

MEMORANDUM OF AGREEMENT

Lake Mead Water Quality Forum

I. GOALS

This Memorandum of Agreement (MOA) continues the Lake Mead Water Quality Forum hereafter designated as the Forum. The goals of the Forum are to support the protection of human health and the environment and to preserve and improve the water quality of the Las Vegas Wash, Las Vegas Bay and Lake Mead. To meet these goals, the signatories agree to cooperatively and openly:

- Identify issues regarding the water quality of the Las Vegas Wash, Las Vegas Bay and Lake Mead with the purpose of protecting these waterbodies for public and municipal water supply, aquatic life, wildlife, recreation and other beneficial uses.
- Use the Forum to build stakeholder consensus and share information.
- Coordinate study efforts, provide technical updates and disseminate information to the public.
- Serve as a clearinghouse on water quality issues and provide peer review.
- Enhance the public input process.
- Formulate topics which may require further work or where additional study may be necessary.

The signatories intend that these objectives be achieved through a proactive and cooperative effort to identify and resolve water quality issues.

II. PARTICIPATION AND REGULATORY RESPONSIBILITIES

Signatories recognize that each local, state and federal agency has statutory responsibilities which cannot be delegated. The Forum shall not supplant any regulatory authority related to water supply and water quality.

III. APPROACH

The signatories recognize that there are a number of complex issues regarding the water quality of Lake Mead, Las Vegas Wash and Las Vegas Bay many of which are interrelated. Water quality studies and investigations should be coordinated, to the extent possible, to ensure the application of sound science, minimize duplication of activities, ensure taxpayer funds are used

wisely and efficiently and ensure that the full body of data is made available to the Forum members and to the public.

The signatories agree to openly share information and data pertaining to the Las Vegas Wash, Las Vegas Bay and Lake Mead that has been collected or obtained with public funds and/or by public agencies (municipal, state and federal) with other Forum members and the public.

Data generated regarding water quality in the Las Vegas Wash, Las Vegas Bay and Lake Mead by Forum members shall be made available to the public upon request in accordance with applicable local, state and federal public records requirements. Unverified data or data not fully quality controlled or assured may be deemed provisional and made available marked as such or furnished at a later date after verification. Forum members agree, to the extent practicable, to present the results of investigations, studies and other water quality activities to the Forum prior to the general release or publication of the information.

IV. PURPOSE

The Forum shall identify the water quality problems associated with the Las Vegas Wash, Las Vegas Bay and Lake Mead and establish short-term and long-term goals and associated output milestones to address those issues, estimate the resources necessary to further evaluate and study those problems and assist in securing those resources.

The Forum may decide from time to time to create subcommittees related to public outreach and technical matters. With majority concurrence of the signatories, such committees may be formed comprised of representatives designated by the participating members. The purpose and function of such committees shall be clearly defined, in writing, by the Forum.

The Forum shall meet on a regular basis, usually once per quarter. Meetings may be held either less or more frequently at the discretion of the Forum members.

The minutes, decisions and findings of each meeting shall be documented and made available to each member, all attendees and interested members of the general public.

V. CONSISTENCY WITH APPLICABLE LAW

This MOA is subject to all applicable federal, state and local laws and nothing shall be construed to alter, amend or affect existing laws. During the term of this MOA, any signatory that does not concur with the role and function of the Forum may terminate their participation upon 30 days written notice to the other signatories. Termination by individual parties will not terminate the MOA, which will continue to apply with respect to the remaining parties.

VI. EFFECTIVE DATE, DURATION AND MODIFICATIONS

This MOA is effective upon date of execution by the signatories and, unless extended as provided in this section, will remain in effect for a period of five (5) years.

The signatories may amend or extend this MOA by mutual agreement if they believe it necessary and beneficial.

The bylaws of the Forum are attached to this MOA as Attachment A and are agreed to by the signatories.

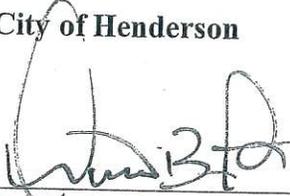
VII. EQUAL OPPORTUNITY STATEMENT

The Lake Mead Water Quality Forum shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status.

