



A G E N D A

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JANUARY 16, 2014

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

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 November 21, 2013.

CONSENT AGENDA **Items 2-4 are routine and can be taken in one motion unless a Director requests that an item be taken separately**

2. *For Possible Action:* Approve two resolutions authorizing the submission of grant proposals to the Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant Program.
3. *For Possible Action:* Approve a subgrant agreement between the Nevada Division of Environmental Protection and the Authority to accept grant funding for regional water quality activities and related public outreach initiatives.
4. *For Possible Action:* Approve an amendment to the Interlocal Agreement between the City of Boulder City and the Authority adjusting Boulder City’s share of capital costs.

BUSINESS AGENDA

5. *For Possible Action:* Award Contract No. 810U 01 C1, Silver Bowl and Archery Weirs, authorize a change order contingency amount, and authorize the execution of the contract agreement, or take other action as appropriate.
6. *For Possible Action:* Approve the Second Amended and Restated Agreement between the United States Department of the Interior, U.S. Bureau of Reclamation and the Authority for sharing of equipment rental, materials and subcontractors' service costs in the Las Vegas Wash.
7. *For Possible Action:* Approve an agreement between the Colorado River Commission and the Authority for repayment of the Authority's proportionate share of the cost of securities issued by the Colorado River Commission to prepay Hoover power base charges.
8. *For Possible Action:* Approve an agreement between CDM Smith, Inc., and the Authority for facilitation services.
9. *For Possible Action:* Make appointments to fill vacancies on the Integrated Resource Planning Advisory Committee.
10. *For Possible Action:* Authorize the General Manager of the Las Vegas Valley Water District to serve as General Manager of the Authority, and approve the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority.
11. *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
NOVEMBER 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 Mary Beth Scow, Chair
Sam Bateman, Vice Chair
Susan Brager
Bob Coffin
Duncan McCoy
Steve Sisolak
Anita Wood

BOARD MEMBERS ABSENT None

STAFF PRESENT Pat Mulroy, Greg Walch, John Entsminger, Ron Zegers, Phil Speight, Marc
Jensen, Randall Buie, Zane Marshall

OTHERS PRESENT Kade Stratton, Piercy Bowler Taylor Kern

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

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling, Las Vegas, requested a correction to the meeting minutes of September 26, 2013, asked a question about the Authority's water banking agreement with California and spoke about agenda item number three.

Paul Moradkhan, Las Vegas Metro Chamber of Commerce, thanked staff for their work with the Integrated Resource Planning Advisory Committee and the availability of information, and spoke about item number three.

1. For Possible Action: Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Sisolak to approve the agenda for this meeting, with a correction to the meeting minutes of September 26, 2013 and for Mr. Uehling's comments be included as part of the official record. The motion was approved.

BUSINESS AGENDA

2. For Possible Action: Approve a proposal to settle Case No. A-08-564089-C (consolidated with Case No. A566640) involving a Water Smart Landscapes Rebate.

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

3. For Possible Action: Approve Change Order No. 19 to Contract No. 070F 01 C1, Lake Mead Intake No. 3 Shafts and Tunnel, to extend the final completion date by 399 calendar days.

Marc Jensen, Engineering Director, gave an overview of the need for the extension and provided an update on the project as a whole. A copy of his presentation is included with these minutes. Ms. Mulroy noted that the monetary increase associated with the time extension is covered by the 10 percent contingency amount, which was previously approved by the Board when the contract was awarded. Mr. Jensen noted that the increase will be \$13.6 million.

Director Sisolak asked for a more detailed explanation of the reasons for the time extension. Mr. Jensen explained that unforeseen geologic rock conditions led to inflow activities and caused the tunnel boring machine being operated in "closed mode" longer than anticipated. As a result, tunneling activities were delayed.

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

4. ***For Possible Action:*** Select a firm for award of the Request for Proposal No. 643-13, Laboratory Information Management System, authorize the General Manager to execute an agreement and required amendments in substantial conformance with the terms and conditions of the Request for Proposal, in the estimated amount of \$805,126, or take other action as appropriate.

Director Sisolak asked if any of the respondents were local firms. John Entsminger, Senior Deputy General Manager, noted that staff researched the availability of firms both locally and state-wide; however, there are no businesses in Nevada that offer this type of service.

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

5. ***For Possible Action:*** Adopt a resolution authorizing the General Manager, or her designee, to purchase approximately 22 acres of real property held by the federal government.

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

6. ***For Possible Action:*** Approve and authorize the General Manager, or her designee, to execute two right-of-way grants offered by the Bureau of Land Management for the construction, operation, maintenance, and termination of an irrigation ditch and pipeline across federal land to the El Tejon Ranch in Spring Valley, Nevada, and to pay 30 years of rental to the federal government in the total amount of \$13,707.95.

