Study:** The area-wide reuse study will include, but is not limited to, the following tasks: identifying existing regulations and recommend revisions, if necessary; identifying existing and future demands for reuse water; evaluating all possible acceptable applications for recycled water, e.g. irrigation, commercial and industrial uses; identifying sources and respective quantities of potential reuse supply; determining the suitability of respective reuse qualities of sources for the proposed uses; identifying type and sources of augmenting supplies to meet summer peak demands; identifying additional customers or means to utilize excess winter reuse quantities; defining alternative schemes which identify sites for treatment facilities and preliminary routings for delivery systems; and preparing order of magnitude cost estimates for the various alternative scenarios. The agencies will jointly prepare and

agree to a Scope of Services consistent with the elements identified in Section 2. The Scope of Services must be approved by the City Managers of the Cities of Las Vegas, Henderson, and North Las Vegas, the Director of the Clark County Sanitation District, and General Manager of the Las Vegas Valley Water District.

**SECTION 3. Cost of Study:** The cost of the overall study shall not exceed \$250,000, and each participant's share shall be equal and shall not exceed \$50,000. Should the cost be less than \$250,000, each participant's contribution shall be adjusted to maintain equal participation in the costs. Each participant shall reimburse the Coordinator of the Study, the City of Las Vegas, for study costs within 30 days of being invoiced by the City of Las Vegas.

**SECTION 4. Term:** This Agreement will continue in force and effect for a term of two (2) years from the date of approval by the governing board of the last party or until the study is completed, whichever term is longer.

**SECTION 5. Assignment:** This Agreement does not constitute a commitment for water service. Neither this Agreement, nor any interest therein, may be assigned without prior written consent of the non-assigning parties.

**SECTION 6. Notices:** All invoices and notices under this Agreement shall be in writing and shall be deemed to be delivered on the earlier to occur of (I) the date of actual receipt of the Notice (regardless of how it is delivered), and (II) whether or not actually received, two days after the notice has been deposited in the United States Mail, postage paid, registered or certified mail, return receipt requested,

addressed to the City or District, as the case may be, at the addresses set forth below:

TO CITIES: City Manager, City of Las Vegas  
400 E. Stewart Ave  
Las Vegas, Nevada 89101

City Manager, City of North Las Vegas  
2200 Civic Center Drive  
North Las Vegas, Nevada 89030

City Manager, City of Henderson  
240 Water Street  
Henderson, Nevada 89015

TO DISTRICTS: Director, Clark Co. Sanitation District  
5857 E. Flamingo Road  
Las Vegas, Nevada 89122

General Manager, Las Vegas Valley Water Dist.  
1001 S. Valley View Boulevard  
Las Vegas, Nevada 89153

The parties may change the name and address set forth above provided the party gives written notice of such change to the other party in the manner provided in this Section.

**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. State Law:** The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

**SECTION 9. Severability:** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable by the laws applicable thereto, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Agreement, and all provisions, covenants

and conditions of this Agreement, and all applications thereof, not held to be invalid, void or unenforceable shall continue in full force and effect.

**Section 10. Effective Date:** This Agreement will become effective on the date of the last execution by the final party hereto and will have no force and effect until executed by all parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the first day set forth above.

ATTEST:

*Dushara...*  
City Clerk

CITY OF LAS VEGAS

By *Jan Laverty Jones*  
JAN LAVERTY JONES Mayor

APPROVED AS TO FORM:

*Robert S. Zylva 5-6-99*  
City Attorney

ATTEST:

*Shirley B. Paragon*  
Clerk

CLARK CO. SANITATION DIST.

By *Dario Herrera*  
DARIO HERRERA, Chairman

APPROVED AS TO FORM:

*Paul D. ...*  
Deputy District Attorney

APPROVED AS TO FORM:

*Shauna Hugh*  
City Attorney

CITY OF HENDERSON

*James B. Gibson*  
JAMES B. GIBSON, Mayor

COUNCIL ACTION

ATTEST:

*Thomas P. Simmons*  
City Clerk

FEB 16 1999

FEB 17 1999

APPROVED AS TO FORM:

*Charles E. ...*  
City Attorney

CITY OF NORTH LAS VEGAS

*Michael L. Montandon*  
MICHAEL L. MONTANDON, Mayor

ATTEST:

*E. ...*  
City Clerk

APPROVED AS TO FORM:

*James H. ...*  
Attorney

LAS VEGAS VALLEY WATER DIST.

*Myrna Williams*  
MYRNA WILLIAMS, President

ATTEST:

*Paulroy*  
Secretary