

# A G E N D A

## SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING  
9:00 A.M. – SEPTEMBER 20, 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



SOUTHERN NEVADA  
WATER AUTHORITY

The Southern Nevada Water Authority makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call Katie Horn at (702) 870-2011 at least 24 hours prior to the meeting.

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### 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.

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### 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 August 16, 2012.
2. *For Possible Action:* Approve an amendment to the existing agreement among the Metropolitan Water District of Southern California, members of the Water Utility Climate Alliance, and the Authority, and to authorize the General Manager to approve future modifications only if the future modifications do not fiscally impact the Authority.
3. *For Possible Action:* Approve a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection in western Utah in support of the Clark, Lincoln, and White Pine Counties Groundwater Development Project.
4. *For Possible Action:* Approve a contribution funding agreement between the Nevada Division of Water Resources and the Authority for surface water and groundwater data collection services within Nevada to be performed by the U.S. Geological Survey.
5. *For Possible Action:* Approve a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection.

6. *For Possible Action:* Approve the second amendment, in substantially the same form, to the existing operational agreement among the Metropolitan Water District of Southern California, the Colorado River Commission of Nevada, and the Authority for interstate banking of Colorado River water in California.
7. *For Possible Action:* Approve and authorize the General Manager, or her designee, to sign a utility easement authorizing Nevada Bell Telephone Company d/b/a AT&T Nevada, a Nevada Corporation, to install communication facilities benefitting the Authority's Northern Resource properties.
8. *For Possible Action:* Make an appointment to fill a vacancy on the Integrated Resource Planning Advisory Committee.
9. *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 [www.snwa.com/apps/agenda/snwa/index.cfm](http://www.snwa.com/apps/agenda/snwa/index.cfm)  
for Southern Nevada Water Authority Agenda Postings and Approved Minutes

**SOUTHERN NEVADA WATER AUTHORITY  
BOARD OF DIRECTORS  
REGULAR MEETING  
AUGUST 16, 2012  
MINUTES**

CALL TO ORDER 9:02 a.m., SNWA Board Chambers, Southern Nevada Water Authority  
100 City Parkway, Seventh Floor, Las Vegas, Nevada

BOARD MEMBERS PRESENT Shari Buck, Chair  
Bob Coffin  
Tom Collins  
Duncan McCoy  
Steve Sisolak

BOARD MEMBERS ABSENT Mary Beth Scow, Vice Chair  
Sam Bateman

STAFF PRESENT Pat Mulroy, Greg Walch, Rick Holmes, Phil Speight, Doug Bennett

OTHERS PRESENT Greg Bortolin and Arlen Huggins, DRI

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

**COMMENTS BY THE GENERAL PUBLIC**

Dean Baker, Baker, NV, discussed his concerns with the Authority's groundwater development project in eastern Nevada and stressed the importance of having absolute proof of the availability of water resources in the area.

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Director Sisolak to approve the agenda for this meeting and the minutes of the regular meetings of June 21, 2012, and July 19, 2012. The motion was approved.

**2. Approve and authorize the General Manager to enter into an assistance agreement, in substantially the same form, between the Bureau of Reclamation and the Authority, to accept a grant for an amount not to exceed \$300,000 to support the Authority's Water Smart Landscape Rebate Program, and authorize the General Manager to approve future modifications only if the future modifications do not fiscally impact the Authority.**

Director Sisolak asked if the Authority offers a rebate for removing a pool. Doug Bennett confirmed that the Authority offers a rebate for homeowners and businesses who replace any body of water such as pools and fountains with desert landscaping.

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

**3. Approve an agreement among the members of the Las Vegas Area Consortium for the Sustainable Communities Regional Planning Grant Program and the Authority.**

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

**4. Approve an agreement between the Board of Regents, Nevada System of Higher Education on behalf of the Desert Research Institute, and the Authority to conduct cloud seeding operations in eastern Nevada for an amount not to exceed \$724,000, and authorize the General Manager to extend the agreement for two additional one-year periods.**

Ms. Mulroy indicated that the item, if approved, would allow the Authority to continue funding the current cloud seeding operation. In addition, the Authority is working with DRI to move or open a new cloud seeding operation in Schell Creek in order to give other interested stakeholders an opportunity to secure funding to continue cloud seeding operations as they currently exist.

Director Coffin asked how long cloud seeding operations have taken place in eastern Nevada. Ms. Mulroy replied that operations have taken place for a number of years under state funding; however, three years ago the Authority assumed funding responsibilities when the cloud seeding program was stopped due to state budget cuts. Washoe County currently funds cloud seeding operations on the western side of the state; the Authority funds cloud seeding operations in the east side.

Greg Bortolin and Arlen Huggins discussed DRI's ongoing cloud seeding efforts and provided the Board with a cloud seeding fact sheet, which is included with these minutes.

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

**5. Ratify General Counsel's intervention in Public Utility Commission Docket 12-06053, Nevada Power Company's Triennial Integrated Resource Plan.**

Director Sisolak asked for a brief summary of the item. Greg Walch reported the Authority intervened for two reasons: a clause within NV Energy's agreement could leave the Authority without a firm power supply and therefore be forced to purchase power on the open market, at potentially significant costs. In addition, per the agreement, the Authority had a deadline of August 1, 2012 to file an intervention.

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

Rick Holmes, Deputy General Manager, provided the Board with an update of drought conditions and local water use information. A copy of his presentation is included with these minutes.

Director Sisolak asked about how rain is measured within the community. Rick Holmes reported that a community of this size may see differences in average rainfall and that the Authority relies upon rain gages located at McCarran Airport as a baseline standard.

Ms. Mulroy reported the Bureau of Land Management released its Final Environmental Impact Statement related to the Authority's Clark, Lincoln and White Pine Counties Groundwater Development Project, and noted that she anticipates a Record of Decision from the agency by the end of the year.

NO ACTION REQUIRED

**Public Comment**

Dean Baker, Baker, NV, discussed the Clark, Lincoln and White Pine County Groundwater Development Project and the proposed Utah-Nevada Agreement regarding water resources in Snake Valley.

Ed Uehling discussed the Authority's budget, general manager, groundwater development project and board activities.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:40 a.m.

APPROVED:

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Shari Buck, Chair

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Patricia Mulroy, General Manager

# Cloud Seeding

## FACT SHEET



www.dri.edu

>> 40+ years of cloud seeding research experience in Nevada's watersheds makes DRI uniquely qualified to design and conduct operational projects for these same watersheds.

>> Scientific studies support that DRI's method of cloud seeding enhances local snowfall and resulting snowpack levels.

>> DRI pioneered the technique of using trace chemical analysis of snowfall to assess both environmental impacts and the effectiveness of cloud seeding.

>> The trace chemical technique was used to show that cloud seeding operations produced a seasonal 8 percent increase in the snowpack across a specific watershed.

>> A National Academy of Sciences report noted that wintertime cloud seeding, as done by DRI, showed strong suggestions of positive seeding effects.

>> DRI obtained \$2.5 million in federal grants to establish the scientific basis for cloud seeding in the Sierra Nevada and to develop the tools with which to conduct cloud seeding and evaluate its impact prior to launching the program that is currently in place.

>> For 25 years, DRI provided more than 40 percent of the \$1 million it has cost to run the program annually.

>> DRI scientists estimate that annual augmented snow water has averaged 64,000 acre-feet during the last 15 years. That's enough to supply 140,000 households with water annually. The state-funded program cost was \$7-\$15 per acre-foot.

>> DRI runs an extremely efficient operation with three technicians with a combined 50 years of experience running the programs in Northeastern Nevada, the Walker-Carson Area and Tahoe-Truckee region + active participation in several Colorado projects.

>> There are no detrimental downwind impacts by cloud seeding operations. In other words, cloud seeding does not diminish snowfall in basins beyond where operations occur.



# DRI

### >> CONTACT

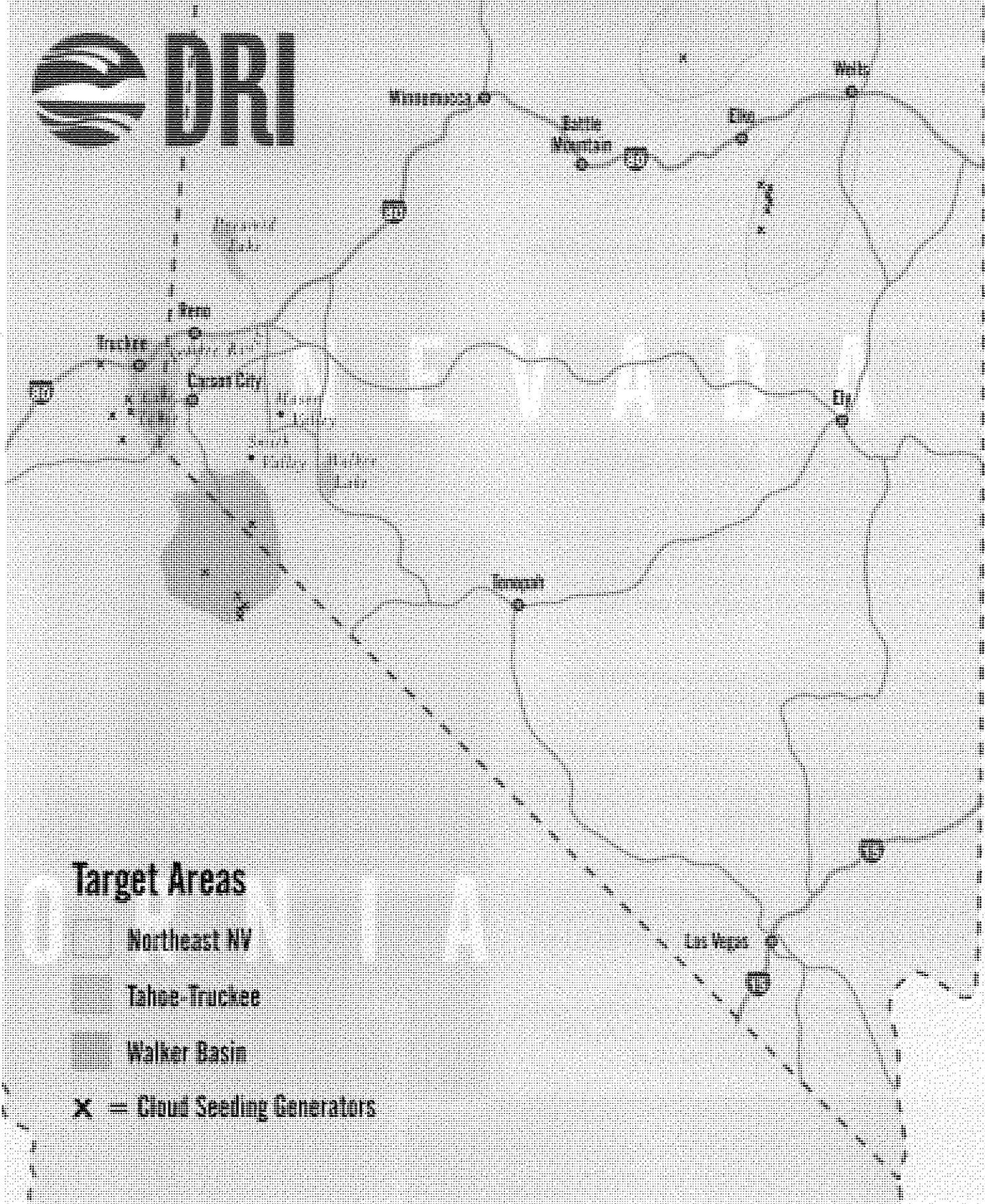
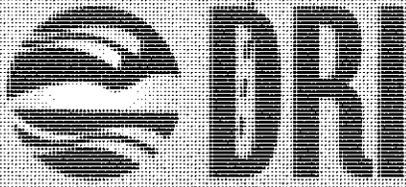
Arlen Huggins, Associate Research Scientist  
2215 Raggio Parkway, Reno, NV 89512

OFFICE: 775/674-7140

EMAIL: Arlen.Huggins@dri.edu

WEBSITE: <http://www.dri.edu/cloudseeding>

# CLOUD SEEDING OPERATIONS



## Target Areas

Northeast NV

Tahoe-Truckee

Walker Basin

X = Cloud Seeding Generators

SOUTHERN NEVADA WATER AUTHORITY

## Update on Drought Conditions and Water Use

August 16, 2012

## Drought Monitor

**Legend:**

- D0 Abnormally Dry
- D1 Drought - Moderate
- D2 Drought - Severe
- D3 Drought - Extreme
- D4 Drought - Exceptional

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text for more information.

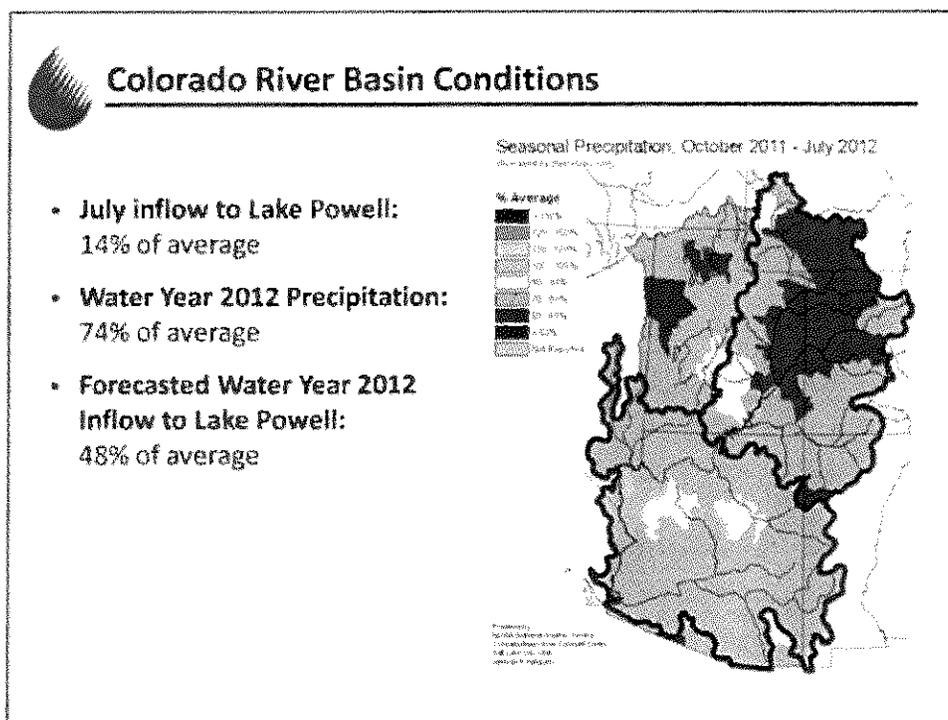
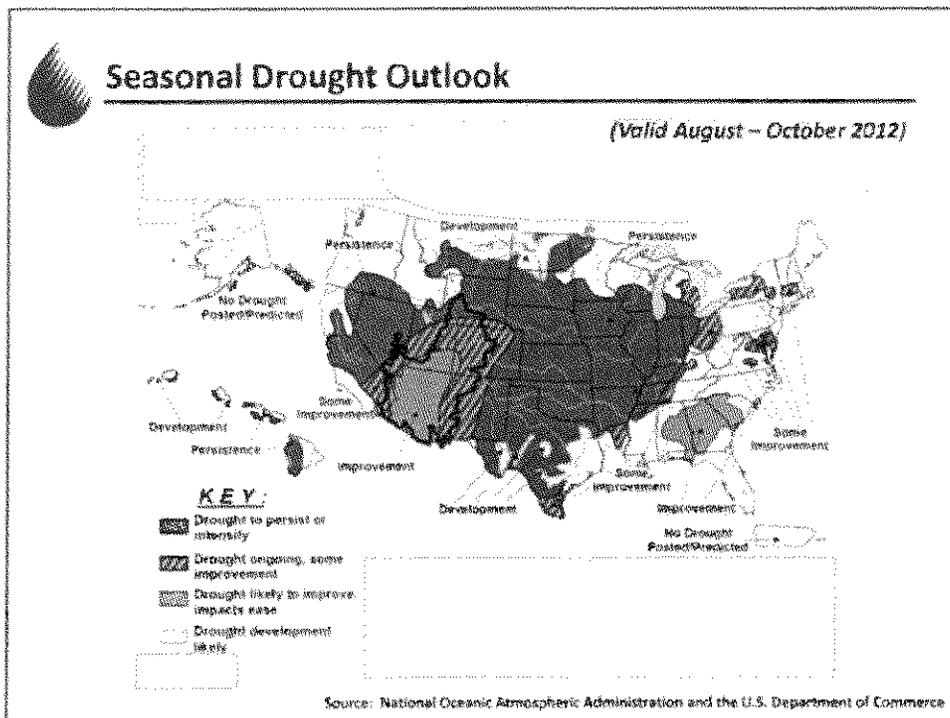
<http://droughtmonitor.unl.edu/>

**Drought Risk Levels**

- Def.** Defensible normal dryness
- D - 1** Short Term: Typically 1-6 months
- D - 2** Moderate: Typically 6-12 months
- D - 3** Long Term: Typically 12+ months, (e.g. hydrologic cycle)

USDA  
NATIONAL DROUGHT MITIGATION CENTER

**Released Thursday, August 9, 2012**  
Author: Mark Svoboda, National Drought Mitigation Center





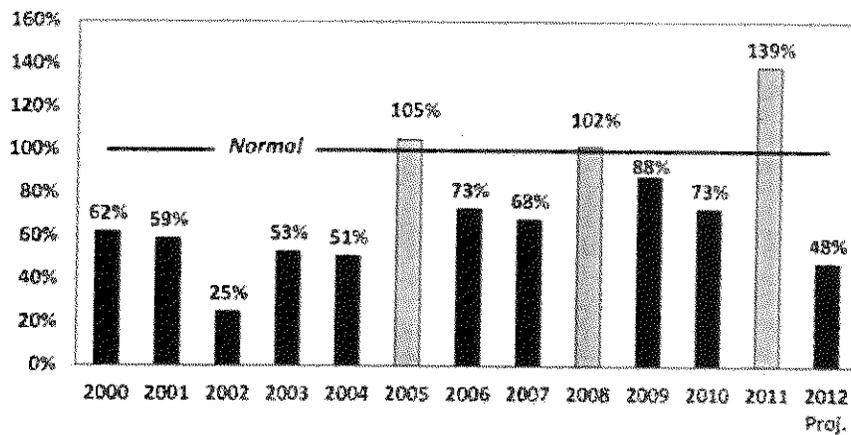
### Precipitation and Inflow Forecast – Lake Powell

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	119%	111%	78%	63%	
May	125%	128%	74%	51%	
Jun	126%	138%	71%	47%	
Jul	128%	139%	71%	46%	
Aug	125%	142%	74%	48%	
Sept	123%	140%			
Actual	120%	139%			

