

## LAS VEGAS WASH COOPERATIVE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 20 day of June, 2002 (the "Effective Date") by and between the following Parties:

1. Southern Nevada Water Authority, a Joint Powers Authority established pursuant to Chapter 277 of the Nevada Revised Statutes and by the Southern Nevada Water Authority Cooperative Agreement, originally effective July 25, 1991 (hereinafter "SNWA");
2. City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada (hereinafter "Las Vegas");
3. City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada (hereinafter "North Las Vegas");
4. City of Henderson, a municipal corporation and political subdivision of the State of Nevada (hereinafter "Henderson");
5. Clark County Sanitation District, a general improvement district and political subdivision of the State of Nevada (hereinafter "Sanitation District");
6. Clark County, a political subdivision of the State of Nevada (hereinafter "Clark County").
7. Clark County Regional Flood Control District, a political subdivision of the State of Nevada (hereinafter "RFCD").

Each of these entities is sometimes herein referred to individually as "Party" and collectively as "Parties".

## RECITALS

WHEREAS, Pursuant to NRS §277.045 the Parties hereto are authorized to enter into Cooperative Agreements with other political subdivisions of the State of Nevada, and

WHEREAS, The Las Vegas Wash (Wash), is the primary outlet for water flows from the metropolitan Las Vegas Valley (Valley) into Lake Mead, and as such, is a critical element in the overall environmental and water resource issues facing southern Nevada; and

WHEREAS, Lake Mead and the Colorado River are the primary source of drinking water for over one and a half million residents of the Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, There is a current need for coordinated efforts by the Parties in order to promote long term enhancement and management of the Wash including activities concerning erosion control, bank stabilization, revegetation and water quality; and

WHEREAS, There is a need for the Parties to act collectively in a cooperative manner and to establish each Party's necessary role and responsibilities and the requisite processes for effectuating these roles and responsibilities; and

WHEREAS, There is a need for the Parties to designate a lead agency to coordinate and manage the enhancement of the Wash and the Parties desire and agree that the SNWA should continue to take the lead in coordinating Wash activities; and

WHEREAS, The Parties have a good faith understanding that funding will be required.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties hereto do agree as follows:

1. Obligations of SNWA. 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:

1.1 Capital Improvement Plan. SNWA shall prepare a CIP and review such CIP on an annual basis. The preparation and review of the CIP by the SNWA shall be completed according to the terms and conditions contained in Section 4 of this Agreement.

1.2 Operation and Maintenance. SNWA shall operate and maintain Wash facilities, including all erosion control structures and bank stabilization projects, as defined in Section 5 of this Agreement. Operation and Maintenance shall be in accordance with the approved O&M Plan. Furthermore, SNWA shall obtain and hold all necessary federal, state and local permits required to construct, operate and maintain such facilities. SNWA will notify each of the Parties, either directly or through the Management Advisory Committee (“MAC”), of all special permit requirements. Further, SNWA shall, in obtaining such permits, negotiate in the best interest of the Parties to this Agreement.

1.3 Work Plan. SNWA shall prepare a five-year work plan (“Work Plan”) for the purpose of detailing and coordinating activities and projects related or connected to compliance activities, revegetation requirements and other regulatory requirements in the Wash as well as general administration activities related to the Wash and support of the Las Vegas Wash Coordination Committee (“LVWCC”). Special permit requirements identified in the Work Plan shall be submitted to the MAC for review and approval in accordance with Section 7 of this Agreement and SNWA agrees to work with the other Parties to discuss and evaluate activities and projects identified in the Work Plan.

1.4 Annual Report. SNWA shall prepare an annual report of the status of activities and projects identified in the Work Plan.

1.5 Integrated Facilities Plan. SNWA shall prepare, and update as needed, an Integrated Facilities Plan (the “IFP”) for the Wash. The IFP shall include both projects and facilities contained in the Capital Improvement Plan (“CIP”) and those outside of the CIP that are constructed and operated by Parties to this Agreement. SNWA shall review annually and SNWA shall prepare and update the IFP according to the terms and conditions set forth fully in Section 6 of this Agreement.

