AGENDA

SOUTHERN NEVADA WATER AUTHORITY

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – APRIL 19, 2012

BOARD CHAMBERS, SOUTHERN NEVADA WATER AUTHORITY
100 CITY PARKWAY, SEVENTH FLOOR, LAS VEGAS, NEVADA
(702) 258-3100

Board of Directors
Shari Buck, Chair
Mary Beth Scow, Vice Chair
Sam Bateman
Bob Coffin
Tom Collins
Duncan McCoy
Steve Sisolak

Patricia Mulroy, General Manager

A sign language interpreter or TDD may be made available with 48-hour advance request; phone (702) 258-3939, TDD (702) 385-7486, or Relay Nevada toll-free (800) 326-6868 TT/TDD.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:

City of Boulder City, City Hall
401 California Street
Boulder City, Nevada

City of Henderson, City Hall
240 Water Street
Henderson, Nevada

City of North Las Vegas, City Hall
2250 Las Vegas Boulevard North
North Las Vegas, Nevada

City of Las Vegas, City Hall
495 South Main Street
Las Vegas, Nevada

Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada

Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada

Las Vegas Valley Water District
1001 S. Valley View Boulevard
Las Vegas, Nevada

All items on the agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The board may combine two or more agenda items for consideration, and the board may remove an item from the agenda or delay discussions relating to an agenda item at any time.

CALL TO ORDER

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: This is a period devoted to comments by the general public pertaining to items on this agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. No action may be taken upon a matter not listed on the posted agenda.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes of the regular meeting of March 15, 2012.

2. *For Possible Action:* Award Bid No. 2204-12, Medium Voltage Air-Cooled Variable Frequency Drive, with the option to purchase one additional variable frequency drive unit contingent on approved budget appropriations or take other action as appropriate.

3. *For Possible Action:* Authorize the General Manager to negotiate and approve an agreement, in substantially the same form, with Hobbs, Ong & Associates, Inc., and Public Financial Management, Inc., for independent financial advisory services.

4. *For Possible Action:* Receive a staff report on the Request for Qualifications for Bond Counsel and Disclosure Counsel, make a selection for bond counsel, and, if it desires, appoint disclosure counsel.

5. *For Possible Action:* Adopt a resolution requesting the Clark County Board of Commissioners to take the necessary steps toward the issuance of bonds in the approximate principal amount of $90,000,000 to refinance certain outstanding bonds for the Authority.

6. *For Possible Action:* Approve the Interlocal Agreement between the City of Boulder City and the Authority regarding Boulder City's share of capital costs.

7. *For Possible Action:* Discuss and authorize the establishment of a stakeholder process regarding integrated resource planning, and direct staff to initiate related resource planning process activities.

8. *For Information Only:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation Plans, activities on the Colorado River, and on the development of in-state water resources.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Southern Nevada Water Authority. Please limit your comments to three minutes or less. No action may be taken upon a matter not listed on the posted agenda.

Visit our website at http://www.snwa.com/apps/agenda/snwa/index.cfml
for Southern Nevada Water Authority Agenda Postings and Approved Minutes

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
MARCH 15, 2012
MINUTES

CALL TO ORDER	9:00 a.m., SNWA Board Chambers, Southern Nevada Water Authority 100 City Parkway, Seventh Floor, Las Vegas, Nevada
BOARD MEMBERS PRESENT	Shari Buck, Chair Mary Beth Scow, Vice Chair Sam Bateman Bob Coffin Tom Collins Duncan McCoy Steve Sisolak
BOARD MEMBERS ABSENT	None
STAFF PRESENT	Pat Mulroy, John Entsminger, Phil Speight, Rick Holmes, Brian Chally, Marc Jensen
OTHERS PRESENT	

Unless otherwise indicated, all members present voted in the affirmative.

COMMENTS BY THE GENERAL PUBLIC

None

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Coffin to approve the agenda for this meeting and the minutes of the regular meeting of February 29, 2012. The motion was approved.

2. Approve an agreement between Clark County and the Authority for the Authority to monitor and manage the Clark County Wetlands Park In-Lieu Fee Mitigation Project and to conduct other ancillary activities on Clark County's behalf for an amount not to exceed $350,000.

Director Coffin noted the extensive erosion that has taken place at the wetlands.

Vice Chair Scow stated that the County has done an excellent job with this project.

Chair Buck asked how much federal aid had been received for this project. Pat Mulroy, General Manager, responded that approximately $26 million had come from State sales tax; $5 million had come from the Bureau of Reclamation; $22 million has come from Southern Nevada Public Land Management Act; $500,000 was received from various state and federal grants and $14 million came from local agencies.

FINAL ACTION: A motion was made by Director Collins to follow staff's recommendation. The motion was approved.

3. Approve Amendment No. 1 to the existing Grant and Cooperative Agreement between the Bureau of Land Management and the Authority to obtain funding for the Warm Springs Natural Area Public Access Improvements, Phase I, and authorize the General Manager to approve future modifications only if future modifications do not fiscally impact the Authority.

FINAL ACTION: A motion was made by Director Sisolak to follow staff's recommendation. The motion was approved.

4. Adopt the amended Las Vegas Wash Capital Improvements Plan dated March 15, 2012.

FINAL ACTION: A motion was made by Vice Chair Scow to follow staff's recommendation. The motion was approved.

5. Approve a two-year lease agreement between William Albert Curto, as trustee of the Leo Lewis Curto Revocable Trust, and the Authority for office space in Ely, Nevada, with an option to extend the lease for an additional term of five years.

Ms. Mulroy stated that, at the request of the property owner, the option to extend the lease for an additional term of five years had been reduced to an additional term of two years.

FINAL ACTION: A motion was made by Director Collins to follow staff's recommendation with the modification to the renewal term. The motion was approved.

6. Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation Plans, activities on the Colorado River, and on the development of in-state water resources.

John Entsminger, Senior Deputy General Manager, provided the Board with an update. A copy of his presentation is included with these minutes.

Director Coffin stated that he had the opportunity to witness the concrete pour at the third intake construction site and asked when the concrete pour concluded. Marc Jensen, Director of SNWA Engineering, responded that the pour was successfully completed on March 12.

NO ACTION REQUIRED

Public Comment
None

Adjournment
There being no further business to come before the board, the meeting adjourned at 9:15 a.m.