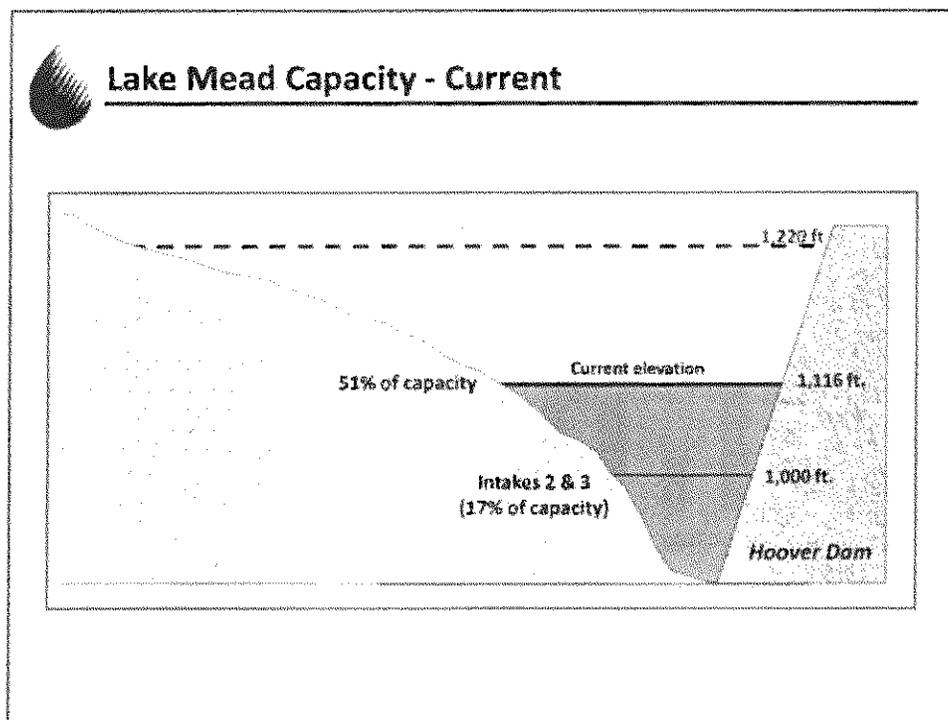
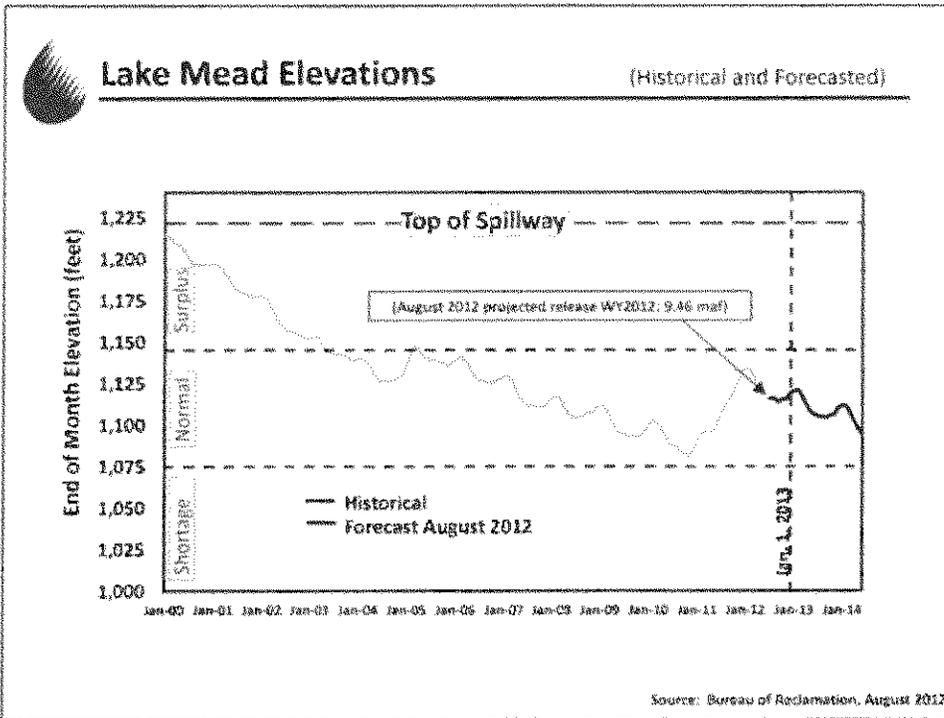
Source: Bureau of Reclamation, Lower Colorado Water Supply Reports



### Historical and Projected Lake Powell Annual Inflows

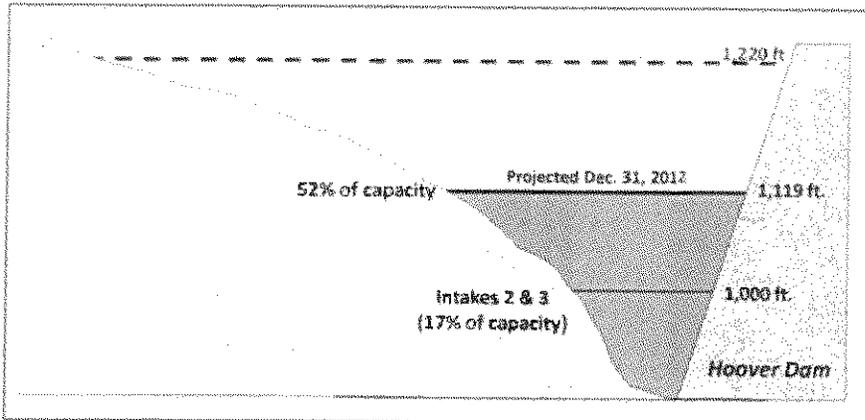


10-Year Average (2003-2012 projection): 80% of normal

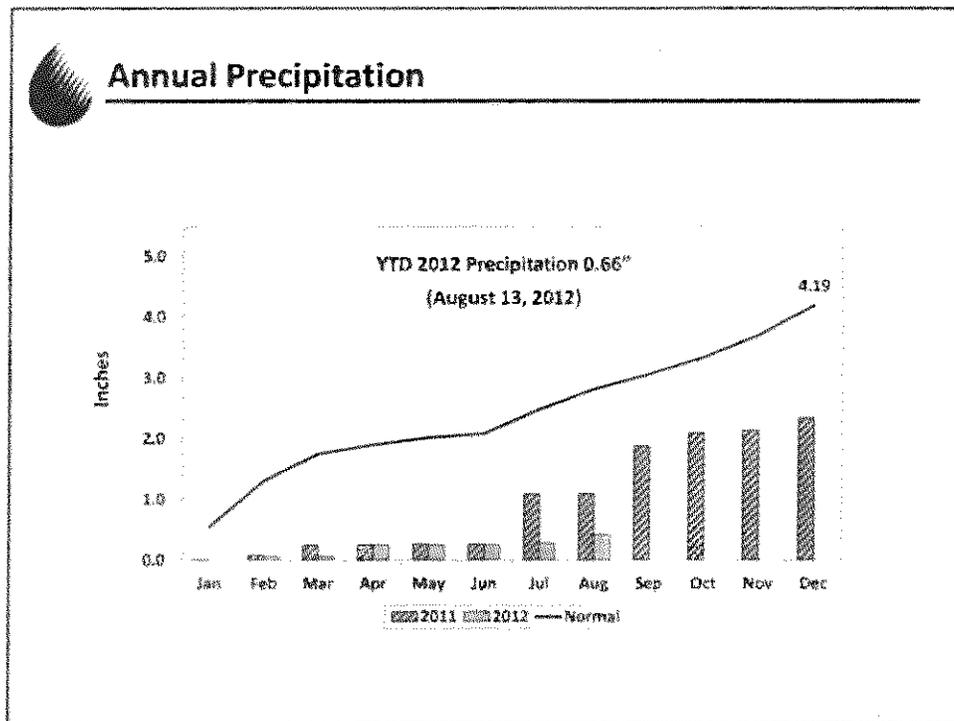
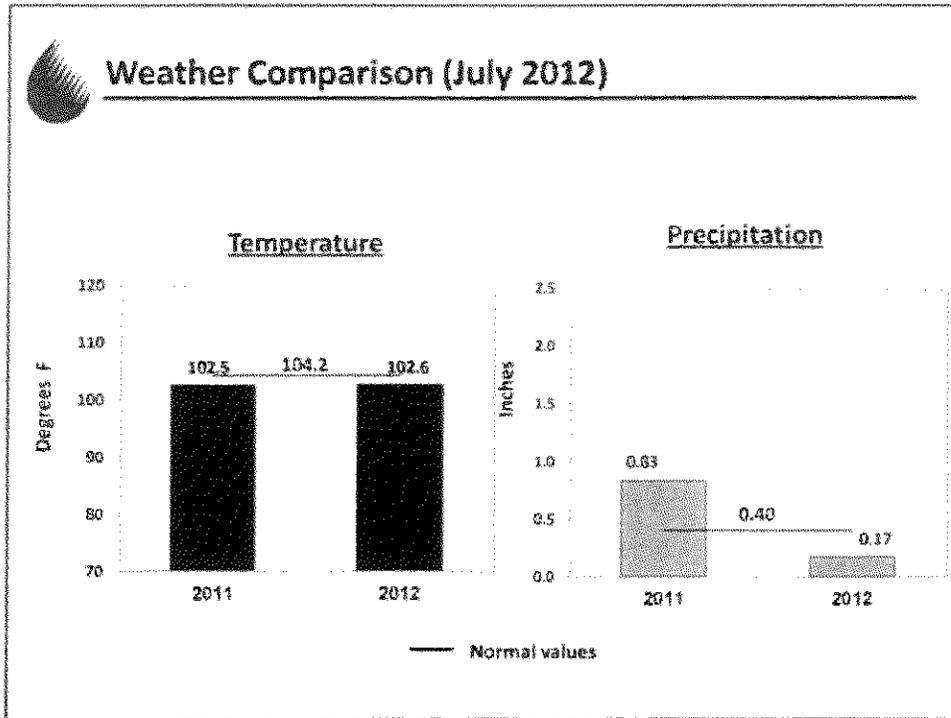




### Lake Mead Capacity - Projected (12/31/12)

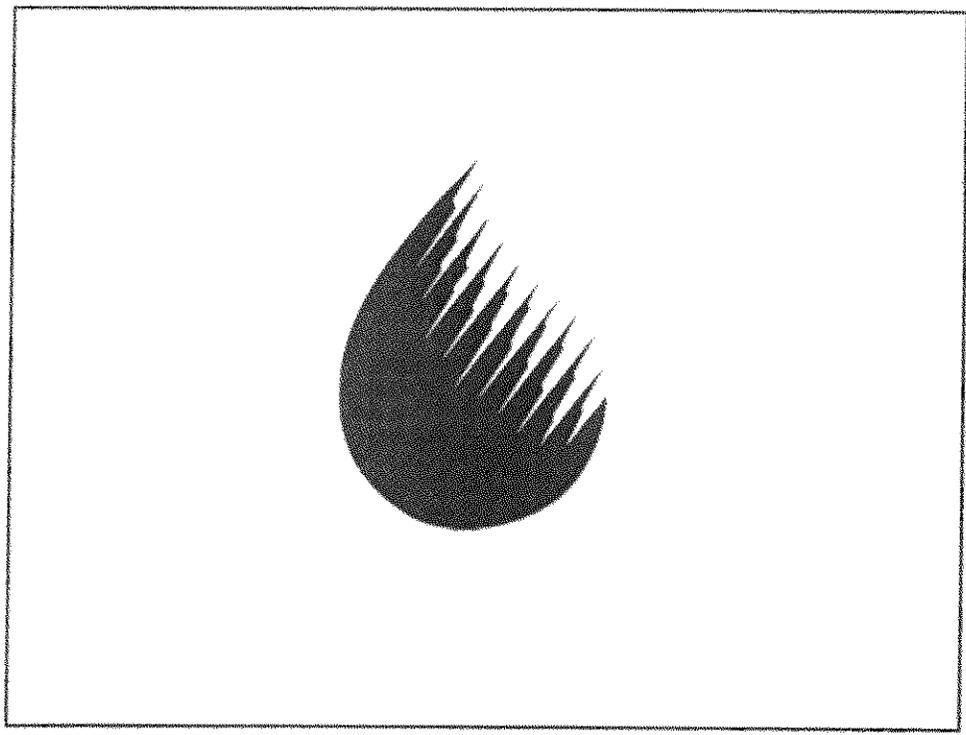
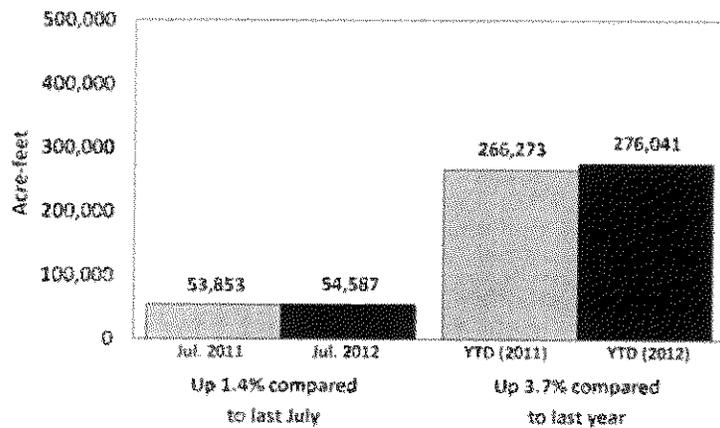


## SNWA Water Use





### SNWA Total Water Use



**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**  
September 20, 2012

<b>Subject:</b> Amendment	<b>Director's Backup</b>
<b>Petitioner:</b> John J. Entsminger, Senior Deputy General Manager	
<b>Recommendations:</b> That the Board of Directors approve an amendment to the existing agreement among the Metropolitan Water District of Southern California, members of the Water Utility Climate Alliance, and the Authority, and to authorize the General Manager to approve future modifications only if the future modifications do not fiscally impact the Authority.	

**Fiscal Impact:**

None by approval of the above recommendation.

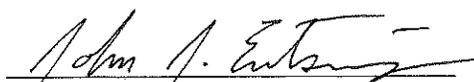
**Background:**

In 2007, the Authority joined other water agencies from across the United States to form the Water Utility Climate Alliance (WUCA). In addition to the Authority, the nine other WUCA members include the Central Arizona Project, Denver Water, Metropolitan Water District of Southern California (Metropolitan), New York Department of Environmental Protection, Portland Water Bureau, San Diego County Water Authority, San Francisco Public Utilities Commission, Seattle Public Utilities, and Tampa Bay Water. WUCA's mission is to provide leadership in assessing and adapting to the potential effects of climate change through collaborative action. WUCA seeks to enhance the usefulness of climate science and improve water management decision-making in the face of climate uncertainty.

On July 17, 2008, the Board of Directors approved an agreement among the WUCA members allowing Metropolitan to serve as fiscal agent to collect and manage funds for scientific research to enhance WUCA's ability to understand and adapt to the impacts of climate change. This First Amended and Restated Agreement clarifies various administrative terms of the original agreement such as the scope of Metropolitan's fiscal administration duties, payment processes, and how to make reimbursements of unused contributions. The amended agreement also includes two new items: a mechanism to allow future agencies to become signatories to the amended agreement and bylaws.

This amendment is being entered into pursuant to Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this amendment.

Respectfully submitted:

  
Patricia Mulroy, General Manager  
PM:JJE:ZLM:SAS:pe:nh  
Attachment

FOR

AGENDA  
ITEM #

2

**FIRST AMENDED AND RESTATED AGREEMENT BETWEEN**

**METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA  
AND  
WATER UTILITY CLIMATE ALLIANCE**

**AGREEMENT NUMBER**

**97510**

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THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
FIRST AMENDED AND RESTATED AGREEMENT NO. 97510  
FOR FISCAL ADMINISTRATION

This First Amended and Restated Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Metropolitan” or “Fiscal Agent”), a public agency of the State of California, organized and existing under the Metropolitan Water District Act of the State of California and the governmental entities, including Metropolitan, that are members of the WATER UTILITY CLIMATE ALLIANCE (“WUCA”). This First Amended and Restated Agreement replaces in its entirety the original FISCAL AGENT AGREEMENT BETWEEN METROPOLITAN WATER DISTRICT AND WATER UTILITY CLIMATE ALLIANCE MEMBERS, shown in Exhibit A.

Explanatory Recitals

1. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
2. WUCA is an association of water utility agencies formed with a mission to “provide leadership in assessing and adapting to the potential effects of climate change through collaborative action, enhance the usefulness of climate science for the adaptation community, and improve water management decision-making in the face of climate uncertainty.”
3. The WUCA member water agencies have agreed to contribute funds to finance WUCA-approved expenditures toward this mission (“WUCA Funds”).
4. WUCA has determined that designating Metropolitan as the financial administrator to collect and manage the WUCA Funds is an effective method for funding WUCA work efforts.
5. Metropolitan and the other agency members of WUCA are set forth in the Notice article of this First Amended and Restated Agreement (“Agreement”).

6. Metropolitan and the other WUCA members desire to enter into this Agreement to contribute the WUCA Funds and to designate Metropolitan as the Fiscal Agent for the WUCA Funds retained according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Fiscal Administration

a. Deposit of Funds

Metropolitan has established an interest-bearing WUCA Funds account (Account) and will place all funds received, along with Metropolitan's contributions, in the Account.

i. Accrual of Interest

All interest earned by WUCA Funds in the Account shall be accrued monthly to the Account and will not be distributed back out to the WUCA member agencies individually, except as specified in Section 1.c.ii. of this Agreement. Interest will accrue monthly and be quarterly allocated for use by WUCA members in proportion to the amount of WUCA Funds they have in the Account at the time the interest is allocated.

ii. Contributions

All contributions from member agencies must be received within 60 days of receipt of an undisputed invoice sent by WUCA. However, the Fiscal Administrator specified in Section 4 herein, for reasonable cause and at the Fiscal Administrator's sole discretion, may agree, in writing, to delay or defer the contribution obligation of a member agency; all members will be informed in writing of any such deferral. All contributions to the fund shall be sent to the following address:

The Metropolitan Water District of Southern California

P.O. Box 54153

Los Angeles, CA 90054-0153

Attn: Lisa McPhee

Although not required, to facilitate timely processing of checks, please include with checks a remittance document or memo that includes the following information:

Project: 701764

Expenditure: 2113042

Agreement: 97510

b. Billings and Payments

The WUCA Funds shall be used for approved WUCA work efforts, as specified in Article V of the WUCA Bylaws, hereafter referred to as Bylaws, as amended from time to time. The current Bylaws are attached to this Agreement as Exhibit B, and are hereby incorporated into this Agreement. Any amendments to the Bylaws will be automatically incorporated into this Agreement, and this Agreement does not have to be amended to reflect Bylaw amendments.

i. Invoice Payments

Any payments made from the Account shall require an invoice approved by the Project Manager of the Work Plan item for which invoiced costs are incurred. The Project Manager shall sign and authorize the invoice to be true and correct to the best of his/her knowledge and submit the invoice for payment to the Fiscal Administrator designated in Section 4 of this Agreement.

c. Disbursement upon Termination

i. Disbursement of Funds upon Termination

Should any WUCA member agency unilaterally terminate its participation according to the Bylaws, any funds deposited by that WUCA Member will be refunded back to the terminating WUCA Member, less any funds that have already been allocated, spent, or obligated. Obligations or allocations could include, but are not limited to, those funds budgeted for implementation of items in the annual work plan or approved for

expenditure as allowed in the Bylaws attached as Exhibit B. In the event of termination of this Agreement by all parties, any WUCA Funds remaining in the Account shall be refunded back to the WUCA member agency from whom they originated, less funds that have already been allocated, spent, or obligated. Obligations or allocations could include, but are not limited to, those funds budgeted an approved annual work plan.

ii. Disbursement of Interest upon Termination

Should any WUCA Member unilaterally terminate its participation according to the Bylaws, any interest amount allocated for use by that WUCA Member will be refunded back to the terminating WUCA member, less any funds that have been allocated, spent, or obligated at the time when written notice of termination is received by Executive Chair and Executive Vice Chair. In the event of termination of this Agreement by all parties, after all outstanding obligations have been paid, any unspent interest shall be allocated and reimbursed to WUCA Members in proportion to the amount of WUCA Funds they have in the Account on the date of termination specified by the Executive Chair in a letter to the Fiscal Administrator.

d. Administrative Fees

The WUCA Funds shall also be used to reimburse Metropolitan for all reasonable costs, including labor and overhead incurred, in administering the Account. These costs shall be incurred equally among all members, as of the date the WUCA Project Manager receives an invoice.

2. Term and Termination

This Agreement shall be effective on January 1, 2012, and shall remain effective until termination by mutual agreement of all WUCA member agencies. Should a WUCA Member execute this Agreement after January 1, 2012, the Agreement shall be effective as to that WUCA Member upon its date of execution. Any WUCA Member

may unilaterally terminate its participation according to procedures specified in Bylaws Article II.

3. Severability

Should any WUCA Member decide to terminate its participation in the Agreement, the Agreement shall remain intact among remaining parties. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

4. Fiscal Administrator

- a. In performing services under this Agreement, WUCA shall coordinate all contact with Metropolitan through its Fiscal Administrator. For purposes of this Agreement, Metropolitan designates Ms. Lisa McPhee as the Fiscal Administrator. Metropolitan reserves the right to designate a different Fiscal Administrator at any time, upon written email notice to all members, which notice shall be no less than thirty (30) days prior to the new Fiscal Administrator's assumption of duties. Notwithstanding the foregoing, Metropolitan as Fiscal Agent, shall be primarily responsible for the actions and responsibilities of any Fiscal Administrator designated under this Agreement. Subsequent to this written notice of a change of Fiscal Administrator, all contributions as designated in this Agreement, Section 1.a.ii. shall be sent to the new Fiscal Administrator.
- b. The acceptability of documentation provided for compliance with this Agreement shall be determined by Metropolitan's Fiscal Administrator. To the extent not otherwise established herein, Metropolitan's Fiscal Administrator will establish procedures necessary to ensure compliance with this Agreement.