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

City of Henderson



**Dennis B. Porter, P.E.
Director of Utility Services**

5-26-10

Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

City of Las Vegas



Elizabeth N. Fretwell
City Manager

6-9-10
Date

Approved as to form

 6/9/10

John S. Ridilla Date
Deputy City Attorney

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

City of North Las Vegas



Name Shari L. Buck
Title Mayor

7/7/10

Date

ATTEST:



Karen L. Storms, CMC
City Clerk

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

Clark County



**Ebrahim Juma
Assistant Planning Manager**

10/11/10

Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

Clark County Department of Parks and Recreation



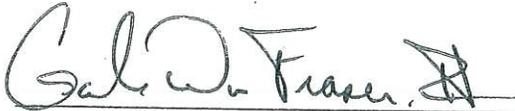
**Jane Pike,
Director**

9/29/10
Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

Clark County Regional Flood Control District



**Gale Wm. Fraser, II, P.E.
General Manager/Chief Engineer**

9/28/2010
Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

Clark County Water Reclamation District

Richard Mendes
General Manager

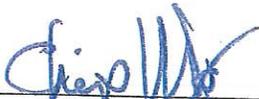
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Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

Clean Water Coalition



Chip Maxfield, P.E.
General Manager

06-01-10
Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

Colorado River Commission of Nevada



McClain Peterson
Manager
Natural Resources Group

10/4/2010

Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

Metropolitan Water District of Southern California



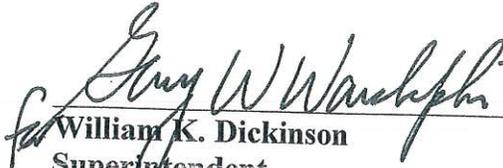
James F. Green
Manager
Water System Operations Group

6/18/10
Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

National Park Service



William K. Dickinson
Superintendent
Lake Mead National Recreation Area

6/24/10
Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

Natural Resources Conservation Service



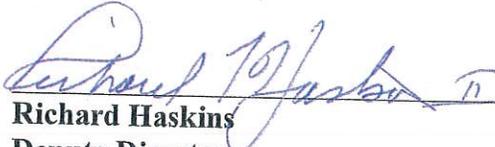
**Bruce Petersen
State Conservationist**

5/27/10
Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

Nevada Department of Wildlife


Richard Haskins
Deputy Director

10/11/10
Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

Nevada Division of Environmental Protection



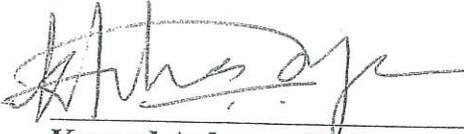
Colleen Cripps, Ph.D.
Acting Administrator

6/24/10
Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

Nevada System of Higher Education



**Kumud Acharya, Ph.D.
Assistant Research Professor
Desert Research Institute**

5/26/2010

Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

Southern Nevada Health District

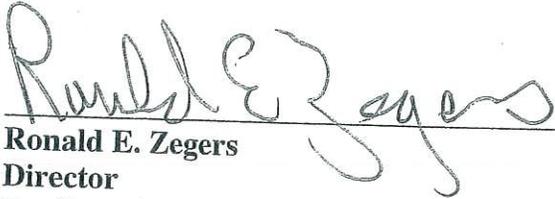

Name Glenn Savage
Title Director of Environmental Health

Oct. 22, 2010
Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

Southern Nevada Water Authority



Ronald E. Zegers
Director
Southern Nevada Water System

5-27-10
Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

**U.S. Bureau of Reclamation
Lower Colorado Region**



**William J. Liebhauser
Chief
Resources Management Office**

30 Sept 2010
Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

U.S. Environmental Protection Agency
Region 9



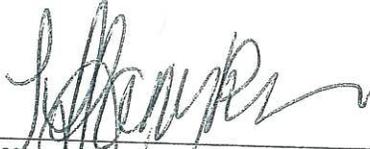
Alexis Strauss
Director, Water Division

22 June 2010
Date

VIII. SIGNATORIES

**Lake Mead Water Quality Forum
Memorandum of Agreement**

U.S. Fish and Wildlife Service



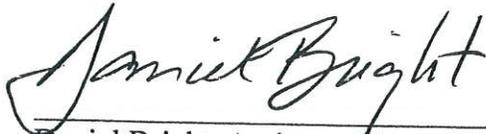
Tiffany Parson
Nevada Fish and Wild Office
Assistant Field Supervisor

9/23/2010
Date

VIII. SIGNATORIES

Lake Mead Water Quality Forum
Memorandum of Agreement

U.S. Geological Survey



Daniel Bright, Assistant Director
Nevada Water Science Center
U.S. Geological Survey

21 May 2010
Date

LAKE MEAD WATER QUALITY FORUM
AGENCY SIGNATORY AND FORUM REPRESENTATIVES

(In alphabetical order by agency)

City of Henderson

Signatory: Dennis B. Porter, P.E., Director of Utility Services
Primary Representative: Dennis B. Porter, P.E., Director of Utility Services
Alternate Representative:

City of Las Vegas

Signatory: Elizabeth N. Fretwell, City Manager
Primary Representative: David L. Mendenhall, Environmental Manager
Alternate Representative: Daniel C. Fischer, Environmental Laboratory and Compliance Manager

