

**INTERLOCAL AGREEMENT TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET
FOR LAS VEGAS WASH LONG-TERM OPERATING PLAN ACTIONS IN FISCAL YEAR
2022/2023**

This Interlocal Agreement ("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) (collectively, "Parties") this _____ day of _____, 2022.

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 groundwater, stormwater 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 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 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 ("CAMP"), which was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

WHEREAS, in June of 2002, the Parties entered into a cooperative agreement which recognized

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the CAMP 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 , 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 CAMP, 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 was designated as the lead agency to implement the CAMP and established a staff team to coordinate this effort; and

WHEREAS, the Authority implemented the recommendations in the CAMP from 2000 into 2022, stabilizing and enhancing the valuable environmental resources of the Las Vegas Wash with funding from 4% of a ¼ cent sales tax allocated to capital improvements and infrastructure needs in the Las Vegas Wash and local contributions from the MAC and LVVWAC; and

WHEREAS, on March 10, 2020, the LVVWAC voted to approve the Las Vegas Wash Long-Term Operating Plan ("LTOP"), establishing a budget of \$2,392,189 in 2019 dollars to operate and maintain Las Vegas Wash assets and program attributes, with an annual increase of 2.5%; and

WHEREAS, all Parties desire to allocate the monetary responsibility for contribution to said LTOP budget; and

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 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:

Section 1: LTOP Budget

The total operating budget for the Authority's LTOP activities for fiscal year 2022/2023 is estimated to be \$2,576,126 (Attachment A). It is anticipated that there will be federal funding from the Bureau of Reclamation in the amount of \$220,000 and grants from the Nevada Division of Environmental Protection in the amount of \$42,500 available to augment the Parties' contributions, leaving \$2,313,626 to be funded by the Parties. Clark County Regional Flood Control District will pay 50% of the \$1,291,880 allocated for erosion and stormwater actions (Attachment A), less approximately 25% of the grant funding, corresponding to their percentage of the total budget, for a total contribution of \$580,120. The remaining Parties shall contribute the remaining \$1,733,506 of the total operating budget (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's Purveyor Members will contribute \$762,743 or 44% of the local share; however, the Purveyor Members' contribution is not governed by this agreement. The Parties thus acknowledge and agree to pay \$970,763, or 56% of the local share of the total

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operating budget. A budget outlining the anticipated costs for implementing LTOP actions in the 2022/2023 fiscal year is included as Attachment A.

- A. Authority Purveyor Members acknowledge that the Authority shall pay 44% (\$762,743) of the local share using revenues from the water wholesale delivery charges paid to the Authority by the Authority Purveyor Members.
- B. Authority Wastewater Discharge Members shall pay 43% (\$745,407) of the local share as follows:
 - a. The City of Henderson: 13.4% of the local share or \$99,885;
 - b. The Clark County Water Reclamation District: 54.5% of the local share or \$406,247;
 - c. The City of Las Vegas: 22.4% of the local share or \$166,971; and
 - d. The City of North Las Vegas: 9.7% of the local share or \$72,304.
- C. Clark County will pay 13% of the local share or \$225,356.

Section 2: Payments

Payments will be made by the Parties as specified in Section 1 into a fund established specifically for LTOP actions for fiscal year 2022/2023 within 30 days of approval of this Agreement by all Parties.

Section 3: 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.

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Section 4: 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 5: Governing Law

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

Section 6: No Third-Party Beneficiaries

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

Section 7: One Time Agreement

It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or construed 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, CPO, MAOM
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:

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:

CITY OF NORTH LAS VEGAS

Jackie Rodgers, 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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Attest:

**CLARK COUNTY WATER RECLAMATION
DISTRICT**

Lynn Marie Goya, Secretary

Tick Segerblom, Chair

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 Marie Goya, County Clerk

James B. Gibson, Chair

Approved as to form:

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

Lisa Logsdon, County Counsel

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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
LTOP Budget
FY 2022/2023

On March 10, 2020, when first approved by the LVVWAC, the annual cost of implementing the LTOP's 36 actions was \$2,392,189 in 2019 dollars. As agreed, an increase of 2.5 percent was applied for each fiscal year to address cost of living adjustments and inflation, resulting in a total cost of \$2,576,126 in 2022 dollars. Labor costs include fringe benefits and 19% to cover overhead costs such as office lease and supplies.

Core Element	Action No.	Labor Costs	Other Costs	Total Cost
Erosion and Stormwater	1-8	\$300,064	\$991,816	\$1,291,880
Jurisdictional and Regulatory	9-14	\$86,694	\$926	\$87,620
Public Outreach	15-21	\$304,228	\$63,106	\$367,334
Funding	22-23	\$78,376	\$0	\$78,376
Shallow Groundwater	24-26	\$28,551	\$38,768	\$67,319
Environmental Resources	27-36	\$378,837	\$304,760	\$683,597
		\$1,176,750	\$1,399,376	\$2,576,126