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

7. ***For Possible Action:*** Authorize the General Manager, or her designee, to negotiate and execute agreements for facilities and services necessary to host the WaterSmart Innovations Conference from 2014 through 2016.

Director Sisolak asked how conference obligations were funded if projections fell short. Zane Marshall, Director of Water and Environmental Resources, noted that the conference's annual budget is approximately \$300,000. Since launch, the conference has run in the black and a reserve is maintained to fund shortfalls. The reserve balance is approximately \$100,000. Mr. Marshall answered a few other questions through a quick presentation, which is included in these minutes.

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

8. ***For Possible Action:*** Receive a report on the Water Resource Plan and, if appropriate, adopt the current plan for another year.

Ms. Mulroy noted that the Integrated Resource Planning Advisory Committee will address water resource-related issues throughout their 2014 term. Extending an update to the following year will afford the committee time needed to develop recommendations, which will ultimately impact the Authority's Water Resource Plan.

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

Items 9 and 10 were taken together.

9. ***For Possible Action:*** Adopt the 2013 Water Budget for the Authority.

10. ***For Possible Action:*** Adopt the Southern Nevada Water System Operating Plan.

Ms. Mulroy explained that both items are one-year plans related to how local water purveyors anticipate to utilize water.

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

11. ***For Possible Action:*** Accept the Authority's Comprehensive Annual Financial Report for the period ending June 30, 2013, as presented by the Authority's external auditors, Piercy Bowler Taylor & Kern, and authorize its submission to the Nevada Department of Taxation.

Kade Stratton, audit manager for Piercy Bowler Taylor Kern, reported that his firm completed the annual audit for the Authority. The report contains an unqualified opinion, which is favorable.

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

12. ***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.

Mr. Entsminger gave a presentation to the Board about ongoing hydrology conditions and Lake Mead Intake No. 3. A copy of the presentation is attached to these minutes.

NO ACTION NECESSARY.

Public Comment

Ed Uehling, Las Vegas, asked about the California-Nevada water banking agreement and noted his concerns with the business impact statement process.

Paul Moradkhan, Las Vegas Metro Chamber of Commerce, discussed the business impact statement process.

Adjournment

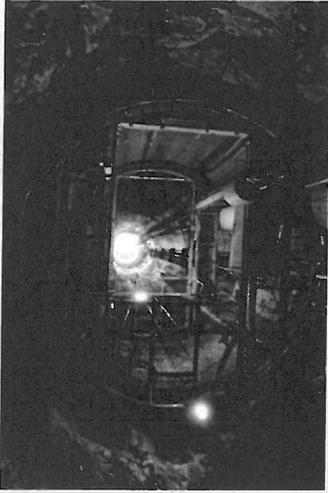
There being no further business to come before the board, the meeting adjourned at 9:43 a.m.

APPROVED:

Mary Beth Scow, 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.

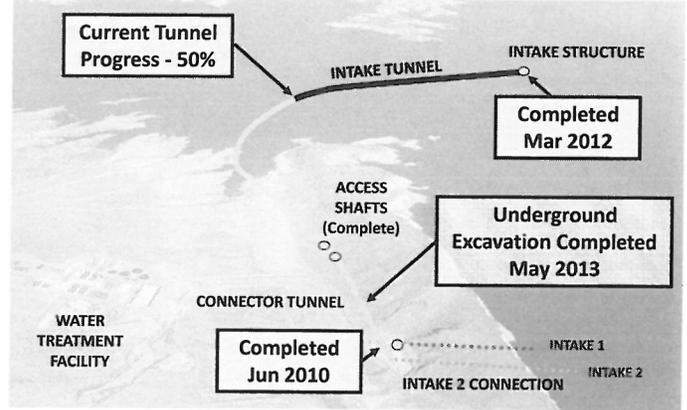


LAKE MEAD INTAKE NO. 3

SNWA Board of Directors
Progress Report

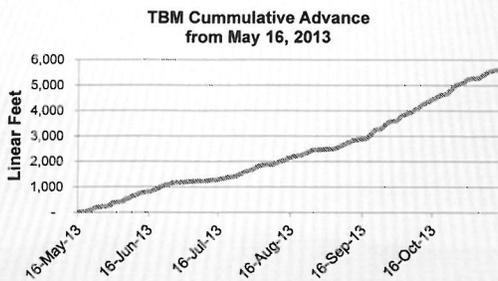
21 November 2013

Lake Mead Intake No. 3 Current Progress – Nov 2013



Current Tunnel Excavation Status

- The TBM has averaged 31 feet/day since May
- 102 feet excavated in one day on October 30