City of North Las Vegas

Signatory: Shari L. Buck, Mayor
Primary Representative: Dave Commons, Water Reclamation Administrator
Alternate Representative: Kirk Medina, Utilities Operations Manager

Clark County

Signatory: Ebrahim Juma, Assistant Planning Manager
Primary Representative: Joseph R. Leedy, P.E., Principal Planner—Water Quality
Alternate Representative: Ebrahim Juma, Assistant Planning Manager

Clark County Department of Parks and Recreation

Signatory: Jane Pike, Director
Primary Representative: Elsie Sellars, Wetlands Park Coordinator
Alternate Representative: Mary Ann Wainwright

Clark County Regional Flood Control District

Signatory: Gale Wm. Fraser, II, P.E., General Manager/Chief Engineer
Primary Representative: Kevin L. Eubanks, P.E., CFM, Assistant General Manager
Alternate Representative: Gale Wm. Fraser, II, P.E., General Manager/Chief Engineer

Clark County Water Reclamation District

Signatory: Richard Mendes, General Manager
Primary Representative: Douglas D. Drury, Ph.D. Assistant General Manager – Water Quality, Research, & Technical Services
Alternate Representative: Bill Shepherd, Plant Operations Manager

Clean Water Coalition

Signatory: Chip Maxfield, P.E., General Manager
Primary Representative: Jim Devlin, P.E., Engineering Manager
Alternate Representative: Chip Maxfield, P.E., General Manager

Colorado River Commission of Nevada

Signatory: McClain Peterson, Manager, Natural Resources Group
Primary Representative: McClain Peterson, Manager, Natural Resources Group
Alternate Representative: Nicole A. Everett, MA, Natural Resource Analyst

Metropolitan Water District of Southern California

Signatory: James F. Green, Manager, Water System Operations Group
Primary Representative: Mickey Chaudhuri, Senior Engineer, Water Quality Section
Alternative Representative: Bill Taylor, Manager, Reservoir Management Team

National Park Service

Signatory: William K. Dickinson, Superintendent, Lake Mead National Recreation Area
Primary Representative: Kent Turner, Chief, Resource Management, Lake Mead NRA
Alternate Representative: Bryan Moore, Physical Resources Program Manager

Natural Resources Conservation Service

Signatory: Bruce Petersen, State Conservationist
Primary Representative: Douglas J. Merkle, State Resource Soil Scientist
Alternate Representative: Jarrod Edmunds, Special Projects Office Leader

Nevada Department of Wildlife

Signatory: Richard Haskins, Deputy Director
Primary Representative: Mark Warren, Chief, Fisheries Division
Alternative Representative: Jon C. Sjoberg, Supervising Fisheries Biologist

Nevada Division of Environmental Protection

Signatory: Colleen Cripps, Ph.D., Acting Administrator
Primary Representative: Kathy Sertic, Bureau of Water Quality Planning
Alternate Representative: John Heggeness, Bureau of Water Quality Planning

Nevada System of Higher Education

Signatory: Kumud Acharya, Ph.D., Assistant Research Professor
Primary Representative: Kumud Acharya, Ph.D., Assistant Research Professor
Alternate Representative: Michael Young, Ph.D., Acting Executive Director, Division of Hydrologic Sciences

Southern Nevada Health District

Signatory: Glenn Savage, Director Environmental Health

Primary Representative: Daniel LaRubio, Jr., P.E., Environmental Health Engineer, Supervisor

Alternate Representative: Walter Ross, P.E., Environmental Health Engineer, Supervisor

Southern Nevada Water Authority

Signatory: Ronald E. Zegers, Director, Southern Nevada Water System

Primary Representative: Ronald E. Zegers, Director, Southern Nevada Water System

Alternative Representative: Peggy Roefer, Regional Water Quality Program Manager

U.S. Bureau of Reclamation

Signatory: William J. Liebhauser, Chief, Resources Management Office

Primary Representative: Janet Kirsch, Hydrologic Technician

Alternative Representative:

U.S. Environmental Protection Agency

Signatory: Alexis Strauss, Director of Water Division

Primary Representative: Stephanie L. Wilson, Environmental Scientist

U.S. Fish and Wildlife Service

Signatory: Tiffany Parson, Nevada Fish and Wildlife Office, Assistant Field Supervisor

Primary Representative:

