



A G E N D A

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – MARCH 21, 2013

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

SOUTHERN NEVADA
WATER AUTHORITY

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

*Patricia Mulroy,
General Manager*

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.

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

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

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

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

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

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

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

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

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

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

CALL TO ORDER

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: This is a period devoted to comments by the general public pertaining to items on this agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. 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 February 21, 2013.
2. *For Possible Action:* Approve an intergovernmental agreement between the Regional Municipality of Halton and the Authority for a joint study on bromate formation within a water treatment system, and accept funds for this research work.
3. *For Possible Action:* Approve an agreement between Clarkson University and the Authority for a U.S. Environmental Protection Agency-awarded project on a drinking-water treatment technology for small systems, and accept funds for this research work.
4. *For Possible Action:* Make appointments to the Advisory Committee for Groundwater Management in the Las Vegas Valley Groundwater Basin.

5. *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, the development of in-state water resources, and the status of the third intake project.

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 and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. 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
for Southern Nevada Water Authority Agenda Postings and Approved Minutes

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
FEBRUARY 21, 2013
MINUTES**

CALL TO ORDER 9:00 a.m., SNWA Board Chambers, Southern Nevada Water Authority
100 City Parkway, Seventh Floor, Las Vegas, Nevada

BOARD MEMBERS PRESENT Shari Buck, Chair
Mary Beth Scow, Vice Chair
Sam Bateman
Susan Brager
Bob Coffin
Duncan McCoy
Steve Sisolak

BOARD MEMBERS ABSENT None

STAFF PRESENT Pat Mulroy, Greg Walch, John Entsminger, Ron Zegers, Phil Speight, Marc Jensen

OTHERS PRESENT

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

Duncan McCoy chaired the meeting.

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling, Las Vegas, noted the previous meeting minutes did not entirely capture his comments, and requested the minutes be amended to include a more verbatim summary of his comments.

Chairman Buck noted that the minutes are only a summary of comments, not transcripts, and noted the Authority would be able to provide the meeting's audio if requested. Director Sisolak suggested submitting comments in writing so they can be included as part of the public record.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Coffin to approve the agenda for this meeting and the minutes of the regular meeting of January 17, 2013. The motion was approved.

2. Approve a subgrant agreement between the Nevada Division of Environmental Protection and the Authority to accept grant funding in the amount of \$40,500 for regional water quality objectives and related public outreach initiatives.

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

3. Approve the Renewal of Service Agreement for Long-Term, Firm Point-To-Point Transmission Service between Nevada Power Company, doing business as NV Energy, and the Authority to allow for transmission capacity from the Silverhawk Generating Station through the Harry Allen Substation to the Mead Substation for an additional five years.

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

4. **Approve a professional services agreement between Laguna Productions and the Authority to film, produce, edit, and distribute the monthly *Water Ways* television show for an annual amount not to exceed \$145,000 with the option to renew for five one-year periods at the same compensation level.**

Director Sisolak acknowledged that he appreciated awarding the bid to a local company.

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

5. **Adopt the amended Las Vegas Wash Capital Improvements Plan dated February 21, 2013.**

John Entsminger reported that the 2013 plan represents nearly an \$8 million decrease from the previous plan. Vice Chair Scow acknowledged the efforts being made to improve the Wash. Ms. Mulroy noted that the program will conclude once all the weirs are completed; maintenance of the weirs will subsequently be turned over to Clark County. Ms. Mulroy noted that six more weirs need to be completed until the transfer of facilities can take place.

Director Coffin asked about the previous meeting's eminent domain agenda item that related to a parcel located near the Las Vegas Wash. Greg Walch, SNWA General Counsel, replied that the action has been filed to move forward with the process, but the filing will not delay weir construction activities.

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

6. **Make an appointment to fill a vacancy on the Integrated Resource Planning Advisory Committee.**

The Integrated Resource Planning Advisory Committee's labor representative, D. Taylor of the Culinary Union, had to resign due to scheduling conflicts. The Culinary Union's new Secretary-Treasurer recommended that Yvanna Cancela fill that vacancy.

FINAL ACTION: A motion was made by Director Sisolak to appoint Ms. Yvanna Cancela to fill the vacancy. The motion was approved.

7. **Discuss the Authority's regular Board meeting schedule, and take action as appropriate.**

Ms. Mulroy noted that staff will be able to accommodate an every-other-month board meeting schedule, should the Board move to do so. Ms. Mulroy recommended moving the meetings to odd-numbered months with one exception being the Authority's Budget Workshop held in April. She suggested reserving April's regular board meeting date and time for the Budget Workshop to avoid scheduling a separate meeting. Therefore, the proposed meeting months would be January, March, April (Budget Workshop), May, July, September and November. She also reminded the Board that there may be times in the future when a special meeting is necessary to handle immediate business.

The Board discussed the advantages and disadvantages of meeting less frequently. Director Brager noted that meeting less frequently would make better use of the Board and public's time, noting that some meetings last only ten to fifteen minutes. In addition, there are costs associated with preparing board materials and holding meetings. Board members acknowledged that special meetings may arise and will continue to hold the dates on their calendars.

FINAL ACTION: A motion was made by Director Brager to move to an every-other-month meeting schedule on the odd months with April's regular board meeting date held as a Budget Workshop, effective immediately. The motion was approved.

