AMENDED AND RESTATED AGREEMENT OF THE

LAS VEGAS VALLEY WATERSHED ADVISORY COMMITTEE

EFFECTIVE .		 	

The First Amended Agreement regarding the Las Vegas Valley Watershed Advisory Committee (LVVWAC) is hereby repealed in its entirety and shall no longer be in force and effect. It is replaced by this AMENDED AND RESTATED AGREEMENT OF THE LAS VEGAS VALLEY WATERSHED ADVISORY COMMITTEE (Agreement).

This Agreement is entered into by and among the following Parties, and becomes effective upon execution by all Parties (Effective Date):

Southern Nevada Water Authority (SNWA), a political subdivision of the State of Nevada established by a joint-powers agreement pursuant to Chapter 277 of the Nevada Revised Statutes.

Las Vegas Valley Water District, a political subdivision of the State of Nevada created by Chapter 167, Statutes of Nevada 1947;

City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada;

City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada;

City of Henderson, a municipal corporation and political subdivision of the State of Nevada;

Clark County (County), a political subdivision of the State of Nevada created pursuant to Nevada Revised Statutes 243.035;

Clark County Water Reclamation District, a political subdivision of the State of Nevada; and

Clark County Regional Flood Control District (CCRFCD), a political subdivision of the State of Nevada.

Each of these entities may be referred to individually as "PARTY" and collectively as "PARTIES."

RECITALS

- A. The SNWA is the regional agency responsible for diversion, treatment and delivery of potable water from Lake Mead to its purveyor member agencies. The SNWA is also the regional agency responsible for acquiring additional water resources for its member agencies' municipal supply needs.
- B. CCRFCD is the regional agency governed by Nevada Revised Statutes 543, responsible for developing a coordinated and comprehensive master plan to solve regional flooding problems, to provide minimum standards for land use in flood hazard areas, to coordinate and fund the design and construction of regional flood control facilities, to develop and contribute to the funding of a maintenance program for regional flood control facilities, and is a National Pollution Discharge Elimination System co-permittee with other entities in the Las Vegas Valley for non-point sources of pollution (e.g. urban runoff).
- C. The County is responsible for developing and maintaining approved plans for regional water quality per requirements of Section 208 of the Clean Water Act and per Nevada Revised Statutes 244A.459.
- D. The other PARTIES to this Agreement include those municipal corporations and political subdivisions within the Las Vegas Valley watershed that are water purveyors, operate

wastewater treatment plants, implement stormwater programs, or regulate and adopt plans that have a nexus to the overall quantity and quality of water resources within the Las Vegas Valley watershed and Lake Mead.

- E. To help protect the quality of and maximize existing and future Colorado River resources and intra-Nevada resources available to the SNWA to meet its purveyor members' municipal supply needs, the treatment, reuse, and discharge of water from point and non-point sources in the Las Vegas Valley must be recognized and managed as critical elements in southern Nevada's long-term water resource planning,
- F. The previously established Las Vegas Wash Management Advisory Committee (MAC) was focused solely on the Las Vegas Wash (Wash); however, there is a need for a group with a broad regional focus on water quality in the Las Vegas Valley watershed and Lake Mead. By the original agreement, the LVVWAC was established for this purpose.
- G. The LVVWAC implemented the recommendations in the Las Vegas Wash Comprehensive Adaptive Management Plan (CAMP) from 2000 into 2022, overseeing the capital improvements plan and funding the research and studies budget for the Las Vegas Wash with local contributions, and on March 10, 2020, voted to approve the Las Vegas Wash Long-Term Operating Plan (LTOP) to operate and maintain Las Vegas Wash assets and program attributes.
- H. Pursuant to Nevada Revised Statutes Chapter 277, the PARTIES hereto are authorized to enter into agreements with other political subdivisions of the State of Nevada.

 NOW, THEREFORE, the PARTIES agree as follows:

AGREEMENT

1. <u>LVVWAC.</u> The PARTIES hereby reaffirm the establishment of the LVVWAC. The LVVWAC has assumed the functions the MAC previously performed, as well as additional

responsibilities outlined in this Agreement.

