

R-143-98**RESOLUTION ADOPTING COOPERATIVE AGREEMENT**

BE IT RESOLVED by the Board of Trustees of the Clark County Sanitation District, and the Council of the City of Las Vegas, that the following Cooperative Agreement is hereby approved:

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this 21st day of December, 1998, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and CLARK COUNTY SANITATION DISTRICT, a political subdivision of the State of Nevada (the "District").

W I T N E S S E T H:

WHEREAS, the rapid development occurring within the Las Vegas Valley has created an increasing demand on potable water and the treatment of wastewater generated by new development; and

WHEREAS, the City and District recognize that recycled water is an important resource which can be used in lieu of potable water by large turf irrigators such as parks, schools and golf courses, thereby reducing the summer peak demands for potable water; and

WHEREAS, the District is constructing the Desert Breeze Water Resource Center (the "WRC") which will require additional wastewater flows in order to meet the recycled water demands of potential users thereof; and

WHEREAS, by diverting wastewater flows to the District's Twain Interceptor at or near the source of the generation, the City eliminates a lift station, eliminates the expense and public inconvenience of constructing additional sewer interceptors to transport the wastewater across the City to its current facility located in the eastern section of the Las Vegas Valley; and

WHEREAS, in constructing the WRC and diverting the wastewater flows the District

reduces the discharge of treated effluent to Lake Mead by way of the Las Vegas Wash; and

WHEREAS, the parties hereby recognize their respective needs, and desire to enter into an agreement whereby the District will construct at its expense pipelines (the "Interconnects") connecting City sewers to District sewer lines and the City will pay to the District the cost of wastewater treatment; and

WHEREAS, the City and the District 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. **District Facilities.** The District agrees to design, construct, operate and maintain the Interconnects connecting the City's wastewater collection system to the District's system. The location of the Interconnects from the connections onto the City's wastewater collection system to the District's wastewater collection system is shown in Attachment A. The District will own the Interconnects from the point of connection to the City lines to the District's system.

SECTION 2. **Wastewater Flows/Diversion.** The City agrees to allow the District to divert wastewater from the City's system. Flows shall not exceed 6,000,000 gallons of wastewater per day calculated on an average day basis. All flow which is presently tributary to the City's lift station located at Durango Drive and Desert Inn Road shall be permanently diverted to the District's Twain Interceptor providing for the elimination of the City's lift station. Flows from the City's Sahara Avenue sewers shall also be diverted to the District's system. Adjustable gates will be installed by the District for each connection between the City and District systems. Flow level monitoring information will be jointly accessible to the City and District and flow levels will be adjusted by the District so as to minimize potential odors, as mutually agreed upon by the City and District.

SECTION 3. **Metering/Monitoring.** The District agrees to meter wastewater flows through

the Interconnects and the method of measurement will be by an ADS permanent ultrasonic system or equivalent. All information from monitoring equipment/systems will be accessible by both the City and the District.

SECTION 4. **Connections.** Future direct connections to the Interconnects will not be permitted.

SECTION 5. **Treatment Costs.** In return for the District providing treatment of the wastewater from the City, the City agrees to pay to the District 58¢ per 1,000 gallons which is to be billed by the District on a quarterly basis. This rate may be adjusted on an annual basis, if needed, based upon actual cost of treatment and such adjustment may be made without need for formal amendment, upon written notice by the District. The City and the District agree to mutually share financial information regarding the finance and operation of the Interconnects and WRC, as requested, but not more than annually, which will be used as a basis for verifying the treatment rate. The City agrees to provide payment within thirty (30) days of receipt.

SECTION 6. **Term.** This Agreement will continue in force and effect for a term of thirty (30) years from the date of approval by the governing board of the last party to approve the Agreement. After that date, the Agreement will continue indefinitely until it is terminated by either party after one year's written notice.

SECTION 7. **Pretreatment.** The City shall enforce applicable City and Federal industrial pretreatment regulations for that portion of City wastewater received by the District and both parties shall abide by the Pretreatment Memorandum of Agreement dated March 18, 1992.

SECTION 8. **Permits/Reuse Approvals.** The District will be responsible for obtaining approval, if required, to exceed the reuse cap imposed on the District contained in the Cooperative

Agreement by and between the Big Bend Water District, City of Boulder City, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Sanitation District, and the Las Vegas Valley Water District as amended January 1, 1992. The District is responsible to obtain applicable approvals, if required, for matters relating to air quality and water quality permits.

SECTION 9. **Liability.** Except as provided in Section 7, the District agrees to assume full responsibility for the treatment and reclamation of the wastewater received from the City, in accordance with the District's National Pollutant Discharge Elimination System (NPDES) Permit issued by the Nevada Division of Environmental Protection (NDEP), and any other subsequent amendments thereto, and any other regulation or standard set by the (NDEP) with regards to operating the WRC.

SECTION 10. **Assignment.** This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without prior written consent of the non-assigning party.

SECTION 11. **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), or (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 City:	City Manager City of Las Vegas 400 East Stewart Avenue, 10 th Floor Las Vegas, Nevada 89101
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To District: Director
Clark County Sanitation District
5857 E. Flamingo Road
Las Vegas, Nevada 89122

Either party 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 12. **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 13. **State Law.** The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

SECTION 14. **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.

All applications thereof, not held to be invalid, void or unenforceable shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

Approved by

CITY OF LAS VEGAS

By *Jan Laverty Jones*
JAN LAVERTY JONES, Mayor
"City"

Approved by the City Council on

December 21, 1998.

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Sylvan 11-13-98
ROBERT S. SYLVAN
Deputy City Attorney

Approved by

CLARK COUNTY SANITATION DISTRICT

By *Lance Malone*
LANCE MALONE, Chairman
Board of Trustees

"District"

Approved by the Board of Trustees on

December 15, 1998.

ATTEST:

Loretta Bowman
LORETTA BOWMAN, Clerk

APPROVED AS TO FORM:

Paul Johnson
Paul Johnson
Deputy District Attorney