8. **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, the development of in-state water resources, and the status of the third intake project.**

John Entsminger, Senior 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 Brager asked if the Authority participates in any cloud seeding activities. Ms. Mulroy noted the Authority's partnership with the Desert Research Institute for cloud seeding activities within the state and other large municipal water agencies for Colorado River basin-wide seeding activities. Director Brager asked if there are ongoing

monitoring activities to track the effectiveness of the science. Ms. Mulroy reported that representatives from the Desert Research Institute gave a presentation to the Board in November with that type of information, and offered to meet with her to bring her up to date.

Director Sisolak referenced a constituent who discussed flood irrigation in Mexico, and suggested participating in discussions with the country to reduce inefficient watering practices in exchange for water. Ms. Mulroy noted Mexico Minute 319, approved November 2012, speaks to that issue, and puts in place a mechanism for the countries to participate in water conservation activities in exchange for water. Mr. Entsminger noted that the Minute is not the end of SNWA's efforts with Mexico, but only the beginning and discussed other opportunities in Mexico to implement water efficiencies to preserve Colorado River supplies. Director Sisolak acknowledged the efforts underway and noted that he wants to continue to explore opportunities.

Director Brager asked about the details of the Mexico Treaty; Ms. Mulroy outlined its general parameters including Mexico's allocation.

Marc Jensen provided the Board with an update on Intake No. 3. He reported that grouting efforts have been successful, and have allowed the contractor to depressurize the area in front of the tunnel boring machine. Efforts to replace the worn cutter discs are underway. Work continues on the connector tunnel; connection on the north end of the tunnel is complete.

NO ACTION REQUIRED

Public Comment

Ed Uehling, Las Vegas, noted that he could not find the previous SNWA Board meetings' audio on the website. He also discussed Ms. Mulroy's international travel, noting specifically a trip to Israel. He noted concerns about the information provided to the Integrated Resource Planning Advisory Committee and SNWA spending.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:43 a.m.

APPROVED:

Shari Buck, Chair

Patricia Mulroy, General Manager

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

Update on Drought Conditions and Water Use
 February 21, 2013

Drought Monitor

Legend:
 D0 Slightly Dry
 D1 Drought - Moderate
 D2 Drought - Severe
 D3 Drought - Extreme
 D4 Drought - Catastrophic

D0: 1-2 days of below-normal precipitation
 D1: 3-7 days of below-normal precipitation
 D2: 8-14 days of below-normal precipitation
 D3: 15-30 days of below-normal precipitation
 D4: 30+ days of below-normal precipitation

The Drought Monitor focuses on observable conditions. It does not include a long-term forecast. See accompanying text summary by Area Office staff.
 Released Thursday, February 14, 2013
 Author: Michael Brevett, Lave-Brusa, NOAA/NCEP/NCDC
<http://droughtmonitor.unl.edu/>

Seasonal Drought Outlook

(Valid February - April, 2013)

KEY:
 Drought to persist or intensify
 Drought ongoing, some improvement
 Drought likely to improve, impacts ease
 Drought development likely

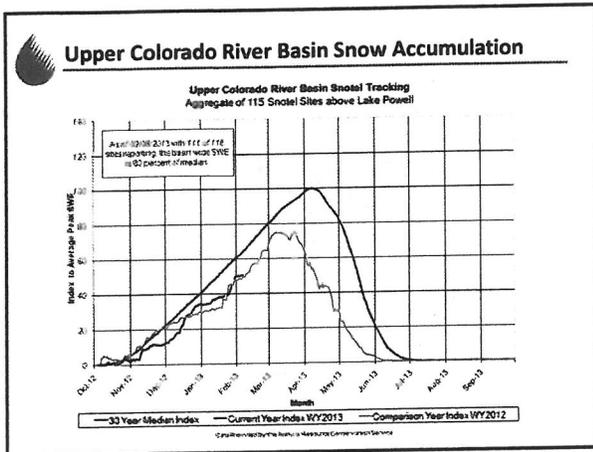
Sources: National Oceanic Atmospheric Administration and the U.S. Department of Commerce

Colorado River Basin Conditions

Seasonal Precipitation, October 2012 - January 2013

- January inflow to Lake Powell: 47% of average
- Snow pack: 83% of average
- Water Year 2013 Precipitation: 78% of average
- Forecasted Water Year 2013 Inflow to Lake Powell: 54% of average