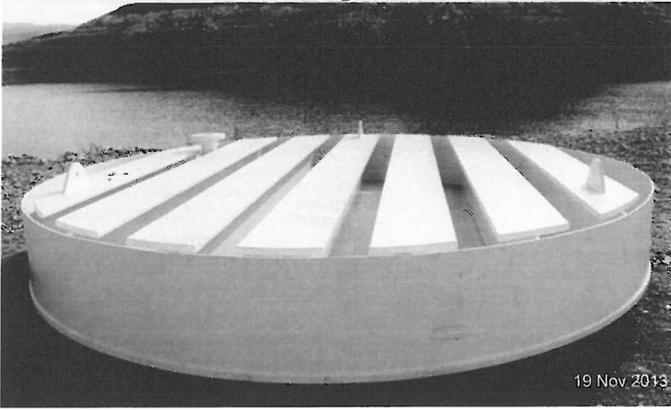


Equipping Barge for Intake 1 Connection Work



N6v 2013

**12-Foot Diameter Bulkhead
for Sealing Intake 1**



19 Nov 2013

Barge Positioned Over Intake 1



20 Nov 2013



Overview



- World's largest water efficiency conference.
- Provides entrepreneurs with connections to some of the most innovative water agencies and market partners in the world.
- Approximately 6,400 attendees from 45 states and 27 foreign nations since its debut in 2008.
- Injects \$1.3 million of non-gaming revenue into our economy.
- WSI's consultant is a long-time local, woman-owned business.

National & International Focus



- Nationally and internationally respected speakers provide keynote address each year.
- Topics range from local landscape techniques to drought response in Australia and solutions to water issues in India.



New Products & Technologies



New products and technologies are introduced and showcased at the WaterSmart Innovations Conference. Examples include:

- Belkin Echo Water – identifies waste and leaks indoors and outdoors – all from under your kitchen sink
- Kurapia – a new low-water use groundcover
- ShowerStart Adapters – showerhead that reduces excess waste while waiting for hot water
- Sprinkler Flow Control – a device to reduce losses from broken sprinklers



SNWA Initiatives



The WaterSmart Innovations Conference involves key SNWA initiatives including:

- The SNWA's Youth Advisory Council provides presentations on long-term water resource solutions when appropriate
- The Water Conservation Coalition holds an annual breakfast/speaker at WSI

Educational Initiatives



- Local engineering staff from UNLV, CSN and CCSD present and participate in the conference.
- Scholarships Offered - Last year, two Polish students received WSI scholarships for their invention of a toilet flush control system.
- Green Plumber certification courses and other conservation-focused classes are offered at WaterSmart Innovations.

Peer Partnerships



Strategic Partnerships



SOUTHERN NEVADA WATER AUTHORITY

SNWA 03/11

Update on Drought Conditions and Water Use

November 21, 2013

Drought Monitor

(November 12, 2013)

Drought Impact Types:
 S = Short-Term, typically less than 6 months in agricultural, forestry, ecology
 L = Long-Term, typically greater than 6 months in agricultural, forestry, ecology

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

The Drought Monitor focuses on impacts on ecosystems. Local conditions may vary. The accompanying text contains no forecast statements.

Author: David Sperber, Western Regional Climate Center

USDA, NCEP, NOAA, and other logos are present at the bottom right, along with the URL <http://droughtmonitor.unl.edu>

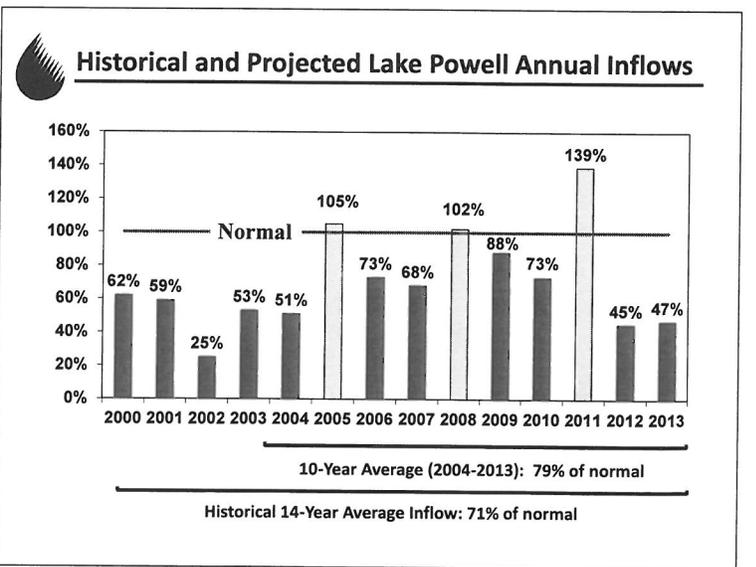
Seasonal Drought Outlook

(Valid October – January, 2014)

