

RESOLUTION NO. 3988

(Interlocal Agreement for Reallocation of Quarter Cent Sales Tax)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA, REGARDING AN INTERLOCAL AGREEMENT BETWEEN THE SOUTHERN NEVADA WATER AUTHORITY, THE CITY OF LAS VEGAS, THE CITY OF HENDERSON, AND THE CLARK COUNTY WATER RECLAMATION DISTRICT.

WHEREAS, the City Council of the City of Henderson, Nevada, has received a request to participate in an interlocal agreement with the Southern Nevada Water Authority, the City of Las Vegas, and the Clark County Water Reclamation District to reallocate an overpayment of the quarter cent sales tax; and

WHEREAS, NRS 277.180 provides that two or more political subdivisions may enter into cooperative agreements for the performance of any governmental functions; and

WHEREAS, each of the parties to this Agreement provides water and wastewater service or has jurisdictional authority within its respective territorial limits; and

WHEREAS, the City Council believes that it is necessary and in the best interest of the City, its residents and water customers that the Agreement be executed; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada, that:

SECTION 1. The Agreement attached hereto as Exhibit A be, and the same hereby is approved, and City staff are authorized and instructed to perform any duty necessary to effectuate the Agreement.

SECTION 2. All actions heretofore taken by the City and its officers and employees toward the purposes of this Resolution are hereby ratified, approved and confirmed.

SECTION 3. The officers and employees of the City are authorized to take all actions necessary to effectuate the provisions of this Resolution.

SECTION 4. A true and correct copy of the Agreement between the respective parties is attached hereto and incorporated herein by reference as Exhibit A, consisting of four (4) pages.

SECTION 5. This resolution shall be in effect upon passage and approval.

PASSED, ADOPTED, AND APPROVED THIS 21ST DAY OF JUNE 2011, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

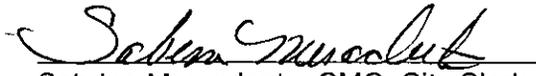
Those voting aye: Andy Hafen, Mayor
 Councilmembers:
 Gerri Schroder
 Kathleen Boutin
 Debra March
 Sam Bateman

Those voting nay: None
Those abstaining: None
Those absent: None



Andy Hafen, Mayor

ATTEST:



Sabrina Mercadante, CMC, City Clerk

Exhibit A
Agreement

INTERLOCAL AGREEMENT BETWEEN
THE SOUTHERN NEVADA WATER AUTHORITY,
THE CITY OF LAS VEGAS, THE CITY OF HENDERSON
AND THE CLARK COUNTY WATER RECLAMATION DISTRICT

WHEREAS, the 1997 Nevada Legislature imposed a quarter (1/4) cent sales tax to pay for regional water and wastewater infrastructure improvements; and

WHEREAS, an Interlocal agreement was signed in 2000 between the Southern Nevada Water Authority (SNWA) and the member agencies of City of Henderson (Henderson), City of Las Vegas (CLV), and the Clark County Water Reclamation District (District) to distribute thirty eight (38%) percent of the 1/4 cent sales tax to the member agencies using a calculation based on influent flows and equivalent residential units (ERU); and

WHEREAS, a recent review of the distributions revealed an error in the original calculations that resulted in incorrect amounts distributed to the District, Henderson and CLV for Calendar Years 2001 through May, 2010; and

WHEREAS, the calculations revealed that the District was overpaid three million, five hundred seventy nine thousand, eight hundred six dollars and fifty six cents (3,579,806.56) which should have been paid to the CLV; and

WHEREAS, the calculations revealed that Henderson was overpaid two million, five hundred eighty two thousand, nine hundred ninety one dollars and eighty eight cents (2,582,991.88) which should have been paid to the CLV; and

WHEREAS, the parties desire to determine an equitable means by which the overpayment may be rectified;

NOW, THEREFORE, in consideration of the mutual terms and conditions, the parties agree as follows:

1. SNWA shall use the existing 1/4 cent sales tax distribution mechanism to reallocate thirty seven thousand, two hundred eighty nine dollars and sixty five cents (\$37,289.65) of the District's monthly share of the 1/4 cent sales tax distribution to the CLV for the next ninety six (96) months, with the first monthly share reallocation applied to the July 2011 distribution.

2. SNWA shall use the existing 1/4 cent sales tax distribution mechanism to reallocate twenty six thousand, nine hundred six dollars and seventeen cents (\$26,906.17) of Henderson's monthly share of the 1/4 cent sales tax distribution to the CLV for the next ninety six (96) months, with the first monthly share reallocation applied to the July 2011 distribution.

3. The CLV agrees to the payment schedule and acknowledges and agrees that no interest shall be paid on the tax distribution adjustment.

4. The parties agree that at the conclusion of the 96 months, the underpayment shall be deemed paid in full. The CLV further agrees that the terms set forth in this agreement resolve all claims, disputes, actions and remedies the CLV may assert and shall forever settle, adjust and discharge all claims and obligations arising out of the overpayment of Henderson and the District.

5. This Agreement shall not be construed as, nor deemed to be, an Agreement for the benefit of any third (3rd) party or parties, and no third (3rd) party or parties shall have a right of action hereunder for any cause whatsoever.

6. Should any section or any part of this Agreement be rendered void, invalid, or unenforceable by any Court of Law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any other portion of any section of this Agreement.

7. The drafting, execution and delivery of the Agreement by the parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. The Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto.

8. 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.

9. This Agreement may not be modified unless such modification is in writing and signed by all parties to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective _____.

SOUTHERN NEVADA WATER AUTHORITY

ATTEST:

By: _____

By: _____

Approved as to legality and form:

By: _____

CLARK COUNTY WATER RECLAMATION DISTRICT

ATTEST:

By: _____
Richard Mendes

By: _____
Diana Alba, Secretary

Approved as to legality and form:

By: _____
Carolyn C. Campbell
Deputy District Attorney

CITY OF LAS VEGAS

ATTEST:

By: _____
Oscar Goodman
Mayor

By: _____
Beverly Bridges, City Clerk

Approved as to legality and form:

By: _____
Deputy City Attorney

CITY OF HENDERSON

ATTEST:

By: _____
Andy Hafen
Mayor

By: _____
Sabrina Mercadante, CMC
City Clerk

Approved as to legality and form:

By: _____
Terri A. Williams
Assistant City Attorney