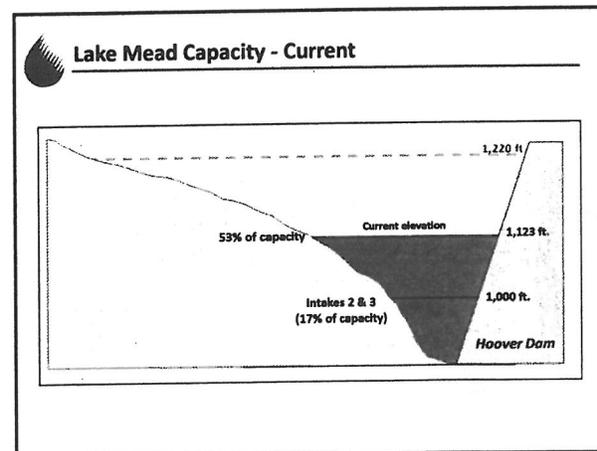
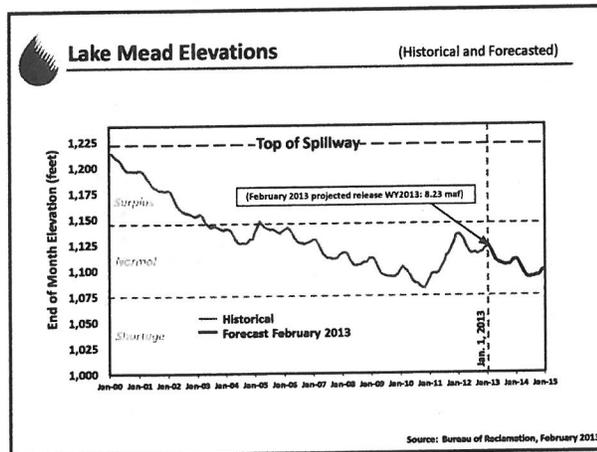
Legend:
 % Average:
 100-120%
 70-100%
 50-70%
 30-50%
 10-30%
 Less than 10%

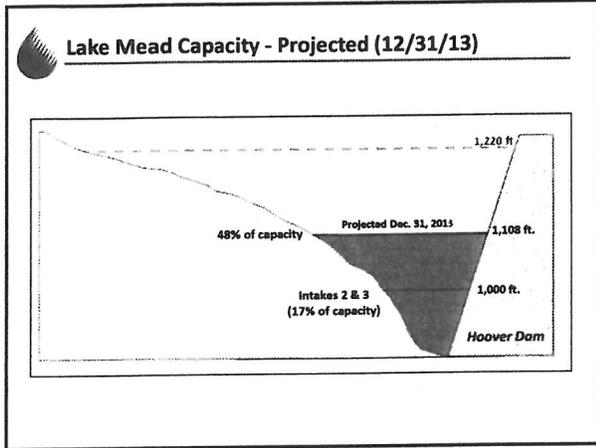


Precipitation and Inflow Forecast – Lake Powell

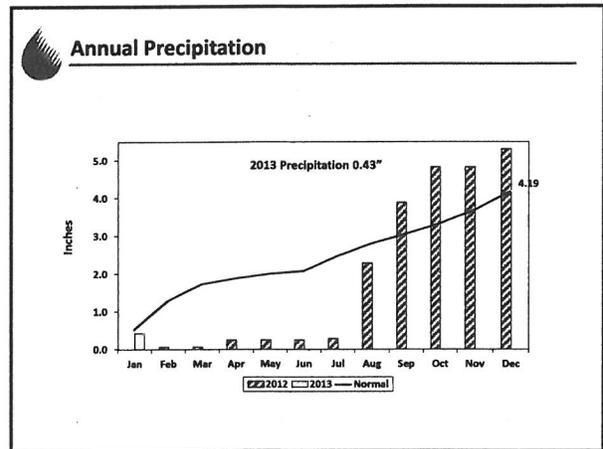
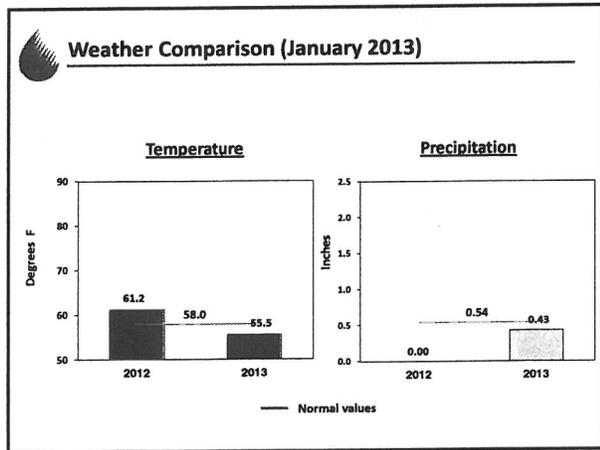
2012 Water Year			2013 Water Year	
Month	Actual Precipitation	Inflows Forecast	Actual Precipitation	Inflows Forecast
Jan	75%	79%	72%	61%
Feb	84%	78%	78%	54%
Mar	86%	80%		
Apr	78%	63%		
May	74%	51%		
Jun	71%	47%		
Jul	71%	46%		
Aug	74%	48%		
Sept	74%	46%		
Actual	74%	45%		

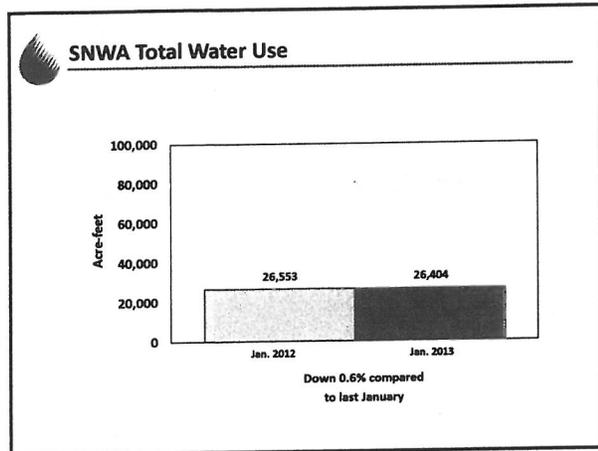
Source: Bureau of Reclamation, Lower Colorado Water Supply Reports





SNWA Water Use





Questions?