KEY:
 ■ Drought persists or intensifies
 ■ Drought remains but improves
 ■ Drought removal like
 ■ Drought developer likely

Author: Adam Allgood, Climate Prediction Center, NOAA
http://www.cpc.ncep.noaa.gov/products/oa/mo/seasonal/seasonal_drought.html

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

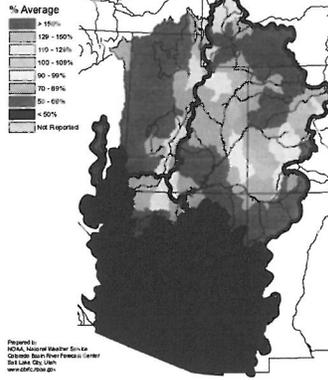




Colorado River Basin Conditions

- October inflow to Lake Powell: 107% of average
- Water Year 2014 Precipitation: 96% of average
- Forecasted November 2014 Inflow to Lake Powell: 91% of average

Monthly Precipitation for October 2013
(Averaged by Hydrologic Unit)



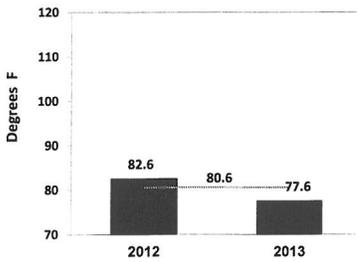
*Note: USBR indicates precipitation may vary significantly this early in the water year

SNWA Water Use

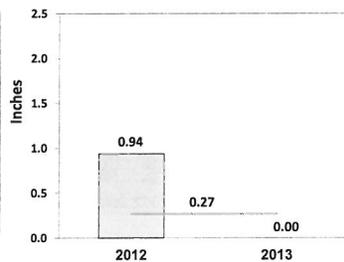


Weather Comparison (October)

Temperature



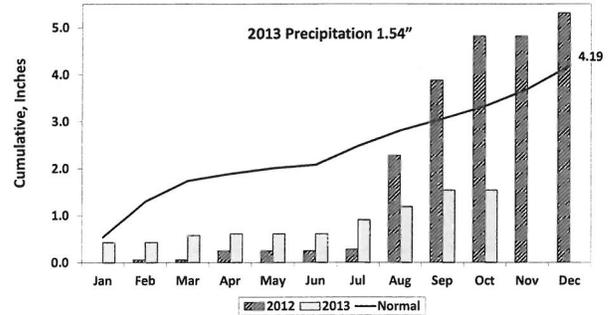
Precipitation



— Normal values

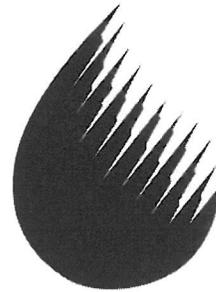
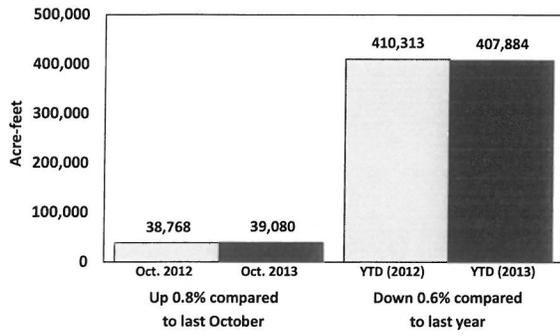


Annual Precipitation





SNWA Total Water Use



From the Desk of Edmund Uehling

November 20, 2013

Mayor John Lee,

City of North Las Vegas

Re: Item #13, City Council Agenda, 20Nov2013, Business Impact Statement

Dear Mayor Lee and City Council:

While I apologize in advance for the length of this letter and my strong language, even that understates the intentional inaccuracies of the document you have been given. While signed by a City official, the Business Impact Statement (BIS) is very similar to those given to the City of Henderson and the LVVWD: That is, they were all created by SNWA and force-fed to the leadership of the vendor utilities affiliated with SNWA and are a combination of **Misrepresentations, Bait and Switch tactics** and **outright Silliness** that can only be dreamed up by an SNWA desperate to cover up its mistakes by sucking money from these local agencies and populations they serve. Although hard to believe, almost no statement in the document is untainted as you can see below:

MISREPRESENTATIONS:

1. "The BIS is a Nevada State requirement to gather and evaluate information as to whether a proposed rule imposes a direct economic burden on existing and potential new business": While stating correctly the statutory requirement of the State, this particular document is designed to prevent the City Council from an accurate understanding of the water rate increases.
2. "The Integrated Resource Planning Advisory Committee (IRPAC) is a 'Citizens' Committee": In fact, it was a committee of blue-blooded "yes-men" handpicked by SNWA to ask few questions and pose zero opposition to everything that SNWA wanted in the first place. The anomaly of a wealthy former County Commissioner representing "seniors" typifies the degree of SNWA's dissembling in its selection of the IRPAC.
3. "IRPAC represented the community": At least 30% of SNWA's customers are low-income people (who are, not incidentally, forced by SNWA to subsidize wealthy customers) in possession of little or no influence with government. Yet not one of IRPAC's 31 members fit that profile. In addition, while SNWA assessed 30% of last year's \$90 million increase against 1% of its customers—i.e., small properties and businesses with fire lines, SNWA allocated zero seats on IRPAC this targeted class.

4. “IRPAC gave serious consideration to the rate increase of 2012 and ratified that increase”: This is a bald-faced lie. IRPAC was given no data on the devastating effects on small businesses, churches, and non-profits of the 200% increase in already high water rates imposed on them—versus, for example, less than 3% increase for resort hotels. IRPAC was given no reason for reconsidering that increase and was steered away by the SNWA-picked facilitator.
5. “IRPAC did an in-depth study of rates and decided not to change the current structure”: The historic rate structure imposed by SNWA is a complex monstrosity based on varying-sized tiers combined with different pipeline sizes that a) forces low-income users to subsidize high-income estate owners; b) favors very large water users; and c) discourages conservation. For example, these rates establish a maximum rate of \$1300 per acre foot for one-time water consumers like golf courses and developers—compared with up to \$6000 for churches and \$10,000 for small businesses, which recycle almost all of their water and allow SNWA to claim 1 for 1 credits for resale.
6. “SNWA’s rate structure attributes are ‘equitable and fair’, ‘stable’, ‘simple’, ‘predictable’, ‘understandable’, and ‘sufficient to cover costs’”: Does anyone “understand” the 100+ categories of rates which have varied with each of the 7 increases (93% total increase) during the past decade. Is it fair or equitable that its poor and small customers subsidize its wealthy and huge water consumers? How is today’s 8th increase of \$49,000,000 dictated by SNWA “sufficient” to cover the \$106,000,000 gap occurring in 2017 due its politically motivated debt-financing schedule? The most important attributes of SNWA rate are, in reality, “deception” and “politics”.
7. “The SNWA educated the public about the rate ‘changes’”: Only the City of North Las Vegas made a proactive effort to inform its affected businesses by sending 2700 letters. Even though CNLV comprises only 10% of the users, I believe it received 75% of the written responses (all opposed). The SNWA hid from everyone—until its first presentation to LVVWD on November 5—its contention that the current increase is simultaneously a ratification of the \$90,000,000 increase in 2012, which resulted **from** a series of carefully planned lapse in following proper legal procedures in its 2012 process. This resulted **in** a public outcry that “confined” the final increase to \$78,000,000. Only since November 1 has SNWA revealed its contention that this current increase represents a ratification of yesterday’s increase and, therefore, a vindication of the illegal and surreptitious tactics SNWA employed in 2012. (see Bait and Switch below) SNWA has disclosed nothing of its plans for tomorrow’s increase, which is tentatively based on automatic cost of living adjustments, or of the need for additional rate increases to address the built-in shortfall planned for 2022 under the terms of this increase.
8. “The Business Impact Statement addresses the concerns of affected customers”: Operating, as it does, in a kind of perpendicular universe, SNWA addresses exactly ZERO of the “Adverse Effects” expressed by the letter-writing customers (see “Silliness” below). Undeterred by this shortcoming,