APPROVED:

Shari Buck, Chair

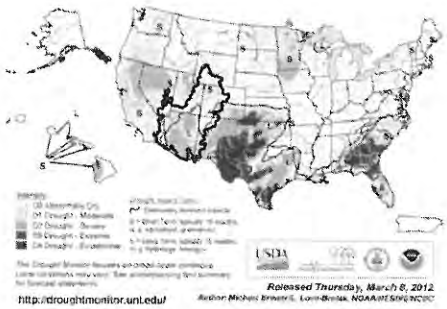
Patricia Mulroy, General Manager

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

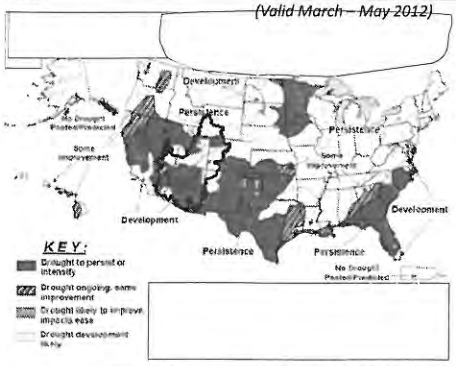
Update on Drought Conditions and Water Use

March 15, 2012

Drought Monitor



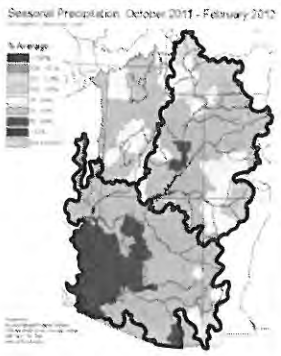
Seasonal Drought Outlook



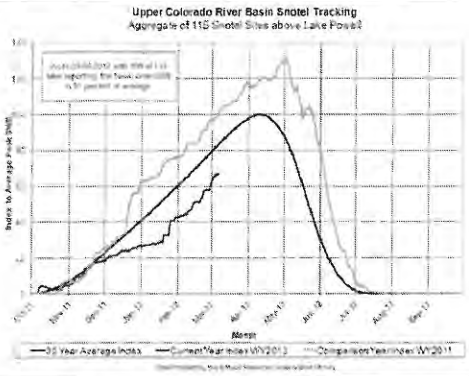
Source: National Oceanic Atmospheric Administration and the U.S. Department of Commerce

Colorado River Basin Conditions

- **February inflow to Lake Powell:** 87% of average
- **Snow pack:** 76% of average
- **Water Year 2012 Precipitation:** 86% of average
- **Forecasted Water Year 2012 Inflow to Lake Powell:** 80% of average



Upper Colorado River Basin Snow Accumulation

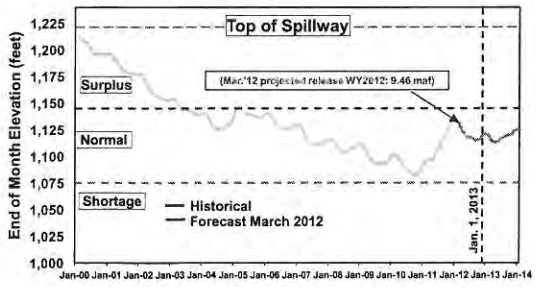


Precipitation and Inflow Forecast for Lake Powell

	2011 Water Year		2012 Water Year	
Month	Actual Precipitation	Inflows Forecast	Actual Precipitation	Inflows Forecast
Jan	140%	110%	75%	79%
Feb	127%	105%	84%	78%
Mar	119%	105%	86%	80%
Apr	118%	111%		
May	125%	128%		
Jun	126%	138%		
Jul	128%	139%		
Aug	125%	142%		
Sept	123%	140%		
Actual	120%	139%		

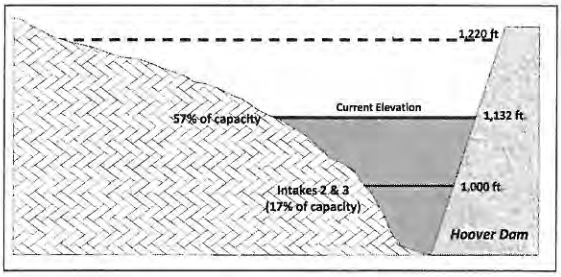
Source: Bureau of Reclamation, Lower Colorado Water Supply Reports

Lake Mead Elevations
(Historical and Forecasted)

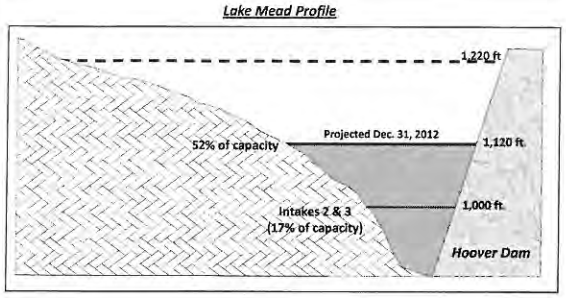


Source: Bureau of Reclamation, March 2012

SNWA Facilities and Lake Mead

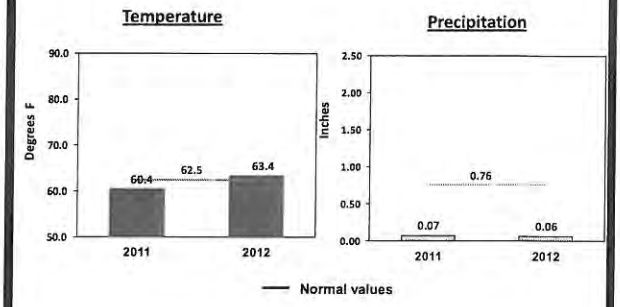


SNWA Facilities and Lake Mead

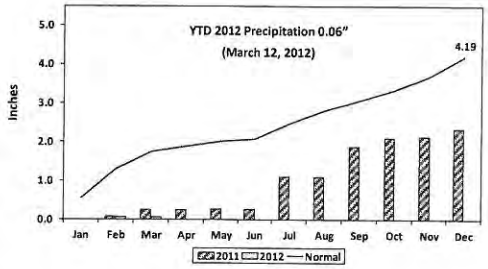


SNWA Water Use

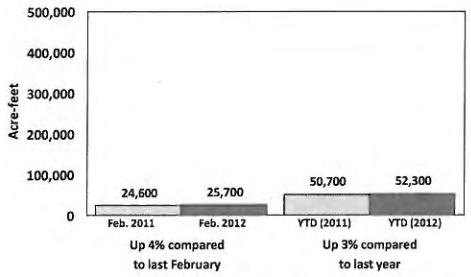
Weather Comparison (February 2012)



Annual Precipitation



SNWA Total Water Use



SOUTHERN NEVADA WATER AUTHORITY

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

April 19, 2012

Subject: Award of Bid	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors award Bid No. 2204-12, Medium Voltage Air-Cooled Variable Frequency Drive, to Grove Madsen Industries, with the option to purchase one additional variable frequency drive unit contingent on approved budget appropriations, or take other action as appropriate.	

Fiscal Impact:
The estimated $764,400 is available in the Authority's Capital Budget.

Background:

BIDS RECEIVED	Bid Amount
Grove-Madsen Industries	$764,400 *
Keller Electrical Industries, Inc	$776,839
Swann and Associates Instrumentation Sales, Inc	$896,700 *

*Price includes the 2% twenty days payment term discount.

This request is for the purchase of a Medium Voltage Air-Cooled Variable Frequency Drive (VFD) to replace one of two failed drives at Booster Pump Station 1A (BPS1A) at the Alfred Merritt Smith Water Treatment Facility. There are three VFDs installed at BPS1A used to regulate water flow to the River Mountains Water Treatment Facility, only one of which is operational and running continuously. Without additional VFDs, the frequent start-up and stopping of the other equipment would damage the motors and increase maintenance costs and shorten pump life-spans.

The requested option to purchase one additional VFD unit to replace the second failed drive would be exercised in 2013, after the first unit is installed and on line and as provided for in the fiscal year budget.