5. Indemnity

- a. To the extent allowed by law, each WUCA Member shall defend, indemnify and hold harmless Metropolitan, its Board of Directors, officers, employees, and

agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions resulting from that Member's own performance under this Agreement. Nothing herein shall constitute a waiver of any benefits or protections available to each Member based on their status as a governmental entity.

- b. Metropolitan shall defend, indemnify and hold harmless each WUCA Member, its governing body, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions resulting from the performance of Metropolitan as the designated Fiscal Agent under this Agreement.

6. Audit

- a. Metropolitan shall maintain accurate and complete records of all receipts and disbursements made to support WUCA work efforts and the calculation of Metropolitan's labor and overhead costs.
- b. Metropolitan shall prepare quarterly, or upon request of WUCA Members, accounting of the Account showing account activity and balances to date.
- c. At WUCA Member's expense, any WUCA member or its agents may conduct audits of Metropolitan during the term of this Agreement for the purpose of tracking use of member-contributed WUCA Funds from the Account. Metropolitan agrees to cooperate with WUCA Members in connection with any such audit.

7. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

Agreement Administrator

WUCA Members

Metropolitan Water District  
of Southern California  
Post Office Box 54153  
Los Angeles, CA 90054-0153  
Attention: Lisa McPhee

Central Arizona Project  
23636 N. 7th St.  
Phoenix, AZ 85080  
David Modeer, General Manager

City and County of Denver, acting by  
and through its Board of Water  
Commissioners ("Denver Water")  
1600 W. 12th Ave.  
Denver, CO 80204-3412  
James Lochhead, Manager

Metropolitan Water District of  
Southern California  
700 North Alameda Street  
Los Angeles, CA 90012-2944  
Jeff Kightlinger, General Manager

New York City Department of  
Environmental Protection  
59-17 Junction Boulevard, 13th Floor  
Flushing, NY 11373  
Carter Strickland, Jr., Commissioner

Portland Water Bureau  
1120 SW Fifth Avenue, Rm. 600  
Portland, OR 97204  
David Shaff, Administrator

San Francisco Public Utilities  
Commission  
1155 Market Street, 11<sup>th</sup> Floor  
San Francisco, CA 94103  
Ed Harrington, General Manager

San Diego County Water Authority  
4677 Overland Avenue  
San Diego, CA 92123  
Maureen Stapleton, General Manager

Seattle Public Utilities  
700 Fifth Avenue, Suite 4900  
PO Box 34018  
Seattle, WA 98124-4018  
Ray Hoffman, Director

Southern Nevada Water Authority  
P.O. Box 99956  
Las Vegas, NV 89193-9956  
Patricia Mulroy, General Manager

Tampa Bay Water  
2575 Enterprise Road  
Clearwater, FL 33763  
Gerald J. Seeber, General Manager

Any WUCA Member may change the address to which notice or communication is to be sent by providing advance written notice to the Fiscal Administrator.

Metropolitan, acting through the designated Fiscal Administrator, may change the address to which notice or communication is to be sent by providing advance written notice to all WUCA Members.

8. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

9. Entire Agreement

- a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto, with the exception of Exhibit B: Bylaws, which may be amended from time to time as specified in Article IX, Section 3, without amendment of this Agreement.
- b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Fiscal Administrator may issue a written non-material modification to the Scope

of Fiscal Administration, if this modification will not require a change to any other term of this Agreement.

10. Counterparts

This Agreement may be executed in counterparts. All member agencies must sign this Agreement for it to take effect. Any future WUCA members must also sign this Agreement as a condition to becoming a WUCA member. The addition of new members will not affect the Agreement between the current WUCA members

**CENTRAL ARIZONA PROJECT SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement as of the date last written below.

CENTRAL ARIZONA PROJECT

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
David Modeer  
General Manager

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**DENVER WATER SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement as of the date last written below.

DENVER WATER

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
James Lochhead  
Manager

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION SIGNATURE**

**PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement as of the date last written below.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
Carter Strickland, Jr.  
Commissioner

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**PORTLAND WATER BUREAU SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement as of the date last written below.

PORTLAND WATER BUREAU

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
David Shaff  
Administrator

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement for Fiscal Administration as of the date last written below.

SAN FRANCISCO PUBLIC UTILITIES  
COMMISSION

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
Ed Harrington  
General Manager

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SAN DIEGO COUNTY WATER AUTHORITY SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement for Fiscal Administration as of the date last written below.

SAN DIEGO COUNTY WATER  
AUTHORITY

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
Maureen Stapleton  
General Manager

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SEATTLE PUBLIC UTILITIES SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement for Fiscal Administration as of the date last written below.

SEATTLE PUBLIC UTILITIES

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
Ray Hoffman  
Director

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SOUTHERN NEVADA WATER AUTHORITY SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement for Fiscal Administration as of the date last written below.

SOUTHERN NEVADA WATER  
AUTHORITY

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

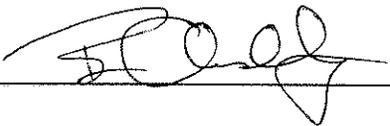
By \_\_\_\_\_  
Patricia Mulroy  
General Manager

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By  \_\_\_\_\_  
Brian Chally  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title Director, Legal Services

Date 08/20/12

Date \_\_\_\_\_

**TAMPA BAY WATER SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement for Fiscal Administration as of the date last written below.

TAMPA BAY WATER

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By \_\_\_\_\_  
Gerald J. Seeber  
General Manager

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A: Original Fiscal Agent Agreement

**FISCAL AGENT AGREEMENT**

BETWEEN METROPOLITAN WATER DISTRICT AND WATER UTILITY CLIMATE  
ALLIANCE MEMBERS

This Fiscal Agent Agreement (Agreement) is entered into between the Metropolitan Water District of Southern California, a public agency of the State of California (“Metropolitan”), and the governmental entities including Metropolitan that are members of the Water Utility Climate Alliance (WUCA) and signatories hereto (“WUCA Members”), for Metropolitan to collect and manage funds contributed by the WUCA Members to fund WUCA work efforts.

Recitals

WHEREAS, WUCA is a coalition of public water agencies formed to: improve and expand changes may have on water resource planning; promote and collaborate in the development of adaptation strategies and tools to reduce the impacts of rising temperature and changes in precipitation patterns on our infrastructure and water supplies; and identify and reduce greenhouse gas emissions resulting from the operations of WUCA member agencies.

WHEREAS, WUCA members have agreed to contribute funds to finance WUCA-approved expenditures in these areas (“WUCA Funds”);

WHEREAS, WUCA has determined that designating Metropolitan as the financial administrator to collect and manage the WUCA Funds is an effective method for funding WUCA work efforts;

WHEREAS, Metropolitan is willing to act as the financial administrator for the WUCA Funds as described in this Agreement; and

WHEREAS, Metropolitan and the other WUCA Members desire to enter into this agreement to contribute the WUCA Funds and to designate Metropolitan as the financial administrator for the WUCA Funds.

Agreement

NOW THEREFORE, in consideration of the mutual promises set forth herein, Metropolitan and the WUCA Members agree as follows:

1. Term. This Agreement shall be effective on June 30, 2008, and shall remain effective until termination by mutual agreement of all the parties. Should a WUCA member execute this Agreement after June 30, 2008, the Agreement shall be effective as to that WUCA Member upon its date of execution.
2. Severability. Any Member may unilaterally terminate its participation upon provision of written notice to WUCA. Should any WUCA member decide to terminate its participation in the Agreement, the Agreement shall remain intact among remaining parties.
3. Deposit of Funds. Metropolitan shall create an interest-bearing WUCA Funds Account and place any funds received, along with Metropolitan’s contribution, in said account. All contributions to the fund shall be sent to:

The Metropolitan Water District of Southern California  
P.O. Box 54153  
Los Angeles, CA 90054-0153

Attn: Accounts Receivable

4. Use of and Disbursement of WUCA Funds. The WUCA Funds shall be used to fund approved WUCA work efforts (as per the approval process described in section 6). Individual work efforts will be managed by individual WUCA Members, who will contract for and administer any required outside services to be funded by the WUCA Funds following approval by the Management Team. Metropolitan shall disburse WUCA Funds from the WUCA Funds Account to vendors as authorized and directed the WUCA Management Team and the WUCA Chairperson, as described below: The contracting WUCA member shall send the contract information to the WUCA Chairperson who will authorize payment of the invoices of that contract in a letter to all WUCA members. As each invoice is received by the contracting WUCA member, the contracting WUCA member shall submit the invoice to the WUCA Management Team for approval before forwarding the invoice to Metropolitan for disbursement of funds.

The WUCA Funds shall also be used to reimburse Metropolitan for all reasonable costs including labor and overhead incurred in administering the WUCA Funds Account. In the event any WUCA Funds are remaining in the WUCA Funds Account upon termination of this Agreement, the remaining funds shall be allocated and refunded to the each of the WUCA Members in an amount proportionate to their contributions to the total of the WUCA Funds.

5. Accounting and Audit. Metropolitan shall maintain careful, accurate and complete records of all receipts and disbursements made to support WUCA work efforts and the calculation of Metropolitan's labor and overhead costs. Metropolitan shall prepare quarterly, or upon request of the WUCA Management Team, accounting of the WUCA Funds Account showing account activity and balances to date. At member's expense, any WUCA member or its agents may conduct audits of Metropolitan during the term of this Agreement for the purpose of tracking use of member-contributed WUCA Funds from the WUCA Funds Account. Metropolitan agrees to cooperate with WUCA members in connection with any such audit.
6. Management. A WUCA Management Team shall be established consisting of one representative of each WUCA Member, including Metropolitan. The WUCA Management Team shall approve the budget, schedules, and activities concerning the use of the WUCA Funds, and except upon Agreement termination, shall be the sole entity to authorize Metropolitan to disburse WUCA Funds. The WUCA Management Committee shall reach all funding decisions by consensus.
7. Notices: Any notice or communication given under this Agreement shall be addressed to the parties as follows:

City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water")

1600 W. 12th Ave.

Denver, CO 80204-3412

Hamlet J. Barry III, Manager

New York Department of Environmental Protection

59-17 Junction Boulevard, 13th Floor

Flushing, NY 11373

Emily Lloyd, Commissioner

Metropolitan Water District of Southern California  
700 North Alameda Street  
Los Angeles, CA 90012-2944  
Jeff Kightlinger, General Manager

Portland Water Bureau  
1120 SW Fifth Avenue, Rm. 600  
Portland, OR 97204  
David Shaff, Administrator

San Francisco Public Utilities Commission  
1155 Market Street, 11<sup>th</sup> Floor  
San Francisco, CA 94103  
Ed Harrington, General Manager and WUCA Chair

San Diego County Water Authority  
4677 Overland Avenue  
San Diego, CA 92123  
Maureen Stapleton, General Manager

Seattle Public Utilities  
700 Fifth Avenue, Suite 4900  
PO Box 34018  
Seattle, WA 98124-4018  
Chuck Clarke, Director

Southern Nevada Water Authority  
P.O. Box 99956  
Las Vegas, NV 89193-9956  
Patricia Mulroy, General Manager

8. Indemnification. Each WUCA Member shall defend, indemnify and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions resulting from that Member's own performance under this Agreement. Nothing herein shall constitute a waiver of any benefits or protections available to each Member based on their status as a governmental entity. Metropolitan shall defend, indemnify and hold harmless each WUCA Member, its governing body, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions resulting from the performance of Metropolitan as the designated Fiscal Agent under this Agreement.

9. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws.
10. Counterparts. This Agreement may be executed in counterparts.

Exhibit B: Bylaws

**BYLAWS OF THE WATER UTILITY CLIMATE ALLIANCE**

**ARTICLE I.**

**MISSION STATEMENT**

The Water Utility Climate Alliance (WUCA) provides leadership in assessing and adapting to the potential effects of climate change through collaborative action. We seek to enhance the usefulness of climate science for the adaptation community and improve water management decision-making in the face of climate uncertainty.

**ARTICLE II.**

**MEMBERSHIP**

- Section 1.       *Membership.* Membership consists of water utility agencies, represented by their General Manager (or equivalent) and designated staff. Unless otherwise specified, designated staff may serve as a voting representative of that member.
- Section 2.       *New Members.* Membership is open to any interested water utility that is willing and able to contribute funds and staff time, by unanimous approval by all General Manager (or equivalent) member representatives.
- Section 3.       *Termination of Membership.* Any member may voluntarily and unilaterally chose to terminate membership upon written notice to the Executive Chair and Executive Vice Chair.

**ARTICLE III.**

**VOTING**

- Section 1.       *Rights.* For those procedures specified in these bylaws, each member holds one vote, regardless of the number of representatives.
- Section 2.       *Methods.* Approved methods of voting are verbal, point system ballot, and written ballot via fax, mail, or electronic mail. Unless otherwise specified in the bylaws, all votes shall be carried by a simple majority of entire membership.

**ARTICLE IV.**

**MEMBERSHIP MEETINGS AND COMMITTEES**

- Section 1.       *Participation.* Any or all members may participate in a meeting or committee by means of conference telephone or by any means by which all persons participating in

the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

Section 2. *Regular Meetings.* Regular meetings shall be held as needed.

Section 3. *Annual Meetings.* A minimum of one regular meeting of the membership shall be held annually (during the calendar year) to approve budget and work plan items for the subsequent year, elect officers, and appoint officers.

Section 4. *Annual Meeting Attendance.* A majority of the General Manager (or equivalent) agency representatives and at least one staff representative from each membership agency shall be present at the annual meeting.

Section 5. *Committees.* Committees shall be established by Chair as the need arises.

#### **ARTICLE V.**

##### **WORK PLAN AND BUDGET**

Section 1. *Frequency.* Outline of anticipated work items and associated budget shall be prepared annually.

Section 2. *Approval.* Annual work plan must be approved unanimously by membership and signed by each General Manager (or equivalent) representative.

Section 3. *Development.* The Chair or Chair Vice Chair will lead and coordinate development of work plan and budget, as specified in Article VIII.

Section 4. *Unbudgeted Costs.* Should the need for any unbudgeted costs arise, written approval of all General Managers will be required prior to incurring any expenses or procuring services.

Section 5. *Budget Funding.* All members shall pay equal parts of the approved annual budget upon approval of budget.

#### **ARTICLE VI.**

##### **CONTRACTS AND FISCAL PROCEDURES**

Section 1. *Contracts.* Any contracts to carry out work plan items will be managed by individual members, who will contract for and administer any required outside services to be funded by the WUCA Funds.

- Section 2. *Contract Approval.* Any contracts to carry out approved and budgeted work plan items will be approved by Chair, Vice Chair, and Project Manager of the work plan item for which that contract addresses. See Exhibit D: Contract Approval Form.
- Section 3. *Fiscal Procedures.* All checks, invoices, deposits or other fiscal matters shall be handled as specified in the Fiscal Administration Agreement, including any amendments thereto. These bylaws shall be construed in accordance with the Fiscal Administration Agreement, including any amendments thereto, and, in the event of any conflict or ambiguity, the Fiscal Administration Agreement, including any amendments thereto, shall rule.

## ARTICLE VII.

### OFFICERS

- Section 1. *Elected Officers.* The elected officers of WUCA shall consist of a Chair and Vice Chair. These officers shall be staff representatives from a member agency. Election of these officers constitutes a by-proxy election of the Executive Chair and Executive Vice Chair, as the Executive Chair and Executive Vice Chair are the General Manager (or equivalent) representatives from the same WUCA member as the Chair and Vice Chair, respectively. The offices of Chair and Vice Chair may not be held by the same person.
- Section 2. *Appointed Officers.* Chair and Vice Chair shall appoint Project Managers and/or Committee Chairs, as needed. Any two or more offices may be held by the same person.
- Section 3. *Term of Office.* Appointed officers shall serve a one year-term. Elected Officers shall serve a two-year term, with the Executive Vice Chair and Vice Chair succeeding the Executive Chair and Chair, respectively, following a ratification vote of two-thirds.
- Section 4. *Confirmation of Candidacy for Elected Officers.* To qualify as a candidate for elected office, the General Manager (or equivalent) representative of a WUCA member agency must submit to the outgoing chair a confirmation of candidacy for his/her staff, no later than two weeks before the annual meeting. The outgoing Vice Chair does not need a confirmation to run for Chair. Any staff person may be a candidate for multiple elected offices.
- Section 5. *Election Procedures.* Elected officers shall be elected at the annual conference from confirmed candidates by two-thirds approval of membership. If an election occurs in which both Chair and Vice Chair must be chosen, the election of the Chair shall be held first. If more than two candidates are running, if no candidate achieves two-thirds approval, the candidate receiving the lowest number of votes shall be eliminated in each voting round until one candidate achieves two-thirds approval or only two candidates remain. A new vote is taken with remaining two candidates. In the event of a tie or a failure to achieve two-thirds approval, one additional round of voting is taken. If the last round of voting results in a tie, a coin-flip shall eliminate one candidate. If the last round of voting fails to achieve two-thirds majority approval, the lower vote-getter is eliminated. The remaining candidate is subject a two-thirds approval vote. If the remaining candidate is not approved, nominations are re-opened and voting

procedures begin again. Votes are counted by the outgoing Chair, or his/her appointee.

- Section 6. *Ratification Procedures for Chair.* The Vice Chair shall be ratified as Chair by a two-thirds vote of membership at the annual meeting.
- Section 7. *Removal of Officers.* Any officer may be removed from office by unanimous approval from all members, less that which the officer represents. Upon removal of an officer, a new officer shall be elected or appointed, in accordance with these Bylaws.
- Section 8. *Vacancies.* Should an officer resign, vacate, step down, be removed, or should the Vice Chair fail to be ratified as Chair, a new officer shall be elected or appointed at the next regular meeting.

## ARTICLE VIII.

### DUTIES OF OFFICERS

- Section 1. *Executive Chair.* The Executive Chair will be a General Manager (or equivalent) representative from a member agency. The Executive Chair shall be elected in conjunction with the Chair. The Executive Chair shall be the principal officer and shall in general represent and act on behalf of WUCA.
- (a) Preside over annual meeting
  - (b) Sign any letters, comments, press releases, or similar items on behalf of WUCA, with prior approval from all members
- Section 2. *Chair.* The Chair will be a staff representative from the same member agency as the Executive Chair. Duties of the Chair shall be
- (a) Schedule and coordinate regular meetings
  - (b) Create and conduct an agenda for all regular meetings, and may enforce or waive formalities of such an agenda
  - (c) Send email follow-up summaries of regular meetings
  - (d) Sign Contract Approval Form, with Project Manager and Vice Chair, to approve that all contracts for work are consistent with approved work plan and budget
  - (e) With Vice Chair, appoint Project Managers and Committee Chairs, as needed
  - (f) In the first year of the term, lead the annual work plan and budget development process, including recruiting a team and developing a timeline for completion
  - (g) In the second year of the term, support Vice Chair annual work plan development process
- Section 3. *Executive Vice Chair.* The Executive Vice Chair will be a General Manager (or equivalent) representative from a member agency. He/she shall serve in conjunction with the Vice Chair. The Executive Vice Chair shall perform the duties of the Executive Chair in the absence of that officer.
- Section 4. *Vice Chair.* The Executive Vice Chair will be a staff representative from the same member agency as the Vice Chair. After his/her term, or in the event that the Chair vacates, the Vice Chair will succeed the Chair, in conjunction with the Vice Chair, subject to two-thirds ratification and voting guidelines specified in Article VII Section. The Vice Chair shall perform the duties of the Chair in the absence of that officer. Other duties of the Vice Chair shall be
- (a) With Chair, appoint Project Managers and Committee Chairs, as needed

- (b) In the second year of the term, lead the annual work plan and budget development process, including recruiting a team and developing a timeline for completion
- (c) Sign Contract Approval Form, with Project Manager and Chair, to approve that all contracts for work are consistent with approved work plan and budget

Section 5. *Committee Chair.* Committee Chairs will be appointed as needed and will serve to carry out the objective of the committee.

Section 6. *Project Manager.* Chair and Vice Chair will annually appoint Project Managers for each approved annual work plan item and notify all members by email. Should there be any substitution or change of Project Managers, Chair will notify all members by email. Duties of Project Managers shall be

- (a) Provide leadership and guidance on work plan items associated with project
- (b) Track and maintain project work within approved budget and timeline, if any
- (c) Fill out Contract Approval Form, obtain signatures from Chair and Vice Chair, and submit to Fiscal Agent prior to entering into any contract for work plan items
- (d) Sign all invoices for work plan items and submit to Fiscal Agent for payment
- (e) Report on status of project on monthly calls and provide any supplemental material to Chair prior to call for inclusion in agenda email
- (f) Recruit/select project team, as required
- (g) Delegate work assignments to team, as required

Section 7. *Fiscal Administrator.* The Fiscal Administrator is designated in the Fiscal Administration Agreement and is responsible for maintaining compliance with and fulfilling duties as required by the Fiscal Administration Agreement.