1.6 Annual Budget and Preparation of Funding Agreements.

1.6.1 Annual Budget. SNWA shall prepare a budget for costs associated with the implementation of the Work Plan and general administration of activities related to the Wash on an annual basis that includes, but is not limited to, the following criteria:

1.6.1.1 Projections. Each budget prepared by the SNWA shall contain a five-year projection of the costs associated with the Parties ongoing efforts to manage and enhance the Wash.

1.6.1.2 Review and Approval. Each year, SNWA shall submit the budget to the MAC for its review on or before August 15th of that year. Subsequent to the MAC’s review of the budget but no later than October 15<sup>th</sup> each year, SNWA shall submit the budget to each of the Parties for approval as part of the individual Party’s overall budget.

1.6.1.3 Components of Budget. The budget prepared and submitted annually by SNWA shall include, but not necessarily be limited to, preparation and revision of the Work Plan, all necessary staffing, consultants, monitoring, office expenses and travel related to the administration of Wash activities.

1.6.1.4 Outside Funding. The annual budget prepared and submitted by SNWA shall define the process whereby entities other than the Parties to this Agreement may either fund or contribute to activities related to the management and enhancement of the Wash including administration and monitoring.

1.6.2 Preparation of Funding Agreements. SNWA shall prepare, as necessary, all funding agreements necessary to implement or otherwise effectuate the CIP and O&M Plan.

1.6.2.1 Review and Approval. As appropriate, SNWA shall submit funding agreements for the CIP and/or O&M Plan to the MAC for its review. Subsequent to the MAC's review of the a funding agreement, SNWA shall submit the funding agreement to each of the Parties for consideration and possible approval as part of the individual Party's overall budget.

1.6.2.2 Outside Funding. All CIP and/or O&M Plan funding agreements prepared and submitted by SNWA shall define the process whereby entities other than the Parties to this Agreement may either fund or contribute to either the CIP, the O&M Plan or both.

2. General Obligations of the Parties. The Parties hereto agree to use their best efforts in achieving the goals and objectives enumerated in this Agreement and each of the Parties hereto does expressly agree to take each of the following actions:

- a. Cooperate in effectuating the long-term stabilization, enhancement and management of the Wash;
- b. Seek approval of necessary funding agreements for the enhancement of the Wash, subject to the availability of such funds;

- c. To work jointly and cooperate with each of the other Parties hereto to ensure the integrity of the Wash plan through development and implementation of long term management practices and strategies;
- d. Integrate planning activities related to the Wash or projects with potential impacts to the Wash;
- e. Inform and coordinate with each of the other Parties all activities regarding the issuance of permits and other water quality issues;
- f. Provide assistance to other Parties in obtaining needed permits; and
- g. Report and communicate with other Parties regarding regulatory issues and requirements.

Notwithstanding anything to the contrary contained herein, the Parties hereto recognize that the Dischargers (Henderson, North Las Vegas, Las Vegas and the Sanitation District) may eventually remove water from the Wash and discharge it elsewhere. The Parties agree to cooperate in determining what quantity of water should be left in the Wash in order to optimize water quality and other environmental considerations. Further, the Dischargers shall not unreasonably deny a sufficient quantity of water for Wash related goals.

3. Funding. Subject to the discretionary approval of the Parties governing bodies, the Parties agree to make a good faith effort 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. Furthermore, each of the Parties hereto expressly agrees as follows:

3.1 O&M Budget. Following the preparation of a funding agreement for Wash operation and maintenance activities by SNWA in accordance with paragraph 1.6.2.1, each of the pertinent Parties hereto shall submit that budget to its respective governing body for consideration and possible approval. Failure of any governing board to approve the necessary funds shall not be deemed to breach this Agreement.

3.2 Approval of CIP. Following the preparation of a funding agreement for the implementation of the CIP in accordance with paragraph 1.6.2.1 of this Agreement by SNWA, each of the pertinent Parties hereto shall submit the funding agreement 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.