Staff recommends award to Grove Madsen Industries in accordance with NRS 332.065. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

P Mulroy

Patricia Mulroy, General Manager
PM:PDS:WFF:MCH:TAB:MW:jd
Attachments

AGENDA ITEM # 2

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	x Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		

Corporate/Business Entity Name:	Grove Madsen Industries	
(Include d.b.a., if applicable)		
Street Address:	4155 W. Russell Road, Suite A	**Website:www.g-m-i.net**
City, State and Zip Code:	Las Vegas, NV 89118	**POC Name and Email: Kevin DiVicino** **Kevin@g-m-i.net**
Telephone No:	(702)362-8203	**Fax No: (702)362-6483**
Local Street Address:	4155 W. Russell Road, Suite A	**Website:www.g-m-i.net**
City, State and Zip Code:	Las Vegas, NV 89118	**Local Fax No@702)362-6483**
Local Telephone No:	(702)362-8203	**Local POC Name Email: Kevin DIVicino** **kevin@g-m-i.net**
Number of Clark County, Nevada Residents Employed:25		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the SNWA Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Michael C. Madsen	President	55%
Vickie L. Combs	Vice-President	31%
Ric Heinzen	Director	14%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an SNWA full-time employee(s), or appointed/elected official(s)?

   ☐ Yes X No (If yes, please note that SNWA employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an SNWA full-time employee(s), or appointed/elected official(s)?

   ☐ Yes X No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Vickie L Combs
Signature

Vice-President
Title

Vickie L Combs
Print Name

3/27/2012
Date

Revised 3/1/11

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF SNWA EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO SNWA EMPLOYEE OR OFFICIAL	SNWA EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For SNWA Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☒ No Is the SNWA employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☒ No Is the SNWA employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

THOMAS A BORLAND

Print Name
Authorized Department Representative

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

April 19, 2012

Subject: Financial Advisory Services Agreement	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors authorize the General Manager to negotiate and approve an agreement, in substantially the same form, with Hobbs, Ong & Associates, Inc., and Public Financial Management, Inc., for independent financial advisory services.	

Fiscal Impact:
Fees for financial advisory services for the issuance of bonds or other securities are paid from proceeds of the sale. In the proposed agreement, fees for services performed not related to bond sales would be limited to a total of $150,000 per fiscal year, as available in the Authority's Operating Budget.

Background:
Hobbs, Ong & Associates, Inc. (Hobbs Ong), in affiliation with Public Financial Management, Inc. (PFM), are established leaders in providing independent financial advisory services to business, state, and local government entities. Over the years, they have performed a wide range of specialized services for the Authority and the Las Vegas Valley Water District (District). In coordination with bond counsel, Hobbs Ong/PFM served as financial advisor on bond issues. They also provided financial consulting services with regard to funding strategies, debt monitoring/management, fiscal issues and special projects. Most recently, the Board of Directors hired Hobbs Ong/PFM to complete an extensive evaluation process of the Authority's existing funding structure, rates, fees and charges.

The Board is being asked to approve this agreement to continue a contractual relationship with Hobbs Ong/PFM for a wide range of independent professional services, as described in the proposed scope of services.

Financial advisory services are professional services that, in accordance with NRS 332.115.1(b), are not adapted to competitive bidding and are exempt from the Local Government Purchasing Act. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

P Mulroy

Patricia Mulroy, General Manager
PM:PDS:BVC:jw
Attachment

AGENDA ITEM # 3

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into this _____ day of _____, 2012, by and between Hobbs, Ong & Associates, Inc., and Public Financial Management, Inc., hereinafter called "CONSULTANT," and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY," to include staff of the AUTHORITY acting within their designated authority. The CONSULTANT and the AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the AUTHORITY desires to obtain professional services as more specifically described herein, and

WHEREAS, the CONSULTANT is properly qualified and desires to provide the professional services required by the AUTHORITY, and

WHEREAS, the AUTHORITY, in reliance on the CONSULTANT's representations and proposals, agrees to retain the CONSULTANT, and the CONSULTANT agrees to furnish professional services to the AUTHORITY, on the terms and conditions hereinafter set forth.

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

1. SCOPE OF SERVICES:

(a) The CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in **Exhibit A**, which is attached herewith and made a part of this Agreement.

(b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to the AUTHORITY's directions respecting priorities. The CONSULTANT will furnish professional Services in the amount necessary to complete promptly and effectively the Work assigned under this Agreement. All of the Services shall be performed by the CONSULTANT or an approved subcontractor or subconsultant.

(c) In performing Services under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.

(d) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States, the State of Nevada, Clark County or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the date it is fully executed by both Parties and, unless terminated in accordance with the terms of this Agreement, shall remain in effect until all Services authorized to be performed by the AUTHORITY are completed by the CONSULTANT or terminated in accordance with this Agreement.

3. COMPENSATION:

(a) In consideration for completion of all duties and responsibilities under this Agreement, the AUTHORITY agrees to pay the CONSULTANT for Work completed to the AUTHORITY's satisfaction.

(b) The CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to the AUTHORITY in accordance with the Notice provisions of the Agreement and must reference the name and date of the Agreement. A copy of any invoice received from subcontractors or subconsultants used by the CONSULTANT shall be included.

(c) The AUTHORITY shall pay invoiced amounts from the CONSULTANT based on the fees set forth in **Exhibit A** within thirty 30 calendar days after the date the invoice is received and approved by the AUTHORITY.

4. LIMITATION ON COSTS:

The total cost of Services Performed Not Related to Bond Sales provided under this Agreement shall not exceed ONE HUNDRED FIFTY THOUSAND dollars ($150,000.00) per AUTHORITY fiscal year.

5. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the AUTHORITY determines the Agreement price was increased due to

inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

6. INDEPENDENT CONSULTANT:

The relationship of the CONSULTANT to the AUTHORITY hereunder shall be that of an independent consultant and not an agent or employee. The CONSULTANT shall have complete control over its employees and the method of performing its Work under this Agreement. No permitted or required approval by the AUTHORITY of personnel, costs, documents or Services of the CONSULTANT shall be construed as making the AUTHORITY responsible for the manner in which the CONSULTANT performs its Services or for any acts, errors or omissions of the CONSULTANT. Such approvals are intended only to give the AUTHORITY the right to satisfy itself with the quality of Work performed by the CONSULTANT.

7. JOINT VENTURE:

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the AUTHORITY and the CONSULTANT, and neither Party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other.

8. INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

9. CONFLICT OF INTEREST:

During the course of performance of this Agreement, the CONSULTANT will not contract with any client whose interest is adverse to or would require the CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the AUTHORITY.

10. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the AUTHORITY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

11. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

(a) No officer, employee or member of the governing body of the AUTHORITY shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of Services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

(c) No member of, delegate to or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

12. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

(a) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled under its obligation under this Agreement and shall correct, at its expense, all errors or omissions therein which may be disclosed.

(b) The cost necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the AUTHORITY as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. The fact that the AUTHORITY has accepted or approved the CONSULTANT's Work shall in no way relieve the CONSULTANT of any of its responsibilities.

