

# MEMORANDUM OF AGREEMENT

## Nevada Lake Mead Water Quality Forum

### I. GOALS

The goal of this Memorandum of Agreement (MOA) is to initiate the Nevada Lake Mead Water Quality coordination Forum hereafter designated as the Forum. The purpose of the Forum is 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 this goal, the signatories agree to cooperatively and openly:

- Identify issues regarding the water quality of the Las Vegas wash, Las Vegas Bay and the Nevada portions of Lake Mead and the public water supply from Lake Mead.
- Use the Forum to build 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 further work study which may be necessary.

The signatories to this MOA intend that these objectives be achieved through a proactive and cooperative effort to identify and resolve water quality issues in Las Vegas Wash, Bay and Lake Mead and the public water supply from Lake Mead.

### II. PARTICIPATION AND REGULATORY RESPONSIBILITIES

Signatories to this MOA recognize that each local, State (Nevada) 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 the Lake, Wash and Bay many of which are interrelated. In the past, monitoring and investigations on water quality have been conducted independently and not coordinated among federal, state or local entities. Data has not been shared among the agencies, in some cases work activities have been duplicated and the data has not been made readily available to the public. The members recognize that these studies and investigations should be coordinated, to the extent possible, to ensure the application of sound science, that duplication of work activities does not occur, that taxpayer funds are used wisely and efficiently and that the full body of data is made available to the Forum members and to the public.

The signatories to this MOA 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 Water Bodies and establish short-term and long-term goals and associated work 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 at least once every ninety 90 days 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 and state and local laws and nothing shall be construed to alter, amend or affect existing laws. During the term of this MOA, if any signatory does not concur with the role and function of the Forum they may terminate their participation in this MOA upon 30 days written notice to the other signatories. Termination by individual parties will not terminate this 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 prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status.

## SIGNATORIES

### **State of Nevada**

Colorado River Commission  
Nevada Division of Environmental Protection  
Nevada Division of Health  
Nevada Division of Wildlife  
University of Nevada System

### **Clark County**

Clark County Department of Comprehensive Planning  
Clark County Department of Parks & Recreation  
Clark County Health District  
Clark County Regional Flood Control District  
Clark County Water Reclamation District

### **City of Henderson**

City of Henderson

### **City of Las Vegas**

City of Las Vegas

### **City of North Las Vegas**

City of North Las Vegas

### **Southern Nevada Water Authority**

Southern Nevada Water Authority

### **United States of America**

United States Environmental Protection Agency  
United States Fish & Wildlife Service  
United States Geological Survey  
National Park Service

United States Natural Resources Conservation Service  
United States Bureau of Reclamation

**Citizen Advisory Committee Members**

Citizen Member  
Citizen Member

**Non-Governmental Organization**

Clean Water Coalition