- 1.1 Appointment of Representatives to LVVWAC. The general manager, city manager, county manager, or chief executive of each PARTY is responsible for appointing one representative and at least one alternate to be voting members of the LVVWAC. Appointed representatives and alternates must have management-level decision making authority in their respective organizations and the authority to seek the commitment of resources from their respective organizations.
- 2. <u>Goals.</u> The LVVWAC developed and maintains regional water quality goals for the Las Vegas Valley watershed and Lake Mead and recommends mechanisms, through the Regional Water Quality Plan in accordance with Paragraph 3, to enable these goals to be met to help protect the quality and quantity of water resources in the Las Vegas Valley watershed and Lake Mead. The LVVWAC also works on providing a cohesive direction and integrated approach to address treatment issues relating to wastewater, drinking water, and stormwater.
- 3. Regional Water Quality Plan. The LVVWAC developed and maintains the Regional Water Quality Plan (Water Quality Plan) that includes the water quality goals developed by the LVVWAC and that coordinates all plans, policies, documents, and efforts related to water quality in the Las Vegas Valley watershed and Lake Mead. The Water Quality Plan shall, at a minimum, consider:
 - CAMP;
 - LTOP;
 - Bureau of Reclamation's Lake Powell and Lake Mead release schedules;
 - Bureau of Reclamation's Annual Operating Plan;
 - Operation of the Southern Nevada Water System Lake Mead raw water intakes and

water treatment system;

- The SNWA Water Resource Plan;
- Plans for discharges from the Muddy and Virgin rivers;
- Las Vegas Wash Surface Water Quality Monitoring and Assessment Plan;
- Bureau of Reclamation's Monitoring Plan;
- U.S. Geological Survey's Water Quality Monitoring Plan;
- The County's Area-Wide Water Quality Management Plan (208 Plan);
- Source Water Assessment Plan for the Las Vegas Valley Surface Waters;
- CCRFCD's Flood Control Master Plan;
- The Las Vegas Valley Stormwater Management Plan;
- The Long-Term Limnological and Aquatic Resources Monitoring and Research Plan for Lakes Mead and Mohave; and
- Other plans that may have an impact on water quality and quantity for the Las Vegas
 Valley watershed and Lake Mead.

The LVVWAC shall also consider local, state, and federal rules and regulations regarding water quality as it impacts the Las Vegas Valley watershed and Lake Mead. The goal of the LVVWAC is to coordinate the efforts of, at a minimum:

- Las Vegas Wash Coordination Committee;
- Lake Mead Water Quality Forum;
- Sewage and Wastewater Advisory Committee;
- Stormwater Quality Management Committee; and
- The water and wastewater treatment plant operators to manage water quality as it relates to intakes from and discharges to Lake Mead.

- 3.1 Format. The Water Quality Plan is a forward-looking document that makes projections regarding emerging water quality and quantity issues and constituent treatment options. It may contain specific water quality goals that may be implemented before the next Water Quality Plan is adopted or goals that can be implemented over a longer time period. The Water Quality Plan will provide an opportunity to prioritize the implementation of regional water quality goals. In developing iterations of and maintaining the Water Quality Plan, the LVVWAC will be committed to working together on a watershed approach to water quality and quantity. The LVVWAC will also consider the economic, fiscal, and social impact of the Water Quality Plan on the citizens of the Las Vegas Valley.
- 3.2 <u>Adoption</u>. The Water Quality Plan was adopted by the governing boards of the PARTIES in 2012 and will be reviewed periodically and revised if needed. Each PARTY is responsible for implementation only of those parts of the Water Quality Plan that are within that PARTY's authority and responsibilities.
- 3.2.1 For a revised Water Quality Plan to be considered final and replace the prior Water Quality Plan, it must be approved by a majority of the LVVWAC members.
- 3.2.2 If a requirement or condition in the Water Quality Plan conflicts with a requirement or condition in the 208 Plan, the requirement or condition in the 208 Plan controls.
- 3.3 <u>Water Quality Plan Accomplishments.</u> All PARTIES to this Agreement will biennially, by January 31 of the even year, submit to the LVVWAC an update of the activities that PARTY has undertaken in advancing the Water Quality Plan over the prior two calendar years.
- 4. <u>Data Sharing.</u> The PARTIES agree to provide each other with reasonable access to

data concerning regional water quality issues. A central data repository with a web-based interface will contain the data submitted by the PARTIES. The PARTIES are responsible for providing timely notice of relevant data, activities, meetings, and schedules related to regional water quality.