## ARTICLE IX.

### GENERAL PROVISIONS

Section 1. *Calendar Year.* Unless specified, all business will be conducted on a calendar year basis.

Section 2. *Indemnification.* Any person who at any time serves or has served as a director, officer, employee or agent of WUCA, shall have a right to be indemnified to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him/her in connection with any threatened pending or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative, and whether or not brought by or on behalf of WUCA, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty or settlement for which he/she may have become liable in any such action, suit, or proceeding.

Any person who at any time after the adoption of this bylaw serves or has served in any of the aforesaid capacities for or on behalf of WUCA shall be deemed to be doing or to

have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive or any other rights to which such person may be entitled apart from the provision of this bylaw.

Section 3.

*Amendments.* Except as otherwise provided herein, these bylaws may be amended or repealed and new bylaws may be adopted by the affirmative unanimous vote by each member at any regular meeting. These bylaws shall be reviewed at the annual meeting.

Exhibit C: New Member Signatory

**FIRST AMENDED AND RESTATED AGREEMENT FOR FISCAL ADMINISTRATION  
ADDENDUM**

Per Section 10 of the FIRST AMENDED AND RESTATED AGREEMENT FOR FISCAL ADMINISTRATION BETWEEN METROPOLITAN WATER DISTRICT AND WATER UTILITY CLIMATE ALLIANCE, the following constitutes a valid counterpart execution of the First Amended and Restated Agreement for Fiscal Administration.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amended and Restated Agreement as of the date last written below. Notices should be addressed to these parties, as additions to Section 7 of the First Amended and Restated Agreement for Fiscal Administration.

Agency \_\_\_\_\_  
\_\_\_\_\_

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Address \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

print name

By \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_

print name

By \_\_\_\_\_  
Marcia Scully  
Interim General Counsel

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit D: Contract Approval Form



# CONTRACT APPROVAL

WORK PLAN ITEM

--

DESCRIPTION OF SERVICES	DATES	COST
TOTAL CONTRACT COST		

CONTRACTOR	PHONE	ADDRESS

CONTRACTING WUCA AGENCY	POINT OF CONTACT

APPROVALS

PROJECT MANAGER		
CHAIR		
VICE CHAIR		

ATTACHMENTS:

Exhibit E: Invoice Approval Form



# INVOICE

WORK PLAN ITEM

--

PARTY REQUESTING PAYMENT

ADDRESS

PHONE

--	--	--

ITEMIZED EXPENSES

DESCRIPTION	DATE	COST
TOTAL REIMBURSEMENT REQUEST		

APPROVALS

PROJECT MANAGER		
-----------------	--	--

ATTACHMENTS:

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**  
September 20, 2012

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> John J. Entsminger, Senior Deputy General Manager	
<b>Recommendations:</b> That the Board of Directors approve a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection in western Utah in support of the Clark, Lincoln, and White Pine Counties Groundwater Development Project for an amount not to exceed \$36,360.	

**Fiscal Impact:**

The New Expansion Bond Fund is currently overcommitted but underexpended. If the above recommendation is approved, the \$36,360 will be added to the Bond Fund commitments; when additional funds are required, bonds will be sold to replenish the fund.

**Background:**

Since 2006, the Authority has participated in a cooperative program with the U.S. Geological Survey (USGS), Utah Water Science Center, to fund surface water and groundwater monitoring programs in the western Utah region for collection of baseline data in support of the Clark, Lincoln, and White Pine Counties Groundwater Development Project and groundwater-permit applications held by the Authority in the Snake Valley hydrographic area.

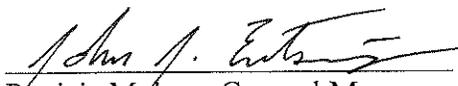
Approval of this joint funding agreement will allow continued data collection at existing surface water and groundwater monitoring sites in western Utah. The total cost of the program is \$60,600; of which the USGS will contribute \$24,240, and the Authority will contribute \$36,360. The USGS portion of \$24,240 includes \$19,635 funded through this agreement and \$4,605 funded through alternate USGS internal funding sources.

The three elements included in the program are as follows:

1. The operation and maintenance of two stream gaging stations: Trout Creek near Callao, Utah (10172870); and Warm Creek near Gandy, Utah (10172860).
2. The collection of miscellaneous discharge measurements at Knoll Spring in Snake Valley, Utah.
3. The collections of quarterly water-levels at 72 monitor wells in the western Utah region.

This agreement is being entered into pursuant to NRS Chapter 277.180 and Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

FOR   
Patricia Mulroy, General Manager  
PM:JJE:ZLM:AB:JP:GK:clw:nh  
Attachment

Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Customer #: 600000359  
Agreement #: 13WSUT003  
Project #: ZK00DNF  
TIN #: 880278492  
Fixed Cost Agreement  Yes  No

Page 1 of 2

**FOR  
Water Resources Investigations**

THIS AGREEMENT is entered into as of the 1 day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Southern Nevada Water Authority, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for data collection at Trout Creek near Callao, UT (10172870), Warm Creek near Gandy UT (10172860), miscellaneous measurements at Knoll Spring, and ground-water level measurements at 72 wells in western Utah, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$19,635.00 by the party of the first part during the period  
Date of Last to 9/30/2013  
Signature

(b) \$36,360.00 by the party of the second part during the period  
Date of Last to 9/30/2013  
Signature

Fixed Price agreement - advance billing is permitted.  
USGS DUNS 133505763, SNWA DUNS 135965650

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 6000000359  
Agreement #: 13WSUT003  
Project #: ZK00DNF  
TIN #: 880278492

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly.

U.S. Geological Survey  
United States  
Department of the Interior

Southern Nevada Water Authority  
SNWA Resources

USGS Point of Contact

Customer Point of Contact

Name: Cory Angeroth  
Address: 2329 W. Orton Circle  
Salt Lake City, UT 84119-2047  
Telephone: 801 908-5048  
Email: angeroth@usgs.gov

Name: Gavin Kistingner  
Address: 100 City Parkway, Suite 700  
Las Vegas, NV 89106  
Telephone: 702 822-3375  
Email: Gavin.Kistingner@snwa.com

Signatures

Signatures

By  Date 8/22/2012  
Name: Patrick M. Lambert  
Title: Director, USGS Utah Water Science Center

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Patricia Mulroy  
Title: General Manager, SNWA

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHERN NEVADA WATER AUTHORITY  
BOARD OF DIRECTORS**

**AGENDA ITEM**

September 20, 2012

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> John J. Entsminger, Senior Deputy General Manager	
<b>Recommendations:</b> That the Board of Directors approve a contribution funding agreement between the Nevada Division of Water Resources and the Authority for surface water and groundwater data collection services within Nevada to be performed by the U.S. Geological Survey for an amount not to exceed \$206,875.	

**Fiscal Impact:**

The New Expansion Bond Fund is currently overcommitted but underexpended. If the above recommendation is approved, the \$206,875 will be added to the Bond Fund commitments; when additional funds are required, bonds will be sold to replenish the fund.

**Background:**

Since 2006, the Authority has been participating in a cooperative program with the Nevada Division of Water Resources (NDWR) and the U.S. Geological Survey (USGS) to fund a surface water and groundwater monitoring program in southern and eastern Nevada. The program's total cost is \$561,364; of which \$354,489 will be funded by the USGS and NDWR, collectively. If approved, the Authority will contribute \$206,875.

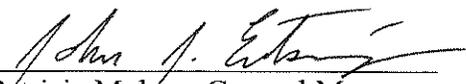
The program includes two elements:

1. Eastern and southern Nevada Surface Water Data Network (\$102,600) for operating and maintaining stream flow gages and monitoring spring discharge in the Las Vegas Valley and eastern Nevada.
2. Eastern and southern Nevada Groundwater Data Network (\$104,275) for monitoring groundwater in the Las Vegas Valley and regional carbonate-rock province.

The program fulfills some of the Authority's hydrological monitoring requirements associated with groundwater permits issued by the Nevada State Engineer and requirements set forth in the U.S. Department of the Interior and Authority stipulation agreements.

This agreement is being entered into pursuant to NRS 277.180 and Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

  
Patricia Mulroy, General Manager  
PM:JJE:ZLM:AB:JP:GK:clw:nh  
Attachment

FOR

AGENDA ITEM #	<b>4</b>
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BRIAN SANDOVAL  
Governor

STATE OF NEVADA

LEO DROZDOFF  
Director

JASON KING, P.E.  
State Engineer



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

FUNDING CONTRIBUTION AGREEMENT FOR

HYDROLOGIC STUDIES IN

EASTERN AND SOUTHERN NEVADA

The Southern Nevada Water Authority (SNWA) agrees to contribute funding to the Nevada State Engineer (NSE) for Federal Fiscal Year 2013 for continuation of hydrologic studies in eastern and southern Nevada with work to be performed by the U.S. Geological Survey (USGS).

SNWA agrees to contribute a portion of the total actual USGS cost of hydrologic work as described in the letter to the NSE dated July 17, 2012 from John Sciacca, Director of the USGS Nevada Water Science Center. It is understood that the total cost of the project for the period October 1, 2012 through September 30, 2013 is \$561,364. SNWA's share is \$206,875, or such lesser amount as determined by reducing SNWA's share by the sum contributed by any other participant from the State of Nevada. The specified amount will be paid to the NSE for use in performing, or having performed said studies, with payments to be made promptly after receipt of the NSE's billing.

The hydrologic work is to be performed as a cooperative effort between the USGS, the NSE and SNWA to further understand the hydrology and water resources of eastern and southern Nevada.

NEVADA STATE ENGINEER

SOUTHERN NEVADA WATER AUTHORITY

By: [Signature]

By: \_\_\_\_\_

Title: State Engineer

Title: Patricia Mulroy  
General Manager

Date: 7/25/12

Date: \_\_\_\_\_

JIM GIBBONS  
Governor

STATE OF NEVADA



LEO DROZDOFF  
Acting Director

JASON KING, P.E.  
State Engineer

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

July 24, 2012

Mr. Gavin Kisting, Hydrologist  
Southern Nevada Water Authority  
Surface Water Resource Department  
P.O. Box 99956  
Las Vegas, Nevada 89113

RE: HYDROLOGIC STUDIES IN EASTERN AND SOUTHERN NEVADA

Dear Mr. Kisting:

Please find enclosed the Contribution Funding Agreement for the subject program with work to be performed by the U.S. Geological Survey. Three original copies of this agreement for the federal fiscal year 2013 are enclosed with this letter, one for your records and two to be returned to this office for processing. Please return the signed funding agreements at your earliest possible convenience.

The enclosed agreement includes by reference a letter that summarizes your share of the costs for the subject program. You will be billed later for your share by the Nevada Department of Conservation and Natural Resources. If you have any questions please contact Matt Dillon at (775) 684-2856.

Sincerely,



Jason King, P.E.  
State Engineer

JK:md

cc: Richard Holmes, SNWA  
John Guillory, NDWR

Certified: 7106 7808 0630 0050 1736



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
NEVADA WATER SCIENCE CENTER  
2730 N. Deer Run Road  
Carson City, Nevada 89701  
Phone: 775-887-7600; Fax: 775-887-7629  
Website: <http://www.usgs.gov/>

July 17, 2012

Jason King, State Engineer  
Nevada Division of Water Resources  
901 South Stewart Street, Suite 2002  
Carson City, Nevada 89701

Dear Mr. King:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the surface-water (SW) and ground-water (GW) monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Nevada Division of Water Resources (NDWR). This program is conducted using pass-through funding from Southern Nevada Water Authority (SNWA) in the eastern and southern part of Nevada. The total cost will be \$561,364 for continued operation and maintenance (O&M) of this program for the period of performance October 1, 2012 – September 30, 2013. NDWR's portion of the funds to support this cooperative program is \$113,313; and SNWA's portion of the funds for this program is \$206,875. Pending availability of Federal Matching Funds (FMF) from the Cooperative Water Program, the USGS contribution will be \$241,176.

As specified on previous Joint Funding Agreements, the USGS has contributed up to 50% percent of the gage costs (matching funds). The ability of the NVWSC to contribute Federal funds is through enabling legislation of the Cooperative Water Program. Historically, a portion of the USGS funds (about 25% in 2012) has been used to pay for support benefits and services provided by the USGS at the national level.

Beginning in Federal fiscal year 2013, the USGS under a new business practice can no longer include the monies that pay for support benefits and services from headquarters in our annual Joint Funding Agreements. Instead, Federal funding levels provided in Item 2a of the Joint Funding Agreement only include monies directly associated with the Cooperative Water Program at the NVWSC level. This change 1) will decrease the on-paper USGS Cooperative Water Program contribution and total cost for a gage; 2) will not decrease the overall expense for the NVWSC to conduct the work; 3) will not diminish the benefits, services, and high quality provided by the Center through the USGS Cooperative Water Program; and 4) will not diminish the level of support benefits and service provided by headquarters, such as those associated with database management, quality assurance and control, technical training and review, and science support. No additional costs will be incurred by NDWR and SNWA resulting from this change in business practice. We thank you for your understanding and cooperation in our efforts to meet the new business requirement nationally mandated by the USGS.

The following table lists the contributions from NDWR, SNWA, and USGS for Federal fiscal year 2013. As indicated on the table, the USGS portion for fiscal year 2013 reflects the difference in dollars resulting from the USGS new business practice described above. A more detailed description of the funding is located in Enclosures 1 and 2.

USGS Project No.	Program Element	Estimated Funding Structure			Total Funds
		NDWR	SNWA	USGS**	
NV-00190	Eastern and Southern Nevada SW (Enclosure 1)	\$49,038	\$102,600	\$114,219	\$265,857
NV-00290	Eastern and Southern Nevada GW (Enclosure 2)	\$64,275	\$104,275	\$126,957	\$295,507
<b>GRAND TOTAL</b>		<b>\$113,313</b>	<b>\$206,875</b>	<b>\$241,176</b>	<b>\$561,364</b>

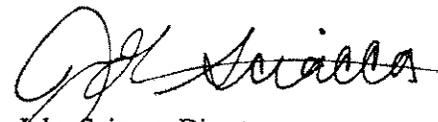
**\*\* USGS funds are subject to availability of FY 2013 Federal matching funds.**

Objectives of this study are to: (1) establish, operate, and maintain hydrologic monitoring networks; (2) maintain a data base of collected hydrologic data; (3) collect long-term hydrologic data within the carbonate-rock province study area; (4) obtain new or refined hydrologic information that would advance the level of knowledge on how the carbonate-rock province study area functions hydrologically; (5) establish a cooperative working relationship with all organizations that manage and/or monitor surface-water in southern Nevada; (6) provide quality assurance and quality control protocols for hydrologic data collection by all involved agencies; (7) disseminate collected data in a timely manner.

If you approve this work and the funding required, please sign the five (5) enclosed Joint Funding Agreements. Return one signed original to our Agreement Contact (Enclosure 3) by September 30, 2012, so that we may provide your agency with uninterrupted, continuous data and research.

Should you have any questions regarding this agreement, see Enclosure 3 for contact information. Any updates in your contact information can be emailed to [GS-W-NV\\_Programs@usgs.gov](mailto:GS-W-NV_Programs@usgs.gov).

Sincerely,



John Sciacca, Director  
USGS Nevada Water Science Center

Enclosures

cc: B. Rinne, J. Johnson, SNWA, Las Vegas, NV  
M. Rogers, USGS, NVWSC, Henderson, NV  
GS-W-NV Finance, GS-W-NV Programs  
Chron/File Cys

SNB:lmk

**Enclosure 1**

**Summary of Cooperative Surface-Water Program for Federal Fiscal Year 2013**

**Program Elements**

**A. Operation of Surface-Water Gaging Stations at:**

<u>Site Name</u>	<u>Type</u>	<u>DCP</u>
1. Corn Creek Spring near Las Vegas	Spring	Yes
2. White River near Red Mountain near Preston	Stream	Yes
3. Big Springs Creek North Channel near Baker	Stream	Yes
4. Big Springs Creek South Channel near Baker	Stream	Yes
5. Cleve Creek near Ely	Stream	Yes
6. Steptoe Creek near Ely, NV	Stream	Yes (NSIP)
7. Preston Big Spring near Preston, NV	Spring	Yes
8. Crystal Springs near Hiko, NV	Spring	Yes
9. Crystal Springs Diversion near Hiko, NV	Diversion	Yes
10. Ash Springs Creek below Hwy. 93 at Ash Springs, NV	Spring	Yes
11. Ash Springs Creek Diversion	Diversion	Yes
12. NDW-Hot Creek Spring	Spring	Yes
13. Geysers spring	Spring	Yes

**B. Biannual collection of discharge at:**

<u>Site Name</u>	<u>Valley</u>
a. Moorman Spring	White River
b. Lund Spring	White River
c. Cold Spring	White River
d. Nicholas Spring	White River
e. Arnoldson Spring	White River
f. Flag Spring 1	White River
g. Flag Spring 2	White River
h. Flag Spring 3	White River
i. Butterfield Spring	White River
j. Baldwin Flume	Moapa
k. Muddy River 10	Moapa
l. Muddy River 11	Moapa
m. Muddy River 12	Moapa
n. Muddy River 13	Moapa
o. Warm Springs East	Moapa
p. Muddy River 15	Moapa
q. Muddy River 16	Moapa
r. Muddy River 19	Moapa
s. Muddy River 20	Moapa
t. Panaca Spring (annual)	Meadow

**Description of Program Elements**

**A. Operation of Surface-Water Gaging Stations**

The current work-plan calls for site operation and maintenance of surface-water gaging stations at two diversions, six springs and five streams; monitored during FY 2013.

The operation & maintenance costs include maintaining the stream-gaging equipment, making scheduled water discharge measurements, reduction and analysis of stage data, verification and development of stage/discharge relationships (ratings), computation of daily stream-flow, and data publication costs. Sites are generally visited on a 6-week basis, but may require more frequent visits if problems occur.

Provisional data from sites with data collection platforms (DCP), will be available on NWISWeb at <http://waterdata.usgs.gov/nv/nwis/rt>. All data will be compiled, reviewed, quality-assured, finalized and disseminated in the annual publication, "U.S. Geological Survey Water-Resources Data--Nevada."

#### **B. Biannual collection of discharge**

Miscellaneous measurements collected on a biannual basis, at twenty springs in Moapa, Railroad, and Meadow Valleys, are planned for May and September, 2013. Panaca Spring will only be measured on an annual frequency because of operational constraints. Included in this activity are data reduction, dissemination and quality assurance of measurements.

Provisional water-level data will be supplied to cooperators quarterly within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated in the annual publication, "U.S. Geological Survey Water-Resources Data--Nevada."

