

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2021/2022

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; the City of North Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas, City of North Las Vegas and the Clark County Water Reclamation District) this _____ day of _____, 2021.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over two million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, Lake Mead and the Colorado River are a significant source of water for millions of other residents in the Lower Colorado River Basin, including citizens of Arizona, California, and Mexico as well as members of several Native American Tribes; and

WHEREAS, the Las Vegas Wash is comprised of highly treated wastewater flows, urban runoff, shallow ground water, storm water flows, and other flows, all of which run through the single tributary from the urban Las Vegas Valley into Lake Mead; and

WHEREAS, concerns over erosion, water quality, the loss of wetlands, and other issues have made managing the Las Vegas Wash one of the highest environmental priorities for Southern Nevada; and

WHEREAS, the undersigned parties – along with other local, state, and federal entities – embarked on a water quality process in 1997 that included participation in the Lake Mead Water Quality Forum and the formation of a citizens advisory committee which studied various issues related to water quality in the Las Vegas Wash, Las Vegas Bay, and Lake Mead; and

WHEREAS, the citizens advisory committee developed a series of recommendations for protecting and improving water quality, one of which was to develop a comprehensive adaptive management plan for the Las Vegas Wash; and

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 28 local, state, federal, environmental, and public representatives; and

WHEREAS, the LVWCC, over a 10-month period and with the support of over 100 staff from participating agencies, developed 44 recommended actions in nine study areas related to the Las Vegas Wash; and

WHEREAS, the LVWCC compiled the recommendations into the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), which was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

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WHEREAS, in July of 2000, a Sales Tax Allocation Cooperative Agreement was entered into by the Authority and the Wastewater Discharge Agencies represented by the City of Henderson, the City of Las Vegas and the Clark County Water Reclamation District; and

WHEREAS, that Sales Tax Allocation Cooperative Agreement provided that four percent (4%) of the gross revenue from the ¼ cent sales tax provided for by NRS Chapter 377B would be allocated to capital improvements and infrastructure needs in the Las Vegas Wash, and

WHEREAS, in June of 2002, the parties to this agreement entered into a Cooperative Agreement which recognized the LVWCAMP and established a basic understanding of the parties concerning implementation of the plan and their respective roles in that implementation through the Management Advisory Committee (MAC); and

WHEREAS, in November 2007, the parties to this agreement, along with the Clean Water Coalition, entered into an agreement that established the Las Vegas Valley Watershed Advisory Committee (LVVWAC). The LVVWAC assumed the responsibilities of the MAC and provided that the LVVWAC would continue implementation of the LVWCAMP, along with establishing a cohesive direction and integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead; and

WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a staff team to coordinate this effort; and

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2021/2022; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or \$357,092) to be paid from the revenues derived from the water wholesale delivery charge; and

WHEREAS, all parties to this agreement desire to allocate the monetary responsibility for contribution to said capital and infrastructure budget as well as the parties' respective monetary contributions to the estimated Las Vegas Wash operating budget.

WHEREAS, pursuant to NRS 277.180, a political subdivision may enter into interlocal agreements with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the individual governmental entities are authorized by law to perform.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation District, City of Las Vegas, City of North Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

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Section 1: Capital Improvements Budget

It is agreed that the budget for capital improvements and associated activities for 2021/2022 are included in the Project Work Plan of the Amended Las Vegas Wash Capital Improvements Plan. The Project Work Plan includes funding for design and construction activities related to channel stabilization structures, revegetation of disturbed construction sites, flood repair, construction equipment rental, and construction materials transportation.

Funding for capital projects will come from monies generated from 4% of gross revenue from the quarter-cent sales tax, federal partners, and other available sources.

The Authority will require its contractors to indemnify, defend and hold harmless the Parties to this Agreement against any and all claims, causes of action, judgments, and/or fees arising out of the contractor's acts and/or omissions related to its performance of any contract for the Authority.

The Authority will also require its contractors to name each party to this Agreement as an additional insured on the contractor's insurance policy.

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2021/2022 is estimated to be \$1,204,631. It is anticipated that there will be federal funding from the Bureau of Reclamation available to augment the parties' contributions. Said federal funding is estimated to be approximately \$244,400. Additional grants from the Nevada Division of Environmental Protection are anticipated to augment the operating budget in the amount of \$67,500. This will leave \$892,731 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute \$357,093 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that \$535,638 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is the Work Plan and Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs for the 2021/2022 fiscal year.

