

RESOLUTION NO. 21-004
(of the Clark County Water Reclamation District)

A RESOLUTION DELEGATING AUTHORITY TO THE GENERAL MANAGER UNDER THE CONDITIONS SET FORTH IN "AUTHORITY DELEGATED BY THE BOARD OF TRUSTEES TO THE GENERAL MANAGER"

WHEREAS, the Clark County Water Reclamation District ("District") is a duly created governmental subdivision of the State of Nevada, existing pursuant to the provisions of NRS Chapter 318; and

WHEREAS, the Board of Trustees ("Board") has the power to prescribe the duties of the General Manager pursuant to the provisions of NRS Chapter 318; and

WHEREAS, the Board has delegated certain authority to the General Manager through twelve (12) specific resolutions beginning in 1983, which are listed in Attachment A and include, but are not limited to purchasing goods and services, sale of excess property and advertising for construction projects (NRS Chapters 332 and 338 – authorized representative), approving work modifications of construction contracts, establishing records retention schedules, resolving indemnified claims, approving interlocal sewer service contracts, executing Recreation and Public Purposes Act renewal leases, and reserving capacity for governmental use; and

WHEREAS, the authorities delegated to the District General Manager, or designee, have been consolidated and augmented in the document at Attachment B titled "Authority Delegated by the Board of Trustees to the General Manager" ("GM Authority"), to clarify outdated resolutions, fill identified gaps in authority needed to effectively manage District daily operations (including but not limited to, emergency declaration and employee recognition), and provide for a single source document for easier reference and administration of General Manager authority.

NOW, THEREFORE, BE IT RESOLVED by Resolution of the Board of Trustees (the "Board") for the Clark County Water Reclamation District ("District"), the District's General Manager is vested with the authority delegated by the Board as referenced the GM Authority at Attachment B. Along with the specific authority delegated hereby, the District's General Manager is vested with all authority necessary or incidental to or implied from the specific authority granted herein. The grant any specific authority in this resolution shall not be considered as a limitation upon any authority necessary or appropriate to carry out the purposes and intent of these specific authorities in the management of the District's business affairs. The District's General Manager may delegate to a designee, in writing, any authority delegated to the General Manager by this resolution. Notwithstanding this grant of authority, the General Manager retains the discretion to present any matter covered herein to the Board for approval, or otherwise refrain from exercising such authority.

Attachment A

Resolutions to Be Superseded and Repealed by Resolution No. 21-004

1. 83-001
Resolution authorizing the Sanitation District Director or his designee, to sign contracts to the limits provided in NRS 332.035 (for purchase of goods/service/expenditures under \$10,000)
2. 85-006
A resolution authorizing the Sanitation District Director to advertise and solicit bids for the purchase of budgeted supplies, equipment, and service, and construction projects
3. 88-009
A resolution to execute lease renewals for Recreation and Public Purposes leases of the Bureau of Land Management, and to pay rental fees on all such leases
4. 89-002 (Repealed)
A resolution establishing a regulation for the issuance of System Development Approvals in the Las Vegas Valley where existing sewer lines are at or near capacity
5. 93-005
A resolution establishing a policy for approval of work modifications for District-owned construction projects and work related thereto
6. 93-018
A resolution authorizing the District Director or his designee to contract on the behalf of the District up to and including \$25,000
7. 94-007
A resolution authorizing the Sanitation District Director to approve and sign sewer service interlocal contracts with the City of Las Vegas, City of Henderson, and City of North Las Vegas under certain circumstances
8. 95-009
A resolution authorizing the District Director or his designee, to sell surplus District personal property up to and including \$25,000 but not to exceed \$100,000 in any fiscal year
9. 18-003
A resolution amending Resolution 94-007 to update the form interlocal agreement for sewer service and to incorporate an owner acknowledgement
10. 18-004
A resolution repealing and replacing resolution 13-002 establishing the authority of the authorized representative of the governing body as provided in NRS Chapter 332 and NRS Chapter 338
11. 19-004
A resolution superseding and replacing the existing Clark County Water Reclamation District's records retention schedule with a new records retention schedule as necessary, and authorizing the General Manager to approve, implement, manage, and amend a records management policy
12. 20-001
A resolution authorizing the General Manager to defend and resolve indemnified claims

Attachment B

Authority Delegated by the Board of Trustees to the General Manager

INTRODUCTION

Since 1983 the Clark County Water Reclamation District Board of Trustees (Board) has delegated specific authorities to the General Manager which included purchasing of goods and services, sale of property, advertising for bids, approving interlocal agreements, approving work modifications, records retention, renewal of leases, and reservation of sewer capacity. The purpose of the “Authority Delegated by the Board of Trustees to the General Manager” (“GM Authority”) is to consolidate, augment, clarify, and fill identified gaps in these outdated resolutions. This single source document will be easier to reference and administer and supersedes all previous resolutions which delegated Board authority to the General Manager.

By this resolution, the Board has delegated authority to the General Manager in this “Authority Delegated by the Board of Trustees to the General Manager” (“GM Authority”). Along with the specific delegated authority, the General Manager is vested with all authority necessary or incidental to or implied from the specific authority granted by this resolution. The grant of any specific authority in this resolution shall not be considered as a limitation upon any authority necessary or appropriate to carry out the purposes and intent of these specific authorities in the management of the District’s business affairs. The General Manager may delegate to a designee, in writing, any authority delegated to the General Manager by this resolution. Notwithstanding this grant of authority, the General Manager retains the discretion to present any matter covered herein to the Board for approval, or otherwise refrain from exercising such authority.

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Article I: Purchasing and Public Works Projects

- A. The sale of surplus District personal property.
 - 1. District personal property may be sold under the following conditions:
 - a. The value of the property to be sold is \$25,000 or less; and
 - b. The total value of sales in any given fiscal year under this authorization is \$100,000 or less; and
 - c. The property to be sold is surplus in that, either the property is:
 - i. No longer economically feasible to maintain,
 - ii. No longer needed for the District's operations, or
 - iii. The property is being replaced.
- B. The purchasing authority of the General Manager as Authorized Representative of the governing body as provided in NRS 332 and NRS 338.
 - 1. The administrative adoption, at the General Manager's discretion and without seeking further Board approval, any Fiscal Directive (or portion thereof) issued by the Clark County ("County") Manager.
 - 2. The General Manager performance of the duties provided for in NRS Chapter 332, as amended, as follows:
 - a. Determine information that is considered proprietary.
 - b. Advertise all contracts over \$100,000 annually unless otherwise exempt from competitive bidding; enter into contracts without advertising when the contract is \$100,000 annually or less; and maintain a record of all requests for bids and bids received.
 - c. Utilize on-line bidding to receive bids submitted in response to a request for bids, and establish procedures therefore.
 - d. Award a contract, for a bid that has been advertised or requested, to the lowest responsive and responsible bidder; give preference for recycled products; and terminate and re-award contracts.
 - e. Establish procedures for protest of award of contract, period of filing, contents, posting and dispositions of bond or security, stay of action and immunity of governing body from liability to bidder.
 - f. Reject any or all bids received in response to a request for bids.
 - g. Determine the responsibility of any bidder.
 - h. Approve the assignment of contracts.
 - i. Determine requirements for bid bonds, performance bonds, payment bonds, or any combination thereof.
 - j. Issue a contract or contracts necessary to contend with emergency situations affecting the public health, safety or welfare; and report back to the Board on actions taken.
 - k. Award contracts not adapted to competitive bidding to include banking, financial institutions, cellular and/or telecommunication and internet providers whereby accounts are established or credit, procurement and/or fuel cards are issued, except awards for professional services contracts.
 - l. Award a contract to an organization or agency whose primary purpose in the training and employment of persons with mental or physical disabilities.
 - m. Enter into contracts with a certified common carrier for interstate or intrastate carriage of persons or property or solicit informal rate quotations for those services.

- n. Purchase supplies, materials or equipment at any public auction, closeout sale, bankruptcy sale, sale of merchandise left after an exhibition, or other similar sale without competitive bidding.
 - o. Enter into a contract without competitive bidding if, after advertising for bids, no bids were received.
 - p. Solicit and accept advantageous trade-in allowances for personal property determined to be no longer required for public use.
 - q. Join or use the contracts and/or include any renewal periods exercised by the lead agency of other local and state governments, including, but not limited to the State of Nevada.
3. The execution of purchasing and contracts functions as provided for in NRS Chapter 332 as long as the guidelines listed below are followed:
- a. The requirements of applicable fiscal directives are complied with; and
 - b. The requirements of the Local Government Purchasing Act have been met; and
 - c. The money to fund the contract is appropriated for that purpose in the budget and approved by the Board; and
 - d. The total value of award for the procurements of goods and non-professional services is not more than \$1,000,000; and
 - e. The total value of award for professional services is not more than \$1,000,000; and
 - f. Only the no-cost time extensions and no-cost changes to the scope of work on all contracts are approved unless the Board has previously authorized the annual spending authority and any applicable percentage increases; and
 - g. A formal protest has not been received or if received, the protest has been resolved; and
 - h. Awards and amendments are reviewed by either the District Attorney's office or the District General Counsel; and
 - i. Only contracts awarded in accordance with NRS Chapter 332 are applicable; and
 - j. A quarterly report is provided to the Board, through the County Manager's Office, that defines all purchases over \$100,000 annually awarded in accordance with this resolution for the given quarter.
4. The performance of the duties provided for in NRS Chapter 338, as amended from time to time, as follows:
- a. Determine the contractor to be responsible and responsive and/or best bidder.
 - b. Award public work contracts, which cost is \$50,000 or less, and solicit a bid from at least one properly licensed contractor.
 - c. Award public work contracts, for which the cost is more than \$50,000 but not more than \$100,000 to the lowest responsive and responsible bidder.
 - d. Advertise a contract for a public work for which the estimated cost exceeds \$100,000, unless an emergency has been declared; and award a contract for which the estimated cost is over \$100,000 up to \$1,000,000 to the lowest responsive and responsible bidder.
 - e. Advertise a contract for a public work for which the estimated cost exceeds \$100,000, unless an emergency has been declared; and if the estimated cost exceeds \$2,000,000, submit the proposed contract to the Board to award the contract to the contractor that submits the lowest responsive and responsible bid or best bid.
 - f. Award a contract to a specialty contractor; and, when required, terminate contract for cause or convenience.