- 5. <u>Wastewater Reuse.</u> The PARTIES will consider pursuing wastewater reuse projects in the Las Vegas Valley to facilitate optimal use of effluent.
- 6. <u>Funding.</u> LVVWAC projects that require funding commitments or dedication of significant staff time will be the subject of separate agreements. The PARTIES will also cooperate in seeking funding or grants from other sources, including U.S. Environmental Protection Agency Watershed Management Grants. Some grants, such as Bureau of Reclamation's Cooperative Watershed Management Program, may require the LVVWAC to incorporate or to designate the SNWA as its fiscal agent.
- 7. <u>Wash.</u> Pursuant to its obligation to coordinate activities related to the enhancement and management of the Wash, the SNWA agrees, subject to available funding, to perform the following:
- 7.1 <u>LTOP</u>. The SNWA shall maintain the LTOP, which describes the actions and associated costs for long-term operations and maintenance of Wash assets and program attributes created through implementation of the CAMP.
- 7.2 Operation and Maintenance (O&M). The SNWA shall separately prepare and maintain an O&M Plan for Wash facilities, including all erosion control structures and bank stabilization projects (Exhibit A), in accordance with the approved O&M Plan as described in Paragraphs 7.9 through 7.18 of this Agreement. Furthermore, the SNWA, either directly or through the agreed upon activities of other PARTIES to this Agreement, shall obtain and hold

all necessary federal, state, and local permits required to construct, operate, and maintain such facilities. The O&M budget shall be subject to approval by the SNWA and CCRFCD and shall be included in the LTOP budget in accordance with Paragraphs 7.4.1.1 and 7.4.1.3.

7.3 <u>Biennial Report.</u> The SNWA shall prepare a report of the status of activities and projects identified in the LTOP every two years.

7.4 <u>Annual Budget and Preparation of Funding Agreements.</u>

7.4.1 <u>Annual Budget.</u> The SNWA shall prepare a budget for costs associated with the implementation of the LTOP that includes, but is not limited to, the following criteria:

7.4.1.1 <u>LTOP Costs.</u> The budget prepared by the SNWA shall contain the costs associated with LTOP actions, which will maintain Wash assets created by the implementation of the CAMP as well as important program attributes. That budget will be in effect beginning July 1, 2022.

7.4.1.2 Review and Approval. Each year, the SNWA shall submit the budget to the LVVWAC for its review by January 5. After the LVVWAC's review of the budget, the SNWA shall submit the budget to each of the PARTIES for approval as part of the individual PARTY's overall budget.

7.4.1.3 O&M Plan Costs. For its portion of LTOP costs, subject to CCRFCD's Board of Directors' approval and the allocation of sufficient funding, CCRFCD will fund 50 percent of the cost of Erosion and Stormwater actions as established in the annually approved interlocal contract for funding. The SNWA shall submit the annual budget for these actions, which will include O&M Plan costs, to CCRFCD for its review. After CCRFCD's review, the SNWA shall submit the necessary documentation to CCRFCD for consideration and possible approval of these costs as part of CCRFCD's overall budget.

7.4.1.4 <u>Components of Budget</u>. The LTOP budget shall include, but not necessarily be limited to, all necessary staffing, consultants, contractors, monitoring, office expenses, and travel related to the administration of Wash activities.

7.4.1.5 <u>Cost Reduction.</u> The SNWA will seek to reduce costs associated with implementing LTOP actions for the PARTIES below the amount of \$2,392,189 (2019 dollars; Exhibit B), which the LVVWAC approved March 10, 2020.