3.3 Approval of Annual Budget. Pursuant to paragraphs 1.6.1.2, each year each of the Parties hereto shall submit as part of the Parties budget process the Parties portion of the annual budget for the implementation of the Work Plan and general administration of the Wash 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.

3.3 Outside Funding. The Parties hereto agree to diligently pursue all available funding options in order to augment and/or mitigate the funding contributions by the Parties to this Agreement. Such outside funding options shall include, but not be limited to, federal funding through the Southern Nevada Public Lands Management Act of 1998, federal grants, other federal programs through the Army Corp. of Engineers, Bureau of Reclamation, Fish and Wildlife Service or other federal agency, state, local, or private funding options. The Parties agree that such alternative funding options will support implementation of actions outlined in the

Las Vegas Wash Comprehensive Adaptive Management Program (LVCAMP). Further, each Party agrees to work with SNWA to identify and secure alternative sources of funding.

4. Capital Improvements Plan. SNWA shall maintain in effect and revise annually a Capital Improvements Plan (“CIP”) for the installation and improvement of facilities related to stabilization and water quality maintenance in and adjacent to the Wash. The CIP shall: (i) specify, and govern the construction of facilities of a capital nature that are to be added for the purpose of channel stabilization, erosion control or sediment management; and (ii) provide for the acquisition and storage of supplies to be used in the construction or repair of capital improvements included herein.

4.1 General Information Regarding Specific Facilities. The CIP shall include at least the following elements:

- (1) A general description of each facility to be constructed, including the size of each conveyance, diversion, grade control, stream bank stabilization, or channel bed protection facility;
- (2) A map showing the general location of each facility to be constructed;
- (3) The schedule on which construction of each facility is to be started and completed;
- (4) The estimated cost of each facility to be constructed;
- (5) The proposed funding mechanism(s) for either each facility or the CIP in aggregate;
- (6) The Total Cost of the Capital Improvements Plan in current dollars and midpoint construction dollars; and
- (7) Cash flow forecasts by year.

(8) Those facilities SNWA is responsible for operating and maintaining.

4.2 Approval of Capital Improvements Plan SNWA must approve the CIP and any subsequent revision or amendment of the CIP in order for the CIP or such revision or amendment to be effective. Prior to submittal to SNWA Board of Directors, SNWA shall submit the CIP or any revision or amendment to the CIP to the MAC for review and comment.

4.4 Review of and Revisions to the Capital Improvements Plan

4.4.1 Plan Effective Until Revised. Each revision to the CIP shall remain in effect until revised as provided in this agreement.

4.4.2 Reduction in Scope, Plan Elements Completed By Others. SNWA shall revise the CIP to eliminate capital items installed by others or to reduce or increase requirements for capital improvement of items subject to changes in planning, design, or operational criteria instituted by others.

4.4.3 Annual Review of and Revisions to Capital Improvements Plan. SNWA shall review, and reaffirm or revise, the CIP at least annually so that the CIP will continue to meet the requirements of this Agreement and otherwise as the SNWA deems appropriate, to serve the Parties to this Agreement. In performing the annual review of the CIP, the SNWA shall regularly consult with the Parties to this agreement concerning, among other things, ( i ) the then-existing and projected capital needs of the Parties associated with stabilization efforts, water quality protection, ecosystem enhancement, or environmental protection of the Wash, and (ii) any revisions proposed in writing by a party to this Agreement.

4.5 County to Provide Easements. If separately approved by the Board of County Commissioners at their sole discretion, the County expressly agrees to provide easements and/or licenses or encroachment permits across land owned by the County as may be necessary to

effectuate the terms and conditions of this Agreement. Further, Clark County shall issue, at no charge, any necessary permits to construct, build and maintain CIP facilities.

4.6 Physical Scope. The physical scope of the CIP shall be defined as the area between Las Vegas' Treatment Plant discharge point to the National Park Service boundaries within the riparian areas supported by flows in the Las Vegas Wash.

5. Operation and Maintenance Plan. SNWA shall maintain in effect, and revise as necessary, an Operation and Maintenance Plan which shall govern operation and maintenance of facilities related to stabilization and water quality protection in and adjacent to the Wash, as identified in the CIP or as incorporated by separate agreement.