13. INDEMNIFICATION:

The CONSULTANT shall indemnify, hold harmless, and defend without cost to the AUTHORITY, its Board of Directors and its officers, agents, and employees, against any and all losses, claims, costs, damages and liability for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind

whatsoever, whether the person(s) or property of the CONSULTANT, its agents, or subconsultants, or of third parties, arising out of or resulting from CONSULTANT's Services performed under this Agreement, and includes, but is not limited to, any claims for harassment or discrimination or any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors or subconsultants, arising out of the Services under this Agreement, including the negligence, whether active or passive, of the AUTHORITY, and its officers, employees or agents.

14. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence any Work under this Agreement until the CONSULTANT obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve the CONSULTANT of the obligation to achieve the schedule milestone dates as defined herein. The types of insurance to be obtained by the CONSULTANT are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, and Professional Liability as outlined in the following portions of this section.

2. The Workers' Compensation, Employers' Liability, and Automobile Liability insurance will be maintained in force for the full period of the Agreement.

3. The Professional Liability insurance will be maintained in force for two years following the completion of the project.

4. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution that the AUTHORITY may have in law, in equity, or otherwise and shall survive the completion of the project.

5. Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONSULTANT's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the CONSULTANT's operations under this Agreement.

6. At the time of executing this Agreement and before commencement of the Work, the CONSULTANT shall have delivered to the AUTHORITY certificates of insurance and endorsements that attest to the fact that the CONSULTANT has obtained the insurance as specified in this Agreement.

(b) Other Insurance:

1. All insurance provided by the CONSULTANT shall be considered primary with respect to the AUTHORITY's insurance, and any similar insurance maintained by the AUTHORITY shall be considered excess and non-contributory.

2. The CONSULTANT's Workers' Compensation insurance shall be written with a property and casualty insurance company admitted to do business in the State of Nevada and rated A- or better and Class V or higher of financial size category in the current issue of Best's Key Rating Guide.

3. The CONSULTANT's Automobile Liability, Commercial General Liability and Professional Liability insurance shall be written with property and casualty insurance companies admitted to do business in the State of Nevada and

rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.

4. In the event any of the CONSULTANT's insurance companies are not admitted to write business in the state of Nevada, then the CONSULTANT will furnish evidence of insurance with insurance companies that are rated A- or better and Class IX or higher of financial size category in the current issue of Best's Key Rating Guide for each coverage written with a non-admitted carrier.

5. The Certificate of Insurance and related endorsements must be satisfactory to the AUTHORITY as to form and content and must comply with all insurance requirements as set forth herein, or the certificate and endorsements may be rejected and thereby, at the option of the AUTHORITY, render this Agreement cancelable.

6. All endorsements are to be dated, reflect the name of the insurance company, the type of insurance, and the policy number; be executed by a duly authorized representative of the insurance company; and be attached to the certificate.

7. The full legal operating names of the CONSULTANT and insurance carrier shall be properly shown where applicable.

8. The cancellation section of the certificate is to be amended to provide 30-day written notice of cancellation and initialed by the Agent.

9. By endorsement (I.S.O. Forms CG 20 10 07 04 and CA 20 48 02 99, or equivalent), the AUTHORITY shall be included as an additional insured under the Commercial General Liability and Automobile Liability insurance policies as to

bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property or persons which may arise out of or in connection with activities under the Agreement. The CONSULTANT's insurance shall be primary with respect to the additional insureds; any insurance coverage maintained by the AUTHORITY shall be in excess of the CONSULTANT's insurance and non-contributing.

10. By endorsement (I.S.O. Form CG 24 04 10 93 or its equivalent), the CONSULTANT's Commercial General Liability, Automobile Liability and Workers' Compensation Insurance carriers shall waive their transfer rights of recovery (Waiver of Subrogation) against the AUTHORITY, its members and affiliated companies, successors or assignees, including their directors, officers, and employees individually and collectively.

11. The additional insured and waiver of subrogation endorsements shall read as follows:

> *The Southern Nevada Water Authority, its members, and affiliated companies, successors, or assigns, including their directors, officers, and employees individually and collectively, when acting within the scope of their employment.*

12. If the CONSULTANT fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the AUTHORITY shall have the right, if the AUTHORITY so chooses, to procure and/or maintain the said insurance for and in the name of the CONSULTANT with the AUTHORITY as an Additional Insured, and the CONSULTANT shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event

the CONSULTANT fails to pay the cost, the AUTHORITY hereby has the right to offset any premiums from the compensation set forth in this Agreement and directly pay for such coverage.

13. With respect to any and all insurance required under this Agreement, the deductible shall not exceed $50,000, unless otherwise agreed to by the AUTHORITY or the AUTHORITY'S Risk Management Division.

(c) Workers' Compensation and Employers' Liability Insurance:

1. The CONSULTANT shall procure and maintain such insurance and see that its subcontractors/subconsultants purchase and maintain such insurance as is required under the Nevada Industrial Insurance Act, Nevada Revised Statutes Chapters 616 and 617, for all of its employees working on the project to protect the AUTHORITY from any industrial insurance claims.

2. In the event any class of employees engaged in any Work on the project relative to this Agreement is not protected under the Nevada Industrial Insurance Act, then the CONSULTANT shall provide to the AUTHORITY adequate insurance coverage in a form and by an insurance carrier satisfactory to the AUTHORITY for the protection of such employees.

3. In the event the CONSULTANT is permissibly self-insured for Workers' Compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the AUTHORITY a copy of the Certificate of Consent to Self-Insure issued by the State of Nevada.

4. The CONSULTANT shall procure and maintain Employers' Liability Insurance with limits as set forth in paragraph 12 (h).

(d) Commercial General Liability Insurance:

The CONSULTANT shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but not be limited to, commercial general liability, protective liability, blanket contractual liability, and broad-form property damage. The Commercial General Liability Insurance policy shall be written for limits as outlined under paragraph 12 (h). The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons that may arise out of or in connection with the activities under this Agreement.

(e) Automobile Liability Insurance:

The CONSULTANT shall procure and maintain, at its own expense, automobile liability insurance limits as outlined in paragraph 12 (h), written on a combined-single-limit basis for bodily injury and property damage including all owned, leased, hired, or non-owned motorized vehicles and apparatus and shall indicate these coverages on the certificate.

(f) Professional Liability Insurance:

The CONSULTANT shall procure and maintain Professional Liability Insurance as outlined in paragraph 12 (h). If this coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the certificate shall so state.

(g) It is the CONSULTANT's sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, the CONSULTANT shall not be relieved of their duty to perform, indemnify, defend, and hold harmless the AUTHORITY and all others concerned herein, nor shall the AUTHORITY and all concerned herein be liable to the CONSULTANT or any others in the event the CONSULTANT's insurance, as accepted by the AUTHORITY, fails to meet the full requirements herein.