- g. Award a contract or contracts necessary to contend with emergency situations affecting the public health, safety or welfare; and report back to the Board on actions taken.
 - h. Reject any bids received in response to a request for bids; and, when required, terminate contracts for cause or convenience.
 - i. Rescind the award of a contract, before the commencement of work, if it is discovered that the person to whom the contract was awarded is not licensed or that the contract would exceed his license limit; and accept the next lowest bid from a responsive and responsible bidder without requiring that new bids be submitted.
 - j. Require the posting of a bond from a person filing a notice of protest.
 - k. Object to and/or approve the substitution of subcontractors listed in an awarded bid.
 - l. Approve contracts with, or reimbursements to, utility companies in any amount, when required to complete a public works project.
5. The execution of public work purchasing functions as provided for in NRS Chapter 338 as long as the guidelines listed below are followed:
- a. The requirements of NRS Chapter 338 for Public Works have been met; and
 - b. The requirements of applicable fiscal directives are complied with; and
 - c. The money to fund the contract is appropriated for that purpose in the budget and approved by the Board; and
 - d. The total value of award for the procurements of PUBLIC WORKS is not more than \$2,000,000; and
 - e. Only the no-cost time extensions and no-cost changes to the scope of work on all contracts are approved; and
 - f. A formal protest has not been received or if received, the protest was withdrawn by the protesting bidder in writing; and
 - g. Awards are reviewed by either the County's District Attorney's office or the District General Counsel; and
 - h. A quarterly report is provided to the Board, through the County Manager's Office, that defines all public work contracts over \$100,000 awarded in accordance with this resolution for the given quarter.

Article II: Construction Project Modifications

A. Approval of work modifications for District-owned construction projects and work

1. To approve and order additions, deletions, or revisions of work elements in any future or existing contract for project management, architectural, or engineering or other professional service, or construction, erection, installation, demolition, remodeling, or hazardous material abatement for any project that provides for the development, expansion, or remodeling of District property, provided that such additions, deletions, or revisions are necessary to the proper functioning of the facilities or the protection and preservation of District property, and that each addition, deletion, or revision comes within some exception to competitive bidding requirements. The cumulative amount of all such authorizations for each contract shall not exceed ten percent (10%) of the original contract price or the original estimated compensation to the contract.
2. Such additions, deletions, or revisions must be reasonable in keeping with the intent, purpose, and scope of the affected contract.
3. The funds, if any, needed to pay for the authorized additions, deletions, or revisions must be available for that purpose in the budget approved by the Board for development, expansion, or remodeling of District property.
4. If possible, written commitment to a lump sum price or credit for the addition, deletion, or revision, prior to granting authorization, will be obtained from the contractor.
5. In the event the General Manager is unable to agree as to the extent of an adjustment in the contract sum or contract time, in order to avoid causing delay in, or disruption of, the contractor's schedule for the completion of the project, or increase in the cost for rework, the General Manager is authorized to issue an order for change for the addition, deletion, or revision to proceed on an extra work basis, subject to the following:
 - a. The estimated cost of the addition, deletion, or revision does not exceed the authorization limits set forth in this Resolution; and
 - b. When change order work is done pursuant to this subsection 5, reports of all labor, equipment, materials, and supplies utilized shall be completed and certified by the contractor and agreed upon by the General Manager. The frequency of the report submittal shall be determined by the General Manager.
6. All work modifications issued pursuant to this Article II will be reported to the Board in writing prior to or as part of project closeout.

Article III: Renewal of Recreation and Public Purposes (RP&P) Act Leases

- A. To sign any renewals for RP&P leases for land leased by the District and to file all necessary documents with, and pay all rental fees to, the Bureau of Land Management, provided the following conditions are met:
1. The total rent over the life of the lease is less than \$25,000.
 2. Funds are appropriated for that general purpose in the budget approved by the Board.
 3. The Board authorized the initial lease and the Board Chairman executed the initial lease.
 4. Use of the property is in the furtherance of the lawful objectives of the District.

Article IV: Vacation and Abandonment of a Public Sewer Easement and Associated Sewer Improvements

- A. The vacation and abandonment of a public sewer easement, provided the following conditions are met:
1. No District funds were expended to construct the sanitary sewer improvements or to acquire the public sewer easement; and
 2. For any sanitary sewer improvements installed within the area of the easement that will continue to be utilized and have not been abandoned and/or will be relocated, all owners of property served or burdened by the sanitary sewer improvements and public sewer easement have:
 - a. Requested the District transfer ownership of the sewer improvements and relinquish the public sewer easement;
 - b. Agreed to assume all responsibility for the operation and maintenance of the sewer improvements, including responsibility for any necessary remediation and any regulatory compliance;
 - c. Agreed to defend, indemnify, and hold the District harmless from and against any and all claims, losses, liabilities, damages, fines and penalties arising out of or resulting from the sanitary sewer improvements, including but not limited to fines and penalties issued by the Southern Nevada Health District or the Nevada Division of Environmental Protection;
 - d. If the sanitary sewer improvements cross multiple parcels of property owned by different entities or individuals, then conveyance of an adequate replacement private sewer easement providing for the operation, maintenance, and repair of the sanitary sewer improvements;
 - e. If no sanitary sewer improvement was ever constructed in the area encumbered by the public sewer easement or if a sanitary sewer improvement was constructed and has been permanently abandoned, all owners of property served or burdened by the public sewer easement have requested or agreed that the District relinquish the public sewer easement; and
 - f. The public sewer easement is of no further benefit to the District and no person has notified the District of any objection to the relinquishment.

Article V: Sewer Service Interlocal Contracts with the Cities of Las Vegas, Henderson and North Las Vegas

- A. Sign any standard interlocal contract for sewer service in a form substantially similar to those in Appendix A and B, for the City of Las Vegas, and Appendix C and D, for the Cities of Henderson and North Las Vegas, provided the following conditions are met:
1. For County property connecting to a non-District sewer system:
 - a. The District has no sewer lines located within 400 feet of the property to be served and within 3 months the District does not intend to construct or acquire a sewer line within 400 feet of the County property to be served; or
 - b. A District sewer line is located within 400 feet of the County property to be served, but has insufficient capacity to serve the County property and the District does not intend to expand the sewer line's capacity within 3 months; or
 - c. Connection to the District sewer system would require installation of a lift station and connection to the non-District sewer system would be by gravity flow and the Southern Nevada Health District has given the property owner a notice requiring connection to a public sewer; or
 - d. Connection to the District sewer system is physically impossible as demonstrated to the satisfaction of the General Manager or designee; and
 - e. The municipality owning the non-District sewer system to which the County property will connect has agreed to provide sewer service to the County property.
 2. For non-County properties connecting to the District sewer system:
 - a. The District sewer system has sufficient capacity to serve the non-County property;
 - b. Connection to the District sewer system will be by gravity flow; and
 - c. The connection does not leave inadequate capacity within the District sewer system to ensure capacity availability for County property.

Article VI: Defend and/or Resolve Disputes and Claims

- A. Participate in the defense and/or resolution of claims asserted against the District in relation to capital improvement projects, where the District is indemnified by the contractor(s) engaged to perform the work, the resolution includes the District receiving funds or the District expending funds less than \$100,000, and the resolution otherwise requires the District to agree to other non-monetary terms and conditions.
- B. To participate in the resolution of disputes with vendors of goods and/or services, where litigation has not commenced, and the terms and conditions of the resolution are generally within the scope of the vendor's contract and include (a) payment by the District for goods or services received, (b) one or more reimbursements to the District of amounts paid to the vendor, (c) a waiver of amounts the vendor claims to be due and owing by the District, and/or (d) other non-monetary terms and conditions.
- C. Resolve all liability claims asserted against the District where the District expends funds less than \$100,000 and the resolution otherwise requires the District to agree to other non-monetary terms and conditions.
- D. Take all actions deemed necessary to protect the District's legal interests, including but not limited to, litigation, arbitrations, administrative proceedings, and other such proceedings, until such time as the Board may adequately consider such actions.

Article VII: Records Retention Schedule

- A. Amend the Records Retention Schedule (Appendix E) so long as such amendment is consistent with Nevada law.
- B. Approve, implement, manage, and amend a records management policy to govern the retention and disposition of records pursuant to the records retention schedule.

Article VIII: Emergency Declaration

- A. To declare an emergency consisting of an occurrence or impending occurrence that is, or likely to be, harmful to life, health, District property, District critical infrastructure or the environment, or District resources are requested to assist public agencies or political subdivisions to save lives or protect property or the health and safety of persons in this state. Upon the declaration of an emergency, the General Manager may exercise the following powers to prevent, mitigate, and/or respond to the declared emergency:
1. Suspend all agreements and contracts during the declaration time period; and,
 2. In coordination with the Multi-Agency Coordination Center, if applicable, utilize and remain in operational control of District employees and/or equipment; and,
 3. Temporarily reassign and direct District personnel and resources; and
 4. Exercise any such powers granted to Clark County, pursuant to NRS Chapter 414 and Clark County Code Chapter 3.04, to the extent those powers may appropriately apply to the District's operations and business activity; and
 5. Exercise any other power granted to the District (expressly or implicitly) by federal, state, or local law, Clark County emergency declarations, and/or the Board of Trustees.