5.1 Maintenance of Water Quality Standards. SNWA shall provide oversight of the Operation and Maintenance Plan to ensure, as much as practical, that activities associated with operation and maintenance of facilities included in the Operation and Maintenance Plan meet standards associated with erosion control and water quality protection.

5.2 Operation and Maintenance Activities Included. The Operation and Maintenance Plan shall provide, either through SNWA or through the agreed upon activities of other parties to this Agreement, for operation and maintenance of facilities constructed or improved as identified in and as part of the CIP or as otherwise included by separate agreement. Operation and maintenance activities included in the Operation and Maintenance Plan shall include monitoring foundation erosion and scour conditions, observing stream discharge impacts, operating water flow control devices, removing accumulated trash and debris, controlling site dust, managing vegetation, controlling erosion, performing site surface grading, graffiti removal, fencing and safety equipment repair, repainting, and other necessary normal operations and

repair activities to conveyance, diversion, grade control, stream bank stabilization, and channel bed protection facilities related to stabilization of the Las Vegas Wash channel and non-urbanized overbank flooding areas of the Wash as identified in the CIP. The Operation and Maintenance Plan shall also make provision for emergency operations and repair, and major repair of facilities damaged by fire, flood, earthquake and other natural events.

5.3 Monitoring. The Operation and Maintenance Plan shall provide for routine visual inspection and monitoring of the condition and function of facilities included herein. As required for environmental compliance to permits issued for subject facilities, the Operation and Maintenance Plan shall detail operations, activities, and reporting necessary to meet required compliance conditions.

5.4 Emergency Operations and Repair. The Operation and Maintenance 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 Operations and Maintenance Plan shall define and make provisions for the creation and update of Emergency Action Plans for each facility included in the Plan.

5.5 Prioritization of Operation and Maintenance Activities. The Operation and Maintenance Plan shall present a scheme for prioritization of operations, maintenance, and repair of facilities included in the Plan. Prioritization of Operation and Maintenance of facilities shall be based upon: safety to adjacent and downstream facilities and property; degree of expected damage to be experienced without operation or maintenance; funding; available resource; and priority of competing interests outside of the Wash.

5.6 Access for Operations and Maintenance. The Operation and Maintenance 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 Operation and Maintenance Plan shall describe necessary operation and maintenance activities to safeguard and maintain access in passable condition and in conformance with environmental requirements for use. In the case that access is used for multi-purposes such as motor vehicle access for other purposes outside this plan, trail systems, or emergency conditions, written agreement shall be developed prior to construction of the subject facility, identifying financial and physical responsibility for access maintenance, and environmental compliance.

5.7 Acquisition and Maintenance of Water Rights and Irrigation Water. The Operation and Maintenance Plan shall identify ownership, volumes, place of diversion and place of use of water rights for irrigation waters necessary to provide irrigation waters required for maintenance of vegetation associated with wetlands, ecosystem, and erosion control purposes. The operations and maintenance plan shall identify the maintenance responsibilities required to maintain delivery of irrigation waters to the place of use.

5.8 Revisions to Operation and Maintenance Plan.

5.8.1 Operation and Maintenance Plan Effective Until Revised. The Operation and Maintenance shall remain in effect until revised as provided in this Agreement, and each revision of the Operation and Maintenance Plan similarly shall remain in effect until further revised.

5.8.2 Annual Review of Operation and Maintenance Plan. The Operation and Maintenance Plan shall be reviewed and revised at least annually and more frequently if

necessary so that it will conform to the requirements of this Agreement. During such review, SNWA shall consider any revisions proposed in writing by the Parties to this agreement.

5.9 Reserve Fund. SNWA shall establish and maintain, in cooperation with the other Parties, a reserve fund for the purpose of providing, and in amounts reasonably necessary to provide, sufficient funds for the payment of finance costs on any debt incurred by the Parties in connection with the execution of the Operation and Maintenance Plan and for such other purposes as SNWA deems necessary.