(h) Insurance Limits

Value of Contract	Coverage	Limits of Liability
$100,000 to $999,999	Professional Liability	$500,000/per claim $1,000,000 aggregate
	General Liability	$1,000,000/per occurrence $2,000,000/aggregate
	Automobile Liability	$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	$100,000
$1,000,000 to $4,999,999	Professional Liability	$1,000,000/per claim $2,000,000 aggregate
	General Liability	$1,000,000/per occurrence $2,000,000/aggregate
	Automobile Liability	$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	$500,000
$5,000,000 to $9,999,999	Professional Liability	$3,000,000/per claim $5,000,000 aggregate
	General Liability	$1,000,000/per occurrence $2,000,000/aggregate
	Automobile Liability	$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	$1,000,000
$10,000,000 to $19,999,999	Professional Liability	$5,000,000/per claim $10,000,000 aggregate
	General Liability	$2,000,000/per occurrence $4,000,000/aggregate

	Automobile Liability	$2,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	$1,000,000
$20,000,000 to $24,999,999	Professional Liability	$10,000,000/per claim $20,000,000 aggregate
	General Liability	$2,000,000/per occurrence $4,000,000/aggregate
	Automobile Liability	$2,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	$1,000,000
$25,000,000 and over	Coverage and limits to be negotiated.	

15. TERMINATION:

The AUTHORITY's General Manager, his/her designee and/or the CONSULTANT may terminate this Agreement on thirty (30) days prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY shall pay the CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to the AUTHORITY.

16. REVIEWS:

(a) The CONSULTANT shall submit draft reports and other materials for review by the AUTHORITY prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

(b) The AUTHORITY will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten (10) working days after receipt of the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the AUTHORITY for approval within ten (10) working

days after receipt. The final approval will be submitted to the CONSULTANT within five (5) working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

17. RELEASE OF INFORMATION:

The CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the AUTHORITY prior to release. Such information shall include, but is not limited to, all products, ideas, data, reports, background materials, and any and all other materials belonging to the AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

18. USE OF MATERIALS:

(a) All documents, computer information, reports, background materials, or other Work products created for or by the CONSULTANT under this Agreement shall be the sole property of the AUTHORITY. All copyrights thereto, except those developed outside the Services performed by the CONSULTANT under this Agreement, shall be or become the property of the AUTHORITY. The AUTHORITY shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the AUTHORITY while in the CONSULTANT's possession.

(b) Upon termination of this Agreement, the CONSULTANT shall turn over to the AUTHORITY any property of the AUTHORITY in its possession and any calculations, notes, reports, or other materials prepared by the CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of the CONSULTANT used to execute the Work shall remain the property of the CONSULTANT.

19. RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for three (3) years, and shall make available to the AUTHORITY for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

20. ASSIGNMENT:

The CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of the AUTHORITY.

21. MODIFICATION OF AGREEMENT:

This Agreement may not be changed or modified except by written instrument executed by both Parties or their designees.

22. SEVERABILITY:

Any provisions or portions of this Agreement prohibited as unlawful or unenforceable under any application of law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

23. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

(a) The CONSULTANT shall not employ discriminatory practices in the provision of Services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

(b) No person in the United States shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(c) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. The CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. This non-discrimination provision shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

(d) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

(e) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representatives of the CONSULTANT's commitment under this provision and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

24. EQUAL EMPLOYMENT OPPORTUNITY:

(a) The CONSULTANT and any subcontractor or subconsultant working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

(b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the AUTHORITY upon the AUTHORITY's request. The CONSULTANT is solely liable for failure to comply with this provision.

25. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement.

26. NO THIRD PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than the AUTHORITY and the CONSULTANT. This Agreement does not create any third party beneficiary rights or causes of action.

27. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

28. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

29. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

30. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter

hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

31. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CONSULTANT or AUTHORITY, either by personal delivery, via facsimile, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses and fax numbers:

To CONSULTANT:

Hobbs, Ong & Associates, Inc.
Attention: Guy S. Hobbs, Managing Partner
3900 Paradise Road, Suite 152
Las Vegas, NV 89169
guy@hobbsong.com
Fax: 702-733-7250

Public Financial Management, Inc.
Attention: Brian Thomas, Managing Director
601 South Figueroa, Suite 4500
Los Angeles, CA 90017
thomasb@pfm.com
Fax:

To AUTHORITY:

Southern Nevada Water Authority
Attention: Philip D. Speight, Deputy General Manager
1001 South Valley View Boulevard
Las Vegas, NV 89153
Phil.speight@lvvwd.com
Fax: 702-822-8430

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by facsimile or email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted

during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the address, email address or fax number identified above by notifying the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

HOBBS, ONG & ASSOCIATES, INC.

By_____
Guy S. Hobbs
Managing Partner

SOUTHERN NEVADA WATER AUTHORITY

By_____
Patricia Mulroy
General Manager

PUBLIC FINANCIAL MANAGEMENT, INC.

By_____
Brian Thomas
Managing Director

Approved as to form:

_____
General Counsel

EXHIBIT A

SCOPE OF SERVICES AND RATES & FEES SCHEDULE

SCOPE OF SERVICES

A. Financial Planning

1. Review and make recommendations regarding the short and long-term capital improvement programs in order to match sources of capital funding to infrastructure needs.
2. Provide financial feasibility studies which will include financing alternatives, amortization schedules, revenue estimates, revenue alternatives, rate modeling and analysis, and make recommendations to the AUTHORITY as to the optimal financing strategy.
3. Evaluate proposals and/or studies provided to the AUTHORITY, by outside interested parties, relative to the financing of capital projects, and report findings to the AUTHORITY.
4. Assist the AUTHORITY in debt management policy development, including policies and procedures for measuring and making financial decisions.

B. Managing and Issuing Debt Securities

1. Review existing debt structure to identify strengths and weaknesses of structure, identify funding opportunities.
2. Develop and analyze appropriate debt structure alternatives and bond financing schedules.
3. Assist the AUTHORITY with credit rating management and upgrade strategies.
4. Assist the AUTHORITY in the development of the terms of the financing and make recommendations concerning the terms and conditions (including public or private sale) upon which the securities are to be issued and sold, including final repayment schedules, call and redemption features, reserve funds, revenue options, coverage requirements, and other details.
5. Develop and review financing documents including the Official Statement, which sets forth financial and other information about the AUTHORITY and a description of the security issue, for each contemplated debt issuance planned to be sold at a public sale.
6. Assist the AUTHORITY and the underwriter in preparation of an Official Statement for issues planned to be sold at a private sale. The preparation of the material will be in general conformance with Government Finance Officers Association Disclosure Guidelines for Offerings of Securities by State and Local Governments.
7. Review Official Statements not prepared by the CONSULTANT and report findings to the AUTHORITY.

8. Confer with legal counsel, disclosure counsel, bond attorneys, underwriters, bankers, actuarial firms, and accountants selected.

9. Assist the AUTHORITY with presentations made to the Debt Management Commission to secure its approval for issuance of securities.

10. Inform the AUTHORITY of market conditions and advise the AUTHORITY as to advantageous timing that the securities might be sold.

11. Participate with the AUTHORITY in due diligence meetings.

12. Assist in the procurement of other financial services such as trustee, printer and verification agent.

13. Assist the AUTHORITY in establishing a marketing plan via widely circulated financial journals and publications, to obtain publicity for the AUTHORITY's security sale.

14. Assist the AUTHORITY with preparation of materials for rating agency presentations.

15. Review bids to verify calculations are in conformance with the specifications, and make recommendations, for award of bids on competitive sales.

16. Assist with the pricing of bonds.

17. Perform the necessary functions in connection with the Proceedings, which include acting as liaison, assembling documents, and participate in all closings.