Article IX: Management of Operations and Employees

- A. To manage, control and supervise all the business and affairs of the District.
- B. To acquire, improve, equip, operate and maintain any District project.
- C. Subject to any applicable collective bargaining agreement and merit personnel system:
 - 1. To hire, fire, promote, and retain contractors, officers, agents, and employees and any other persons necessary or desirable to affect the purposes of this authority delegation; and
 - 2. To prescribe the duties of contractors, officers, agents, and employees, and fix their compensation.
- D. Develop and implement an employee recognition program for management and confidential employees to reward extraordinary performance, cost savings to the District, and/or service to District customers and the community. The program may include, but is not limited to, the granting of certificates, awards, gift cards, flex-time, and bonuses, not to exceed a monetary value of \$5,000 as to any single employee in one instance or 10% of base salary annually.

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B – FORM: Interlocal Contract – City of Las Vegas connection to County

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D – FORM: Wastewater Service and Industrial Pretreatment (City of Henderson and City of North Las Vegas)

E – Records Retention Schedule

**APPENDIX A: Interlocal Contract –
County connection to City of Las Vegas**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the _____ day of _____, 20____ by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF _____ ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.060 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by _____ (approximately _____ acres - _____ land; parcel# _____ - _____ - _____ - _____) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.
2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT system development approval for issuance of a Clark County building permit(s).
3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
5. This CONTRACT shall not be deemed to be for the benefit of any entity of person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

By _____

CITY OF _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

Deputy City Attorney

**APPENDIX B: Interlocal Contract –
City of Las Vegas connection to County**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the _____ day of _____, 20____ by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF _____ ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.060 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT provides sewage treatment at its own facilities; and

WHEREAS, CITY sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by _____ (approximately _____ acres - _____ land; parcel# _____ - _____ - _____) which is within the corporate limits of the CITY and beyond the boundaries of the DISTRICT but which is more accessible to sewer service by the DISTRICT; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby DISTRICT will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

7. DISTRICT, at its established rates and in accordance with all DISTRICT resolutions and policies, shall allow connection to DISTRICT sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.
8. Upon adoption of this CONTRACT, CITY will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the DISTRICT. DISTRICT will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the CITY.
9. This agreement shall be for a term of fifty (50) years or when CITY sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.
10. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.
11. This CONTRACT shall not be deemed to be for the benefit of any entity of person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.
12. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

By _____

CITY OF _____

ATTEST:

By _____

APPROVED AS TO FORM:

By _____

Deputy City Attorney

APPENDIX C: ACKNOWLEDGEMENT OF WASTEWATER SERVICES

(City of Henderson and City of North Las Vegas)

APN(S):
RECORDING REQUESTED BY:
[NAME OF PROPERTY OWNER(S)]

RETURN TO:
[ADDRESS OF TREATING JURISDICTION]

ACKNOWLEDGMENT OF WASTEWATER SERVICE

_____, on behalf of _____, a(n) _____ ("Owner"), hereby acknowledges and agrees as follows:

OR

_____, on behalf of _____, a(n) _____, _____, on behalf of _____, a(n) _____, and _____, on behalf of _____, a(n) _____ (collectively, "Owner"), hereby acknowledge and agree as follows:

1. Owner is the fee simple title owner of the real property located within the _____, a _____ (the "Host Jurisdiction") and generally located at _____, Nevada, and currently identified as Assessor's Parcel Number(s) ("APN(s)") _____ (the "Property").
2. Owner has requested that the Host Jurisdiction provide up to _____ (____) equivalent residential units (ERU) of wastewater service to the Property.
3. Owner understands that the Property is more accessible to the wastewater system of _____, a _____ (the "Treating Jurisdiction"), than to the Host Jurisdiction's wastewater system, and as such, wastewater service is initially being provided to the Property by the Treating Jurisdiction.
4. Owner further understands and agrees that (a) as a condition of wastewater service, Owner and each user of wastewater service on the Property is bound by and must comply with the Treating Jurisdiction's policies, procedures, resolutions, ordinances, service rules, design and construction standards, pretreatment program, enforcement response plan(s), and wastewater service charges, rates, fees and non-refundable connection fees, as any of the foregoing is amended ("Treating Jurisdiction Service Rules"); (b) as a condition of wastewater service, Owner and each user of wastewater service on the Property is bound by and must comply with all applicable requirements in the Federal Clean Water Act (33 U.S.C. §1251 et seq.) and the regulations promulgated thereunder (40 CFR Part 403), as either is amended; (c) as a condition of wastewater service, Owner and each user of wastewater service on the Property is bound by and must comply with applicable law, as amended; and (d)

wastewater service is being made available to the Property pursuant to that certain Interlocal Agreement between the Treating Jurisdiction and the Host Jurisdiction dated _____, a true and accurate copy of which is attached hereto as Exhibit A (the "ILA") (Owner understands and agrees that the ILA may be executed by Host Jurisdiction and/or Treating Jurisdiction after this Acknowledgement is signed by Owner, and a fully-executed copy of the ILA will be appended hereto as Exhibit A in the place of an otherwise identical unsigned version of the ILA).

5. Owner received a copy of the ILA, reviewed it, had the opportunity to discuss it with an attorney, and knows of and understands its contents.

6. Owner further understands and agrees that:

(a) the Treating Jurisdiction has the right to terminate wastewater service to the Property in accordance the Treating Jurisdiction Service Rules or as otherwise permitted by applicable law, as amended;

(b) if the Treating Jurisdiction terminates the ILA, terminates the ILA as to the Property, or will otherwise no longer provide wastewater service to the Property (including to Owner and each user of wastewater service on the Property), Owner is obligated to (1) disconnect from the Treating Jurisdiction's wastewater system, (2) apply for wastewater service with the Host Jurisdiction in accordance with the Host Jurisdiction's policies, procedures, resolutions, ordinances, pretreatment program, service rules, and/or design and construction standards in effect at the time of the application(s) and pay the Host Jurisdiction the wastewater service rates, fees, and/or non-refundable connection fees in effect at the time of the application(s), (3) if approved for connection to Host Jurisdiction's wastewater system, construct and pay for wastewater facilities to connect to the Host Jurisdiction's wastewater system in accordance with the Host Jurisdiction's policies, procedures, resolutions, ordinances, pretreatment program, service rules, and/or design and construction standards, as amended, and (4) in connection with wastewater service provided by the Host Jurisdiction, comply with the Host Jurisdiction's policies, procedures, resolutions, ordinances, service rules, design and construction standards, pretreatment program, enforcement response plan(s), and wastewater service charges, rates, fees and non-refundable connection fees, as any of the foregoing is amended;

(c) at no cost to the Host Jurisdiction or to the Treating Jurisdiction, the Host Jurisdiction has the right to require Owner to connect to the Host Jurisdiction's wastewater system if (1) the Host Jurisdiction's wastewater system becomes available (as defined in section 2(b) in the ILA) or (2) the ILA terminates;

(d) neither the ILA nor this Acknowledgment of Wastewater Service serves as an approval of any kind as to the industrial use of the Property or the discharge of non-domestic wastewater to the Treating Jurisdiction's wastewater system;

(e) if Owner wishes to add connections to the Treating Jurisdiction's wastewater system, increase the Property's wastewater discharge beyond the amount the Treating Jurisdiction allocated to the Property at the time of Owner's application for service, or otherwise change the use of Property, Owner must follow all requirements in the Treating Jurisdiction Service Rules before making any such change (there is no guarantee that the Treating Jurisdiction will approve such a change, and the Treating Jurisdiction is not obligated to approve such a change, even if the Host Jurisdiction provides one or more approvals);

(f) the Treating Jurisdiction has discretion to refuse, whether or not the capacity of the Treating Jurisdiction's wastewater system that serves the Property is or will be reached, (1) additional connections at the Property, (2) an

increase in the Property's wastewater discharge beyond the amount the Treating Jurisdiction allocated to the Property, and/or (3) to allow the Property to discharge non-domestic waste;

(g) if the Property is not using the capacity approved for the Property by the Treating Jurisdiction at the time of the Owner's original request for wastewater service, the Owner must provide the Treating Jurisdiction updated projections, and in the Treating Jurisdiction's discretion, the Owner will amend this Acknowledgment of Wastewater Service accordingly;

(h) the Treating Jurisdiction may terminate service to the Property if the capacity of the Treating Jurisdiction's wastewater system (or the wastewater facilities used to provide wastewater service to the Property) is reached as a result of Owner or other user of wastewater service on the Property increasing the Property's wastewater discharge beyond what the Treating Jurisdiction allocated the Property;

(i) the Treating Jurisdiction may bring an enforcement action against Owner, a user of wastewater service on the Property, or another responsible party, impose fines, and take other actions as provided by and in accordance with the Treating Jurisdiction Service Rules;

(j) the Treating Jurisdiction, in its sole and absolute discretion, determines whether a particular wastewater discharger on the Property is a "significant industrial user" or an "industrial user" and whether the discharger must have a wastewater discharge permit;

(k) the Host jurisdiction may withhold, or cause the applicable approval authority to withhold, approval of any applicable building permit, business license, zoning change, or other requested approval or waiver for such a wastewater user or the Property, pending the issuance of any required wastewater discharge permit or a resolution of any outstanding pretreatment/wastewater discharge issue, condition, or other pending approval of/from Treating Jurisdiction; and

(l) Owner is not, in any way, a third-party beneficiary of the ILA.

7. To effect the purposes of or otherwise enforce the Treating Jurisdiction Service Rules, Owner agrees and consents, on its behalf and on behalf of each occupant of the Property, to (a) the Treating Jurisdiction entering upon the Property, (b) the Treating Jurisdiction accessing and inspecting any facility, documents, building or premise on the Property, (c) make the foregoing available to the Treating Jurisdiction upon request at any time in connection with the provision of wastewater service and implementation of the Treating Jurisdiction Service Rules, and (d) allow the Treating Jurisdiction to perform other activities at or upon the foregoing, including sampling, testing, and monitoring.