Alternate Representative: NFWO Assistant Field Supervisor

U.S. Geological Survey

Signatory: Daniel Bright, Assistant Director, Nevada Water Science Center

Primary: Daniel Bright, Assistant Director, Nevada Water Science Center

Secondary: Mike Moran, Studies Section Chief, Nevada Water Science Center

ATTACHMENT A
BYLAWS OF THE LAKE MEAD WATER QUALITY FORUM

1. NAME

- 1.1 This organization shall be known as the Lake Mead Water Quality Forum or LMWQF or Forum.
- 1.2 The address of the LMWQF shall be that of the Nevada Division of Environmental Protection: 901 South Stewart Street, Suite 4001, Carson City, NV 89701

2. GOALS OF THE LMWQF

- 2.1 Identify issues regarding the water quality of the Las Vegas Wash, Las Vegas Bay and Lake Mead with the purpose of protecting these waterbodies for public and municipal water supply, aquatic life, wildlife, recreation and other beneficial uses.
- 2.2 Use the Forum to build stakeholder consensus and share information.
- 2.3 Coordinate study efforts, provide technical updates and disseminate information to the public.
- 2.4 Serve as a clearinghouse on water quality issues and provide peer review.
- 2.5 Enhance the public input process.
- 2.6 Formulate topics which may require further work or where additional study may be necessary.

3. MEMBERS

- 3.1 Members of the LMWQF shall consist of federal, state and local governmental entities and other organizations who have an interest in the water quality and beneficial uses of the Las Vegas Wash, Las Vegas Bay and Lake Mead, and two citizen representatives selected by the Forum members.
- 3.2 The Division of Environmental Protection shall maintain a current mailing list of all Forum members, alternates and other interested individuals including the public and special interest groups. Those on the mailing list shall be sent notice of Forum meetings at least (10) days prior to the meeting.
- 3.3 All members shall serve without compensation from the Forum. All expenses incidental to a member's involvement shall be borne by that member's agency. Expenses of citizen members shall be borne by those individuals.

- 3.4 Signatories to the MOA recognize that statutory responsibilities cannot be delegated. The Forum shall not supplant any regulatory authority related to water supply and water quality.
- 3.5 An alternate or proxy identified by a Forum member may sit in place of and have full voting status for that member.

4. MEETINGS

- 4.1 Meetings shall be held at regular intervals, usually once per quarter. Meetings may be held either less or more frequently as agreed upon by the Forum membership.
- 4.2 Resolutions, recommendations or other actions by the Forum must be agreed upon by consensus. Consensus is reached when it becomes evident through deliberation that every member, at the very least, does not oppose an action or decision. In its deliberations, the Forum shall use appropriate tools for developing consensus, and shall seek to exhaust every reasonable and practicable effort to reach consensus.
- 4.3 Meetings shall be chaired by a representative of the Nevada Division of Environmental Protection and shall be held in the Las Vegas area. Meeting locations shall be rotated among the members of the Forum.
- 4.4 Forum members agree to participate in meaningful and civil discussions on issues and actions brought before the Forum. The members may sanction, in the form of removal from the meeting, any member of the Forum or the public who does not conduct themselves professionally or in the spirit of constructive dialog.
- 4.5 The Nevada Division of Environmental Protection has responsibility for arranging future meeting dates, time and location. The Division shall be responsible for notifying members of the meetings and for arranging for administrative support.

5. DOCUMENT REPOSITORY

- 5.1 A document repository consisting of the Memorandum of Agreement, Bylaws, meeting minutes, correspondence, investigations, data and other pertinent information shall be maintained at the offices of the Nevada Division of Environmental Protection at the Las Vegas office located at 2030 East Flamingo Road, Suite 230 Las Vegas, Nevada 89119-0837 and at the Carson City office located at 901 South Stewart Street, Carson City, Nevada 89701. Documents residing within these repositories shall be available to the public during normal business hours in accordance with Nevada public records laws. A LMWQF webpage will be maintained on the NDEP website.

6. PUBLIC INPUT

- 6.1 The Forum shall appoint two citizen members to provide a voice for interest groups, business, industry and the general public. Nominations shall be submitted to the Chairperson and voted upon by the member agencies. A simple majority will determine the appointment. Appointees shall serve for a five year term, unless determined otherwise by a consensus of Forum members.
- 6.2 A major function of the Forum is to solicit and receive written and oral input from the public. Each meeting must include an opportunity for public input and discussion. The public must also be allowed to provide input to specific issues and actions discussed or enacted by the Forum.

7. TERMINATION

- 7.1 A Forum member agency may terminate participation in the LMWQF by informing the remaining members of the Forum in writing. Termination shall be effective 30 days from the date of the notice.

8. AMENDMENTS

- 8.1 These bylaws may be amended, supplemented or repealed by consensus of the Forum.

9. ADDITIONAL MEMBERS

- 9.1 The Forum may appoint additional members if and when the need arises as agreed by consensus.