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2013

Subject: Agreement	Director's Backup
Petitioner: Ronald E. Zegers, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve an intergovernmental agreement between the Regional Municipality of Halton and the Authority for a joint study on bromate formation within a water treatment system, and accept funds in the amount of \$49,900 for this research work.	

Fiscal Impact:

None by approval of the above recommendation.

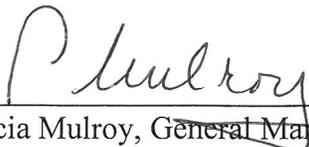
Background:

Bromate is a disinfection byproduct formed during ozone treatment of drinking water. The U.S. Environmental Protection Agency has implemented a maximum contaminant level (10µg/L) to protect public health from this carcinogen. The Authority's Water Quality Research and Development (R&D) Division has comprehensive expertise in the study of bromate in drinking water systems.

Recognizing this issue, the Regional Municipality of Halton, located in Oakville, Ontario, Canada, requested that the Water Quality R&D Division participate in a project to identify the effect of ozone mass transfer methodology on bromate formation within a water treatment system so that control strategies for the full-scale operation can be developed. If approved, the agreement provides that the Authority will accept \$49,900 from the Regional Municipality of Halton to conduct work under the proposal entitled, "*Effect of Ozone Mass Transfer Methods on Bromate Formation.*"

This agreement is being entered into pursuant to NRS 277.110(1) and Section 6(j) 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:REZ:DJR:EW:jf
Attachment

AGENDA ITEM #

2

INTERGOVERNMENTAL AGREEMENT FOR A JOINT STUDY ON EFFECT OF OZONE MASS TRANSFER METHODS ON BROMATE FORMATION

This Agreement is entered into between the Regional Municipality of Halton (“Halton Region”), and Southern Nevada Water Authority (“SNWA”) to participate in a study regarding the effect of ozone mass transfer methods on bromate formation. Collectively, Halton Region and SNWA shall be called the “Parties.”

WHEREAS, Halton Region operates three drinking water facilities located at the City of Burlington (Burlington Water Purification Plant (“BWPP”)), and the City of Oakville which includes the Burloak Water Purification Plant (“BOWPP”), and the Oakville Water Purification Plant (“OWPP”) within the Province of Ontario, Canada.

WHEREAS, Halton Region and SNWA desire to participate in a study to identify the design, operating, or water quality factor(s) creating differences in bromate formation; and

WHEREAS, SNWA has a research and development team equipped with the appropriate instrumentation, skill set and expertise to analyze the information; and

WHEREAS, the proposed study will provide a report containing information to Halton Region and be useful to other utilities with similar treatment systems.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. Scope of Work.

- a. In accordance with the Proposal, attached and incorporated as Exhibit A, Halton Region will:
 - i. Collect raw water samples from BWPP, BOWPP, and OWPP, which will be:
 - a. Collected biweekly for six months;
 - b. Collected from the side stream flow prior to blending, the first chamber of the ozone contactor, and the ozone contactor effluent; and
 - ii. Deliver the water samples to SNWA.
- b. In accordance with the Proposal, SNWA will:
 - i. Retrofit the pilot facilities lab at SNWA to include side stream injection;
 - ii. Perform lab analysis of the samples; and
 - iii. Prepare a document that summarizes the results of the study and identifies areas of interest for further investigation.

2. Compensation. Within 30 days from execution of this Agreement by Halton Region and approved purchasing agreement from Halton Region, Halton Region shall make available the initial sum of Sixteen Thousand Six Hundred Dollars (\$16,600.00USD) to SNWA to

cover the initial costs of this study. An additional Sixteen Thousand Six Hundred Dollars (\$16,600.00USD) to SNWA will be made available after completion of pilot testing. A last installment of Sixteen Thousand Seven Hundred Dollars (\$16,700.00USD) to SNWA will be made available after the final report is received. Total project costs will not exceed Forty-Nine Thousand Nine Hundred Dollars (\$49,900.00) to SNWA to cover the costs of this study

3. Taxes. Any and all taxes to be paid under Canadian law, including but not limited to the Harmonized Sales Tax, shall be borne by Halton Region who takes responsibility for paying all taxes, filing all documents, and submitting any requests for exemption as needed for goods and services received (Value of received report).
4. Effective Date, Terms and Termination. The effective date of this Agreement is the date the Agreement is executed by Halton Region. The term of this Agreement shall be until December 31, 2013, unless terminated or extended in writing. The Agreement may be terminated by either party without cause, upon written notice to the other party. The Agreement will be terminated within 15days upon written notice received.
5. Indemnification. To the extent permitted by Nevada law, SNWA shall indemnify, defend and save harmless Halton Region from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever to the extent that the indemnifying party is legally liable as a result of its negligence and/or the negligent acts of its employees, officers or agents arising from or associated with this Agreement. To the extent permitted by Ontario law, Halton Region shall indemnify, defend and save harmless SNWA from and against all claims, actions, losses, expenses costs or damages of every nature and kind whatsoever to the extent that the indemnifying party is legally liable as a result of its negligence and/or the negligent acts of its employees, officers or agents arising from or associated with this Agreement. These indemnities shall survive the termination of this Agreement.
6. Work Products. All work product generated by SNWA shall be the property of both Parties. Both Parties agree to cooperate fully and make available all data requested by the other party.
7. Amendment. This Agreement shall constitute the entire agreement between the Parties. This Agreement may not be amended except by written instrument by the Parties.
8. Notice and Contact. The parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, properly addressed as follows; or (c) when sent by e-mail. If

notice is provided by e-mail, the notifying party must follow up with a hard copy of the notice sent by United States mail; however, the notice will be effective as of the original e-mail date.