8. Owner acknowledges and agrees that (a) the ILA may be amended at any time by Host Jurisdiction and Treating Jurisdiction without the consent of, or notice to, Owner, and (b) any amendment to the ILA shall be incorporated into the ILA such that it shall immediately and automatically apply to the wastewater service provided to the Property.

9. Owner authorizes the recording and re-recording of this Acknowledgment of Wastewater Service against the Property with the Clark County Recorder's Office and understands and agrees that (a) the terms of the ILA (along with any amendments thereto), this Acknowledgment of Wastewater Service, and the Treating Jurisdiction Service Rules govern the provision of wastewater service to the Property, if any, by the Treating Jurisdiction; (b) any change or termination of this Acknowledgment of Wastewater Service requires the written consent of Host Jurisdiction and Treating Jurisdiction; and, (b) this Acknowledgment of Wastewater Service constitutes a covenant running with the land and is binding on, and inures to the benefit of, Owner and Owner's heirs, legal

representatives, estates, grantees, successors, successors-in-interest, and assigns to the Property, including any parcels created by the further subdivision of the Property, and any users of wastewater service on the Property.

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APPENDIX D: INTERLOCAL AGREEMENT WASTEWATER SERVICE AND INDUSTRIAL PRETREATMENT

(City of Henderson and City of North Las Vegas)

INTERLOCAL AGREEMENT
Wastewater Service and Industrial Pretreatment

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between _____, a _____ ("Treating Jurisdiction") and _____, a _____ ("Host Jurisdiction"), (individually, a "Party" and collectively, the "Parties").

RECITALS

A. NRS 277.180 provides that one or more public agencies may enter into agreements with other public agencies for the performance of any governmental service, activity, or undertaking that the agency is authorized by law to perform; and

B. The Treating Jurisdiction and Host Jurisdiction each own, operate, and maintain a publicly owned "treatment works" (as the term is defined by 33 USC § 1292(2), as amended) ("POTW") for the collection and treatment of wastewater discharged by customers within their respective jurisdictions; and

C. The Host Jurisdiction's POTW is not as accessible as the Treating Jurisdiction's POTW to provide up to a maximum of _____ (____) equivalent residential units (ERU) of wastewater service to the parcel(s) currently known as Clark County Assessor's Parcel Number(s) ("APN(s)") _____, as shown on the attached Exhibit 1, ("Service Area"), which Service Area is within the service territory of the Host Jurisdiction and outside the service territory of the Treating Jurisdiction; and

D. The Treating Jurisdiction provides wastewater service to its customers pursuant to policies, procedures, resolutions, ordinances, service rules, design and construction standards, Treating Jurisdiction Pretreatment Rules (defined below), and/or wastewater service charges, surcharges, rates, fees and non-refundable connection fees, as any of the foregoing are amended (the "Treating Jurisdiction Service Rules"); and

E. The Host Jurisdiction provides wastewater service to its customers pursuant to policies, procedures, resolutions, ordinances, service rules, design and construction standards, Host Jurisdiction Pretreatment Rules (defined below), and wastewater service charges, surcharges, rates, fees and non-refundable connection fees, as any of the foregoing are amended (the "Host Jurisdiction Service Rules") and, collectively with the Treating Jurisdiction Service Rules, the ("Service Rules"); and

F. The Federal Clean Water Act (33 U.S.C. §1251 et seq.) and the regulations promulgated thereunder (40 CFR Part 403), as either is amended, ("Federal Pretreatment Regulations") and/or the National Pollutant Discharge Elimination System ("NPDES") permit(s) issued by the Nevada Division of Environmental Protection, Bureau of Water Pollution Control to the Treating Jurisdiction and to the Host Jurisdiction, as such permits are amended, require the Parties to each implement and enforce a pretreatment program to regulate and control

wastewater discharges from industrial sources, users, and facilities that discharge to their respective POTW ("Pretreatment Program"); and

G. The Treating Jurisdiction has implemented its Pretreatment Program by enacting and/or implementing resolutions, ordinances, an enforcement response plan, and/or service rules, as any of the foregoing are amended ("Treating Jurisdiction Pretreatment Rules"); and

H. The Host Jurisdiction has implemented its Pretreatment Program by enacting and/or implementing resolutions, ordinances, an enforcement response plan, and/or service rules, as any of the foregoing are amended ("Host Jurisdiction Pretreatment Rules") and, collectively with the Treating Jurisdiction Pretreatment Rules, the ("Pretreatment Rules"); and

I. The wastewater of "industrial users" and "significant industrial users," as those terms are defined under the Treating Jurisdiction Pretreatment Rules and interpreted by the Treating Jurisdiction (collectively, "Industrial Users"), is potentially among the wastewater to be discharged into the Treating Jurisdiction's POTW and then treated by the Treating Jurisdiction; and

J. The Parties desire to enter into an agreement for the discharge of wastewater into the Treating Jurisdiction's POTW from dischargers and Industrial Users, if any, within the Service Area.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

TERMS

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein by this reference as terms to this Agreement.

2. **Term.** This Agreement is effective on the date last approved by a Party through its Council/Board's action (the "Effective Date") and shall terminate in its entirety in accordance with one of the subsections below. Upon the termination of this Agreement, the Treating Jurisdiction preserves and does not waive its right to pursue collection of any outstanding amounts, or enforce any outstanding obligations, owed by the customer or the Host Jurisdiction under the terms of this Agreement as of the date of the termination of this Agreement.

(a) This Agreement will terminate fifty (50) years after the Effective Date.

(b) This Agreement will terminate (1) after Host Jurisdiction wastewater service becomes available to the Service Area, (2) the Host Jurisdiction requires all customers in the Service Area to connect to the Host Jurisdiction's POTW, (3) either Party has provided at least 30 days' prior written notice to the other of such termination, (4) all facilities have been constructed to enable all customers in the Service Area to receive wastewater service from the Host Jurisdiction's POTW (such as service connections and any pumping/lifting facilities), and (5) the Treating Jurisdiction (within 10 business days of Host Jurisdiction's request) disconnects its wastewater facilities from and

ceases to provide wastewater service to all customers in the Service Area. "Available" is defined to mean a Host Jurisdiction wastewater main that has capacity to handle all customer discharge(s) from the Service Area, and that main is located within 400 feet of the Service Area.

(c) Either Party may unilaterally terminate this Agreement in good faith, as to any customer within the Service Area, by providing 36 months' prior written notice to the other Party, the record owner(s) of the real property in the Service Area for which service is being terminated, and the customer(s) of record in the Service Area for which service is being terminated, and identifying in such notice the date that termination is effective and the real property that will no longer be part of the Service Area ("Individual Termination Notice"). If a Party unilaterally terminates this Agreement as to such a customer(s) and real property under this subsection, the Parties' rights and obligations under this Agreement as to that customer(s) and real property shall terminate upon the effective date of the termination, at which time, the Treating Jurisdiction shall have no obligation to provide wastewater service to that customer(s) and real property after the termination is effective, the Host Jurisdiction shall have no obligation to provide wastewater service to that customer(s) and real property except as required by then-applicable law, and the Parties agree to amend Exhibit 1 to remove the real property from the Service Area. If the record owner(s) of the subject real property request wastewater service from the Host Jurisdiction, such record owner(s) shall apply for that service with the Host Jurisdiction in accordance with the Host Jurisdiction Service Rules in effect at the time of the application(s). Should this Agreement be terminated as to all customers of record and real property within the Service Area, this Agreement shall automatically be deemed terminated in its entirety, and such Agreement termination shall be deemed effective as of the termination date identified in the last Individual Termination Notice provided in accordance with the first sentence of this subsection (c), and the Parties are not required to take any action to effect Agreement termination.

(d) If all of the real property in the Service Area becomes part of the service territory of the Treating Jurisdiction through annexation, this Agreement will automatically terminate on the date such annexation becomes effective. The Parties are not required to take any action to effect that termination. If a portion, but not all of, the real property in the Service Area is annexed into the Treating Jurisdiction's service area, the Parties agree the annexed property shall no longer be part of the Service Area on the date such annexation becomes effective and that the Parties will amend Exhibit 1 accordingly.

3. **Confidentiality.** The Parties acknowledge that each shall have the responsibility of complying with the requirements that are set forth in the Treating Jurisdiction Pretreatment Rules, the Parties' Pretreatment Programs, and 40 CFR 403.14, as amended, with respect to the confidentiality of the information and data that each obtains from a customer within the Service Area, subject to any limitations required by applicable law, including but not limited to NRS 239.010, as amended.

4. **Notices.**

(a) Any notice required by this Agreement shall be (1) in writing, (2) delivered by hand-delivery, by email (provided the sending Party does not receive an out-of-office or undeliverable response and delivers an original of the same personally or by a recognized national courier within twenty-four (24) hours after the email transmission), by a recognized national courier, by facsimile (provided the sending Party receives confirmation of successful delivery), or by certified mail (postage prepaid, return receipt requested), and (3) addressed to the other Party at the address set forth below:

FOR HOST JURISDICTION:

(One (1) copy to each, sent simultaneously)

Attention: _____

FOR TREATING JURISDICTION:

(One (1) copy to each, sent simultaneously)

Attention: _____

(b) Such required notice shall be deemed to have been received by the Party to whom it was addressed, if properly delivered in accordance with subsection (a): (1) when delivered, if hand-delivered; (2) on the date the Party sends the email; (3) on the date officially recorded as delivered according to the record of delivery, if delivered by a recognized national courier; (4) on the first business day after the sending Party receives confirmation of successful delivery of the facsimile; or (5) on the third business day, if mailed by certified mail.