- the officious, let-them-eat-cake apparatchiks of SNWA actually have the chutzpa to list four “Beneficial Effects”! (see “Silliness” below)
9. “SNWA and IRPAC did all they could to reduce the impact of the rate increase on businesses”: Both institutions refused to consider 1) equalizing rates and tiers to all families; b) charging more for outdoor consumption/waste than indoor/recycled/credited use; c) using market stimuli to double or triple indoor/recycled water use, **FOR WHICH SNWA HAS AN UNLIMITED SUPPLY**, even though it is able to mark-up the price paid by its customers 10 times it’s cost of pumping and treating the water it gets for free; d) administrative economies, even though SNWA’s personnel costs are 40% of operating expenses (vs. about 20% in Henderson and CNLV); e) contracting with one of many private, profit-making companies with a track record of turning around troubled and/or inefficient monopoly operations. Any one of the of the combination “stick and carrot” approaches above would have met the \$106 million needed in 2017 and (e) would make it possible additionally to eliminate last year’s increase AND the inappropriate sales tax which SNWA deceived voters into accepting about 15 years ago. Not only would the alternatives be relatively painless, but also they would put up to 225,000,000 additional dollars (\$25,000,000 in CNLV alone) into the hands of customers and taxpayers and create nearly 20,000 jobs. (See Bait and Switch below)
 10. “The rate “changes” do not impose a direct and significant burden on businesses and are not likely to restrict the formation, operation or expansion of a business”: Utter nonsense as reflect in the six letters written by customers to CNLV. Of course, SNWA reached the same conclusions last year. It would be interesting to compare the number of fire-line permits taken out during the 12 months of increased rates vs. the number granted in previous years.

Basically, SMWA is inflicting six million dollars worth of pain on the people of CNLV to avoid its statutory duty of dealing with its outlandish payrolls and borrowings. SNWA is the poster child of runaway bureaucracies monopolies. Prior to its formation two decades ago, the local water agencies were able to pay their employees, maintain their infrastructures, provide high pressure and high volume water to fight fires, finance new construction, and still contribute to the operations of their respective governments—even though rates to their customers were less than half those of today. Since its creation, the cost of SNWA’s raw product has not increased one penny. Water from Lake Mead costs exactly zero today and 25 years ago., but, today, retail customers pay a minimum of 10 times, up to 140 times , SNWA’s cost of pumping and treating its water. And SNWA assaults its customers with frequent “emergencies”, which the latter always **have** to solve—or face “the end of water and life as we know it in Southern Nevada. The solution is **always** more money! Even worse, SNWA has borrowed \$3.5 billion, or nearly an amount corresponding to nearly half of what it has taken in revenues during its lifetime—and that’s **added** to the \$50 million undeserved dollars from sales taxes (unlike any other utility) and additional

millions, sometimes tens of millions, from Federal Government land sales! While high costs and inferior service (it is still baffled by the universal “technique” of extracting water upstream, rather than downstream, from sewer effluent, something aborigines mastered about 3000 years ago!).

The Board of SNWA has not wanted to butt heads with the politically and bureaucratically astute leadership of SNWA, choosing instead to rubber-stamp every nest-feathering scheme its bureaucrats can design. Some say we should be thankful that our predicament is not worse, but I would suggest that the local agencies and their customers must refuse to tolerate this treatment and insist on conduct that is more businesslike, less greedy and, for the first time, responsive to the needs of the customers and cities first—not to the employees of SNWA and the demands of Wall Street.

BAIT AND SWITCH:

While “the IRPAC suggested gradually increasing the rates in 2014, 2015, and 2016 to provide the community time to adjust to the new rates” and prevent “sticker shock”, SNWA has indicated that it will impose the full rate on January 2014 and “reduce” the actual bill which customers receive. This is an important distinction, because it exposes customers to the stick that SNWA is always wont to use, while cloaking SNWA with an image of “caring for its customers”, which is a) in direct contrast with reality, b) gives SNWA a foothold from which it can stage another new “emergency” that “requires immediate implementation of the entire 2017 increase”. IRPAC hardly has clean hands, as it giddily went along with the stepped increases so customers “wouldn’t realize the full impact of the increases”. Of course, the real “switch” that SNWA will employ is the creation in 2014 of a slush fund from which they can spend money for reasons, which coincide with the letter of IRPAC mandates, but not the spirit. In another Bait and Switch tactic, SNWA wants to collect money starting in 2014, which, by its own words, it does not need until 2017. **That is the schedule that the City of North Las Vegas should demand for its own protection and the protection of its customers.**

All of us, mostly unwittingly, have already been subjected to this same “rodeo”: Around 2010 SNWA leadership inveigled its Board to raise the commodity charge \$10 per acre foot each year (about \$4.5 million) “to prepare for energy increases, which would occur in 2014”. Well, today there are no such increases planned and, of course, there is no money saved for that purpose. SNWA never even bothered setting up a separate account and presented this year’s bill to all the water purveyors, including CNLV, in June as if it had nothing to do with electric rates (which it never did) with an imperious wave of the hand as if the agencies had already pre-agreed to this year’s \$10 increase (making a total so far of \$30 which SNWA now collects). Certainly the agencies will be expected to pony up another \$10 increase next summer, even as SNWA makes all of the funds thereby collected

disappear (along with its highly touted \$50,000,000 power savings and more than \$100,000,000 it will save by its abrogation this year of the storage agreement with Arizona) into its budget “mush” which this year already and inappropriately combines operational **and** bond revenues and operational **and** capital expenditures—in order to make its personnel costs **appear** smaller.