- 7.4.2 <u>Preparation of Funding Agreements</u>. The SNWA shall prepare, as needed, all funding agreements necessary to implement or otherwise effectuate the O&M Plan.
- 7.5 General Obligations of the PARTIES. The PARTIES hereto agree to use commercially reasonable actions in achieving the goals and objectives enumerated in this Agreement. "Commercially reasonable actions" of a PARTY means, with respect to a given goal, the actions that a reasonable person in the position of that PARTY would use to achieve that goal as expeditiously as possible. Each of the PARTIES hereto does expressly agree to take each of the following actions:
 - a. Work jointly and cooperate with each other in effectuating the long-term management and operation of the Wash through implementation of the actions outlined in the LTOP;
 - Seek approval of necessary funding agreements for the long-term operation of the
 Wash, subject to the availability of such funds;
 - c. Integrate planning activities related to the Wash or projects with potential impacts to the Wash;
 - d. Inform and coordinate with each of the other PARTIES all activities regarding the issuance of permits and other water quality issues;

- e. Assist other PARTIES in obtaining needed permits; and
- f. Report and communicate with other PARTIES regarding regulatory issues and requirements.
- 7.6 <u>Funding.</u> Subject to the annual discretionary approval of the PARTIES' governing bodies, the PARTIES agree to allocate the funds necessary to implement the programs and procedures outlined in this Agreement, provided, however, that no PARTY shall be required under the terms of this Agreement to take any actions outside the scope of that PARTY's statutory authority.
- 7.7 <u>Approval of Annual Budget</u>. Pursuant to the review and approval process stated in Paragraph 7.4.1.2, each of the PARTIES shall, on an annual basis, submit as part of the PARTY's budget process that PARTY's portion of the annual budget for the implementation of the LTOP to its governing board for consideration and possible approval. Failure of any governing board to approve the necessary funds shall not be deemed a breach of this Agreement.
- 7.8 Outside Funding. The PARTIES agree to diligently pursue all available funding options to augment and/or mitigate the PARTIES' funding contributions. Such outside funding options shall include, but not be limited to, federal funding through the Southern Nevada Public Land Management Act of 1998, as amended; federal grants; other federal programs through the Army Corps of Engineers, Bureau of Reclamation, Fish and Wildlife Service or other federal agency; and state, local, or private funding options. The PARTIES agree that such alternative funding options will support implementation of actions outlined in the LTOP. Further, each PARTY agrees to work with the SNWA to identify and secure alternative sources of funding.
- 7.9 <u>O&M Plan.</u> The SNWA shall maintain in effect, and revise as necessary, an O&M Plan which shall govern O&M of facilities related to stabilization and water quality in and

adjacent to the Wash, as identified in the LTOP or as incorporated by separate agreement.

- 7.10 Maintenance of Water Quality Standards. The SNWA shall provide oversight of the O&M Plan to ensure, as much as practical, that activities associated with O&M of facilities included in the O&M Plan meet regulatory standards associated with erosion control and water quality.
- 7.11 O&M Activities Included. The O&M Plan shall provide, either through the SNWA or through the agreed upon activities of other PARTIES to this Agreement, for O&M of facilities constructed or improved as identified in and as part of the Las Vegas Wash Capital Improvements Plan (CIP) or as otherwise included by separate agreement. The O&M Plan shall include activities such as monitoring foundation erosion and scour conditions, observing stream discharge impacts, operating water flow control devices, managing vegetation, controlling erosion, and other necessary normal operations and repair activities to conveyance, grade control, stream bank stabilization, and channel bed protection facilities related to stabilization of the Wash channel and non-urbanized overbank flooding areas of the Wash as identified in the CIP. The O&M Plan shall also provide for emergency operations and repair, and major repair of facilities damaged by fire, flood, earthquake, and other natural events.
- 7.12 <u>Monitoring</u>. The O&M Plan shall provide for routine visual inspection and monitoring of the condition and function of facilities included herein, as required for environmental compliance permits issued for subject facilities. The O&M Plan shall also detail operations, activities, and reporting necessary to meet required compliance conditions.
- 7.13 Emergency Operations and Repair. The O&M Plan shall identify agencies responsible for emergency repair and response to emergency conditions, including but not

limited to structure failure, flooding, fire, and emergency rescue at facilities included herein.