(c) A Party may change its contact information for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

5. **Provision of Wastewater Service.** The Treating Jurisdiction, at its established charges and rates, as amended, and in accordance with and subject to the Treating Jurisdiction Service Rules, shall allow customers within the Service Area to connect directly to the Treating Jurisdiction's POTW to receive a total of up to _____ (___) ERU of wastewater service from the Treating Jurisdiction, provided each such customer follows the requirements in the Treating Jurisdiction Service Rules and complies with all other applicable laws, statutes, ordinances, and regulations for the provision of wastewater service to the customer, as any of the foregoing are amended. Each customer within the Service Area shall be deemed a customer of the Treating Jurisdiction as to the wastewater service being provided by the Treating Jurisdiction and is thereby bound by and subject to all Treating Jurisdiction Service Rules, including the Treating Jurisdiction Pretreatment Rules.

6. **POTW Capacity.** Should the capacity of the Treating Jurisdiction's POTW (or just the wastewater facilities used to provide wastewater service to the Service Area) be reached during the term of this Agreement or if more than _____ (___) ERU of wastewater service is requested for the Service Area at the designated point of connection, the Treating Jurisdiction may refuse to allow any new connections within the Service Area to the Treating Jurisdiction's POTW. The Treating Jurisdiction may terminate service to one or more properties or customers in the Service Area if the Treating Jurisdiction exceeds its capacity because such property or customer within the Service Area fails, after 30 days' written notice, to maintain discharges at or below the capacity that was allocated to that property and/or customer(s) in the Service Area upon the initial application for wastewater service to that property and/or customer(s), as such capacity allocation was amended with the Treating Jurisdiction's written approval.

7. **Provision of Wastewater Service to Industrial Users.** Subject to an Industrial User's compliance with the Treating Jurisdiction Service Rules, including the Treating Jurisdiction Pretreatment Rules, and all rights-of-way and easements being granted and conveyed to the Treating Jurisdiction for all Treating Jurisdiction's wastewater facilities, the Treating Jurisdiction agrees to receive and treat wastewater discharged by Industrial Users from within the Service Area to the Treating Jurisdiction's POTW. The Treating Jurisdiction is not obligated to receive and treat non-domestic wastewater and may require an Industrial User to only discharge domestic wastewater to the Treating Jurisdiction's POTW. Nothing contained herein, by itself, shall be in any way construed or relied upon to be an agreement by either the Host Jurisdiction or the Treating Jurisdiction to accept non-domestic wastewater from such an Industrial User, and both the Host Jurisdiction and Treating Jurisdiction reserve their right to accept or refuse to accept non-domestic wastewater from such an Industrial User. The Treating Jurisdiction shall regulate the discharge of non-domestic wastewater by each Industrial User in the Service Area through the Treating Jurisdiction Service Rules.

8. **Clean Water Act and NPDES Permit Compliance.** The Parties agree to amend this Agreement as necessary to comply with the Federal Pretreatment Regulations and with the Treating Jurisdictions NPDES permit(s).

9. **Compliance with Applicable Pretreatment Laws, Rules, and Regulations.** The wastewater customers within the Service Area being served by the Treating Jurisdiction are required to comply with the Treating Jurisdiction Pretreatment Rules and all applicable Federal Pretreatment Regulations, whichever are more stringent. If the Treating Jurisdiction Pretreatment Rules fail to meet a minimum requirement contained in or is less stringent than the comparable provision in the Federal Pretreatment Regulations, then the provision in the Federal Pretreatment Regulations shall apply to such wastewater customers, control, and prevail.

10. **Determination and Permitting of Industrial Users.** The Treating Jurisdiction, in its sole and absolute discretion, may make the final determination as to whether a particular wastewater customer within the Service Area is a “significant industrial user” or an “industrial user” and whether a wastewater discharge permit will be required in connection with wastewater service to such a customer. If such a permit is required, the Treating Jurisdiction will make a reasonable effort to notify the Host Jurisdiction. The Host jurisdiction shall withhold, or cause the applicable approval authority to withhold, approval of any applicable building permit, business license, zoning change, or other requested approval or waiver for such a wastewater customer pending the issuance of any required wastewater discharge permit or a resolution of any outstanding pretreatment/wastewater discharge issue, condition, or other pending approval of/from Treating Jurisdiction.

11. **Inspection, Testing, and Monitoring.** The Treating Jurisdiction shall have the right to enter into the jurisdiction of the Host Jurisdiction to inspect any part of the Treating Jurisdiction’s POTW, and (with reasonable prior notice to the Host Jurisdiction) to inspect any part of the Host Jurisdiction’s POTW that serves the Service Area, and to monitor and/or sample the wastewater flowing therein, which rights shall include, but not be limited to, access to, across, on, and under the public streets, easements, and any public property within the Service Area. At the Treating Jurisdiction’s written request, the Host Jurisdiction shall make all legal and administrative arrangements that may be necessary in order for the Treating Jurisdiction to enter upon private properties to perform the inspections, monitor and/or sample the wastewater, and access, review, and copy all pertinent compliance records located on the premises of the applicable wastewater customer in the Service Area.

12. **Records.** In connection with this Agreement, the Parties agree to provide each other access to, and upon request, copies of applicable industrial monitoring reports, including without limitation the compliance reports that are required by 40 CFR 403.12, self-monitoring reports, baseline reports, records of violations (and the actions taken with respect thereto), and all responses to any other monitoring or reporting requirement that is imposed by the regulations of the federal, state, and local governments. The Parties shall maintain such reports, records, and responses and any other relevant information for a period of at least three (3) years after the respective dates on

which they were prepared and for such longer period as may be determined to be necessary during any unresolved litigation which involves the user and to which such reports, records, responses and information relate. Where possible, Host Jurisdiction will make a reasonable effort to share with Treating Jurisdiction information regarding any matter affecting the discharge of wastewater within the Service Area, including but not limited to, the use of real property and/or changes to business operations.

13. **Threatening Discharges.** Whenever, in the sole and exclusive judgment of the Treating Jurisdiction, a discharge to its POTW from the Service Area appears to constitute an immediate threat to the health and welfare of persons, a danger to the environment, or threatens to interfere with the operation or regulatory compliance of the Treating Jurisdiction's POTW, the Treating Jurisdiction may immediately initiate steps to identify the source of such discharge and to halt or prevent it. The Treating Jurisdiction may pursue any legal, administrative, or self-help remedy that may be legally available to it, including without limitation, injunctive relief against the Host Jurisdiction or any discharger and/or wastewater customer in the Service Area.

14. **Slug/Upset.** If a slug discharge or an upset (as such terms are defined in the Treating Jurisdiction Service Rules) occurs anywhere within the Service Area and that slug discharge or upset discharges, or is likely to discharge, into the Treating Jurisdiction's POTW, the wastewater treatment department/division of the Host Jurisdiction will make a reasonable effort to notify the Treating Jurisdiction immediately by telephone upon the Host Jurisdiction acquiring knowledge of such slug discharge or upset. That notice shall be provided to:

Telephone: (702) _____ (____ am - _____ pm, Monday-_____)

(702) _____ (all other hours)

Within a reasonable time thereafter, the Host Jurisdiction shall transmit written notice of the slug discharge or upset to the Treating Jurisdiction in accordance with the "Notices" section above.

15. **Liability.** Except to the extent limited in accordance with NRS 41.035 to 41.039 and any applicable laws, as amended, each Party will be responsible as required by law for any loss, damage, liability, cost or expense (except those exempted by law) arising under this Agreement and caused by the actions or inactions of its employees, consultants, contractors, or agents.

16. **Joint Venture Disclaimer.** No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this Agreement.

17. **No Third Party Beneficiaries; Assignment.** This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party to the Agreement and does not create any rights, benefits or causes of

action for any other person, entity or member of the general public (including but not limited to, the record owner(s) of the property within the Service Area), and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party. Any attempted assignment without the prior written consent of the non-assigning Party shall be void.

18. **Warranty of Authority.** Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

19. **Counterparts.** This Agreement may be executed in counterparts, all such counterparts will constitute the same instrument 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.

20. **Headings.** The section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provision of this Agreement.

21. **Integration and Agreement Amendment.** This Agreement represents the entire understanding of the Parties regarding the subject matter of this Agreement and can only be amended in writing, duly executed by both Parties, and approved with the same formality as this Agreement.

22. **No Waiver.** The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, will not in any way affect the validity of this Agreement, and will not affect the right of any Party to enforce each and every provision.

23. **Severability.** In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

24. **Effective Only Upon Full Execution.** This Agreement is not effective until fully executed by the Parties and until after every record owner of all real property in the Service Area, or each such record owner's duly authorized representative, has delivered to the Treating Jurisdiction a duly signed and notarized original "Acknowledgment of Wastewater Service" for recordation in the Official Records of Clark County, Nevada.