Funding of Local Share: It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the local share or \$892,731 of the total operating budget for the Las Vegas Wash for fiscal year 2021/2022:

- A. Authority Purveyor Members acknowledge that the Authority shall pay 40% (\$357,093) of the local share using revenues derived from the water wholesale delivery charges paid to the Authority by the Authority Purveyor Members.
- B. Authority "Wastewater Discharge Members" shall pay 40% (\$357,093) of the local share as follows:

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- a. The City of Henderson, as a discharger, will be responsible for payment of 12.9% of the \$357,093 or \$46,065;
 - b. The Clark County Water Reclamation District will be responsible for 54.9% of the \$357,093 or \$196,044;
 - c. The City of Las Vegas will be responsible for 22.6% of the \$357,093 or \$80,703; and
 - d. The City of North Las Vegas will be responsible for 9.6% of the \$357,093 or \$34,281.
- C. Clark County will pay 10% of the local share (\$89,273).
- D. Clark County Regional Flood Control District will pay 10% of the local share (\$89,273).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2021/2022 within 30 days of approval by all governmental bodies.

Section 4: Effective Date

This agreement becomes effective when the duplicate originals are executed and dated by all parties, realizing that each entity, by necessity, must approve and execute the subject document at different places and on different dates.

Section 5: Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable under any other part of this agreement.

Section 6: Governing Law

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this agreement.

Section 7: Third Party Beneficiaries

This agreement is intended only to benefit the parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

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Section 8: One Time Agreement

It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand-alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

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SOUTHERN NEVADA WATER AUTHORITY

Marilyn Kirkpatrick, Chair

Approved as to form:

Approved on _____, by the Board of Directors
Southern Nevada Water Authority.

Steven C. Anderson, Deputy Council

Attest:

CITY OF LAS VEGAS

LuAnn D. Holmes, MMC, City Clerk

Carolyn G. Goodman, Mayor

Approved as to form:

Approved on _____, by the City Council
for the City of Las Vegas.

John S. Ridilla, Deputy City Attorney

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CITY OF HENDERSON

Richard A. Derrick
City Manager/CEO

Approved on _____, by the
City Council for the City of Henderson.

ATTEST:

Approved as to funding:

Lisa M. Corrado, AICP
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:

CITY OF NORTH LAS VEGAS

Catherine Raynor, MMC City Clerk

John J. Lee, Mayor

Approved as to form:

Approved on _____, by the City Council for the
City of North Las Vegas.

Micaela Rustia Moore, City Attorney

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**CLARK COUNTY WATER RECLAMATION
DISTRICT**

Tick Segerblom, Chairman

Approved as to form:

Approved on _____, by the Board of Trustees for the
Clark County Water Reclamation District.



David J. Stoft, District General Counsel

Attest:

CLARK COUNTY

Lynn Goya, County Clerk

Marilyn Kirkpatrick, Chair

Approved as to form:

Approved on _____, by the Board of County Commissioners for Clark
County (Parks & Recreation)



Steven Sweikert, Deputy District Attorney

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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 D. Figgins, Clark County
Regional Flood Control District
Legal Counsel

Attachment A
Work Plan and Operating Budget Narrative
FY 2021/2022

MATERIALS, SUPPLIES, EQUIPMENT – TOTAL \$61,360

Funding in the amount of \$61,360 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, and subscriptions/publications.

OFFICE LEASE – TOTAL \$54,740

Funding in the amount of \$54,740 is requested for the office space located at 100 City Parkway.

SALARIES AND BENEFITS – TOTAL \$638,830

Funding in the amount of \$638,830 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS – TOTAL \$449,700
(LOCAL CONTRIBUTION \$137,800)

The total research and studies budget is \$449,700. Of this, the local contribution is \$137,800, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the LVWCAMP and to meet state and federal environmental compliance requirements.

Budgeted Items	Amount
Materials, Supplies, Equipment	\$61,360
Office Lease	\$54,740
Salaries and Benefits	\$638,830
Research and Studies Projects	\$449,700
TOTAL FY 21/22 BUDGET	\$1,204,631
BUREAU OF RECLAMATION CONTRIBUTION	\$244,400
OTHER CONTRIBUTION/GRANTS	\$67,500
LOCAL CONTRIBUTION	\$892,731