#### **Cost Structure**

*\* USGS funds are subject to availability of FY 2013 Federal matching funds*

USGS Station	Program Element	NDWR Funds	SNWA Funds	USGS Funds*	Total Funds
Program Element A.					
09419625	Corn Creek Spring near Las Vegas	\$0	\$10,800	\$8,135	\$18,935
09415460	White River near Red Mountain near Preston	\$0	\$10,800	\$8,135	\$18,935
102432241	Big Springs Creek North Channel near Baker, Nv	\$0	\$10,800	\$8,135	\$18,935
10243224	Big Springs Creek South Channel near Baker, Nv	\$0	\$10,800	\$8,135	\$18,935
10243700	Cleve Creek nr. Ely, NV	\$10,800	\$0	\$8,135	\$18,935
10244950	Steptoe Creek nr. Ely, NV	\$9,850	\$0	\$7,419	\$17,269
09415510	Preston Big Spring nr. Preston, NV	\$10,800	\$0	\$8,135	\$18,935
09415590	Crystal Springs nr Hiko, NV	\$0	\$10,800	\$8,135	\$18,935
09415589	Crystal Springs Diversion nr Hiko, NV	\$0	\$10,800	\$8,135	\$18,935
09415645	Ash Springs Crk Below Diversion at Hwy. 93 at Ash Springs, NV	\$0	\$10,800	\$8,135	\$18,935
094156395	Ash springs Diversion Ditch blw Hwy 93 at Ash Springs, NV	\$0	\$10,800	\$8,135	\$18,935
09415558	Hot Creek nr Sunnyside, NV	\$0	\$10,800	\$8,135	\$18,935
10245100	Geysers Creek at Springs Orifice nr Minerva, NV	\$5,400	\$5,400	\$8,135	\$18,935
Program Element B.					
	Misc. Spring Measurements	\$12,188	\$0	\$9,180	\$21,368
<b>TOTAL</b>		<b>\$49,038</b>	<b>\$102,600</b>	<b>\$114,219</b>	<b>\$265,857</b>

**Enclosure 2**

**Summary of Cooperative Ground -Water Program for Federal Fiscal Year 2013**

**Program Elements**

A. Operation of water-level monitoring stations at:

	<u>Station Name</u>	<u>Local Well Number</u>	<u>Aquifer</u>	<u>Depth</u>	<u>DCP?</u>
1.	CNLV Regional Park 1	212 S19 E61 21DDB 1	fill	1300'	No
2.	CNLV Deer Springs	212 S19 E61 19BC1	fill	650'	No
3.	CNLV Allen & Lone Mtn	212 S19 E61 32CC1	fill	650'	No
4.	CNLV Diana Terrace	212 S20 E61 13ABDB1	fill	1230'	No
5.	CNLV Wilshire	212 S20 E62 05CAAA1	fill	1000'	No
6.	Maude Fitzpatrick	212 S22 E61 04BCB 1	fill	355'	No
7.	USBLM SHV-1	217 S16 E63 09DDAB1	carb	920'	Yes
8.	CE-DT-4 (MX-4)	210 S13 E63 23DDDC1	carb	669'	Yes
9.	CSV-2 well	219 S13 E65 28DAC1	carb	478'	Yes
10.	USGS-MX (Delamar Well)	182 S06 E63 12AD 1	fill	1195'	Yes
11.	USGS-MX (S. Dry Lake)	181 S03 E64 12AC 1	fill	1000'	Yes
12.	USGS-MX (N. Dry Lake)	181 N03 E63 27CAA 1	carb	2395'	Yes
13.	USGS MX Coal Valley Well	172 N03E5910BD1	carb	1837'	Yes
14.	USGS-MX Steptoe Valley Well	179 N12 E63 12AB1	carb	640'	Yes
15.	Creech New Field Well	161 16S 56E 03CC	carb	560'	Yes

B. Quarterly collection of water-levels in the Carbonate-Rock Province at:

	<u>Agency Site ID</u>	<u>Local Number</u>	<u>Name</u>	<u>Aquifer</u>	<u>Depth</u>
1.	380652116200901	156 N03 E50 13CA 1	USGS-MX (Revielle Valley)	fill	682'
2.	382901116125201	156 N07 E51 10AD 1	USGS-MX (Hot Creek 1)	fill	480'
3.	380906116050502	173B N03 E52 02DA 2	USGS-MX (S. R&R Valley)	fill	495'
4.	384338115283601	173B N10 E58 17CAAB1	USGS-MX (N. R&R Valley)	fill	581'
5.	384920115343001	173B N11 E57 09CDB 1	USBLM - Ball Creek Well 1	fill	186'
6.	393624115244601	175 N20 E58 14BDAB1		fill	135'
7.	393510115274801	175 N20 E58 20DBDA1	USBLM	fill	233'
8.	393425115215301	175 N20 E59 30DADA1		fill	UNK
9.	394418115250301	175 N22 E58 34AADA1	175 Big Tank Well	fill	UNK
10.	394340115252501	175 N22 E58 34DC 1	USGS-MX	fill	150'

C. Biannual High altitude precipitation measurements at:

	<u>Latitude</u>	<u>Longitude</u>	<u>Elevation</u>	<u>Name</u>
1.	400726	1145247	9700'	Cherry Creek Range
2.	391913	1141431	9300'	Unnamed Peak NW of Mt. Moriah
3.	391436	1153239	10745'	Mt. Hamilton
4.	390946	1143649	10742'	Cave Mountain
5.	385409	1141854	10440'	Mt. Washington
6.	381438	1142333	9200'	Mt. Wilson
7.	363929	1151158	9740'	Hayford Peak
8.	363500	1151443	9600'	Sheep Peak
9.	362240	1154621	8240'	Trough Spring

10.	361822	1154025	8510'	Lee Canyon
11.	361457	1153733	7760'	Kyle Canyon
12.	355641	1152946	8080'	Potosi Peak
13.	372035	1144329	7891'	S. Delamar Mtns
14.	373107	1144333	7867'	S. of Chokecherry Peak
15.	375337	1143438	9375'	Highland Peak
16.	373915	1152328	8640'	Mt. Irish
17.	361738	1154042	10104'	Mt. Charleston
18.	381157	1153731	9,100'	Quinn Canyon Range
19.	380025	1162738	9,100'	Kawich Range

Numbers 18 and 19 were added to the network in FY09 at the request of Southern Nevada Water Authority.

### Description of Program Elements

#### A. Operation of water-level monitoring stations.

The current work-plan calls for site operation and maintenance of continuous water-level monitoring stations in nine wells completed in basin-fill and seven wells completed in carbonate rock; monitored during FY 2013. Of these sites nine wells are in the Carbonate-Rock Province, and six wells are in Las Vegas Valley.

The operation & maintenance costs include maintaining the water-level monitoring equipment, making scheduled water-level measurements with calibrated measuring tapes, reduction and analysis of water-level data, quality assurance (including calibration) of field equipment, computation of daily water-level, and data publication costs. Sites are generally visited on a 6-8 week basis, but may require more frequent visits if problems occur.

Provisional data from sites with data collection platforms (DCP's) will be available on NWISWeb at <http://waterdata.usgs.gov/nv/nwis/rt>. All data will be compiled, reviewed, quality-assured, finalized and disseminated in the annual publication, "U.S. Geological Survey Water-Resources Data--Nevada."

#### B. Quarterly collection of water-levels in the Carbonate-Rock Province.

Miscellaneous measurements collected on a quarterly basis, from wells in the Carbonate Rock Province, are planned for FY 2012. Included in this activity are data reduction, dissemination and quality assurance of measurements. Frequency of data collection will be fixed, and will occur in December 2012, March 2013, June 2013, and September 2013.

Provisional water-level data will be supplied to cooperators quarterly within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated in the annual publication, "U.S. Geological Survey Water-Resources Data--Nevada."

**Water levels measured by the Southern Nevada Water Authority will be provided to USGS at the same schedule as when these data are provided to the State of Nevada.**

#### C. Biannual high altitude precipitation measurements.

Collecting biannual, volumetric measurements from nineteen high-altitude precipitation stations is planned for FY 2013. This activity includes data reduction, dissemination, and quality assurance of measurements. Frequency of data collection will be fixed and will occur in October 2012 and June 2013.

Provisional water-level data will be supplied to cooperators quarterly within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated in the annual publication, "U.S. Geological Survey Water-Resources Data--Nevada."

Should data collection in any of the above noted elements be interrupted or data collection incomplete, USGS will inform the cooperators as soon as possible upon learning of the interruption.

**Cost Structure**

*\* USGS funds are subject to availability of FY 2013 Federal matching funds.*

Program Element	NDWR Funds	SNWA Funds	USGS Funds*	Total Funds
Program Element A.				
CNLV Regional Park 1	\$7,200	\$0	\$5,423	\$12,623
CNLV Deer Springs	\$7,200	\$0	\$5,423	\$12,623
CNLV Allen & Lone Mtn	\$7,200	\$0	\$5,423	\$12,623
CNLV Diana Terrace	\$7,200	\$0	\$5,423	\$12,623
CNLV Wilshire	\$7,200	\$0	\$5,423	\$12,623
Maude Fitzpatrick	\$7,200	\$0	\$5,423	\$12,623
USBLM SHV-1	\$0	\$8,150	\$6,139	\$14,289
CE-DT-4 (MX-4)	\$0	\$8,150	\$6,139	\$14,289
CSV-2 well	\$0	\$8,150	\$6,139	\$14,289
USGS-MX (Delamar Well)	\$0	\$8,150	\$6,139	\$14,289
USGS-MX (N. Dry Lake)	\$0	\$8,150	\$6,139	\$14,289
USGS-MX (S. Dry Lake)	\$0	\$8,150	\$6,139	\$14,289
USGS MX Coal Valley Well	\$8,150	\$0	\$6,139	\$14,289
USGS-MX Steptoe Valley Well	\$8,150	\$0	\$6,139	\$14,289
Creech Near Field Well		\$8,150	\$6,139	\$14,289
Total	\$59,500	\$57,050	\$87,789	\$204,339
Program Element B.				
Quarterly Water Levels in Carbonate Rock Prov.	\$4,775	\$2,825	\$5,725	\$13,325
Program Element C.				
Biannual High Altitude Precip. Measurements	\$0	\$44,400	\$33,443	\$77,843
<b>TOTAL</b>	<b>\$64,275</b>	<b>\$104,275</b>	<b>\$126,957</b>	<b>\$295,507</b>

**Enclosure 3**

**JFA#: 13WSNV00300**

**POINTS of CONTACT:**

<b>USGS Nevada Water Science Center</b>	<b>Nevada Division of Water Resources</b>
2730 North Deer Run Road Carson City, NV 89701 Phone #: 775-887-7600 FAX #: 775-887-7629 DUNS #: 178930541	901 South Stewart Street, Suite 2002 Carson City, NV 89701 Phone #: 775-684-2800 FAX # 775-684-2811 TID: 88-6000022 , DUNS#: 618881197
<u>Technical Contact/Project Manager:</u> Megan Rogers, Steven Berris USGS, Nevada Water Science Center 2730 North Deer Run Road Carson City, NV 89701 Phone #: 702-564-4526, 775-887-7693 <a href="mailto:mrogers@usgs.gov">mrogers@usgs.gov</a> , <a href="mailto:snberris@usgs.gov">snberris@usgs.gov</a>	<u>Technical Contact/Project Manager:</u> Jeff Johnson, Division Manager Southern Nevada Water Authority PO Box 99956, Las Vegas, NV 89193-9956 100 City Pkwy, Ste 700, Las Vegas, NV 89106 Phone #: 702-862-3707 <a href="mailto:jeff.johnson@snwa.com">jeff.johnson@snwa.com</a>
<u>Technical Contact/Project Manager:</u> Megan Rogers, Steven Berris Phone #: 702-564-4526, 775-887-7693 <a href="mailto:mrogers@usgs.gov">mrogers@usgs.gov</a> , <a href="mailto:snberris@usgs.gov">snberris@usgs.gov</a>	<u>Technical Contact/Project Manager:</u> Matt Dillon, Engineering Technician Phone #: 775-684-2856 <a href="mailto:mdillon@water.nv.gov">mdillon@water.nv.gov</a>
<u>Director's: Office Agreement Contact:</u> Linda McCord-Kolsky, Management Specialist Phone: 775-887-7602 <a href="mailto:GS-W-NV Programs@usgs.gov">GS-W-NV Programs@usgs.gov</a>	
<u>Executive Contact:</u> John Sciacca, Director 775-887-7650	<u>Executive Contact:</u> Jason King, State Engineer Phone #: 775-684-2800
<u>Billing Contact:</u> Helen Houston, Budget Analyst 2730 N. Deer Run Road Carson City, NV 89701 Phone #: 775-887-7605 FAX #: 775-887-7629 <a href="mailto:GS-W-NV Finance@usgs.gov">GS-W-NV Finance@usgs.gov</a>	<u>Billing Contact:</u> Melissa Mathis, Fiscal Services 901 South Stewart Street, Suite 5001 Carson City, NV 89701 Phone #: 775-684-2704 FAX # 775-684-2715 <a href="mailto:mmathis@dcnr.nv.gov">mmathis@dcnr.nv.gov</a>

Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Page 1 of 2  
Customer #: 6000000345  
Agreement #: 13WSNV00300  
Project #:  
TIN #: 88-6000022; DUNS:  
618881197  
Fixed Cost Agreement  Yes  No

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 17th day of July, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Nevada Division of Water Resources, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the ongoing surface water and ground water monitoring program, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

(a) \$241,176 by the party of the first part during the period  
October 1, 2012 to September 30, 2013

(b) \$320,188 by the party of the second part during the period  
October 1, 2012 to September 30, 2013

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 6000000345  
Agreement #: 13WSNV00300  
Project #:  
TIN #: 88-6000022; DUNS:  
618881197

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey  
United States  
Department of the Interior

NEVADA DIVISION OF WATER RESOURCES

USGS Point of Contact

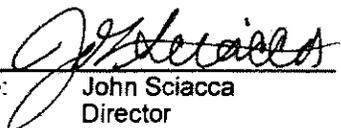
Customer Point of Contact

Name: Megan Rogers  
Address: 160 North Stephanie St.  
Las Vegas, NV 89074  
Telephone: 702-564-4526  
Email: mrogers@usgs.gov

Name: Matt Dillon  
Address: 901 South Stewart St., Ste 2002  
Carson City NV 89701  
Telephone: 775-684-2856  
Email: mdillon@water.nv.gov

Signatures

Signatures

By  Date 7/17/12  
Name: John Sciacca  
Title: Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Jason King  
Title: State Engineer

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHERN NEVADA WATER AUTHORITY  
BOARD OF DIRECTORS  
AGENDA ITEM  
September 20, 2012**

<b>Subject:</b> Agreement	<b>Director's Backup</b>
<b>Petitioner:</b> John J. Entsminger, Senior Deputy General Manager	
<b>Recommendations:</b> That the Board of Directors approve a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$232,600.	

**Fiscal Impact:**

The required \$232,600 is available in the Authority's Operating Budget.

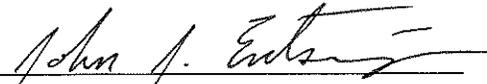
**Background:**

Since 2002, the Authority has participated in a cooperative program with the U.S. Geological Survey (USGS) for the operation and maintenance of stream gages and water quality analyses. This agreement provides for joint funding from the USGS and the Authority for the ongoing monitoring, operation, and maintenance of 13 stream gages, including gages on the Las Vegas Wash and the Virgin and Muddy Rivers. This agreement also provides for Authority funding to install, monitor, operate and maintain one additional stream gage to support the Authority's water rights on the Virgin and Muddy Rivers. These gages are critical to quantify water resources for the Authority. Water quality sample collection and analyses at three stream gage stations are also funded under this agreement.

The total cost of the operation and maintenance of the stream gages and the water quality analyses is \$367,279 for the period from October 1, 2012, through September 30, 2013. If approved, the Authority will contribute \$232,600, and the USGS will fund the remaining \$134,679.

This agreement is being entered into pursuant to NRS 277.180 and Section 6 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

  
 Patricia Mulroy, General Manager  
 PM:JJE:ZLM:JJ:lmv:nh  
 Attachment

FOR

AGENDA ITEM #	5
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# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

NEVADA WATER SCIENCE CENTER

2730 N. Deer Run Road

Carson City, Nevada 89701

Phone: 775-887-7600; Fax: 775-887-7629

Website: <http://www.usgs.gov/>

August 24, 2012

Zane L. Marshall  
Director, Environmental Resources  
Southern Nevada Water Authority  
P.O. Box 99956  
Las Vegas, NV 89193-9956

Dear Mr. Marshall:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the surface-water (SW) and water-quality (QW) monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Southern Nevada Water Authority (SNWA). The total cost will be \$367,279 for real-time surface-water monitoring and water-quality data collection under this program, including the potential installation of an additional gage for the period of performance October 1, 2012 – September 30, 2013. SNWA's portion of the funds to support the cooperative program is \$232,600. Pending availability of Federal Matching Funds (FMF) from the Cooperative Water Program, the USGS contribution will be \$134,679. The funding for the program elements for FY 2013 is outlined in the table below and described in more detail in Enclosures 1 and 2.

As specified on previous Joint Funding Agreements, the USGS has contributed up to 50% percent of the gage costs (matching funds). The ability of the NVWSC to contribute Federal funds is through enabling legislation of the Cooperative Water Program. Historically, a portion of the USGS funds (about 25% in 2012) has been used to pay for support benefits and services provided by the USGS at the national level.

Beginning in Federal fiscal year 2013, the USGS under a new business practice can no longer include the monies that pay for support benefits and services from headquarters in our annual Joint Funding Agreements. Instead, Federal funding levels provided in Item 2a of the Joint Funding Agreement only include monies directly associated with the Cooperative Water Program at the NVWSC level. This change 1) will decrease the on-paper USGS Cooperative Water Program contribution and total cost for a gage; 2) will not decrease the overall expense for the NVWSC to conduct the work; 3) will not diminish the benefits, services, and high quality provided by the Center through the USGS Cooperative Water Program; and 4) will not diminish the level of support benefits and service provided by headquarters, such as those associated with database management, quality assurance and control, technical training and review, and science support. No additional costs will be incurred by SNWA resulting from this change in business practice. We thank you for your understanding and cooperation in our efforts to meet the new business requirement nationally mandated by the USGS.

The following table lists the contributions from SNWA and USGS for Federal fiscal year 2013. As indicated on the table, the USGS portion for fiscal year 2013 reflects the difference in dollars resulting from the USGS new business practice described above.

<i>USGS Project No.</i>	<i>Program Element</i>	<i>Funding Structure</i>		<i>Total Funds</i>
		<i>SNWA</i>	<i>USGS*</i>	
NV-00190	Lower Colorado SW (Enclosure 1)	\$194,200	\$105,755	\$299,955
NV-00390	Lower Colorado QW (Enclosure 2)	\$ 38,400	\$ 28,924	\$ 67,324
GRAND TOTAL		\$232,600	\$134,679	\$367,279

*\* USGS funds are subject to availability of FY 2013 Federal matching funds.*

The FY 2013 program costs incorporate the installation and O&M for a potential new recording station on the Virgin or Muddy Rivers. Costs for O&M for the recording station is for nine months operation as the plan will be to install this gaging station in December 2012. Costs may be prorated dependent on when actual installation occurs. The surface-water and water-quality O&M costs include maintaining the streamgaging equipment, making streamflow measurements, computing streamflow, real-time monitoring, and data publication costs.

If you approve this work and the funding required, please sign the two enclosed Joint Funding Agreements. Return one signed original to our Agreement Contact (Enclosure 3) by September 30, 2012, so that we may provide your agency with uninterrupted, continuous data and research. Hydrographs and current information can be accessed from the Nevada Water Science Center (NWSC) homepage at: <http://nevada.usgs.gov/>.

Should you have any questions regarding this agreement, see Enclosure 3 for contact information. Any updates in your contact information can be emailed to [GS-W-NV\\_Programs@usgs.gov](mailto:GS-W-NV_Programs@usgs.gov).

Sincerely,



John Sciacca, Director  
USGS, Nevada Water Science Center

Enclosures

cc: B. Moore, J. Johnson, SNWA, Las Vegas, NV  
M. Rogers, S. Berris, USGS, NVWSC  
GS-W-NV Finance, GS-W-NV Programs  
Chron Cy

## Enclosure 1

### Summary of Cooperative Surface-Water Program for Fiscal Year 2013

#### Program Elements

##### A. Operation of Surface-Water Gaging Stations at:

<u>Site Name</u>	<u>Type</u>	<u>DCP</u>
1. Muddy Spring at L.D.S. Farm near Moapa, NV	Spring	Yes
2. Pederson Spring near Moapa, NV	Spring	Yes
3. Warm Springs West near Moapa, NV	Stream	Yes
4. Pederson East Spring nr Moapa, NV	Spring	Yes
5. Warm Springs Confluence at Iverson Flume nr Moapa, NV	Stream	Yes
6. Virgin River at the Narrows, near Littlefield, AZ	River	Yes
7. Beaver Dam Wash near Beaver Dam, AZ	Stream	Yes
8. Muddy River at Lewis Avenue near Moapa, NV	River	Yes
9. Virgin River at Littlefield, AZ	River	Yes
10. Las Vegas Wash at Pabco Rd. near Henderson, NV	Stream	Yes
11. Duck Creek at Broadbent Boulevard at East Las Vegas, NV	Stream	Yes
12. Las Vegas Wash abv 3-Kids Wash blw Henderson, NV	Stream	Yes
13. Mesquite Canal blw Mesquite, NV	Irrigation	Yes
14. Potential new Muddy or Virgin River station	Stream	Yes

##### B. Supplemental tasks to increase accuracy and timeliness of streamflow records at the following gages:

- | <u>Site Name</u>                           |
|--------------------------------------------|
| 1. Las Vegas Wasteway nr East Las Vegas    |
| 2. Las Vegas Wash at Pabco Rd nr Henderson |
| 3. Las Vegas Wash below Lake Las Vegas     |
| 4. Muddy River nr Glendale                 |

#### Description of Program Elements

##### A. Operation & Maintenance of Streamflow sites

The work-plan calls for site operation and maintenance of surface-water gaging stations at three springs, seven streams, three river sites, and one irrigation site; monitored during FY 2013.