[the remainder of the page intentionally left blank – signatures on following pages]

TREATING JURISDICTION:

[FULL LEGAL NAME OF TREATING JURISDICTION]

By: _____

Printed: _____

Title: _____

ATTEST:

Date of Council/Board

Action: _____

By: _____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Printed: _____

Title: _____

Approved as to Funding:

By: _____

Printed: _____

Title: _____

Approved as to Content:

By: _____

Printed: _____

Title: _____

HOST JURISDICTION:

[FULL LEGAL NAME OF HOST JURISDICTION]

By: _____

Printed: _____

Title: _____

ATTEST:

Date of Council/Board

Action: _____

By: _____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Printed: _____

Title: _____

Approved as to Funding:

By: _____

Printed: _____

Title: _____

Approved as to Content:

By: _____

Printed: _____

Title: _____

Exhibit 1
Service Area

[Attached]

APPENDIX E: RECORDS RETENTION SCHEDULE

File Code	Record Series/Title	Record Series Description	LRDA Retention Disposition Authority	CCWRD Proposed Retention
COL3.5	Collection-Underground Records	Equipment Inventory/Asset Reports	Maintain until lifetime of asset/equipment (LRDA 20070975)	SameasLRDA
COL3.6	Collection - Underground Records	Equipment Repair/Maintenance Reports	Maintain until lifetime of asset/equipment (LRDA20070975)	SameasLRDA
COL3.7	Collection - Underground Records	Field book of LiftStation Activities	Permanent (LRDA 20101823)	SameasLRDA
COL3.8	Collection-Underground Records	Une Locates and Drawings	Permanent (LRDA20070983)	SameasLRDA
COL3.9	Collection -Underground Records	Manhole Inspection Reports	Destroy 10 calendar yearsfrom completion ofthe maintenance or repair (LRDA20070994)	SameasLRDA
COL03.10	Collection -Underground Records	Manhole photos, video, camera images	Maintain life of equipment (LRDA20070975)	SameasLRDA
COL03.11	Collection -Underground Records	Maintenance and Operations Manuals	Maintain lifetime of equipmentorfacility (LRDA 20071609)	SameasLRDA
COL3.12	Collection -Underground Records	Photos of Pump Stations	Maintain life of equipment (LRDA 20070975)	SameasLRDA
COL3.13	Collection - Underground Records	Pipeline Inspections	Destroy 10 calendaryearsfromcompletion ofthe maintenance or repair (LRDA 20070994)	SameasLRDA
COL3.14	Collection -Underground Records	Pump Station Documentation	Destroy five (5)calendar years from the endof the calendaryear (LRDA 20071602)	SameasLRDA
COL3.1S	Collection- Underground Records	Repair documents to meet MACP Standards	Maintain until lifetime of asset/equipment (LRDA 20070975)	SameasLRDA
COL3.16	Collection -Underground Records	Work Orders/Tickets-tickets created by maintenance crew to repair damaged pipes	Destroy six (6) calendars years from date of ticket (LRDA 20101794)	SameasLRDA
COL4.1	Collection - Water Quality Records	Clark County Code Chapter24.40-Storm Sewer System Discharge Records	Destroy 5 years from the date or report (LRDA20071054J	SameasLRDA
COL042	Collection-WaterQuality Records	Construction, Water Quality and Storm water inspection Inventory, Reports, photos, and correspondence, Industrial Storm water inspection Inventory, Industrial Inspection Reports, photos, and correspondence, Post-Construction Inspection Reports, photos, and Correspondence, Post-Construction Storm water BMPFacility Inventory	Permanent (LRDA 20070989)	SameasLRDA
COL043	Collection -Water Quality Records	Water Quality Billingto Clark County Records	Destroy 6fiscal years from end of the year in which records pertain (LRDA 20070445)	SameasLRDA
COL04.4	Collection -Water Quality Records	Water Quality Management Plan Records, Reports, Regulations, and Budget records	Destroy 10 calendar years after date of report (LRDA200710S5)	Same as LRDA
CRA01.1	Compliance and Regulatory Affairs- Employee Relation Records	Award Submission Files	Maintain 2 calendaryearsfrom the year to which it pertains (LRDA 20070029)	SameasLRDA
CRA012	Compliance and Regulatory Affairs-Employee Relation Records	Employee Event Planning Files	Retain permanently for historical value. Related records retain for 2fiscal years (LRDA 20070041)	SameasLRDA
CRA013	Compliance and Regulatory Affairs- Employee Relation Records	Employee Benefit Forms	Destroy 6 calendaryearsfrom the date the employee is no longer covered under any benefit package (LRDA 20070314)	SameasLRDA
CRA01.4	Compliance and Regulatory Affairs-Employee Relation Records	Performance Measurement Reports	Permanent (LRDA 20070007)	SameasLRDA
CRA02.1	Compliance and Regulatory Affairs- Public Community Interaction Records	Advertisement Records relatedto CCWRD	Retain as long as the record holds value to the agency (LRDA 20070056)	SameasLRDA
CRA02.2	Compliance and Regulatory Affairs- Public Community Interaction Records	Customer Complaints files, response letters	Destroy 3 calendaryears after response or resolution (LRDA 20070055)	SameasLRDA
CRA023	Compliance and Regulatory Affairs- Public Community Interaction Records	Legislation documentation	Retain as long as administratively useful to the agency (LRDA 20070034)	Same as LRDA
CRA02.4	Compliance and Regulatory Affairs- Public Community Interaction Records	Log of phone calls from customers	Destroy 90 days from last entry (LRDA 20071008)	SameasLRDA
CRA 02.5	Compliance and Regulatory Affairs- Public Community Interaction Records	Outreach Event Planning Records	Retain permanently for historical value. Related records retain for 2 fiscal years (LRDA20070041)	SameasLRDA
CRA02.6	Compliance and Regulatory Affairs-Public Community Interaction Records	Press kits, Public Education Campaign planning, Public educational fact sheets, education announcements and related documents	Retain permanently for historical value if necessary otherwise retain as long as administratively useful (LRDA20070853)	SameasLRDA
CRA02.7	Compliance and Regulatory Affairs-Public Community Interaction Records	Public Records Requests	Maintain for 3 calendaryears for the end of the calendaryear in which response was completed (LRDA 20101782)	SameasLRDA
CRA02.8	Compliance and Regulatory Affairs-Public Community Interaction Records	Social Media Materials	Retain as long as the record holds value to the agency (LRDA 20070056)	SameasLRDA

File Code	Record Series/Title	Record Series Description	LRDA Retention Disposition Authority	CCWRD Proposed Retention
ENG033	Engineering-Development and Service Records	Ovit Plans/Plan Approval Anal Letters	Life of building or six (6) calendar years after a disaster involving the building (LRDA 20070205)	Same as LRDA
ENG03.4	Engineering- Development and Service Records	Drawings (Final civil improvement drawings with CCWRD Data)	Maintain until facility ceases to exist (LRDA 20070934)	Same as LRDA
ENG035	Engineering- Development and Service Records	Easements (Issued by property owner)	Permanent (LRDA 20070983)	Same as LRDA
ENG03.6	Engineering-Development and Service Records	Public Works Project Files- Inspection records based on plans	Permanent (LRDA 20070991)	Same as LRDA
ENG03.7	Engineering- Development and Service Records	Point of Connection Requests/Analysis Reports	Permanent (LRDA 20070983)	Same as LRDA
ENG04.1	Engineering-Design and Planning Records	CIP Administrative Correspondence-CIP Budget, progress reports, meeting minutes, invoices, CCTV notes, RFPIA documents and technical memos, On-Calf Services, Staff Augmentation, RFPs, Proposals, Work Authorizations, monthly invoices, data, etc.	Permanent (LRDA 20070991)	Same as LRDA
ENG 04.2	Engineering- Design and Planning Records	CIP Projects Management (case File)-Studies, plans and specifications 30, 60, 90, 100%, bid sets, BOT award information and confirmed P&S	Permanent (LRDA 20070991)	Same as LRDA
ENG043	Engineering-Design and Planning Records	Easements & Ownership documents-Property rights secured or granted for infrastructure (e.g. BLM, UPRR, SNWA, NVE)	Permanent (LRDA 20070773)	Same as LRDA
ESH 01.1	Environmental Safety, Security & Health - Safety and Occupational Safety (OSHA) Records	Safety Inspection Reports, Hazard Material Storage/Safety Data Sheets, Light/Sound Level Surveys, Personal Protective Equipment (PPE) Records, Job Safety Analysis-ID Potention Job Task Hazards, Safety Plans and Safety Management Program Records	Destroy 5 years following the end of the calendar year the records cover (LRDA 20071552)	Same as LRDA
ESH 01.2	Environmental Safety, Security & Health - Safety Management and Occupational Safety (OSHA) Records	Construction Safety Plans	Destroy three (3) calendar years from the date of the report of record (LRDA 20070297)	Same as LRDA
ESH 013	Environmental Safety, Security & Health-Safety Management and Occupational Safety (OSHA) Records	Equipment Inventory Records	Maintain until lifetime of asset/equipment (LRDA 20070975)	Same as LRDA
ESH 01.4	Safety Management and Occupational Safety (OSHA) Records	Fire Line Safety- Fire Drill Evacuations/Maps	Destroy 5 calendar years after revised or superseded (LRDA 20101783)	Same as LRDA
ESH 015	Environmental Safety, Security & Health - Safety Management and Occupational Safety (OSHA) Records	Injury Reports (Not resulting in workers compensation claim)	Maintained in Employee Medical Files. Destroy 30 years after separation (LRDA 20071236)	Same as LRDA
ESH 01.6	Environmental Safety, Security & Health-Safety Management and Occupational Safety (OSHA) Records	Special Projects-Industrial Hygiene, Mold Remediation	Destroy 5 calendar years from the end of the calendar year to which they pertain (LRDA 20071552)	Same as LRDA
ESH 01.7	Environmental Safety, Security & Health-Safety Management and Occupational Safety (OSHA) Records	Vehicle Accident Follow-up reports	Retain 3 calendar years following resolution or settlement of any claims or legal actions or from the account date (LRDA 20071712)	Same as LRDA
ESH 01.8	Environmental Safety, Security & Health - Safety Management and Occupational Safety (OSHA) Records	Ventilation Surveys	Destroy 5 calendar years from the end of the calendar year to which they pertain (LRDA 20071552) or	Same as LRDA
ESH 02.1	Environmental Safety, Security & Health - Environmental Records	Air Quality Assessments	Destroy 5 calendar years from the end of the year to which the record pertains (LRDA 20070650)	Same as LRDA
ESH 02.2	Environmental Safety, Security & Health - Environmental Records	Hazardous Waste Storage & Manifests- hazard assessment with related reports; Executive Summary; biennial reports; waste shipment manifests; inspections; variances; and similar records.	Destroy three (3) calendar years from the end of the year to which the records pertain. (LRDA 20071704)	Same as LRDA
ESH 02.3	Environmental Safety, Security & Health - Environmental Records	Hazardous and Nonhazardous waste manifest removal forms for spills and clean up	Destroy 30 calendar years from the date of the last action (LRDA 20071480)	Same as LRDA
ESH 03.1	Environmental Safety, Security & Health -Property Management	Burglary and/or Vandalism reports	Destroy three (3) calendar years from the date of last action (LRDA 20071710)	Same as LRDA
ESH 03.2	Environmental Safety, Security & Health-Property Management	Building Protection Systems Records	Destroy three (3) calendar years from the end of the calendar year to which the record pertains (LRDA 20081755)	Same as LRDA
ESH 033	Environmental Safety, Security & Health-Property Management	Pest Control (Extermination Records)	Destroy three (3) calendar years from the end of the calendar year to which they pertain (LRDA 20071747)	Same as LRDA
ESH 03.4	Environmental Safety, Security & Health-Property Management	Property and Equipment, Records and Inventories	Destroy one (1) fiscal year after superseded (LRDA 20070067)	Same as LRDA