If to SNWA:

David J. Rexing, Mail Stop #1970
PO Box 99954
Las Vegas, NV89193-9954
dave.rexing@lvvwd.com

If to Halton Region:

Bill Mundy C.E.T.
Project Manager III/Optimization Specialist
Halton Region
Water Services, Public Works
1151 Bronte Road
Oakville, ON
L6M 3L1, Canada
bill.mundy@halton.ca

or such other persons or addresses as the parties may have designated in writing.

IN WITNESS WHEREOF, the Parties have duly executed the Agreement as of the date set forth below.

REGIONAL MUNICIPALITY OF HALTON

SOUTHERN NEVADA WATER AUTHORITY

By: Gord Devine

By: _____

Title: Gord Devine,

Title: Patricia Mulroy,
SNWA General Manager

Manager of Water Treatment

DATE: Feb 28/13

DATE: _____

APPROVED AS TO FORM:

By: n/a

Legal Division

APPROVED AS TO FORM:

By: B. O'Connell

Legal Division

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2013

Subject: Agreement	Director's Backup
Petitioner: Ronald E. Zegers, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve an agreement between Clarkson University and the Authority for a U.S. Environmental Protection Agency-awarded project on a drinking-water treatment technology for small systems, and accept funds in the amount of \$88,000 for this research work.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

Water systems serving less than 10,000 people face significant challenges in implementing treatment technologies for removing contaminants and contaminant precursors. These small public treatment systems often have limited economic resources and lack expertise in selecting and operating appropriate treatment technologies. This results in limiting their ability to develop strategies to meet current Safe Water Drinking Act contaminant regulations, and future and pending contaminant standards. Therefore, innovative treatment processes are needed that can be operated under the specific constraints of small systems.

The U.S. Environmental Protection Agency (EPA) has awarded Clarkson University and the Authority, as subrecipient, a project to engineer, develop, and demonstrate an integrated ceramic membrane/plasma oxidation process as an innovative, affordable, sustainable, and effective treatment technology for small treatment systems. If approved, the agreement authorizes the Authority to accept \$88,000 from Clarkson University to conduct work under the EPA project entitled, "*Research and Demonstration of Innovative Drinking Water Treatment Technologies in Small Systems.*"

This agreement is being entered into pursuant to NRS 277.110 and Section 6(j) 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:REZ:DJR:ED:jf
Attachment

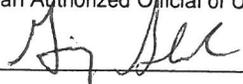
AGENDA ITEM #	3
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Subaward Agreement

Institution/Organization ("University") Name: Clarkson University Address: Division of Research 8 Clarkson Avenue Potsdam, NY 13699-5630		Institution/Organization ("Subrecipient") Name: Southern Nevada Water Authority Address: PO Box 99954 Las Vegas, NV 89193-9954 EIN No.: 880278492	
Prime Award No.: 83533201		Subaward No.: 375-32241-1	
Awarding Agency: EPA		CFDA No.: 66.509	
Invoice Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other:		Cost Sharing Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description and dollar value of contribution: \$32,299.00	
Subaward Period of Performance: 08/16/2012-08/15/2016	Estimated Project Period (If incrementally funded):	Amount Funded this Action: \$88,000.00	Est. Total (if incrementally funded):
Project Title: Research and Demonstration of Innovative Drinking Water Treatment Technologies in Small Systems			
Reporting Requirements [Check here if applicable: <input checked="" type="checkbox"/> See Attachment 4]		ARRA Funds: <input type="checkbox"/> See Attachment 4A]	

Terms and Conditions

- 1) University hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): as specified in Subrecipient's proposal dated _____; or as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of University.
- 2) University shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University's subaward number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact, as shown in Attachment 3, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of UNIVERSITY:  _____ Gregory C. Slack, Ph.D. Director of Research and Technology Transfer	By an Authorized Official of Subrecipient: _____ Patricia Mulroy, SNWA General Manager
Date 25 Feb 13	Date

APPROVED AS TO FORM:

By: 

**Attachment 1
Subaward Agreement
Certifications and Assurances**

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more that \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Collaborator assures University that it complies with A-133 and that it will notify UNIVERSITY of completion of required audits and of any adverse findings, which impact this subaward.

Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
EPA

Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>

General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 40 CFR Parts 30 and 40 as applicable.
3. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtc/terms.pdf> > and Agency Specific Requirements found at http://www.nsf.gov/pubs/policydocs/rtc/epa_708.pdf, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)2 of the Research Terms and Conditions is replaced by the need to obtain prior written approval from the Prime Recipient;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Articles 9 and 11 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
4. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights
Subrecipient grants / shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. Data Rights
Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

[Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipients' subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient's right to practice a Subrecipients' subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]
3. Automatic Carry Forward: Yes [] No
(If No, Carry Forward requests must be sent to Prime Recipient's _____, as shown in Attachment 3).

**Attachment 3
Subaward Agreement**

University Contacts	Subrecipient Contacts
<p>Administrative Contact</p> <p>Name: Anna Marie Dawley Grant and Contract Administrator</p> <p>Address: Clarkson University Division of Research 8 Clarkson Avenue Potsdam, NY 13699-5630</p> <p>Telephone: 315-268-6475 Fax: 315-268-6515 Email: adawley@clarkson.edu</p>	<p>Administrative Contact</p> <p>Name: David J. Rexing, Manager Water Quality R&D</p> <p>Address: Southern Nevada Water Authority PO Box 99954 Las Vegas, NV 89193-9954</p> <p>Telephone: 702-856-3664 Fax: 702-856-3647 Email: dave.rexing@lvvwd.com</p>
<p>Principal Investigator</p> <p>Name: Dr. Christopher Bellona Address: 8 Clarkson Ave. CU Box 5710 Potsdam, NY 13699-5710</p> <p>Telephone: 315-268-3844 Fax: 315-268-7985 Email: cbellona@clarkson.edu</p>	<p>Project Director</p> <p>Name: Dr. Eric Dickenson Address: Southern Nevada Water Authority PO Box 99954 Las Vegas, NV 89193-9954</p> <p>Telephone: 702-856-3668 Fax: 702-856-3647 Email: eric.dickenson@snwa.com</p>
<p>Financial Contact</p> <p>Name: Heather Henry Associate Comptroller</p> <p>Address: Clarkson University Comptroller's Office 8 Clarkson Avenue Potsdam, NY 13699-5546</p> <p>Telephone: 315-268-2089 Fax: 315-268-2319 Email: hhenry@clarkson.edu</p>	<p>Financial Contact</p> <p>Name: Jennifer Fuel</p> <p>Address: Southern Nevada Water Authority PO Box 99954 Las Vegas, NV 89193-9954</p> <p>Telephone: 702-856-3665 Fax: 702-856-3647 Email: jennifer.fuel@snwa.com</p>
<p>Authorized Official</p> <p>Name: Gregory Slack, Ph.D. Director of Research and Technology Transfer</p> <p>Address: Clarkson University Division of Research 8 Clarkson Avenue Potsdam, NY 13699-5630</p> <p>Telephone: 315-268-4402 Fax: 315-268-6515 Email: gslack@clarkson.edu</p>	<p>Authorized Official</p> <p>Name: Ronald E. Zegers, Deputy General Manager Eng./Ops.</p> <p>Address: Southern Nevada Water Authority PO Box 99954 Las Vegas, NV 89193-9956</p> <p>Telephone: 702-567-2001 Fax: 702-567-2003 Email: ron.zegers@lvvwd.com</p>

Attachment 4, Reporting Requirements

LAS VEGAS VALLEY WATER DISTRICT	SUBJECT:	NUMBER:
	CONFLICT OF INTEREST	2
ADMINISTRATIVE POLICY	APPROVED BY:	ISSUE:
	GENERAL MANAGER	1
ISSUING DEPARTMENT:	11-14-03	PAGE:
HUMAN RESOURCES		1 OF 4

PURPOSE:

The District occupies a position of trust and responsibility in the community. In meeting its obligations, the District expects all employees to carry out their responsibilities with the highest level of integrity and ethical behavior. This policy implements Board Policy No. 9 and is intended to guide District employees in avoiding those situations that can result in a conflict of interest.

SCOPE:

This policy applies to:

1. All executives, managers and supervisors;
2. All employees who are in a position to influence or place orders with vendors;
3. All employees who recommend acceptance of or evaluate the quality of goods and services furnished to the District; and
4. All employees with secondary employment or other personal business interests. For purposes of this policy, "personal" means the employee, any member of his or her immediate family (spouse, parents, mother/father-in-law, children, siblings) and/or any entity with which he or she may be associated.

POLICY STATEMENT

It is District policy that employees must discharge their duties in the best interests of the District.

1. Each employee must refrain from putting his/her own interests or the interests of any other individual, agency, organization or association above the best interests of the District.
2. Each employee must refrain from any activity or transaction that could influence or cause himself/herself or any other employee not to act in the best interests of the District including, without limitation, any personal business transaction or private arrangement for personal profit which accrues from or is based upon a position of authority with the District or result from information which is obtained by reason of an employee's position at the District.
3. Each employee must disclose his/her or any other employee's financial, ownership or management interest in any current or prospective entity engaged in the delivery of goods or services to the District.

Each employee must disclose his or her employment by any current or prospective entity engaged in the delivery of goods or services to the District.

4. Each employee must not solicit or accept any personal gift, favor or service from any person who can influence the exercise of the employee's professional judgment on behalf of the District. This includes any person with whom the employee may transact business on behalf of the District, currently or in the future, or whom the employee knows to be transacting business with the District, currently or in the future.
5. Each employee must refrain from participation in a transaction with the District for personal profit except upon the written approval of the General Manager.
6. Each employee must disclose any personal activity or business opportunity, which is within the scope of District activities and shall not exploit such opportunity except upon the written approval of the General Manager.