C. Other Services

1. Attend all meetings of the AUTHORITY which such meetings include matters directly or indirectly related to the planning and management of AUTHORITY's debt.

2. Monitor and report local, State, and Federal regulations that may affect the AUTHORITY's debt position.

3. Consult with the AUTHORITY concerning investment of security proceeds with particular attention to arbitrage and filing requirements of the U.S. Treasury Department.

4. The AUTHORITY will assist the CONSULTANT with the identification of any potential instances of material events.

5. CONSULTANT shall notify, in accordance with requirements, all affected parties of any material event disclosures and potential impacts.

RATES & FEES SCHEDULE

A. The CONSULTANT shall be compensated for its services in accordance with the rate schedule below.

The fee and expenses for issuance of securities is contingent and is payable only upon the successful delivery of any securities. The fee shall be paid only from the proceeds of sale of the securities or other legally available sources. The minimum fee for each series of securities shall be $12,000. The maximum allowable fee for each series of securities shall be $98,750 (not including expenses), and shall not apply to refunding or restructurings for any issuer. A bond issuance for the same general purpose which is issued on the same day and uses the same official statement should be considered as one series of securities even though the issuance is sub-divided as Series A, B and/or C.

Amount of Issue	Fee
To $5,000,000	$0.3969 per $100
Additional Securities from $5,000,001 to $15,000,000	$0.1764 per $100
Additional Securities from $15,000,001 to $30,000,000	$0.0662 per $100
Additional Securities from $30,000,001 to $60,000,000	$0.0353 per $100
Additional Securities from $60,000,001 to $150,000,000	$0.0176 per $100
Additional Securities more than $150,000,000	$0.0088 per $100

In addition, the AUTHORITY agrees to reimburse all expenses incurred in the performance of the consulting services rendered, including but not limited to, travel, lodging, meals, long distance telephone calls, printing, reproduction, advertising and other expenses, subject to approved, appropriated funding and within the limits stated in the Agreement, Paragraph 4 (Limitation on Costs).

B. At least thirty (30) calendar days prior to exercising any option year, either party may request, in writing to the other party, a review and revision of the rate schedule above. At that time, the rate schedule may be open to negotiation by either party to provide for an increase or decrease of the rates, subject to changes in market conditions.

C. The following services shall be excluded from the standard bond fee schedule above and shall be negotiated under separate agreement if such services are required:

1. Analysis and procurement of interest rate swaps and hedges and post sale swap support and compliance services.
2. Analysis and procurement of fuel hedges.
3. Open market escrow analyses and bidding/procurement of open market and or State and Local Government Series (SLGS) securities for escrows, except as escrows may apply to SLGS for current and advanced refunding.
4. Arbitrage rebate compliance strategies, analyses and filings.
5. Bond proceeds' investments.

D. Upon mutual consent of the parties, the fees for projects not directly related to a financing (such as studies, negotiations, financial plans, reports, preparation of memoranda, and any other matters with which the AUTHORITY may request for assistance) will be billed to the AUTHORITY on a time and materials basis plus expenses incurred in providing such services within the limit stated in the Agreement, Paragraph 4 (Limitation on Costs). The hourly rates will be:

Managing Partner/Managing Director/Director	$295
Vice President/ Senior Consultant	$200
Associate/Analyst	$125

E. Invoices

Invoices shall be submitted to the Southern Nevada Water Authority and shall state information as outlined in the Agreement, Paragraph 3 (Compensation), including:

1. The agreed upon amount as per Paragraph A of this Section.
2. A list of expenses as noted in Paragraph A of this Section.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group					
☐ MBE	☐ WBE	☒ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		

Corporate/Business Entity Name:	HOBBS ONG + ASSOCIATES, INC		
(Include d.b.a., if applicable)			
Street Address:	3900 PARADISE RD #152	**Website:**	www.hobbsong.com
City, State and Zip Code:	LAS VEGAS, NV 89169	**POC Name and Email:**	guy@hobbsong.com
Telephone No:	702-733-7223	**Fax No:**	702-733-7250
Local Street Address:		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name Email:**	
Number of Clark County, Nevada Residents Employed:	3		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
GUY S. Hobbs	President	60
KATHERINE ONG	Secretary	40

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please note that LVVWD employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an LVVWD full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name: GUY S. Hobbs
Title: President	Date: 3/27/2012

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL	LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For LVVWD Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☑ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		

Corporate/Business Entity Name:	Public Financial Management, Inc.	
(Include d.b.a., if applicable)		
Street Address:	Two Logan Sq., 18th & Arch Sts.	**Website:** PFM.com
City, State and Zip Code:	Philadelphia, PA 19103	**POC Name and Email:** Peter Miller – Millerp@pfm.com
Telephone No:	(215) 567-6100	**Fax No:** (215) 567-4180
Local Street Address:	PFM c/o Hobbs, Ong & Associates 3900 Paradise Rd # 152	**Website:** hobbsong.com
City, State and Zip Code:	Las Vegas, NV 89169	**Local Fax No:** (702) 733-7250
Local Telephone No:	(702) 733-7223	**Local POC Name Email:** guy@hobbsong.com
Number of Clark County, Nevada Residents Employed: N/A		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
None		

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please note that LVVWD employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an LVVWD full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the LVVWD will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

S. Boyle
Signature

Stephen Boyle
Print Name

CFO
Title

3-27-12
Date

Revised 3/1/11

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.) N/A

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL	LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For LVVWD Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the LVVWD employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

April 19, 2012

Subject: Bond Counsel and Disclosure Counsel	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors receive a staff report on the Request for Qualifications for Bond Counsel and Disclosure Counsel, make a selection for bond counsel, and, if it desires, appoint disclosure counsel.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
This request is for approval of qualified firms to act as bond counsel and disclosure counsel on behalf of the Authority for services related to issuance of revenue bonds. On October 4, 2011, the Board of Directors directed staff to issue a request for qualifications (RFQ) to determine the number of firms capable of providing either bond or disclosure counsel services and to evaluate their relative strengths. RFQ No. 637-11 was prepared and distributed to 13 firms, with 8 firms responding with proposals. Proposals were evaluated by a team of representatives from the District's Finance, Legal, and Purchasing Departments. The evaluation criteria included: experience in developing financing strategies for water projects and state and local governments; staff qualifications; legislative initiatives; and past or pending litigation. The qualified firms with Nevada offices are:

Ballard Spahr Andrews & Ingersoll, LLP
Brownstein Hyatt Farber Schreck, LLP
Greenberg Traurig, LLP
Jones Vargas
Swendseid & Stern

One or more of these firms may be chosen, as needed, to enter into negotiations for bond and disclosure counsel services for bond issues. Of these firms, the only ones with bond counsel located in the state of Nevada are Swendseid & Stern and Jones Vargas. The only one with no potential conflict due to other clients they represent or could potentially represent is Swendseid & Stern, since their practice is exclusively bond work.

This agenda item is authorized by the Cooperative Agreement which created the Authority, Section 6(i). Legal services are professional services that, in accordance with NRS 332.115.1(b), are not adapted to competitive bidding and are exempt from the Local Government Purchasing Act, but can be the subject of an alternative process, such as a request for qualifications. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:PDS:BVC:jw

AGENDA ITEM # 4

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

April 19, 2012

Subject: 2012 SNWA Request Resolution	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors adopt a resolution requesting the Clark County Board of Commissioners to take the necessary steps toward the issuance of bonds in the approximate principal amount of $90,000,000 to refinance certain outstanding bonds for the Authority.	