The operation & maintenance (O&M) costs include maintaining the stream-gaging equipment, making scheduled water discharge measurements, reduction and analysis of stage data, verification and development of stage/discharge relationships (ratings), computation of daily streamflow, and data publication costs. Sites are generally visited on a 6-week basis, but may require more frequent visits if problems occur.

Provisional data from sites will be available on NWISWeb at <http://waterdata.usgs.gov/nv/nwis/rt>. All data will be compiled, reviewed, quality-assured, finalized and disseminated annually through an online publication.

Costs include supplemental tasks for four gaging stations to increase the timeliness and accuracy of the streamflow records. For four gages, (1) Las Vegas Wasteway nr East Las Vegas, (2) Las Vegas Wash at Pabco Rd. nr Henderson, (3) Las Vegas Wash below Lake Las Vegas and (4) Muddy River near Glendale, at least 12 site visits and streamflow measurements will be made and provisional streamflow records will be computed and reported on a monthly interval and finalized in July and January.

C. Installation, Operation and Maintenance of one new surface-water site

Installation of one DCP (Data Collection Platform) stream gaging station on the Muddy or Virgin River. Installation will include gage house, outside staff, reference marks, and the equipment will include a data logger, DCP, solar panel, antenna, battery, etc. Data will be transmitted to a satellite and will be available on the Web shortly after transmission. Cost for O&M for the station is based on a December installation.

Cost Structure

*\* USGS funds are subject to availability of FY 2013 Federal Matching Funds.*

<i>Number</i>	<i>USGS Project No.</i>	<i>Program Element</i>	<i>SNWA Funds</i>	<i>USGS Funds*</i>	<i>Total Funds</i>
<b>Program Element A.</b>					
1	NV00190	Muddy Spring at L.D.S. Farm near Moapa	\$10,800	\$8,135	\$18,935
2	NV00190	Pederson Spring near Moapa	\$10,800	\$8,135	\$18,935
3	NV00190	Warm Springs West near Moapa	\$10,800	\$8,135	\$18,935
4	NV00190	Pederson East Spring near Moapa	\$10,800	\$8,135	\$18,935
5	NV00190	Iverson Flume	\$10,800	\$8,135	\$18,935
6	NV00190	Virgin River at the Narrows	\$10,800	\$8,135	\$18,935
7	NV00190	Beaver Dam Wash near Beaver Dam	\$10,800	\$8,135	\$18,935
8	NV00190	Muddy River near Lewis Avenue	\$10,800	\$8,135	\$18,935
9	NV00190	Virgin River at Littlefield, AZ	\$10,800	\$8,135	\$18,935
10	NV00190	Las Vegas Wash at Pabco Road nr Henderson, NV	\$10,800	\$8,135	\$18,935
11	NV00190	Duck Creek at Broadbent Blvd. at East Las Vegas	\$10,800	\$8,135	\$18,935
12	NV00190	Las Vegas Wash at 3-Kids Wash	\$10,800	\$8,135	\$18,935
13	NV00190	Mesquite Canal nr Mesquite	\$10,800	\$8,135	\$18,935
14	NV00190	Las Vegas Wash at Pabco Road nr Henderson, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting provisional streamflow record, and approval and finalization of streamflow records in July and January.	\$ 3,600	\$ - 0 -	\$ 3,600
15	NV00190	Las Vegas Wasteway nr East Las Vegas, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting provisional streamflow record, and approval and finalization of streamflow records in July and January.	\$ 3,600	\$ - 0 -	\$ 3,600
16	NV00190	Las Vegas Wash blw Lake Las Vegas, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting provisional streamflow record, and approval and finalization of streamflow records in July and January)	\$3,600	\$ - 0 -	\$3,600
17	NV00190	Muddy River nr Glendale, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting provisional streamflow record, and approval and finalization of streamflow records in July and January)	\$3,600	\$ - 0 -	\$3,600
<b>Sub-Total</b>			<b>\$154,800</b>	<b>\$105,755</b>	<b>\$260,555</b>
<b>Program Element B.</b>					
1	NV00190	Installation of one gaging station on the Virgin or Muddy Rivers	\$23,200	\$ - 0 -	\$23,200
2	NV00190	O&M for Virgin or Muddy River gaging station for nine months	\$16,200	\$ - 0 -	\$16,200
<b>Sub-Total</b>			<b>\$39,400</b>	<b>\$ - 0 -</b>	<b>\$39,400</b>
<b>Total</b>			<b>\$194,200</b>	<b>\$105,755</b>	<b>\$299,955</b>

## Enclosure 2

### Summary of Cooperative Water-Quality Program for Fiscal Year 2013

#### Program Elements

##### A. Collection of Water-Quality Parameters from Surface-Water Gaging Stations at:

<u>Site Name</u>	<u>Schedule(s)</u>
1. Virgin River at the Narrows, near Littlefield, AZ	Field parameters
2. Virgin River at Littlefield, AZ	997,1201,2003,2060
3. Colorado River below Hoover Dam, AZ	1201,1010,1050,2003

*Note: a complete description of each schedule can be found below.*

#### Description of Program Elements

##### A1. Water-Quality Sampling at Virgin River at the Narrows, near Littlefield, AZ

Water quality field parameters (temperature, conductance, pH, and dissolved oxygen) will be measured at Virgin River at the Narrows on a quarterly basis throughout the water year.

##### A2. Water-Quality Sampling at Virgin River at Littlefield, AZ

Water-quality data (temperature, specific conductance, sediment-concentration, and chemical analyses) have been collected at the Virgin River at Littlefield from 1948 to 2012 at bi-monthly or more frequent intervals under several different USGS programs. Long-term records of water quality, particularly sediment and chemical constituents contributing to salt-loading problems, are important for this site to establish base-line loadings to Lake Mead over a full range of hydrologic conditions. SNWA funds will be matched with available USGS Nevada Water Science Center cooperative federal matching funds to maintain a water-quality record at this important station for the following constituents and indicators:

- Field values
- Physical properties
- Suspended-sediment concentration
- Nutrients (schedule 997 – attached)
- Common and trace inorganic constituents (schedule 1201 - attached)
- Pesticides (schedules 2003 & 2060 – attached)
- Fecal Bacteria counts
- E-coli Bacteria

Sampling will occur, as close as possible, in the last week of the months November, February, May, and August. For continuity, the NASQAN II sampling techniques will be followed, including the use of the Parts Per Billion (PPB) sampling protocol.

##### A3. Water-Quality Sampling at Colorado River below Hoover Dam, AZ

Water-quality data (temperature, specific conductance, sediment-concentration, and chemical analyses) have been collected at the Colorado River below Hoover Dam, Arizona from 1939 to 2012 at bi-monthly or more frequent intervals under several different USGS programs. The objectives of this sampling station are to:

- A. Provide ongoing characterization of the concentrations and flux of sediment and selected chemicals of the Colorado River system.

- B. Determine the contributions of sub-basin source materials to the Colorado system.
- C. Determine changes and trends of selected chemicals in the Colorado River system.

SNWA funds will be matched with USGS Nevada District cooperative Federal matching funds to maintain a water-quality record at this important station for the following constituents and indicators:

- Field values
- Physical properties
- Suspended-sediment concentration
- Common and trace inorganic constituents (schedule 1201 – attached)
- Nutrients (schedule 1010 – attached)
- Major Ions and Trace Metals (schedule 1050 – attached)
- Pesticides (schedule 2003 – attached)
- Perchlorate (analyzed by EPA and SNWA)

Sampling will occur, as close as possible, in the last week of the months November, February, May, and August. For continuity, the NASQAN II sampling techniques will be followed, including the use of the Parts Per Billion (PPB) sampling protocol.

Cost Structure

\* USGS funds are subject to availability of FY 2013 Federal Matching Funds.

<i>No.</i>	<i>USGS Project No.</i>	<i>Program Element</i>	<i>SNWA Funds</i>	<i>USGS Funds*</i>	<i>Total Funds</i>
<i>Program Element A.</i>					
1	NV00390	Virgin River at the Narrows – Field parameters only	\$ 900	\$ 678	\$ 1,578
2	NV00390	Virgin River at Littlefield, AZ – Water quality	\$18,600	\$14,010	\$32,610
3	NV00390	Colorado River blw Hoover Dam, AZ – Water quality	\$18,900	\$14,236	\$33,136
<b>Total</b>			<b>\$38,400</b>	<b>\$28,924</b>	<b>\$67,324</b>







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Enclosure 3

POINTS OF CONTACT

PC

Joint Funding Agreement No. 13WSNV01000-00

UNLV Nevada Water Science Center

2715 N. Desert Inn Road

Las Vegas, NV 89155

Phone: 702.893.7600

FAX: 702.893.4500

UNLV: 702.893.4500

Technical Contact Project Manager

Megan Roberts, Project Manager

Phone: 702.893.4520 / 702.893.7600

[mroberts@unlv.edu](mailto:mroberts@unlv.edu) / [kallie@unlv.edu](mailto:kallie@unlv.edu)

Director of the Agreement Council

Linda McLeod-Kelso, Management Specialist

Phone: 702.893.7600

[unlv@unlv.edu](mailto:unlv@unlv.edu)

Executive Contact

John Decker, Director

702.893.7600

Public Contact

Debra Jordan, Project Analyst

2715 N. Desert Inn Road

Las Vegas, NV 89155

Phone: 702.893.7600

FAX: 702.893.4500

[unlv@unlv.edu](mailto:unlv@unlv.edu)

Southern Nevada Water Authority

201 Rye Street, Las Vegas, NV 89101

Las Vegas, NV 89101

Phone: 702.893.7600

FAX: 702.893.7600

UNLV: 702.893.7600

Technical Contact Project Manager

Tom Johnson, Director Manager

Phone: 702.893.7600

[unlv@unlv.edu](mailto:unlv@unlv.edu)

Executive Contact

John Decker, Director, Environmental

Services

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UNLV: 702.893.7600

Executive Contact

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FAX: 702.893.7600

[unlv@unlv.edu](mailto:unlv@unlv.edu)

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Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Customer #: 6000000359  
Agreement #: 13WSNV01000\_00  
Project #:  
TIN #: 88-0278492, DUNS#: 135965650  
Fixed Cost Agreement  Yes  No

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 24th day of August, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Southern Nevada Water Authority, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation to accurately collect and document streamflow and water quality information in south-central Nevada, northwestern Arizona, and southwestern Utah, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.
  - (a) \$134,679 by the party of the first part during the period  
October 1, 2012 to September 30, 2013
  - (b) \$232,600 by the party of the second part during the period  
October 1, 2012 to September 30, 2013
  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: 6000000359  
Agreement #: 13WSNV01000\_00  
Project #:  
TIN #: 88-0278492, DUNS#: 135965650

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**.

U.S. Geological Survey  
United States  
Department of the Interior

SOUTHERN NEVADA WATER AUTHORITY

USGS Point of Contact

Customer Point of Contact

Name: Megan Rogers  
Address: 160 N. Stephanie St.  
Henderson, NV 89074  
Telephone: 702-564-4526  
Email: mrogers@usgs.gov

Name: Jeff Johnson  
Address: P.O. Box 99956  
Las Vegas, NV 89193-9956  
Telephone: 702-862-3748  
Email: jeff.johnson@snwa.com

Signatures

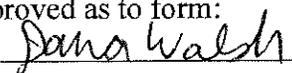
Signatures

By  Date 8/24/12  
Name: John Sciacca  
Title: Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

Southern Nevada Water Authority

Approved as to form:

By  Date 8-30-12

**SOUTHERN NEVADA WATER AUTHORITY  
BOARD OF DIRECTORS**

**AGENDA ITEM**

September 20, 2012

<b>Subject:</b> Amendment	<b>Director's Backup</b>
<b>Petitioner:</b> John Entsminger, Senior Deputy General Manager	
<b>Recommendations:</b> That the Board of Directors approve the second amendment, in substantially the same form, to the existing operational agreement among the Metropolitan Water District of Southern California, the Colorado River Commission of Nevada, and the Authority for interstate banking of Colorado River water in California.	

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

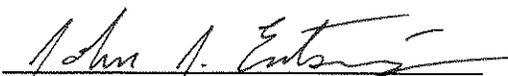
On October 21, 2004, the Board of Directors approved an operational agreement among the Metropolitan Water District of Southern California (MWD), Colorado River Commission of Nevada (CRCN), and the Authority. On July 16, 2009, the Board approved the First Amended Operational Agreement among the MWD, CRCN, and the Authority. The Operational Agreement, as amended, in conjunction with the related Storage and Interstate Release Agreement allows the Authority to store Colorado River water with MWD through the year 2026, for recovery by the Authority in the future. Currently, the Authority has 70,000 acre-feet of water stored by MWD for future uses.

This Second Amended Operational Agreement provides for MWD to store between 200,000 and 400,000 acre-feet of water for the Authority between the years 2012 and 2016. The Authority may then request delivery of this additional water at any time in the future and also during any reservoir condition including declared shortages. The Authority will be charged an amount equal to the estimated losses from evaporation that MWD will incur while storing the water long term.

Interstate water banking and recovery with MWD is an important component of the Authority's Water Resource Plan, and will be used in conjunction with other resources to meet demands in response to drought conditions and as additional in-state water resources are being developed.

This amendment is authorized pursuant to NRS 277.180 and Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this amendment.

Respectfully submitted:



Patricia Mulroy, General Manager

PM:JJE:CP:td

Attachment

FOR

AGENDA ITEM #	6
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**SECOND AMENDED  
OPERATIONAL AGREEMENT**

among

The Metropolitan Water District of Southern California

and the

Colorado River Commission of Nevada

and the

Southern Nevada Water Authority

This Second Amended Operational Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2012 (Effective Date), among The Metropolitan Water District of Southern California (MWD), the Southern Nevada Water Authority (SNWA), and the Colorado River Commission of Nevada (CRCN), (collectively referred to herein as the "Parties" or individually as "Party").

**Recitals**

- A. On October 27, 2004, MWD, CRCN, SNWA, and the United States entered into a Storage and Interstate Release Agreement (SIRA) under 43 C.F.R. Part 414. The stated purpose of the SIRA is to establish an enduring cooperative relationship between MWD and SNWA under the Secretary of the Interior's (Secretary) Offstream Storage Regulations that will benefit both MWD and SNWA in the management of their respective water supplies and in the management of the Colorado River apportionments of their respective states during an era of limited water supplies. To this end, the SIRA provides a specific program for the storage by MWD of unused Nevada apportionment of Colorado River water in California and the subsequent recovery of such water by MWD and the development of Intentionally Created Unused Apportionment (ICUA) for SNWA.
- B. On October 21, 2004, MWD, CRCN, and SNWA entered into an Operational Agreement that provides additional terms and conditions, consistent with the SIRA, governing operational and financial matters relating to the Storage of Colorado River water and the creation of ICUA. The parties executed a First Amended Operational Agreement amending the original Operational Agreement on August 11, 2009. The parties are entering into this Second Amended Operational Agreement to further provide terms and conditions for implementation of Storage of Colorado River water and creation of ICUA in accordance with the SIRA.

- C. This Second Amended Operational Agreement addresses, among other things, the storage of ICUA for 2012-2016. SNWA does not intend to request development and delivery of ICUA prior to 2018, although nothing contained herein prohibits SNWA from making such a request.

## **Article 1**

### **Definitions**

1.1 Definitions: For purposes of this Operational Agreement, terms that are defined in Article I of the Consolidated Decree in *Arizona v. California*, and terms that are defined in 43 C.F.R. Part 414 shall have the meaning there stated. The following terms shall have the meaning defined here, unless the context manifestly requires otherwise. Defined terms are identified by initial letter capitalization.

- 1.1.1 “Agreement” shall mean this Second Amended Operational Agreement.
- 1.1.2 “Consolidated Decree” shall mean the Consolidated Decree entered by the United States Supreme Court in the matter of *Arizona v. California*, 126 S.Ct. 1543, 547 U.S. 150 (2006), as supplemented or amended.
- 1.1.3 “ICUA” or “Intentionally Created Unused Apportionment” shall have the same meaning as that term is defined in 43 C.F.R. §414.2.
- 1.1.4 “SNWA Interstate Account” shall mean the storage account established by MWD under the terms of this Agreement.
- 1.1.5 “Year” shall mean calendar year.

## **Article 2**

### **Storage, Development and Release of ICUA**

#### 2.1 Storage of ICUA:

- 2.1.1 Each Year through 2026 the CRCN, SNWA, and MWD will meet in person or via conference call at a mutually agreeable time and location to discuss the quantity of water available for storage in that Year. Additional discussions may be scheduled as needed. Based upon these discussions, MWD and SNWA will determine the quantity of water to be stored for that Year, and may amend such quantities during the Year as needed. MWD will use its best efforts to divert and store, without harming MWD’s own operational needs, the total quantity of Colorado

River water SNWA and MWD have agreed to store that Year as specified in SNWA's availability notice under Section 3.1 of the SIRA, subject to the release of such quantity to MWD by the Secretary pursuant to the SIRA. If in any Year through 2026, MWD concludes it cannot divert and store the full quantity of water that it agreed to store in that Year, MWD shall, within 30 days of the date of SNWA's availability notice, notify SNWA and the CRCN of the reasons therefore and the quantity that MWD can divert and store. On request of SNWA and CRCN, the Parties shall promptly confer so that MWD can notify the Secretary of the quantity of water it will store within the time specified by the SIRA.

- 2.1.2 The CRCN, SNWA, and MWD further agree that the total quantity of Colorado River water to be stored during the Years 2012 through 2016 shall be a minimum of 200,000 acre-feet and a maximum of 400,000 acre-feet. SNWA and MWD shall determine the annual amount of water to be stored to meet the cumulative range of storage set forth in this Section 2.1.2 through the process described in Section 2.1.1, above. The annual volume of water to be stored shall not exceed the limitations set forth in Section 7.1.1 of the SIRA. The SNWA Interstate Account maintained by MWD pursuant to Article 6 of the SIRA shall include a separate accounting of the water stored during the Years 2012 through 2016 pursuant to this Section 2.1.2.

2.2 Development and Release of ICUA:

- 2.2.1 Availability of ICUA: MWD specifically agrees to develop ICUA for release to SNWA in accordance with the SIRA during the Term of this Agreement regardless of the Lake Mead Operating Condition<sup>1</sup>, including specifically any Shortage Condition declared by the Secretary, during any Year in which SNWA requests the development and release of ICUA available to SNWA under the terms of this Agreement and the SIRA.
- 2.2.2 Quantity of ICUA Available for Development: Section 4.3 of the SIRA limits the amount of ICUA that may be developed and released to SNWA in any Year to "the lesser of (i) 30,000 acre-feet, unless MWD agrees to a larger amount in such Year, or (ii) the previous end-of-Year balance in the SNWA Interstate Account." If SNWA desires the creation of more than 30,000 acre-feet of ICUA in any Year as to which there will be sufficient

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<sup>1</sup> As set forth in Section 2 of the December 2007 Interim Guidelines for the Operation of Lake Powell and Lake Mead.

credits in the SNWA Storage Account, by August 15 of the previous Year SNWA shall notify MWD of such fact and of the amount of ICUA that SNWA requests be created. The Parties shall promptly confer on such request, and if MWD agrees to develop ICUA in an amount greater than 30,000 acre-feet for the specified Year, SNWA shall include such increased amount in its request under Section 4.4 of the SIRA for the development of ICUA and its request under Section 5.1 of the SIRA for the release of ICUA, and MWD shall include such amount in its ICUA Certification under Section 4.5 of the SIRA.