File Code	Record Series/Title	Record Series Description	LRDA Retention Disposition Authority	CCWRD Proposed Retention
HUMOI.1	Human Resources- Personnel Files of Individual Employees	Completed personnel files of district employees consisting of: Personnel Action Forms, Pay Adjustments/Actions, Employee Development and Training, Discipline Files, Employee Performance documents, Completed job applications, resumes (appointed), new hire packet, documentation for name change notification, PERS documents, secondary employment notification, separation documentation, employee exit interviews for employees leaving County employment and related documentation and completed personnel files of district employees;	Retain for 10 calendar years after separation of employee (LRDA 20070321)	Same as LRDA
HUMOI.2	Human Resources-Administrative	Verification of eligibility for employment, employment requests, (19 Files)	Destroy 3 years after employment is terminated (LRDA 20070329)	Same as LRDA
HUMOI.3	Human Resources-Administrative	Background checks and investigations of individuals	Hired retain for 3 years after separation, not hired retain for 3 calendar years from date of investigation (LRDA 20070304)	Same as LRDA
HUMOI.4	Human Resources-Administrative	Garnishments Authorizations, documents related to tax levies, withholding of employee wages	Destroy 6 fiscal years from the end of the fiscal year to which the records pertain (LRDA 20071247)	Same as LROA
HUMOI.5	Human Resources-Administrative	Labor Relations-Negotiations and Meeting Minutes of formal negotiations	Permanent (LRDA 20070012) (formal negotiations) (LRDA 20070328) negotiations	Same as LRDA
HUMOI.6	Human Resources-Administrative	Internal Investigations-Records of grievances or disciplinary cases investigated that allege employee misconduct, grievance correspondence, summary of hearing, exhibits, hearing notes and related documents	Destroy 5 years after the fiscal year in which the case was closed or longer at discretion of HR Director (LRDA 20070312)	Same as LROA
HUM 01.7	Human Resources-Administrative	Union Dues and related documents, Fees, requests for payment, receipts, and related correspondence	Destroy 1 fiscal year after receipt of payment or after written off as uncollectible (LROA 20071039)	Same as LRDA
HUM 01.8	Human Resources-Administrative	Vendor Claims-Requests for payment and related documentation	Destroy 3 fiscal years from the fiscal year to which it pertains (LRDA 20070378)	Same as LRDA
HUM 01.9	Human Resources-Administrative	Recruitment Files-Test plans, grading system, list of candidates related to recruitment and related documentation	Destroy 4 calendar years from close of recruitment (LRDA 20070325)	Same as LRDA
HUM 01.10	Human Resources-Administrative	Completed Job Applications and Resumes (not appointed)	Destroy 4 years after position is filled (LRDA 20070257)	Same as LRDA
HUMOI.11	Human Resources-Administrative	Interview documentation/notes, Notes gathered from interviews of potential employees	Destroy 4 calendar years from the close of the recruitment. (LRDA 20070325)	Same as LRDA
HUMOI.12	Human Resources-Administrative	Selection Process Documentation/Oral Ratings, eligibility listing and related documentation	Destroy 2 calendar years from the date of record (LRDA 20070108)	Same as LRDA
HUMOI.13	Human Resources-Administrative	Organization Charts-charts that show lines of authority and responsibility within the various departments	Review for historical purposes otherwise, keep until modified, superseded, or no longer created (LRDA 20070285)	Same as LRDA
HUMOI.14	Human Resources-Administrative	Job Classification-Position Description Records	Destroy 2 calendar years after job classification is superseded or eliminated. Review for historical value, (LRDA 20071284)	Same as LRDA
HUMOI.15	Human Resources-Administrative	Salary/Wage Schedules- Documents related to employee pay /wage schedules	Permanent-Transfer to Archives when no longer needed for current business purposes (LRDA 20071382)	Same as LRDA
HUMOI.16	Human Resources-Administrative	HR-General Correspondence-Routine correspondence related to Human Resource daily activities not covered elsewhere.	Destroy one (1) calendar year from the date of correspondence. (LROA 20141919)	Same as LRDA
HUM 01.17	Human Resources-Administrative	Employee Development and Training-Copies of licenses or training certificates, commercial drivers license or professional certifications, vehicle acknowledgements	Destroy 3 calendar years after expiration of the certification or license (LRDA 20070837)	Same as LRDA
HUMOI.18	Human Resources-Administrative	Training Reports-Training courses and reports, development and training related documentation	Destroy three (3) years after transfer, separation, retirement or termination of an employee (LRDA 20071375)	Same as LRDA
HUMOI.19	Human Resources-Administrative	Training Materials-Includes pamphlets, brochures, manuals, handbooks and related training documentation	Review of historical value or retain as long as needed for business purposes (LROA 20101831)	Same as LRDA
HUM 02.1	Human Resources-Payroll Records	Direct Deposit Information	Destroy 3 years after separation (LRDA 20071259)	Same as LRDA
HUM 02.2	Human Resources-Payroll Records	Payroll Deduction Documents- Record series used to document and administer deductions to employees payroll. This series includes all forms used to input information into system for payroll deduction including authorization forms for the deductions	Retain authorization forms for a period of three (3) fiscal years after the form is cancelled or superseded, or after the termination of the employee. Retain file maintenance documents for two (2) fiscal years from the date of the document. (LRDA 20071686)	Same as LRDA
HUM 02.3	Human Resources-Payroll Records	Payroll Administrative Reports- Payroll reports and related documentation	Retain 3 fiscal years from fiscal year which the reports relate (LRDA 20070449)	Same as LRDA

File Code	Record Series/Title	Record Series Description	LRDA Retention Disposition Authority	CCWRD Proposed Retention
ITS01.1	Information Technology (General)	Change Management Forms - Documents any change to electronic systems.	Retain for so long as needed to retrieve or store data, or for 3 calendar years after the program is discontinued or replaced, whichever is longer (LRDA 20070244)	Same as LRDA
ITS01.2	Information Technology (General)	Change Management Report-Summary of changes to electronic system.	Retain for so long as needed to retrieve or store data, or for 3 calendar years after the program is discontinued or replaced, whichever is longer (LRDA 20070244)	Same as LRDA
ITS01.3	Information Technology (General)	Finance IT Asset Disposition Forms Forms documenting asset costs and transactions	Destroy five (5) fiscal years after superseded (LRDA 20070440)	Same as LRDA
ITS01.4	Information Technology (General)	IT Asset Inventory Files-Documentation of IT inventories created and maintained by the County in accordance with policies	Maintain 3 cal. years from end of the calendar year which inventory is superseded or an audit is concluded (LRDA 20071720)	Same as LRDA
ITS01.5	Information Technology (General)	IT Access Control Policy and Procedure Records-Written Policies, Work Instructions and Standard Operation Procedures used by Information Technology Solutions to carry out its business.	Destroy 6 years from the end of the CY in which the policy and procedure is superseded (LRDA 20071724)	Same as LRDA
ITS01.6	Information Technology (General)	IT System User Master List-Contains user names, user ID, codes, access rights and privilege data	Purge and/or modify as needed (LRDA 20071369)	Same as LRDA
ITS01.7	Information Technology (General)	Service Provision Agreements- Displays scope, purpose and blueprint for service configuration	Destroy 6 fiscal years from the termination/completion of the contract or agreement (LRDA 20070474)	Same as LRDA
ITS01.8	Information Technology (General)	Software Plans- Plans describing the design, implementation and decommissioning of software based solutions. These include Project Plans, Database Design, Business or Technical Requirements, User Acceptance Testing (UAT) Scripts, Training Materials and Source Code	Destroy 3 calendar years after system is superseded or discontinued. (LRDA 20071361)	Same as LRDA
ITS01.9	Information Technology (General)	Vendor Files/Statement of Work-Correspondence documenting vendors providing services to include pricing lists and related docs.	Destroy 3 fiscal years from the fiscal year to which it pertains (LRDA 20070378)	Same as LRDA
ITS01.10	Information Technology (General)	IT Project File Records- Records related to the collection of documents, attachments, notices incoming and outgoing related to a specific case or project completion	Retain for the same retention period as the associated project or case file (LRDA 20071674)	Same as LRDA
ITS01.11	Information Technology (General)	IT Strategic/Business Planning Records- Documents containing detailed plans (methods) for Goals and the development and establishment of agency goals, objectives, statistical reports	Maintain 3 calendar years from the date superseded. Review for historical value (LRDA 20070047)	Same as LRDA
ITS02.1	Information Technology- Infrastructure Solutions	Backup of Computer Files (disk) - Backup of Computer Files created for security purposes	Maintain until replaced by a more recent copy then write over or destroy (LRDA 20070241)	Same as LRDA
ITS02.2	Information Technology-Infrastructure Solutions	Backup of Computer System (disk)-Rule made for security purposes on a daily or weekly cycle.	Maintain for 2 cycles, then write over or destroy (LRDA 20070241)	Same as LRDA
ITS02.3	Information Technology-Infrastructure Solutions	Call Center Reports- Includes automatic call distribution, average talk time, calls received/answered/abandoned, etc.	Maintain for one calendar year or 2 years after the year of corrective action (LRDA 20071362)	Same as LRDA
ITS02.4	Information Technology-Infrastructure Solutions	Call Detail Reports (CDR's)-Information on incoming/outgoing and length of calls per phone unit	Maintain for 90 days from last entry or 2 years after the year of corrective action (LRDA 20071008)	Same as LRDA
ITS02.5	Information Technology-Infrastructure Solutions	Data Access Files-Reports of individual employees who access files within the district	Destroy 3 calendar years from the end of the calendar year to which it pertains (LRDA 20071727)	Same as LRDA
ITS02.6	Information Technology-Infrastructure Solutions	Statistical Reports for Email (Barracuda)-Email statistical data and related data for reports	Destroy 3 calendar years after system or program is discontinued or replaced whichever is sooner (LRDA 20070244)	Same as LRDA
ITS03.1	Information Technology-Information Security	Computer Security Audit log- Log containing employees being investigated for misuse of electronic systems.	Retain for 3 years from the end of the CY in which the review, evaluation, and/or audit was completed (LRDA 20071728/LRDA 20071368)	Same as LRDA
ITS03.2	Information Technology-Information Security	Computer System Security Reviews, Reports, Logs- Used to control and monitor the security of a system and its data, firewall logs, login files, etc.	Maintain 3 cal. years from the end of the calendar year in which the review and/or audit was concluded. Retain log for 90 days (LRDA 20071726)	Same as LRDA
ITS03.3	Information Technology-Information Security	Computer Usage Files-Electronic file used to monitor computer system usage	Maintain as long as administratively useful to the District (LRDA 20071350)	Same as LRDA
ITS03.4	Information Technology-Information Security	Error Reports- Records used to detect errors or potential errors with the system.	Maintain until a superseding report is run or until the action has been completed (LRDA 20071341)	Same as LRDA
ITS03.5	Information Technology-Information Security	IT Contingency Plan Tests-Correspondence related to contingency plan testing and related correspondence	Maintain 3 calendar years from the end of the calendar year in which the test was performed (LRDA 20071371)	Same as LRDA
ITS03.6	Information Technology-Information Security	IT Security Plans-Documents include IT Systems concerning security mgmt., software and environmental security	Destroy 6 calendar years from the end of the calendar year in which the plan, policy and/or procedure is superseded or revised (LRDA 20071723)	Same as LRDA