Fiscal Impact:
The Authority will be obligated to make debt service payments from Authority revenues. The Authority will receive funds to make these payments from the beneficiaries of the facilities.

Background:
Nevada law provides that the Authority may issue bonds directly to the municipal marketplace or through such programs as the Clark County Bond Bank.

The Authority is requesting to issue general obligation bond bank refunding bonds (additionally secured by pledged revenues) in the approximate principal amount of $90,000,000 to refinance a portion of the Authority Water Revenue Bonds, Series 2001 and 2002, that have been purchased and are currently held by the Clark County Bond Bank. The purpose of the refunding is to reduce the Authority's existing debt service obligations.

Prior to the issuance of the bonds, the Authority's Board of Directors will consider a Revenue Refunding Bond Resolution in which the Authority will authorize the issuance of its refunding bond to the Clark County Bond Bank.

Therefore, the Board is being asked to adopt the attached 2012 SNWA Request Resolution.

The agreement and resolution are authorized by NRS Chapter 244A. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:PDS:WFF/kah
Attachments

AGENDA ITEM # 5

RESOLUTION

A RESOLUTION CONCERNING THE REFINANCING OF CERTAIN OUTSTANDING BONDS OF THE SOUTHERN NEVADA WATER AUTHORITY; REQUESTING THE CLARK COUNTY BOARD OF COMMISSIONERS TO ISSUE GENERAL OBLIGATION BOND BANK REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) TO PURCHASE THE REFUNDING BONDS OF THE SOUTHERN NEVADA WATER AUTHORITY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Directors of the Southern Nevada Water Authority (the "Board") deems it advisable to issue refunding bonds, notes, and other instruments of the Authority for the purpose of refinancing certain of the Authority's outstanding bonds in the aggregate principal amount not to exceed $90,000,000 (the "Project").

WHEREAS, pursuant to NRS 244A.013 to 244A.065, the Board deems it advisable to request that the Board of Commissioners of Clark County, Nevada (respectively, the "County Board" and the "County") issue general obligation bond bank refunding bonds to purchase the Authority's bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SOUTHERN NEVADA WATER AUTHORITY, NEVADA:

Section 1. This resolution shall be known as the "2012 SNWA Request Resolution."

Section 2. The County Board is hereby requested to issue general obligation bond bank refunding bonds (additionally secured with pledged revenues) in the maximum principal amount of $90,000,000 to refinance a portion of certain of the Authority water revenue bonds that have been purchased and are currently held by the County Bond Bank (the "Refunded Bonds").

Section 3. The Secretary to the Board is hereby directed to certify a copy of this resolution to the County Board, thereby formally requesting that the County Board proceed to issue general obligation bond bank refunding bonds of the County.

Section 4. The officers of the Authority be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution including, if necessary, amending the Authority's capital improvement plan, statements of current and contemplated debt and debt management policy, arranging for the sale of the Authority Bonds,

and if required, deeming a preliminary official statement for any bonds issued by the County to finance the Authority Bonds, to be final for purposes of Rule 15c2-12 of the Securities Exchange Commission.

Section 5. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 6. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect any remaining provisions of this Resolution.

Section 7. This Resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED at a meeting of the Board of Directors of the Southern Nevada Water Authority this April 19, 2012.

_____
Chairman
Board of Directors

_____
Secretary
Board of Directors

\437710

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.
)
SOUTHERN NEVADA)
WATER AUTHORITY)

I, Patricia Mulroy, the duly appointed and qualified Secretary to the Board of Directors of the Southern Nevada Water Authority, Nevada, do hereby certify:

1. The foregoing pages are a true, correct and complete copy of a resolution adopted at a regular meeting of the Board of Directors of the Southern Nevada Water Authority held on April 19, 2012; and such original resolution has been approved and authenticated by the signatures of the Chairman and myself as Secretary of the Board, and has been recorded in the minute book of said Board kept for that purpose in my office, which record has been duly signed by said officers and properly sealed.

2. The members of the Board were present at the meeting and voted on the passage of such resolution as follows:

Those Voting Aye: Sam Bateman
Shari Buck
Bob Coffin
Tom Collins
Duncan McCoy
Mary Beth Scow
Steve Sisolak

Those Voting Nay: _____
_____

Those Absent: _____
_____

Those Abstaining: _____
_____

3. All members of the Board were given due and proper notice of the meeting. Pursuant to and in conformity with NRS 241.020, written notice of the meeting was given by 9:00 a.m. at least 3 working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

a. By mailing a copy of the notice to each member of the Board,

b. By posting a copy of the notice on the Authority's website, if any; at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held; and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

(i) Las Vegas Valley Water District
1001 South Valley View
Las Vegas, Nevada 89153

(ii) Clark County Commission Office
500 South Grand Central Parkway
Las Vegas, Nevada 89106

(iii) City Hall, City of Henderson
240 Water Street
Henderson, Nevada 89014

(iv) City Hall, City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101

and

c. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in accordance with the provisions of Chapter 241 of NRS.

4. A copy of the notice so given of the meeting of the Board held on April 19, 2012 is attached to this Certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand this April 19, 2012.

(SEAL)

_____
Secretary
Board of Directors

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

April 19, 2012

Subject: Interlocal Agreement	**Director's Backup**
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: The the Board of Directors approve the Interlocal Agreement between the City of Boulder City and the Authority regarding Boulder City's share of capital costs.	

Fiscal Impact:
In the ensuing fiscal year, the Authority will receive $546,000 from the City of Boulder City.

Background:
The Interlocal Agreement between the City of Boulder City (City) and the Authority establishes the procedure for the payment of the City's share of capital labor costs that are included in budgeting and funding the Major Construction and Capital Plan (MCCP). The MCCP is subject to the approval of the Authority Board of Directors and requires consultation with, and the affirmative vote of, each Purveyor Member.

Capital labor costs are assessed under the the Southern Nevada Water System Facilities and Operations Agreement, Section 7.4. The assessment is based upon the percentage of raw and treated water delivered to each entity through Authority facilities on a three-year running basis (to limit annual fluctuations in the assessment), the calculation of which will be trued-up annually. The City's share of capital labor costs for the coming fiscal year will be approximately $546,000.

The Interlocal Agreement is being entered into pursuant to NRS Chapter 277. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:PDS:BVC:jw
Attachment

AGENDA ITEM # 6

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BOULDER CITY
AND
THE SOUTHERN NEVADA WATER AUTHORITY
REGARDING BOULDER CITY'S SHARE OF CAPITAL COSTS

This Interlocal Agreement ("Agreement") is entered into this ____ day of 2012 (the "Effective Date"), by and between the Southern Nevada Water Authority ("SNWA)), a political subdivision of the State of Nevada, and the City of Boulder City ("City"), a municipal corporation of the State of Nevada, sometimes singularly referred to as a "Party" and jointly referred to as the "Parties."