- 2.2.3 Development and Release of Water Stored in 2012 through 2016: Water stored by MWD in the SNWA Interstate Account during the period 2012 through 2016 shall be available for the development and release to SNWA as ICUA pursuant to Sections 2.2.1 and 2.2.2, above, notwithstanding the restrictions on development and release of ICUA provided in Section 2.2.4, 2.2.5 and 2.2.6, below. The SNWA Interstate Account maintained by MWD pursuant to Article 6 of the SIRA shall include a separate accounting of the development and release of ICUA based on water stored during the Years 2012 through 2016 pursuant to Section 2.1.2, above.
- 2.2.4 Development and Release through 2019: Subject specifically to the provisions of Section 2.2.6 of this Agreement, SNWA agrees to forgo requesting development and release of ICUA from the SNWA Interstate Account through the Year 2019, unless SNWA confers with MWD, and MWD agrees to the development and release of ICUA during a specific Year prior to the Year 2019.
- 2.2.5 Development and Release During 2020 and 2021: Subject specifically to the provisions of Section 2.2.6 of this Agreement, during Years 2020 and 2021 SNWA agrees to limit requesting development and release of ICUA from the SNWA Interstate Account to an amount equal to the lesser of (i) the difference between 300,000 acre-feet and the amount apportioned for use within Nevada by the Secretary pursuant to Section 2(D)(1)(a), 2(D)(1)(b), or 2(D)(1)(c) of the *December 2007 Interim Guidelines for the Operation of Lake Powell and Lake Mead* whichever is applicable, or (ii) the previous end-of-Year balance in the SNWA Interstate Account. During the Years 2020 and 2021, MWD agrees to develop and release ICUA as requested by SNWA in accordance with this Section 2.2.5.
- 2.2.6 Development and Release During Specific Shortage Conditions: Notwithstanding anything to the contrary contained in this Agreement, in any Year in which the Secretary apportions less than 280,000 acre-feet of Colorado River water for use in Nevada,

exclusive of any ICUA, Intentionally Created Surplus or Developed Shortage Supply available to SNWA in that Year, then, at SNWA's request, MWD shall develop and release one (1) acre-foot of ICUA from the SNWA Interstate Account to SNWA for each acre-foot less than 280,000 acre-feet apportioned by the Secretary for use in Nevada in that Year, provided, however, that in no event shall SNWA be entitled to the development and release of more than the lesser of: 50,000 acre-feet in one Year; or the total previous end-of-Year balance in the SNWA Interstate Account.

2.2.7 Operation of Section 4.3 of the SIRA: For purposes of Section 4.3 of the SIRA, MWD expressly agrees that an amount of ICUA greater than 30,000 acre-feet will be developed and released to SNWA if necessary to meet the terms of Section 2.2.6 of this Agreement.

### **Article 3 Term of Agreement**

3.1 This Agreement shall be effective as of the Effective Date and shall terminate (i) upon recovery of all SNWA credits stored under this Agreement and both Parties mutually agree in writing to terminate this Agreement, or (ii) concurrently with the termination of the SIRA, which ever comes first.

### **Article 4 Costs and Losses**

4.1 MWD shall be responsible for all costs associated with (i) the diversion, conveyance, and storage of water pursuant to the SIRA; and (ii) all costs associated with the recovery of water stored pursuant to the SIRA and the development of ICUA with respect to such water.

4.2 Water stored by MWD during the Years 2012 through 2016 pursuant to Section 2.1.2, above, shall be charged with a loss equal to one-third (1/3) of the amount of water stored in the Year in which the water is delivered to MWD for storage. The SNWA Interstate Account maintained by MWD pursuant to Article 6 of the SIRA shall include a separate accounting of this loss charged to water stored during the Years 2012 through 2016. The loss shall not be charged against any other water stored in the SNWA Interstate Account.

4.3 SNWA shall be responsible for all costs associated with its diversion of ICUA released by the Secretary pursuant to the SIRA.

4.4 SNWA shall be responsible for all federal charges associated with evaluating, processing, and executing the SIRA.

## **Article 5**

### **Other Provisions**

5.1 **Uncontrollable Forces.** No Party to this Agreement shall be considered in default in the performance of any of its obligations under this Agreement (other than the obligation of SNWA to pay federal charges) when a failure of performance shall be due to uncontrollable forces. The term “uncontrollable force” shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure or threat of failure of facilities, flood, earthquake, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, restraint by order of a court or regulatory agency of competent jurisdiction, and action or non-action by, or failure to obtain necessary authorizations or approvals from, any federal governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require any Party to settle any strike or labor dispute in which it is involved.

5.2 In the event that any term or condition of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding upon the Parties hereto. Lack of enforcement of any term or condition of this Agreement shall not be construed as a waiver of any rights conferred by such term or condition. Unless otherwise agreed to in writing, the failure of any Party to require the performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver of any provision hereof on one occasion be taken or held to be a waiver of the provision itself.

5.3 This Agreement shall be binding on the Parties and their respective successors and assigns.

5.4 Any person signing this Agreement represents that he/she has full power and authority to do so, and that his/her signature is legally sufficient to bind the Party on whose behalf he/she is signing.

5.5 This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any prior understanding between the Parties, except as set forth herein, whether written or oral. This Agreement can be amended only in writing signed by the Parties.

5.6 Time is of the essence of this Agreement.

5.7 Each Party agrees to perform any further acts and to execute and deliver any documents, which may be reasonably necessary to carry out the provisions of this Agreement.

5.8 The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question.

5.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to another counterpart identical thereto, except for having additional signature pages executed by another Party to this Agreement attached thereto.

5.10 This Agreement is made solely for the benefit of the Parties hereto and respective successors and assigns. No other person or entity may have or acquire any right by virtue of this Agreement.

## **Article 6**

### **Notices and Requests**

6.1 All notices and requests required and allowed under the terms of this Agreement may be given in the following manner:

6.2 Notices and requests shall be in writing and shall be mailed first class postage paid to the Parties at the following addresses:

MWD  
General Manager  
The Metropolitan Water District of Southern California  
P.O. Box 54153  
Los Angeles, California 90054-0153  
Fax: (213) 217-6655

CRCN  
Executive Director  
Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101  
Fax: 702-486-2695

SNWA  
General Manager  
Southern Nevada Water Authority  
1001 S. Valley View Boulevard  
Las Vegas, Nevada 89153  
Fax: 702-822-8429

6.3 Any Party may, at any time, change its mailing address by notice to the other Parties.

6.4 Notices and requests may be given by facsimile and shall be deemed complete upon a receipt from sender's facsimile machine indicating that the transmission was satisfactorily completed and after phone communication with administrative offices of the recipient notifying the recipient that a facsimile has been sent.

///

///

In Witness of this Agreement, the Parties affix their official signatures below, acknowledging execution of this document.

ATTEST:

COLORADO RIVER COMMISSION  
OF NEVADA

By: \_\_\_\_\_  
Jayne Harkins, Executive Director

By: \_\_\_\_\_  
George F. Ogilvie III, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jennifer T. Crandell  
Senior Deputy Attorney General

Date: \_\_\_\_\_

ATTEST:

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Executive Secretary

By: \_\_\_\_\_  
Jeffrey Kightlinger, General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Joseph Vanderhorst  
Chief Deputy General Counsel

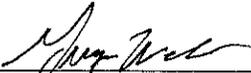
Date: \_\_\_\_\_

SOUTHERN NEVADA WATER  
AUTHORITY

By: \_\_\_\_\_  
Patricia Mulroy, General Manager

Date: \_\_\_\_\_

Approved as to form:

By:  \_\_\_\_\_  
Gregory J. Walch, General Counsel

Date: 9/10/12

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**  
September 20, 2012

<b>Subject:</b> Grant of Easement	<b>Director's Backup</b>
<b>Petitioner:</b> John J. Entsminger, Senior Deputy General Manager	
<b>Recommendations:</b> That the Board of Directors approve and authorize the General Manager, or her designee, to sign a utility easement authorizing Nevada Bell Telephone Company d/b/a AT&T Nevada, a Nevada Corporation, to install communication facilities benefitting the Authority's Northern Resource properties.	

**Fiscal Impact:**

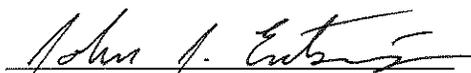
None by the approval of the above recommendation.

**Background:**

The Authority owns approximately 24,000 acres of real property in northeastern Nevada. Existing communication capabilities at those properties are inadequate to provide efficient service. If approved, the attached easement will authorize AT&T of Nevada to install communication facilities on Authority property, located as generally shown on Attachment A. These communication facilities will improve intranet and telecommunications services to the Authority's Northern Resource properties and provide a general benefit to other non-Authority owned properties in the area.

This action is authorized pursuant to Section 6(f) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this easement.

Respectfully submitted:

  
Patricia Mulroy, General Manager  
PM:JJE:ZLM:LLM:KL:mhy:nh  
Attachments

FOR

AGENDA  
ITEM #

7

APN: 010-130-02

AT&T Nevada  
745 W. Moana Lane, Room 220B  
P.O. Box 11010  
Reno, Nevada 89520

Mail tax statement to:  
N/A

S12, T19N, R66E CANE REPEATER  
Job No. 8381826

**SOUTHERN NEVADA WATER AUTHORITY**  
**EASEMENT**

THIS GRANT OF EASEMENT "EASEMENT", made and entered into by and between SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, hereinafter referred to as GRANTOR(s), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States and other valuable consideration to it in hand paid by the GRANTEE(S), whereof is hereby acknowledged, does by these presents GRANT and CONVEY to NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA, a Nevada Corporation "GRANTEE(S)", its successors and assigns, the right from time to time to construct, place, inspect, maintain, replace and remove communication facilities consisting of aerial and underground wires, cables and other electrical conductors with associated poles, crossarms, braces, anchors, guys, fixtures, conduits, pipes, manholes service boxes, markers, risers, pedestals, terminal equipment cabinets and necessary fixtures and appurtenances, together with a non-exclusive easement, therefore and the right of ingress and egress, over, on, above, across and under that certain parcel of land in the County of White Pine, State of Nevada:

**See Exhibit A, pages 1 through 2 and Exhibit A-1, pages 1 through 6,  
attached hereto and made a part hereof.**

The GRANTOR(s), its successors and assigns agree that:

APN: 010-130-02

1. GRANTOR(s) also grants to GRANTEE(s) the right to trim such tree foliage and to cut such limb roots on said property as may be necessary for the protection of said facilities.
2. GRANTOR(s) also grant to GRANTEE(s) the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as GRANTEE(s) may elect for the protection of such facilities, with prior written approval from GRANTOR(s). Approval will not be unreasonably withheld.
3. GRANTEE(s) shall have the right to install and maintain utility lines serving the easement area and improve the present utilities on the property, all at GRANTEE(s)'s expense. Location of utility installation must be approved in writing by GRANTOR(s), prior to installation. GRANTOR(s) agrees to use reasonable efforts in assisting GRANTEE(s) to acquire necessary utility service including granting utility licenses or easements, when required. GRANTEE(s) shall install separate meters for utilities on property used by GRANTEE(s). GRANTEE(s) will pay all charges for utilities serving the easement area.
4. GRANTEE(s) agrees if and when EASEMENT is no longer needed for the purposes stated herein, this EASEMENT shall terminate after GRANTOR(s) requests and GRANTEE(s) executes and records a written relinquishment of the EASEMENT. GRANTEE(s) shall restore premises to its original condition.
5. GRANTEE(s) warrants to GRANTOR(s) that equipment installed within the easement described in Exhibits A and A-1 will be used solely by GRANTEE(s) for general communication purposes and not for cellular telephone service by use of personal wireless service facilities".
6. GRANTEE(s) access to said property will be on existing roads as depicted on Exhibit A-1.
7. GRANTEE(s) shall be responsible for damage caused intentionally or by any negligent act or omission of GRANTEE(s), its agents or employees while exercising the rights granted herein.
8. GRANTEE(s) shall indemnify and hold GRANTOR(s) harmless from and against damage to any property arising out of the installation, maintenance and repair of GRANTEE(s) facilities in said EASEMENT, except where such damage is caused by

APN: 010-130-02

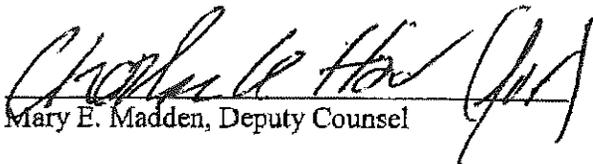
the active negligence or willful misconduct of GRANTOR(s), or GRANTOR(s) agents or employees.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**DO NOT MARK OUTSIDE THIS BOX**

APPROVED AS TO FORM:

  
Mary E. Madden, Deputy Counsel

SOUTHERN NEVADA WATER AUTHORITY

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

State of Nevada     )  
                                  ) ss  
County of Clark     )

On \_\_\_\_\_, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal/Stamp

**EXHIBIT "F"**  
**LEGAL DESCRIPTION**  
**EASEMENT AREA**  
**(CANE REPEATER)**

All that certain real property located within a portion of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 19 North, Range 66 East, Mount Diablo Meridian, White Pine County, Nevada and more particularly described as follows:

**EASEMENT "1", 20'X20' AREA:**

**COMMENCING** at the Southwest Section Corner for Section 12, Township 19 North, Range 66 East, M.D.M., being a 5/8" Rebar & 3" Aluminum Cap marked Section Corner 11,12,13,14 PLS 9392, as shown on Record of Survey Map No. 733, Recorded in the Official Records of White Pine County, Nevada, September 05, 2002;

**THENCE** along the West Section Line of said Section 12, North  $00^{\circ}42'15''$  West a distance of 1342.99 feet;

**THENCE** departing said West Section Line and along the North Line of the SW 1/4 of the SW 1/4 of said Section 12, North  $88^{\circ}15'24''$  East a distance of 1325.34 feet, to a T-Post as shown on said Record of Survey Map, being the NE Corner of said SW 1/4 of the SW 1/4 of said Section 12;

**THENCE** departing said Corner and along the South Line of the NE 1/4 of the SW 1/4 of said Section 12, North  $88^{\circ}15'24''$  East a distance of 848.38 feet;

**THENCE** departing said line, North  $01^{\circ}44'32''$  West a distance of 93.81 feet, to **THE POINT OF BEGINNING**;

**THENCE** North  $35^{\circ}07'16''$  West a distance of 20.00 feet;

**THENCE** North  $54^{\circ}52'44''$  East a distance of 20.00 feet;

**THENCE** South  $35^{\circ}07'16''$  East a distance of 20.00 feet;

**THENCE** South  $54^{\circ}52'44''$  West a distance of 20.00 feet, to **THE POINT OF BEGINNING**.

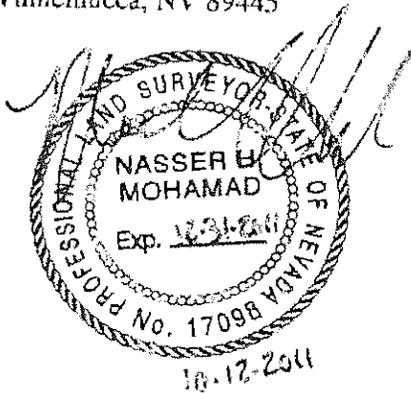
Containing 400 square feet of land more or less.

*See Exhibit "F-1", map to accompany description, attached hereto and made a part hereof.*

**EXHIBIT "F"**  
**LEGAL DESCRIPTION**  
**EASEMENT AREA**  
**(CANE REPEATER)**  
**(continued)**

Basis of Bearings is Nevada State Plane Coordinate System, East Zone 2701, North American Datum of 1983, (NAD 83) (EPOCH 2002.00), as determined using Real Time Kinematic (RTK) GPS Observations. Dimensions shown are ground distances. Combined Grid-to-Ground Factor = 1.000255870

Prepared by:  
Humboldt Land Surveying  
(775) 750-4525  
4630 Beatrice Ln,  
Winnemucca, NV 89445

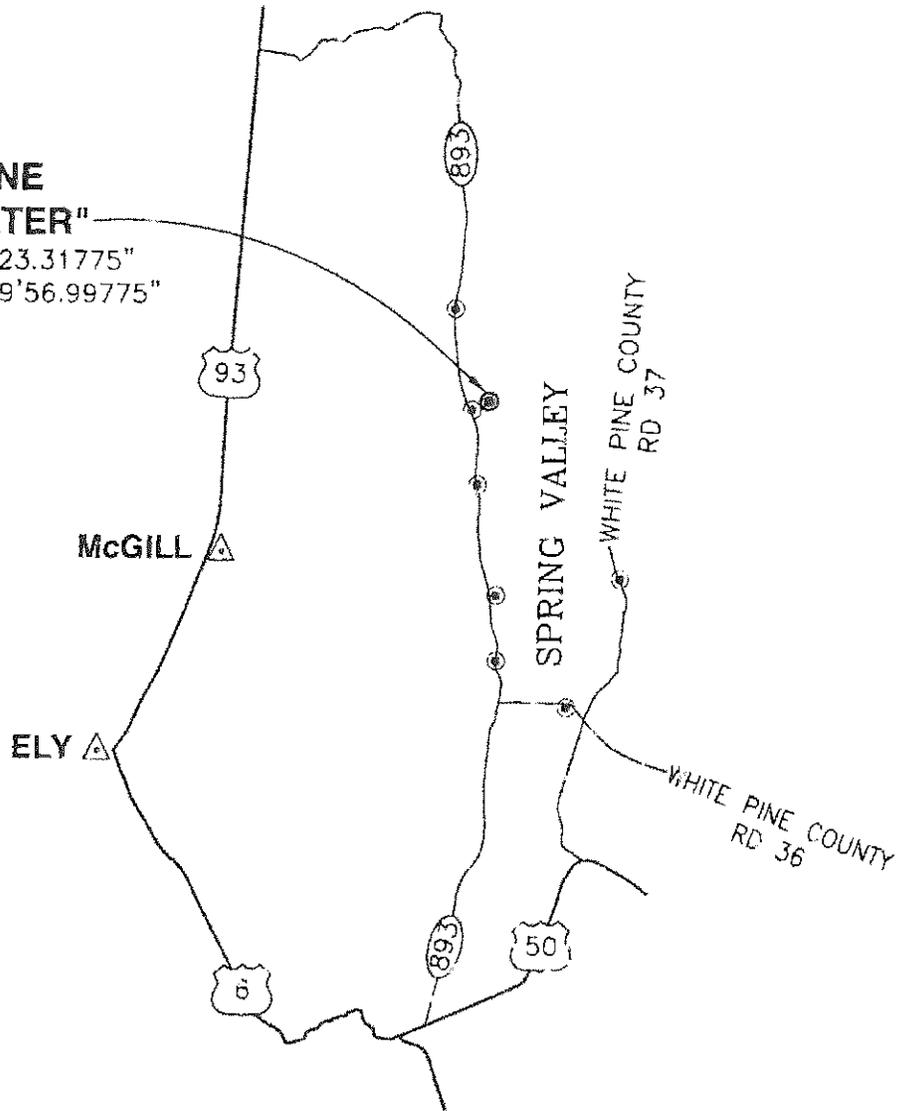


\_\_\_\_\_  
Nasser H. Mohamad  
P.L.S. 17098

**EXHIBIT "F-1" MAP TO ACCOMPANY DESCRIPTION**

SITUATE WITHIN A PORTION OF THE NE 1/4 OF THE SW 1/4  
OF SECTION 12, T. 19 N., R 66 E., M.D.M.  
SPRING VALLEY, WHITE PINE COUNTY, NEVADA  
**"CANE REPEATER"**

**"CANE REPEATER"**  
LAT: N 39°31'23.31775"  
LON: W 114°29'56.99775"



T. 19 N., R. 66 E., M.D.M.

10-10-2011



VICINITY MAP  
N.T.S.