A conflict of interest situation or potential conflict of interest could arise at any time. It is therefore required that such a situation be disclosed before occurrence. If any employee is in doubt about a situation, it should be fully disclosed to the Director of Human Resources so that a determination can be made.

Violation of Board Policy No. 9 or this Administrative Policy will result in disciplinary action up to and including discharge.

POLICY

All new employees at the time of employment orientation shall be provided a copy of Board Policy No.9 and this Administrative Policy concerning conflict of interest. These employees shall be required to read these materials and sign a "Conflict of Interest Statement" (see Attachment A). All employees whose employment began before the adoption of this policy will be required to read and sign a "Conflict of Interest Statement."

Human Resources coordinates and implements the conflict of interest policies. Questions should be directed to the employee's department head and the Director of Human Resources. The Director of Human Resources shall be contacted immediately concerning any question of impropriety or conflict of interest. The Director of Human Resources shall report all incidents of potential or actual conflict of interest to the General Manager. The General Manager and/or the Director of Human Resources will determine the appropriate action(s) to be taken. Compliance with the Board and Administrative conflict of interest policies is a condition of employment and employees are required to update their individual Conflict of Interest Statement when requested to do so or as circumstances arise. Negligence or willful violation may result in corrective discipline, which may include termination.

Employee Responsibility:

All employees shall comply with the provisions of the Board and administrative policies regarding conflict of interest are responsible for the following:

- Disclosing immediately to the Director of Human Resources any and all outside business interests, obligations, employment or other situations that are, or may appear to be, a conflict of interest.
- Completing and updating a Conflict of Interest Statement as required.
- Receiving approval from the District before engaging in any activity, including contracting, consulting, or working for an entity which currently or may in the future provide goods or services to the District.
- Avoiding actions, situations, or circumstances that create the perception that an employee is using his or her position or information/knowledge acquired as a result of District employment for personal or financial gain, betterment or advancement (except for wages paid by, and employee benefits provided by, the District).
- Efficiently managing the District's resources and promoting an environment of public trust and confidence that is free from fraud, abuse of authority, and misuse of District property and/or resources or the appearance of same.
- Avoiding ethical, legal or financial liabilities on behalf of the District due to conflicts of interest.
- Avoiding the perception of directing or steering entities that currently work or may work in the future for the District to personal outside interests or for personal financial gain while fulfilling District obligations.
- Respecting and protecting privileged information and records.
- Not performing any outside employment or business activities during work hours.
- Avoiding any situations or circumstances that have the potential of creating a conflict of interest.

The previously mentioned responsibilities are representative, but not all-inclusive, for determining conflict of interest. It is not the intent of the District to interfere nor infringe on the rights of its employees to engage in outside employment or other business interests. However, it is imperative that all employees understand their role in maintaining the public trust, ensuring integrity, excellence, quality service and fulfilling the District's commitment to our ratepayers. Employees who are uncertain about the propriety of a particular action or relationship under this policy shall consult with their director and/or the Director of Human Resources for interpretation and decision.

IMPLEMENTATION

The Director of Human Resources shall have the responsibility for implementing and administering this policy.

Action By:**Action:****Employee**

Comply with the provisions of the Board and Administrative policies concerning Conflict of Interest. Avoid ethical, legal, and financial situations that have the potential of causing conflict of interest. Communicate outside business interest(s), obligations or employment, to Department Head or Director of Human Resources, complete and update Conflict of Interest Statement as required.

Department Director

Be available for open discussion with employee, and either consult with or direct employee to Human Resources for interpretation and decisions.

**Director of
Human Resources**

Coordinate, implement and interpret the conflict of interest policies, ensure completion of Conflict of Interest Statement, communicate actual or potential conflict of interest situations to the General Manager, render decision and notify employee.

Attachment A

**LAS VEGAS VALLEY WATER DISTRICT
CONFLICT OF INTEREST STATEMENT**

I acknowledge receipt of Administrative Policy No. 2 concerning Conflict of Interest. I have read Administrative Policy No. 2 and recognize that as an employee of the District I have an obligation to discharge my duties with good faith, diligence, and undivided loyalty.

I understand that I am required to disclose any financial, ownership or management interest held by myself or a member of my immediate family in any current or prospective entity engaged in the delivery of goods or services to the District. I also understand that I am required to disclose my employment or the employment of a member of my immediate family by any current or prospective entity engaged in the delivery of goods or services to the District.

I also agree to report any personal activity or business opportunity within the scope of District activities and shall not exploit such opportunity except with written approval of the General Manager. I agree not to solicit or accept any gift, favor or service offered or given to me with the appearance, intent or effect of influencing the exercise of my professional judgement on behalf of the District.

As an employee of the District, I understand that it is important to avoid actual or perceived conflict of interest. I further understand that I am prohibited from engaging in any activity, actions, situations or circumstances that are, or appear to be ethically, legally, or financially improper, causing a direct conflict between my personal obligation or interest versus an obligation to or interest of the District.

Please check the appropriate response:

I have no conflict of interest with the District.