File Code	Record Series/Title	Record Series Description	LRDA Retention Disposition Authority	CCWRD Proposed Retention
PLO 01.1	Plant Operations-Mechanical Maintenance	Analytical data of real time plant operations	Life of equipment (LRDA 20070975)	SameasLRDA
PLO 01.2	Plant Operations- Mechanical Maintenance	Asset Registry-inventory of active assets, spare parts and whole assets	Maintain until lifetime of asset/equipment (LRDA20070975)	Same as LRDA
PLO 013	Plant Operations- Mechanical Maintenance	Backflow Calibration Reports-studies conducted of reclaim water and clean water	Destroy 12 calendar years from date of report (LRDA 20071018)	SameasLRDA
PLO01.4	Plant Operations-Mechanical Maintenance	Cause Mapping Reports-studies of seal failure and why the seal shafts were broken, how they were fixed, what caused the problem, what corrective actions were taken to solve the failure and what solutions were provided to prevent future incidents. This study will track old incident failures and provide a timeline, diagram, photos analysis, and notes regarding maintenance and repair documentation for incidents and related correspondence.	Maintain until lifetime of asset/equipment (LRDA 20070975)	SameasLRDA
PLO 01.4	Plant Operations-Mechanical Maintenance	Criticality Analysis Reports	Maintain for lifetime of the asset/equipment or facility (LRDA20071609)	SameasLRDA
PLO 01.5	Plant Operations- Mechanical Maintenance	Equipment history documentation	Maintain until lifetime of asset/equipment (LRDA 20070975)	SameasLRDA
PLO 01.6	Plant Operations-Mechanical Maintenance	Equipment Maintenance Reports	Maintain until lifetime of asset/equipment (LRDA20070975)	SameasLRDA
PLO 01.7	Plant Operations- Mechanical Maintenance	Reid Service Reports- reports of vendor contract work completed	Life of Equipment (LRDA 20070975)	SameasLRDA
PLO01.8	Plant Operations- Mechanical Maintenance	Inspection reports- equipment inspection completed for liability purposes	Maintain for lifetime of the asset/equipment or facility (LRDA 20071609)	SameasLRDA
PLO01.9	Plant Operations-Mechanical Maintenance	Lab data of mechanical analysis sent to State of Nevada for certification	Maintain for six (6) calendar years or until the next audit is complete, whichever is longer (LRDA20071615)	SameasLRDA
PLO01.10	Plant Operations-Mechanical Maintenance	Maintenance and Operations Manuals	Maintain for lifetime of the asset/equipment or facility (LRDA 20071609)	SameasLRDA
PLO01.11	Plant Operations- Mechanical Maintenance	Operator logs of water laboratory analysis results	Destroy 12 calendar years from date of report (LRDA20071018)	SameasLRDA
PLO 02.1	Plant Operations - Process Control Records	Consolidated Flow Report (State of Nevada)	Destroy 6 years after expiration of permit (LRDA 20071613)	SameasLRDA
PLO 02.2	Plant Operations - Process Control Records	Electrical drawings (originals)-plant expansion	Maintain until facility ceases to exist (LRDA 20070934)	SameasLRDA
PLO 02.3	Plant Operations-Process Control Records	General Correspondence (Process Control)	Destroy 3 calendar years after facility is closed (LRDA 20071042)	Same as LRDA
PL002.4	Plant Operations- Process Control Records	Instrumentation and Control Data-digitized information related to plant activity	Maintain until lifetime of asset/equipment (LRDA 20070975)	SameasLRDA
PL002.5	Plant Operations-Process Control Records	Logged information of water flows (historical data of influent flows for compliance)	Destroy 5 calendar years from the end of the calendar year (LRDA 20071049)	SameasLRDA
PLO02.6	Plant Operations- Process Control Records	Operational Equipment Maintenance Manuals/Parts	Maintain for lifetime of the asset/equipment or facility (LRDA 20071609)	SameasLRDA
PLO 02.7	Plant Operations - Process Control Records	Plant Reports Control Systems-produced in real-time of plant activities	Destroy 3 calendar years after facility is closed (LRDA 20071042)	SameasLRDA
PLO 02.8	Plant Operations- Process Control Records	Process and Instrumentation drawings	Maintain until facility ceases to exist (LRDA 20070934)	SameasLRDA
PLO 03.1	Plant Operations- Quality Records	Chain of Custody documents-tracking sample from collection to analysis	Destroy 5 calendar years from generation of the last entry in records (LRDA 20071617)	SameasLRDA
PL003.2	Plant Operations-Quality Records	Coliform analytical documents of water collection data	Destroy five (5) calendar years from the end of reports (LRDA 20071054)	SameasLRDA
PLO 03.3	Plant Operations- Quality Records	Instrumentation Data Files-describes current condition of instrumentation used for testing	Maintain until life of equipment (LRDA20071609)	SameasLRDA
PLO 03.4	Plant Operations- Quality Records	Interagency Agreements-formal agreements between agencies	Destroy 6 calendar years after termination of agreement (LRDA 200703851)	SameasLRDA
PLO 03.5	Plant Operations-Quality Records	Laboratory Data Packages-Analytical data	Destroy five (5) calendar years from date of report (LRDA 20071054)	SameasLRDA
PLO 03.6	Plant Operations-Quality Records	Logbook Files (Historical)-collection of raw data	Maintain for six (6) calendar years or until the next audit is complete, whichever is longer (LRDA 20071615)	SameasLRDA
PL003.7	Plant Operations-Quality Records	Regulatory Compliance Reports-analytical data sent monthly to State of Nevada	Destroy five (5) calendar years from end of the calendar year (LRDA 20071602)	SameasLRDA
PLO 03.8	Plant Operations-Quality Records	Testing Reports of Water sample Collections- collection data of tests completed monthly	Destroy 12 calendar years from date of report (LRDA20071018)	SameasLRDA

File Code	Record Series/Title	Record Series Description	LRDA Retention Disposition Authority	CCWRD Proposed Retention
VFO01.2	Vehicle/Fleet Operations	Fuel pump logs	Destroy three (3) calendar years from the date of report (LRDA 20071594)	Same as LRDA
VFO 01.3	Vehicle/Fleet Operations	Vehicle Accident Reports	Destroy 3 calendar years following resolution or settlement, of claims or legal action, from the accident, date if no legal action or damage results (LRDA 20071712)	Same as LRDA
VFO01.4	Vehicle/Fleet Operations	Vehicle repair cost and maintenance records	Maintain until life of equipment, plus 3 years if the vehicle was involved in an accident (LRDA 20070079)	Same as LRDA
VF0015	Vehicle/Fleet Operations	Vehicle Purchase Information	Maintain until lifetime of asset/equipment (LRDA 20070975)	Same as LRDA
VFO01.6	Vehicle/Fleet Operations	Yearly vehicle inspection reports	Retain minimum of 3 calendar years from date of repair. If no unsafe conditions are found retain until a final vehicle inspection is performed. (LRDA 20141897)	Same as LRDA