The O&M Plan shall define and make provisions for the creation and update of emergency action plans for each facility included in the plan.

- 7.14 <u>Prioritization of O&M Activities.</u> The O&M Plan shall present a scheme for prioritization of operations, maintenance, and repair of facilities included in the plan. Prioritization of O&M of facilities shall be based upon: (1) safety to adjacent and downstream facilities and property; (2) degree of expected damage to be experienced without O&M; (3) available resources; and (4) priority of competing interest outside of the Wash.
- 7.15 Access for O&M. The O&M Plan shall identify available and required access routes and route ownership necessary to access subject facilities for the purpose of inspection, monitoring, operation, and repair. Legal access shall be obtained prior to construction of the subject facility. Physical access shall be developed at the time of construction of the subject facility. The O&M Plan shall describe necessary activities to safeguard and maintain access in passable condition and in conformance with environmental requirements for use. If access is used for multi-purposes such as motor vehicle access for other purposes outside this plan, trail systems, or emergency conditions, written agreements shall be developed prior to construction of the subject facility, identifying financial and physical responsibility for access maintenance and environmental compliance.
- 7.16 Water Rights for Irrigation Water. The O&M Plan shall identity ownership, volumes, place of diversion, and place of use of water rights necessary to provide irrigation water required for maintenance of vegetation associated with wetlands, other ecosystems, and erosion control purposes. The O&M Plan shall identify the maintenance responsibilities required to maintain delivery of irrigation water to the place of use.

7.17 Revisions to the O&M Plan.

- 7.17.1 O&M Plan Effective Until Revised. The O&M Plan shall remain in effect until revised and each revision of the O&M Plan shall remain in effect until further revised.
- 7.17.2 <u>Annual Review of O&M Plan.</u> The O&M Plan shall be reviewed annually and revised as frequently if necessary, so that it will conform to the requirements of this Agreement. During such review, the SNWA shall consider any revisions proposed in writing by the PARTIES to this Agreement.
- 7.18 <u>Physical Scope.</u> The physical scope of the O&M Plan shall be defined as the areas depicted in Exhibits A and B. The O&M Plan shall not include O&M of the Clark County Wetlands Park, Lake Las Vegas, or other development as deemed appropriate by the PARTIES.
- 7.19 Ownership of Facilities. With the execution of this Agreement, the SNWA shall transfer ownership to the County of all constructed facilities, including erosion control structures, bank stabilization projects, revegetation acres, and other facilities identified in Exhibits A and B. Such transfer shall be without cost to the County and shall be free of all liens, incumbrances, restrictions, conditions except Section 404 permit conditions issued under the Clean Water Act, if any, and/or covenants, and shall be transferred in a manner acceptable to the County. Notwithstanding anything to the contrary contained in the Agreement, the SNWA shall not be obligated to transfer to the County any infrastructure related to the delivery of water that is otherwise necessary for the SNWA to conduct its regular operations.
- 7.20 Access. Such transfer of ownership shall not affect the SNWA's management responsibilities pursuant to this Agreement. As part of the transfer, and at no cost to another PARTY, the County shall provide the SNWA, and SNWA's contractors and consultants, with all necessary rights-of-way or other appropriate means of access to conduct LTOP actions and

to otherwise effectuate the SNWA's management responsibilities under this Agreement for its duration with prior written approval and land use authorization.