There is a potential conflict of interest with the District based on the following information (please describe in detail):

I will notify the District in writing of any changes in or additions to the information disclosed above. I understand that it is my responsibility to secure approval from the District as situations or circumstances arise that have the potential for conflict of interest.

Eric Dickenson
Printed Name

8369
Employee Number

R&D
Department

Eric Dickenson
Employee Signature

3/7/13
Date

STATEMENT OF WORK

This Statement of Work outlines the work that will be performed by the Southern Nevada Water Authority (SNWA) for a subcontract between SNWA and Clarkson University. This agreement is in support of the proposal entitled, "Research and Demonstration of Innovative Drinking Water Treatment Technologies in Small Systems" sponsored by the U.S. EPA.

Phase I

SNWA will assist in the selection of target emerging contaminants for the project (Task 1A). Where required, SNWA will develop necessary methods for the quantification of target analytes (Task 1B).

Phase II & III

SNWA will assist in analytical development work performed during Phases II and III including the analysis of contaminants for samples received from Clarkson University.

Phase IV

SNWA will perform chemical analysis for Phase IV field testing and will assist in monitoring the demonstration-scale system to be located at the Big Bend Water District's water treatment facility located in Laughlin, Nevada.

SNWA BUDGET WORKSHEET							Total Cost
	Year 1	Year 2	Year 3	Year 4	Total Cost \$	Cost Share \$	\$
A. SALARIES AND WAGES							
1 Principal Investigator	\$1,455	\$243	\$243	\$1,455	\$3,395	\$1,455	\$4,850
2 Project Engineer	\$0	\$0	\$0	\$1,218	\$1,218	\$1,218	\$2,436
3 Principal Research Chemist	\$3,558	\$297	\$297	\$1,186	\$5,337	\$1,186	\$6,523
4 Post-Doctoral Researcher	\$2,800	\$0	\$0	\$0	\$2,800	\$2,800	\$5,600
5 Graduate Intern	\$0	\$0	\$0	\$4,400	\$4,400	\$2,977	\$7,377
Subtotal	\$7,813	\$539	\$539	\$8,259	\$17,150	\$9,636	\$26,786
B. FRINGE BENEFITS							
40% of salaried only	\$3,125	\$216	\$216	\$1,544	\$5,100	\$2,664	\$7,764
C. OTHER DIRECT COSTS							
1 Analytical Costs	\$11,562	\$12,745	\$11,745	\$23,697	\$59,750	\$10,000	\$69,750
2 Travel	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000	\$0	\$6,000
Subtotal	\$13,062	\$14,245	\$13,245	\$25,197	\$65,750	\$10,000	\$75,750
D. TOTAL DIRECT COSTS	\$24,000	\$15,000	\$14,000	\$35,000	\$88,000	\$22,299	\$110,299
E. OTHER COST SHARING							
1 BBWD/SNWA (Field Site)					Hard Cash \$	In-kind \$	
					\$0	\$10,000	\$10,000
F. TOTAL PROJECT COST					\$88,000	\$32,299	\$120,299

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
March 21, 2013

Subject: Groundwater Management Appointments	Director's Backup
Petitioner: Patricia Mulroy, General Manager	
Recommendations: That the Board of Directors make appointments to the Advisory Committee for Groundwater Management in the Las Vegas Valley Groundwater Basin.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

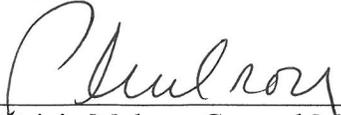
Chapter 572, Statutes of Nevada 1997, requires the Authority to establish an Advisory Committee for Groundwater Management. This committee is comprised of seven well users throughout the Las Vegas Valley who study groundwater issues. Representatives from the Nevada State Engineer's Office and the Nevada Division of Environmental Protection also sit on the committee as ex-officio members.

The Authority solicited nominations for the well user representatives through public notice in the Groundwater Update, which is distributed to more than 7,000 well owners in the Las Vegas Valley.

At this time, the Board of Directors is being asked to appoint the seven well user representatives to four-year terms expiring in 2017.

These appointments are authorized pursuant to Chapter 572, Statutes of Nevada 1997, and Section 5(d) 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:PDS:JAW:AMB:LS:mdb

AGENDA ITEM #	4
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**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

March 21, 2013

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

Fiscal Impact:

None by approval of the above recommendation.

Background:

The Colorado River Basin has been experiencing a severe drought that 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.

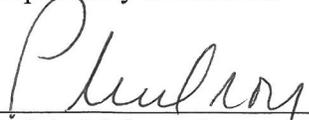
The nature of the drought in the Colorado River Basin has direct effects on water resources and future planning. The drought has prompted communities to launch major conservation initiatives to reduce water use among citizens and businesses, and has resulted in the development and implementation of the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

In May 2005, the Board of Directors approved a project for design and construction of a third intake in Lake Mead with the primary objective of protecting southern Nevada's water supply from significant loss of system capacity resulting from a continuing decline in lake elevation. The project design and environmental approvals were completed by 2007. Construction began on the project in March of 2008.

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, the development of in-state water resources, and the status of the third intake project.

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

Respectfully submitted:



Patricia Mulroy, General Manager
PM:JJE:td

AGENDA ITEM #	5
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