**SHEET 1 OF 6**



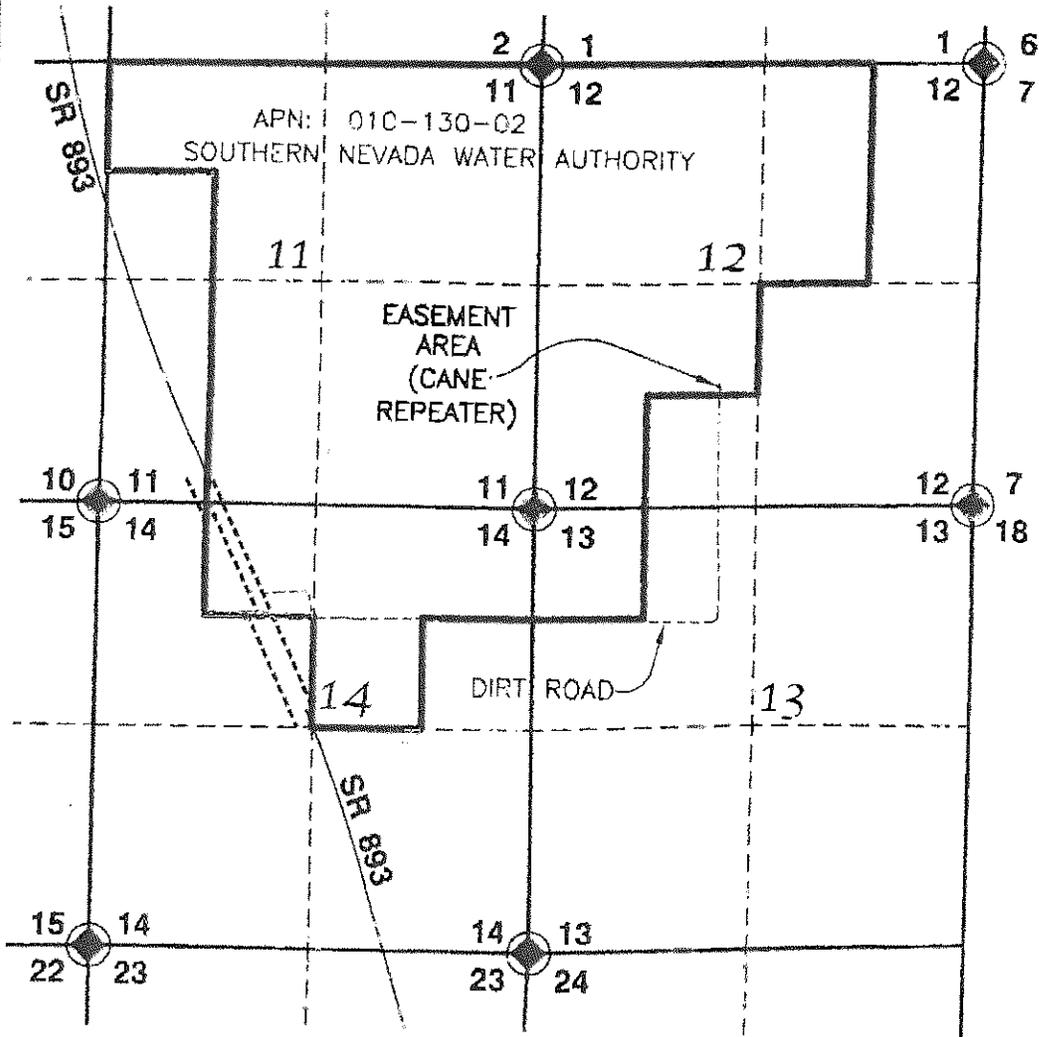
**HUMBOLDT  
LAND SURVEYING**

land services • NEVADA •

4630 BEATRICE LN. WINNEMUCCA, NEVADA 89445

TEL: (775) 750-4525

**EXHIBIT "F-1" MAP TO ACCOMPANY DESCRIPTION**  
 SITUATE WITHIN A PORTION OF THE NE 1/4 OF THE SW 1/4  
 OF SECTION 12, T. 19 N., R. 66 E., M.D.M.  
 SPRING VALLEY, WHITE PINE COUNTY, NEVADA  
**"CANE REPEATER"**



T. 19 N., R. 66 E., M.D.M.

10-10-2011



VICINITY MAP  
 N.T.S.

**SHEET 2 OF 6**



**HUMBOLDT  
 LAND SURVEYING**

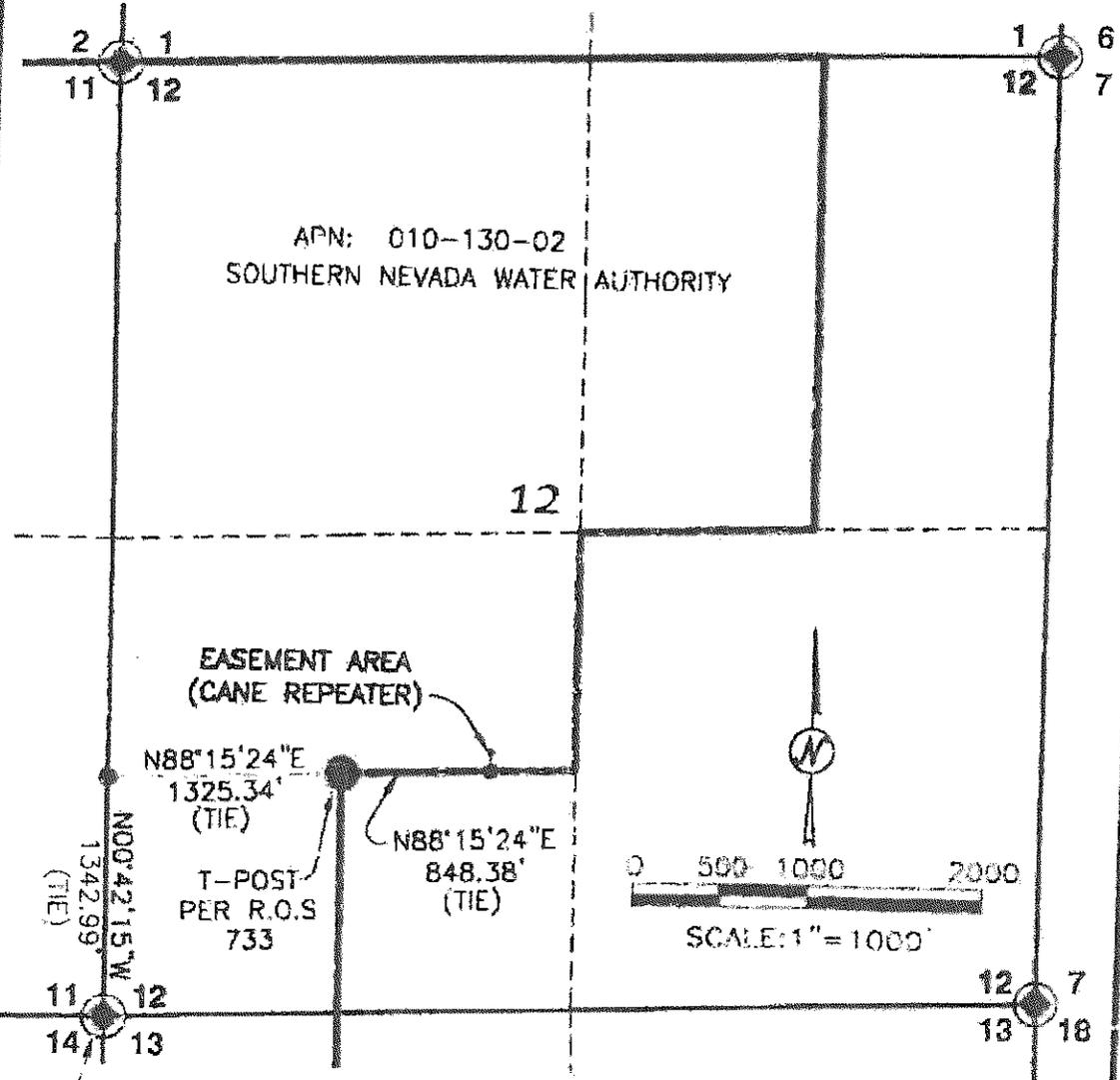
land services • NEVADA •

4670 BEATRICE LN. WINNEMUCCA, NEVADA 89445

TEL: (775) 750-4525

**EXHIBIT "F-1" MAP TO ACCOMPANY DESCRIPTION**

SITUATE WITHIN A PORTION OF THE NE 1/4 OF THE SW 1/4  
 OF SECTION 12, T. 19 N., R 66 E., M.D.M.  
 SPRING VALLEY, WHITE PINE COUNTY, NEVADA  
**"CANE REPEATER"**



APN: 010-130-02  
 SOUTHERN NEVADA WATER AUTHORITY

12

EASEMENT AREA  
 (CANE REPEATER)

N88°15'24"E  
 1325.34'  
 (TIE)

N88°15'24"E  
 848.38'  
 (TIE)

T-POST  
 PER R.O.S  
 733

N00°42'15"W  
 1342.99'  
 (TIE)



0 500 1000 2000

SCALE: 1" = 1000'

P.G.C.  
 5/8" REBAR &  
 ALCAP, MARKED  
 SECTION CORNER,  
 PLS 9392

T. 19 N., R. 66 E., M.D.M.

10-10-2011



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 TEL: (775) 750-4525

SHEET 3 OF 6

**EXHIBIT "F-1" MAP TO ACCOMPANY DESCRIPTION**

SITUATE WITHIN A PORTION OF THE NE 1/4 OF THE SW 1/4  
OF SECTION 12, T. 19 N., R 66 E., M.D.M.  
SPRING VALLEY, WHITE PINE COUNTY, NEVADA

**"CANE REPEATER"**

LATITUDE: N 39°31'23.31775"  
LONGITUDE: W 114°29'56.99775"  
(CENTER OF 20'X20' EASEMENT)

20'X20'  
EASEMENT  
AREA  
(1)

NE 1/4 SW 1/4  
SEC. 12

BARB WIRE  
FENCE

DIRT ROAD

APN: 010-130-02  
SOUTHERN NEVADA WATER AUTHORITY

SOUTHERLY BOUNDARY LINE

T. 19 N., R. 66 E., M.D.M.

10-10-2011



**HUMBOLDT  
LAND SURVEYING**

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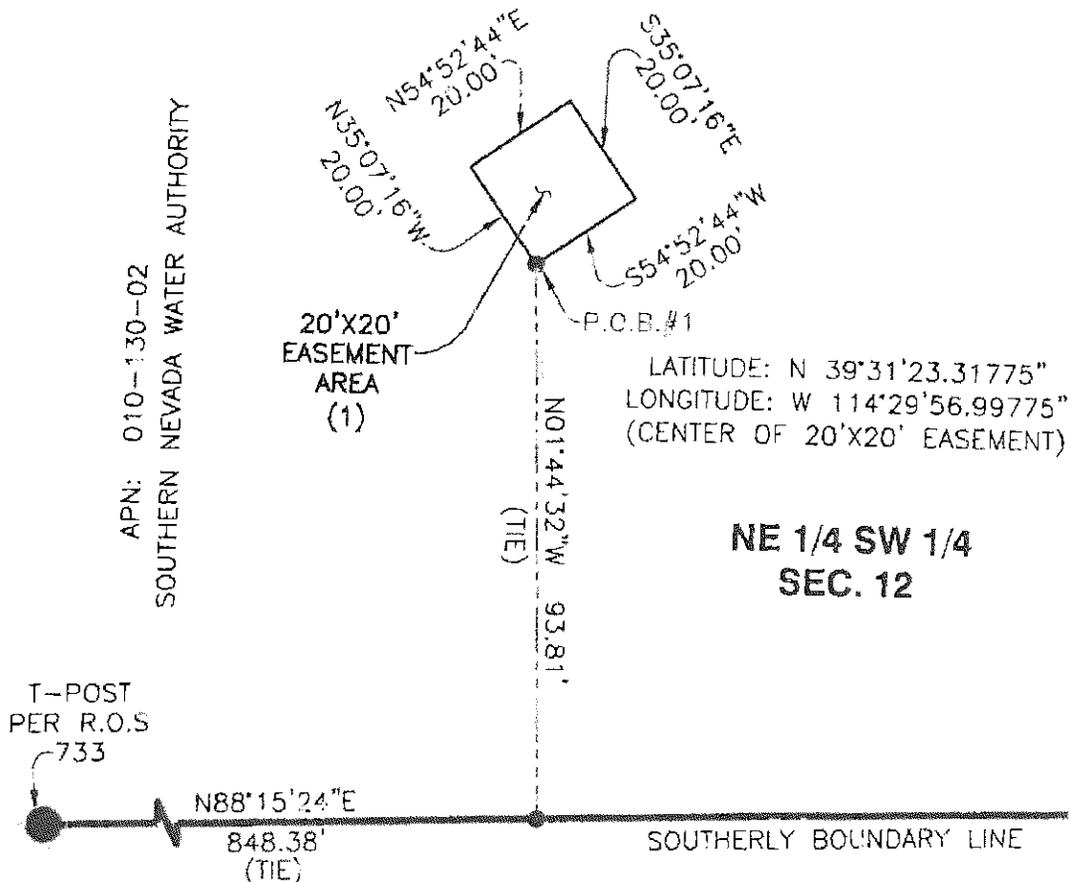
4630 BEATRICE LN. WINNEMOCCA, NEVADA 89445

TEL: (775) 750-4525

SHEET 4 OF 6

**EXHIBIT "F-1" MAP TO ACCOMPANY DESCRIPTION**

SITUATE WITHIN A PORTION OF THE NE 1/4 OF THE SW 1/4  
OF SECTION 12, T. 19 N., R 66 E., M.D.M.  
SPRING VALLEY, WHITE PINE COUNTY, NEVADA  
**"CANE REPEATER"**



T. 19 N., R. 66 E., M.D.M. 10-10-2011



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TEL: (775) 750-4525

**EXHIBIT "F-1" MAP TO ACCOMPANY DESCRIPTION**

SITUATE WITHIN A PORTION OF THE NE 1/4 OF THE SW 1/4  
OF SECTION 12, T. 19 N., R 66 E., M.D.M.  
SPRING VALLEY, WHITE PINE COUNTY, NEVADA

**"CANE REPEATER"**

LATITUDE: N 39°31'23.31775"  
LONGITUDE: W 114°29'56.99775"  
(CENTER OF 20'X20' EASEMENT)

**LEGEND:**

●	DIMENSION POINT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
○ MWP	MOUNT WHEELER POWER POLE
● ◊	SECTION OR QUARTER CORNER
—————	SECTION LINE
- - - - -	QUARTER LINE
- - - - -	LOT LINE
—————	BONDARY
—————	SUBJECT EASEMENT AREA (1)
—————	SUBJECT EASEMENT AREA (2)
- - - - -	TIE
- - - - -	DIRT ROAD
- - - - -	EDGE OF ASPHALT
- - - - -	FENCE
- - - - - E	OVERHEAD POWER

T. 19 N., R. 66 E., M.D.M.

10-10-2011



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TEL: (775) 750-4525

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
<b>Corporate/Business Entity Name:</b>		Nevada Bell Telephone Company			
<b>(Include d.b.a., if applicable)</b>		AT&T Nevada			
<b>Street Address:</b>		745 W Moana Ln	<b>Website:</b> www.att.com		
<b>City, State and Zip Code:</b>		Reno, NV 89502	<b>POC Name and Email:</b>		
<b>Telephone No:</b>		775-448-9300	<b>Fax No:</b> 775-827-2181		
<b>Local Street Address:</b>			<b>Website:</b>		
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>		
<b>Local Telephone No:</b>			<b>Local POC Name Email:</b>		
<b>Number of Clark County, Nevada Residents Employed:</b>					

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).

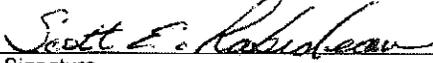
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
see attachment		

***This section is not required for publicly-traded corporations.***

- 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     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.)
- 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     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.

  
 Signature  
**AREA MGR. - OSP ENGR**  
 Title

**SCOTT E. RABIDEAU**  
 Print Name  
 Date 8/6/2012

## 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			

“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:

FOR  ISHARI  
 Signature  
 Leanne L. Miller, Project Manager  
 Print Name  
 Authorized Department Representative

## AT&T Inc. Board of Directors

### Randall L. Stephenson, 51 <sup>(4)</sup>



Chairman of the Board,  
Chief Executive Officer and President  
AT&T Inc.  
Dallas, Texas

Director since 2005

Background: Telecommunications

### Jaime Chico Pardo, 62 <sup>(4,2)</sup>



President and Chief Executive Officer  
ENESA

Director since 2008

Background: Telecommunications,  
banking

### John B. McCoy, 68 <sup>(3,4,5,6)</sup>



Retired Chairman and  
Chief Executive Officer

Bank One Corporation  
Director since 1999

Ameritech Director 1991–1999

Background: Banking

### James H. Blanchard, 70 <sup>(2,4,5)</sup>



**Lead Director**

Chairman of the Board  
and Partner

Jordan-Blanchard Capital, LLC

Director since 2006

BellSouth Corporation Director 1994–2006

BellSouth Telecommunications

Director 1988–1994

Background: Financial services

### James P. Kelly, 68 <sup>(1,3)</sup>



Retired Chairman of the Board  
and Chief Executive Officer

United Parcel Service, Inc.

Director since 2006

BellSouth Corporation Director 2000–2006

Background: Air delivery and freight services

### Joyce M. Roché, 64 <sup>(3,7)</sup>



Retired President and  
Chief Executive Officer

Girls Incorporated

Director since 1998

Southern New England Telecommunications

Director 1997–1998

Background: Marketing

### Jon C. Madonna, 68 <sup>(2,2,4)</sup>



Retired Chairman and  
Chief Executive Officer

KPMG

Director since 2005

AT&T Corp. Director 2002–2005

Background: Public accounting

### Matthew K. Rose, 52 <sup>(6,7)</sup>



Chairman and Chief Executive Officer  
Burlington Northern Santa Fe, LLC

Director since 2010

Background: Freight transport

### Gilbert F. Amelio, Ph.D., 69 <sup>(4,6,7)</sup>



Former Senior Partner  
Sienna Ventures

Director since 2001

Advisory Director 1997–2001

Pacific Telesis Director 1995–1997

Background: Technology, electronics engineering

### Lynn M. Martin,\* 72 <sup>(1,4,5)</sup>



President

The Martin Hall Group, LLC

Director since 1999

Ameritech Director 1993–1999

Background: Consulting, former

Congresswoman and Secretary of Labor

### Laura D'Andrea Tyson, Ph.D., 64 <sup>(1,2,5)</sup>



S. K. and Angela Chan Professor of  
Global Management

Haas School of Business

University of California at Berkeley

Director since 1999

Ameritech Director 1997–1999

Background: Economics, education

### Reuben V. Anderson, 69 <sup>(4,5,7)</sup>



Senior Partner

Phelps Dunbar, LLP

Director since 2006

BellSouth Corporation

Director 1994–2006

Background: Law

#### Committees of the Board:

- (1) Audit
- (2) Corporate Development
- (3) Corporate Governance and Nominating
- (4) Executive
- (5) Finance/Pension
- (6) Human Resources
- (7) Public Policy

(Information is provided  
as of March 12, 2012.)

\*Retiring April 27, 2012.

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Southern Nevada Water Authority ("SNWA") in determining whether members of the Board of Directors of the SNWA should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the SNWA. Failure to submit the requested information may result in a refusal by the SNWA to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** – Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This may be needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are an SNWA full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to an SNWA full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently an SNWA employee, public officer or official, or has a second degree of consanguinity or affinity relationship to an SNWA employee, public officer or official, this section must be completed in its entirety.

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**  
September 20, 2012

<b>Subject:</b> Citizens Advisory Committee	<b>Director's Backup</b>
<b>Petitioner:</b> John J. Entsminger, Senior Deputy General Manager	
<b>Recommendations:</b> That the Board of Directors make an appointment to fill a vacancy on the Integrated Resource Planning Advisory Committee.	

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On April 19, 2012, the Board of Directors approved an integrated resource planning process to evaluate current and long-term Authority initiatives including resource development and management, construction and maintenance of facilities, funding, planning, conservation and water quality. To support this effort, the Board established the Integrated Resource Planning Advisory Committee (IRPAC) to discuss these issues comprehensively and ultimately make recommendations to the Board.

On May 17, 2012, the Board appointed 21 members to the committee, representing a broad spectrum of community interests. Since then, external commitments have necessitated the replacement of one member representing Southern Nevada's education sector.

At this time, the Board is being asked to appoint a new committee member to represent the community's educational interests on the Integrated Resource Planning Advisory Committee.

This action is authorized by Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:

  
Patricia Mulroy, General Manager  
PM:JJE:PDS:JAW:AMB:KH

FDR

AGENDA  
ITEM #

8

**SOUTHERN NEVADA WATER AUTHORITY**  
**BOARD OF DIRECTORS**  
**AGENDA ITEM**  
September 20, 2012

<b>Subject:</b> Update on Water Resources	<b>Director's Backup</b>
<b>Petitioner:</b> Patricia Mulroy, General Manager	
<b>Recommendations:</b> 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:**

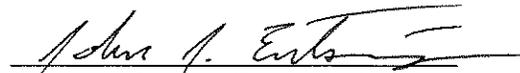
The Colorado River Basin has been experiencing a severe drought which began in 2000. The severity of these conditions has become increasingly evident in lake levels along the lower Colorado River Basin, where major reservoirs such as Lake Powell and Lake Mead are experiencing some of the lowest water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

FOR   
Patricia Mulroy, General Manager  
PM:JJE:td

AGENDA ITEM #	9
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