WITNESSETH

WHEREAS, the City is a Southern Nevada Water System ("SNWS") Purveyor Member of SNWA; and

WHEREAS, the other SNWS Purveyor Members contribute to capital labor costs that are included in the Major Construction and Capital Plan ("MCCP); and

WHEREAS, the City and the Authority now desire to establish a method for the City to contribute its proportionate share of capital labor costs that are included in the MCCP;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and other valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Capital Labor Costs. Capital labor costs are labor costs that are included in the MCCP, excluding capital labor costs incurred by the SNWA Engineering ***and Energy*** Departments. ***The MCCP is prepared and maintained under Facilities and Operations Agreement Article 2. Ongoing consultation with each Purveyor Member concerning the substance of the MCCP is required by § 2.3.2 of the Agreement. The MCCP is subject to the approval of the SNWA Board and requires the affirmative vote of each Purveyor Member. The capital labor costs are assessed under Facilities and Operations Agreement § 7.4 and are based upon a formula (detailed in § 3 below) related to the percentage of water delivered to the City through SNWA facilities. The City's share of capital labor costs will be assessed prospectively.*** (The attached Exhibit A sets forth those capitalized labor costs which shall be determined appropriate by the purveyors on an annual basis.)

2. Date of Submission of Contribution. The initial contribution amount will be provided to the City by May 1, 2012, and subsequent annual calculations will be submitted by May 1of each subsequent year.

3. Contribution Formula. The City's contribution will be determined by the percentage of treated and untreated water delivered to the City through SNWA facilities divided by the total amount of treated and untreated water delivered to all purveyor members through SNWA facilities

(excluding water used for recharge in the Las Vegas Valley). The percentage will be derived from the prior three years data from SNWS plant records ***in order to limit annual fluctuations***. The percentage will be applied to the upcoming fiscal year budgeted numbers to calculate the City's contribution to capital labor costs. Beginning with the May 1, 2013 submission of contribution, an additional calculation will show the previous fiscal year's actual capital labor costs and a positive or negative adjustment to reflect the actual labor costs for the previous year.

4. Payment. The City will pay the contribution in whole by July 30 of each year. Should the annual contribution exceed $600,000, the City and SNWA agree that they will consult with each other to discuss contribution amount and means of lessening the impact on the City.

5. Notices. Any notice, invoice, or payment given by one Party to the other Party under this Agreement shall be given in writing to such Parties at the address designated below or to such other address as may be hereinafter designated by a Party by written notice thereof to the other.

City of Boulder City
Attention: City Manager
401 California Avenue
Boulder City, NV 89005

Southern Nevada Water Authority
Attention: General Manager
1001 So. Valley View Boulevard
Las Vegas, NV 89153

6. Term of the Agreement. This Agreement shall remain in effect from the Effective Date and will terminate should capital labor cost contributions no longer be assessed against SNWS Purveyor Members of SNWA.

7. Enforceability. 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 any other part of this Agreement.

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

9. Prohibitions. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.

10. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way effect this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused it to be executed by their duly authorized representatives.

City of Boulder City

By:_____
Vicki G. Mayes, City Manager

Attest:

By:_____
Lorene Krumm, City Clerk

Approved as to Form:

By:_____
Dave Olsen, City Attorney

Southern Nevada Water Authority

By:_____
Patricia Mulroy, General Manager

Attest:

By:_____
Melissa Trammell, Board Clerk

Approved as to Form:

By:_____
Brian Chally, Director of Legal Services

EXHIBIT A

Southern Nevada Water Authority
CAPITALIZED LABOR ONLY
Fiscal 2012 - 2013 Budget

Department			Approved Payroll Budget
SNWS			---
SNWA Ground Water			$6,114,814
SNWA Surface Water			$2,726,960
SNWA Engineering			$9,750,194
SNWA Environment			$4,930,736
SNWA Energy			---
LVVWD Dept			$7,497,413
Subtotal			$31,020,117
Less Departments Not Included in Boulder City Infrastructure Charge			
SNWA Engineering	$9,750,194	(1)	
SNWA Energy	-	(2)	$9,750,194
Total Payroll Subject to Boulder City Infrastructure Charge			**$21,269,923**

(1) SNWA Engineering payroll will still be paid for with bond proceeds.
(2) SNWA Energy payroll is paid for with Wholesale Delivery Charge proceeds.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

April 19, 2012

Subject: Water Planning	**Director's Backup**
Petitioner: John J. Entsminger, Senior Deputy General Manager	
Recommendations: That the Board of Directors discuss and authorize the establishment of a stakeholder process regarding integrated resource planning, and direct staff to initiate related resource planning process activities.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
On February 29, 2012, the Board of Directors directed staff to initiate a stakeholder process to evaluate Authority initiatives. In addition to the Authority's existing economic condition, a number of integrated resource planning issues must be evaluated. These issues include consideration of resource development and management, construction and maintenance of facilities, funding, planning, conservation and water quality.

To discuss these issues comprehensively, an integrated resource planning process is recommended. The process will consider the interrelated aspects of many water issues, and result in formal recommendations for consideration by the Board. Various steps are necessary to support such a process, including the identification of a neutral facilitator, development of discussion topics, coordination of a work session schedule, and establishment of a Citizens Advisory Committee.

Subject to the Board's direction, staff recommends appointments to the Citizen Advisory Committee from the following categories:

Industrial/Commercial Business (1)
Small Industrial/Commercial Business (1)
Hospitality/Gaming (1)
Las Vegas Chamber (1)
North Las Vegas Chamber (1)
Henderson Chamber (1)
Latin Chamber (1)
Building Trades (1)
Restaurants (1)
Labor Union (1)
Education (1)
Developer (1)
General Contractors (1)
Homeowners Association (1)
Golf Course (1)
Financial Industry (2)
Environmental (1)
Senior Citizen (1)
Southern Nevada Resident (2)

At this time, the Board is being asked to discuss a resource planning stakeholder process, and direct staff to initiate related process activities. A separate agenda item will be brought before the Board at a future meeting to appoint committee members.

The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

P Mulroy

Patricia Mulroy, General Manager
PM:JJE:PDS:JAW:AMB:DB:kf:td

AGENDA ITEM # 1

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

April 19, 2012

Subject: Update on Water Resources	**Director's Backup**
Petitioner: Patricia Mulroy, General Manager	
Recommendations: That the Board of Directors receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation Plans, activities on the Colorado River, and on the development of in-state water resources.	

Fiscal Impact:
None by approval of the above recommendation.

Background:
The Colorado River Basin has been experiencing a severe drought which began in 2000. The severity of these conditions has become increasingly evident in lake levels along the lower Colorado River Basin, where major reservoirs such as Lake Powell and Lake Mead are experiencing some of the lowest water levels in recent memory.

The nature of the drought in the Colorado River Basin has direct effects on water resources and future planning. The drought has prompted communities to launch major conservation initiatives to reduce water use among citizens and businesses, and has resulted in the development and implementation of the Authority's Water Resource and Conservation Plans.

This agenda item provides for an update from staff on the drought; the results of the implementation of the Authority's Water Resource and Conservation Plans; activities on the Colorado River; and on the development of in-state water resources.

The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

Patricia Mulroy, General Manager
PM:JJE:td

AGENDA ITEM # 8