5.10 Physical Scope. The physical scope of the Operation and Maintenance Plan shall be defined as the area between Las Vegas' Treatment Plant discharge point to the National Park Service boundaries within the riparian area supported by flows within the Las Vegas Wash. However, the Operation and Maintenance Plan shall not include operation and maintenance of the Clark County Wetlands Park, Lake Las Vegas or other development as deemed appropriate by the Parties.

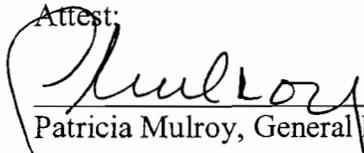
5.11 Ownership of Facilities. SNWA shall transfer ownership of all facilities, including erosion control structures, bank stabilization projects and other facilities as deemed appropriate by SNWA and Clark County, to Clark County upon completion and acceptance of each facility. Notwithstanding anything to the contrary contained in this Agreement, SNWA shall not be obligated to transfer to Clark County any infrastructure related to the delivery of water or that is otherwise necessary for SNWA to conduct its regular operations. Such transfer of ownership shall not affect SNWA's management responsibilities pursuant to this Agreement. Clark County shall provide SNWA with all necessary rights-of-way or other appropriate means of access in order to maintain stream gauges, water monitoring facilities and to otherwise effectuate SNWA's management responsibilities under this Agreement.

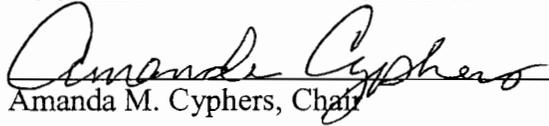
6. Integrated Facilities Plan. SNWA shall prepare, in accordance with RFCD's five-year plan or as otherwise necessary, an Integrated Facilities Plan ("IFP") that will detail all of the facilities and projects that are undertaken pursuant to this Agreement as well as any other facilities or projects undertaken by any Party that relates in whole or in part to the management or enhancement of the Wash. SNWA will review the IFP as necessary, but at least every five years, and determine if the IFP should be amended. Adoption of the IFP shall not require the approval of any Party and the IFP shall be purely informational in nature. The IFP shall include consolidated schedules of all proposed facilities construction and shall focus upon facilities rather than research or administration.

7. Creation of the Management Advisory Committee. There is hereby established a Management Advisory Committee ("MAC") consisting of one representative designated by each of the Parties hereto. The MAC may, at its election, consult with the SNWA about, and provide advice respecting any matter pertaining to the administration, operation, maintenance and construction of the Wash and facilities appurtenant to the Wash or other action required to comply with the obligations of the Parties set forth at section 2 of this Agreement. Each Party shall notify the SNWA whenever it designates a representative to the MAC. Each Party shall use its best efforts to appoint a representative to the MAC who can speak for that Party regarding issues relating to the Wash.

The MAC shall comply with Chapter 241 of the Nevada Revised Statutes and may, at its discretion, adopt such bylaws and procedures as are necessary or convenient to its operation.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement on the date and year written above.

Attest:  
  
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Patricia Mulroy, General Manager

SOUTHERN NEVADA WATER AUTHORITY  
  
\_\_\_\_\_  
Amanda M. Cyphers, Chair

Attest:  
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CITY OF LAS VEGAS  
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Attest:  
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CITY OF NORTH LAS VEGAS  
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Attest:  
\_\_\_\_\_  
Monica M. Simmons, City Clerk

CITY OF HENDERSON  
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James B. Gibson, Mayor

Attest:  
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CLARK COUNTY SANITATION DISTRICT  
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Attest:  
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CLARK COUNTY  
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Attest:  
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CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT  
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Attest:

SOUTHERN NEVADA WATER AUTHORITY

\_\_\_\_\_  
Patricia Mulroy, General Manager

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Amanda M. Cyphers, Chair

Attest:

CITY OF LAS VEGAS

  
By: Beverly K. Bridges  
Chief Deputy City Clerk

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Attest:

CITY OF NORTH LAS VEGAS

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Attest:

CITY OF HENDERSON

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Monica M. Simmons, City Clerk

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James B. Gibson, Mayor

Attest:

CLARK COUNTY SANITATION DISTRICT

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Attest:

CLARK COUNTY

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Attest:

CLARK COUNTY REGIONAL FLOOD  
CONTROL DISTRICT

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Attest:

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Patricia Mulroy, General Manager

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Amanda M. Cyphers, Chair

Attest:

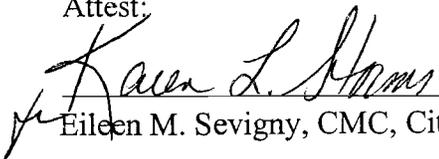
CITY OF LAS VEGAS

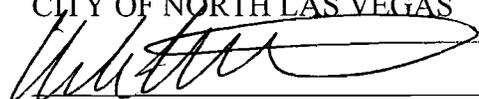
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Attest:

CITY OF NORTH LAS VEGAS

  
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Eileen M. Sevigny, CMC, City Clerk

  
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Michael L. Montandon, Mayor AUG 7 2002

Attest:

CITY OF HENDERSON

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Monica M. Simmons, City Clerk

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James B. Gibson, Mayor

Attest:

CLARK COUNTY SANITATION DISTRICT

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Attest:

CLARK COUNTY

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Attest:

CLARK COUNTY REGIONAL FLOOD  
CONTROL DISTRICT

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Attest: SOUTHERN NEVADA WATER AUTHORITY

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Patricia Mulroy, General Manager

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Amanda M. Cyphers, Chair

Attest: CITY OF LAS VEGAS

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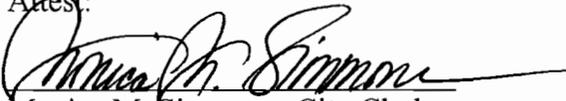
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Attest: CITY OF NORTH LAS VEGAS

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Attest:

  
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Monica M. Simmons, City Clerk

CITY OF HENDERSON

  
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James B. Gibson, Mayor

**COUNCIL ACTION**  
JUL 2 2002

Attest: CLARK COUNTY SANITATION DISTRICT

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Attest: CLARK COUNTY

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Attest: CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

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Attest: SOUTHERN NEVADA WATER AUTHORITY

\_\_\_\_\_  
Patricia Mulroy, General Manager

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Amanda M. Cyphers, Chair

Attest: CITY OF LAS VEGAS

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Attest: CITY OF NORTH LAS VEGAS

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Attest: CITY OF HENDERSON

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Monica M. Simmons, City Clerk

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James B. Gibson, Mayor

Attest: CLARK COUNTY SANITATION DISTRICT

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*Fred F. Turnier*  
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Attest: CLARK COUNTY

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Attest: CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

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IN WITNESS WHEREOF, each of the Parties has executed this Agreement on the date and year written above.

Attest: SOUTHERN NEVADA WATER AUTHORITY

\_\_\_\_\_  
Patricia Mulroy, General Manager

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Amanda M. Cyphers, Chair

Attest: CITY OF LAS VEGAS

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Attest: CITY OF NORTH LAS VEGAS

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Attest: CITY OF HENDERSON

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Monica M. Simmons, City Clerk

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James B. Gibson, Mayor

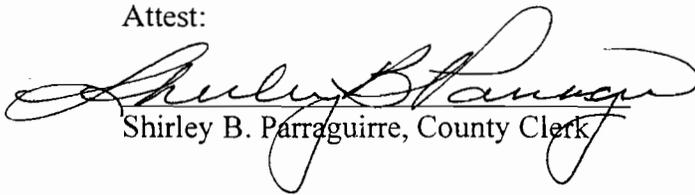
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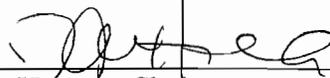
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Attest:

CLARK COUNTY

  
Shirley B. Parraguirre, County Clerk

  
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Dario Herrera, Chairman

Attest:

CLARK COUNTY REGIONAL FLOOD  
CONTROL DISTRICT

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Attest:

CLARK COUNTY REGIONAL FLOOD  
CONTROL DISTRICT

July 11, 2002

Laurence S. Brown<sup>III</sup>