- 7.21 Continued Maintenance. Subject to the annual allocation of sufficient budgeted funds by the LVVWAC and its members' governing boards, the SNWA shall continue to maintain the facilities in accordance with the applicable O&M Plan until such time as the LVVWAC dissolves. Following the dissolution of the LVVWAC, subject to the annual allocation of sufficient budgeted funds by the County's governing board, the County shall maintain the facilities in accordance with the applicable O&M Plan.
- 7.22 <u>Sinking Fund.</u> The SNWA has established and shall maintain, in cooperation with the other PARTIES, a sinking fund to cover emergency costs. The sinking fund shall have a minimum balance of \$300,000 to ensure sufficient funding for costs incurred by the PARTIES in executing actions related to the LTOP and as deemed necessary by the SNWA.
- 8. <u>Modification.</u> This Agreement may be amended only in a writing signed by all PARTIES.
- 9. <u>Termination.</u> This Agreement may be terminated by a majority of the PARTIES hereto by formal vote by the governing body of each PARTY. A PARTY may also unilaterally withdraw from this Agreement by action by its governing body following ninety days written notice to each PARTY. Such unilateral action to withdraw will terminate this Agreement with respect to the withdrawing PARTY and the Agreement will remain in full force and effect for all remaining PARTIES.
- 10. <u>No Third-Party Beneficiaries.</u> This Agreement shall not be deemed to be for the benefit of any entity or person who is not a PARTY to this Agreement, and this Agreement does not create any rights, benefits, or causes of action for any other person, entity, or member of the

general public.

- 11. <u>Bylaws.</u> The LVVWAC shall adopt bylaws and procedures, including but not limited to quorum and voting rules, as are necessary and convenient to its operation and are consistent with this Agreement.
- 12. <u>Public Participation.</u> The LVVWAC shall comply with Nevada Revised Statutes Chapter 241 and hold meetings that are open to the public.
- 13. <u>Counterparts.</u> This Agreement may be executed and approved in multiple counterparts, each of which shall be deemed an original.

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IN WITNESS WHEREOF, each of the PARTIES has executed this Agreement as of the date and year first written above.

	SOUTHERN NEVADA WATER AUTHORITY
	Marilyn Kirkpatrick, Chair
Approved as to form:	Approved on, by the Board of Directors for the Southern Nevada Water Authority.
Steven C. Anderson, Southern Nevada Water Authority Deputy Counsel	
	LAS VEGAS VALLEY WATER DISTRICT
	Marilyn Kirkpatrick, President
Approved as to form:	Approved on, by the Board of Directors for the Las Vegas Valley Water District.
Steven C. Anderson, Las Vegas Valley Water District Deputy Counsel	

Attest:	CITY OF LAS VEGAS	
LuAnn D. Holmes, MMC, CPO, MAOM City Clerk	Carolyn G. Goodman, Mayor	
Approved as to form:	Approved on the City Council for the City of Las Vegas.	_, by
John S. Ridilla, Deputy City Attorney		
Attest:	CITY OF NORTH LAS VEGAS	
Jackie Rodgers, City Clerk	John J. Lee, Mayor	
Approved as to form:	Approved on the City Council for the City of North Las Vegas	, by s.
Micaela Rustia Moore, City Attorney		

CITY OF HENDERSON

Richard A. Derrick City Manager/CEO	Approved on City Council for the City of Hence	, by the derson.
ATTEST:	Approved as to funding:	
Jose Luis Valdez, CMC City Clerk	Jim McIntosh Chief Financial Officer	
Approved as to content:	Approved as to form:	
Priscilla Howell Director of Utility Services	Nicholas G. Vaskov City Attorney	CAO Review
Attest:	CLARK COUNTY WATER RECLAMATION DISTRICT	
Lynn Marie Goya, Secretary	Tick Segerblom, Chair	
Approved as to form:	Approved on	, by the Board o Water Reclamation
David J. Stoft, District General Counsel		

Attest:	CLARK COUNTY
Lynn Marie Goya, County Clerk	James B. Gibson, Chair
Approved as to form:	Approved on, by the Board of County Commissioners for Clark County
Lisa Logsdon, County Counsel	
Attest:	CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
Deanna M. Hughes, Board Secretary	Debra March, Chair
Approved as to form:	Approved on, by the Board of Directors for the Clark County Regional Flood Control District.
Christopher Figgins, Clark County Regional Flood Control District Legal Counsel	