While the slush fund is being touted as the reason that this increase of \$49M only covers less than half the amount needed in 2017 and subsequent years until Wall Street is paid, this approach represents a switch from the mandate given to IRPAC 18 months ago that “the increase be sufficient to cover a gap of \$106M which occurs in 2017”. Rather than achieving a comprehensive increase, SNWA will be “compelled” to raise rates (an event already planned to be rolled out as another “emergency”) again by 2021, when the slush fund will run out. Worse and more likely is that there will be multiple rate increases by that time.

While IRPAC was adamant that SNWA not borrow more money (one of the few times it took a stand), there is an item on Thursday’s SNWA Board meeting to borrow about \$10M. There is another item that calls for an extension of the tunnel project deadline for another year and, while no costs are attached to that astounding change, one can surmise that, by the next meeting of the Board, that will be **switched** to some very large dollar figure.

SILLINESS:

The customers of SNWA, who took the time to submit letters in preparation for today’s consideration of the BIS, wrote seriously about being affected by losing renters and income, lost profits, more overhead costs, potential lay-offs, inability to pay COLA increases to employees, being frightened by abandoned shopping centers and businesses, increased criminal activity and bad business climate both **before** and **due** to this increase, escalating costs of insurance, power and water (already and especially), low rents paid by tenants, struggles to keep the doors open, prevalence of short sales by other property owners, damaged tenants, lost clients, decisions not to expand, fewer jobs created, imposition of extreme costs against those who already were trapped into putting in sprinklers, multiple charges related to the water for the sprinklers, etc.,

In stark contrast to these real-life pleas for help, the out-of-touch bureaucrats at SNWA **not only failed their legal obligation to address all of the concerns articulated by business, but they intentionally failed to mention even one concern on this list!** Worse, they contrived the following concerns that only an insular and uncaring government agency could dream up:

- 1) How the business “may” adjust consumption to balance its budget!
- 2) The “short-term” effect of that adjustment.

- 3) How the business “may not” be able to save as much as needed to expand, operate and plan!
- 4) How the increase “may affect” the “timing” (!) of expansion of “some” businesses.

And those are the “adverse effects”! The four “benefits” of the increase are listed:

- 1) The business can “take advantage” of the phased-in increases to plan for operating needs!
- 2) They can know beforehand what the fixed monthly Infrastructure Charge will be—regardless of how much water they consume!
- 3) The fixed charge can be anticipated and managed in the annual business budget.
- 4) The business may adjust consumption to balance its annual operating budget!

This mockery of SNWA’s own customers and of the BIS process is sufficient reason, by itself, to reject this nonsensical exercise and demand that businesses, not government bureaucracies, be assigned the task of writing the Business Impact Statements in the future.

Please do the “right thing” and 1) decline approval of this “Government Impact Statement”, which SNWA parades as a “Business Impact Statement”; 2) demand that SNWA cease putting such misleading and confidence-destroying nonsense into the mouth of your city employee(s); 3) insist that rates increases for debt service be delayed until 2017, when they are actually needed; 4) demand that, between now and 2017, a comprehensive rate structure, which is functionally “fair”, “equitable”, “predictable”, “understandable”, “stable”, “simple”, and promotes conservation, be implemented; 5) demand that IRPAC, if allowed to continue, be composed of a more accurate cross-section of water customers and be charged with a truly comprehensive study of alternatives to rate increases per se. I request that you include this letter in the minutes of your meeting.

Thank you.

Ed Uehling

Email: evu2@cox.net

Cell: 702.808.6000\

From the Desk of Edmund Uehling

November 21, 2013

To: Mary Beth Scow, Chairperson, Southern Nevada Water Authority
From: Ed Uehling, evu2@cox.net and 702.808.6000
Re: Agenda for the meeting of November

Dear Chairperson Scow and Members of the Board:

I submit the following for inclusion in the minutes of today's meeting:

1. The minutes of your September meeting state that I testified in favor of "reduced water deliveries": One of the points of everything that I speak about at the various water meetings around the valley is that SNWA should avoid hitting people and cities over the head with rate increases and instead, if it needs more money, SNWA should first figure out how to sell far more (not less) water that it generates through return credits. I AM IN FAVOR OF INCREASING WATER DELIVERIES and would appreciate having the minutes reflect that.
2. With regard to increasing water deliveries for water **consumption**, not mere **use**, I am indifferent. Today, Southern Nevada **consumes** about 220,000 acre-feet of its 300,000 acre-foot allocation. I don't know whether it would be better to sell more of that water or less, except in the circumstance where the only alternative is to ship that **unconsumed** water off to the highly wasteful State of California as your director informed you several meetings ago. It seems a "no-brainer" to make the decision to choose to sell the 80,000 surplus/conserved acre-feet for \$110,000,000 or even half that amount to your customers in Southern Nevada before SNWA ship it off to California in exchange for a promissory note, so those water-wasters can grow more alfalfa in the middle of the desert. Even my "half-price" suggestion would produce more income today (\$55,00,000) than the \$49,000,000 that the rate increase you approved in September will produce in 2017.
3. I would like to speak with the person who makes the decisions regarding the optimum amount of usage of Nevada's allocation, particularly because the issue arose at last night's North Las Vegas City Council meeting. They Council asked point blank whether the 80,000 acre-feet was removed from Lake Mead and shipped to California, as stated by your Executive, or whether it is still sitting in the Lake. The answer given by SNWA's representative was the opposite of that given to you: I.e., "the water is still in the Lake". Before your executives re-enact their "Chicken Little" drama about the catastrophic dropping levels of Lake Mead at today's meeting, I think it is important that everyone understand the role of SNWA in this ecological disaster unfolding.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 16, 2014

Subject: Resolutions to Submit Grant Proposals	Director's Backup
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve two resolutions authorizing the submission of grant proposals to the Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant Program.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

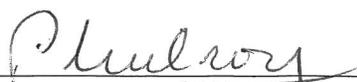
The Bureau of Reclamation (BOR) recently announced funding availability for its WaterSMART: Water and Energy Efficiency Grants Program. This funding is designed to support projects that bank water, conserve water and energy, or generally make more efficient use of existing water supplies.

In accordance with eligibility requirements, the Board of Directors is being asked to approve two resolutions authorizing the submission of grant proposals to the BOR. The grant proposals will seek \$1,000,000 and \$300,000, respectively, to support funding for the Authority's Water Smart Landscape Rebate Program.

If either of these proposals is accepted by the BOR, a funding agreement will be brought back before the Board for approval.

These resolutions are authorized pursuant to NRS Chapter 277 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved these resolutions.

Respectfully submitted:


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

AGENDA ITEM #

2

RESOLUTION IN SUPPORT OF FUNDING REQUEST FOR
WATERSMART: WATER AND ENERGY EFFICIENCY GRANT PROPOSAL TO
THE UNITED STATES BUREAU OF RECLAMATION

WHEREAS, the U.S. Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grants Program is soliciting proposals for and may provide financial assistance to irrigation districts, water districts and other organizations to implement projects that save water, improve energy efficiency, address endangered species and other environmental issues, and facilitate transfers to new uses; and

WHEREAS, the WaterSMART: Water and Energy Efficiency Grant Program specifically allows for project proposals involving an individual sale, lease or exchange of conserved water to another water use for agricultural, municipal or instream uses; and

WHEREAS, the Southern Nevada Water Authority has adopted a Water Resource Plan and a Conservation Plan, which outline specific water conservation strategies; and

WHEREAS, the Southern Nevada Water Authority will benefit significantly from financial assistance under the WaterSMART: Water and Energy Efficiency Grant Program to support water conservation efforts in Southern Nevada.

NOW, THEREFORE, BE IT RESOLVED that the Southern Nevada Water Authority Board of Directors agrees and authorizes:

1. The submission of an application to the U.S. Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant Program requesting \$1,000,000 to support the Authority's Water Smart Landscape Rebate Program.
2. The submission of a proposal, including a funding plan that outlines the applicant's ability to provide up to \$10,000,000 in matching funds, as specified by the WaterSMART: Water and Energy Efficiency Grant Program.
3. The Southern Nevada Water Authority's General Manager, or her designee, to execute and file an application and proposal with the U.S. Bureau of Reclamation for funding under the WaterSMART: Water and Energy Efficiency Grant Program, as outlined above.

Introduced and passed this ____ day of January, 2014.

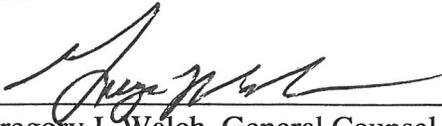
Attest:

Southern Nevada Water Authority

Patricia Mulroy, Secretary

Mary Beth Scow, Chair

Approved as to form:



Gregory J. Walch, General Counsel

RESOLUTION IN SUPPORT OF FUNDING REQUEST FOR
WATERSMART: WATER AND ENERGY EFFICIENCY GRANT PROPOSAL TO
THE UNITED STATES BUREAU OF RECLAMATION

WHEREAS, the U.S. Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grants Program is soliciting proposals for and may provide financial assistance to irrigation districts, water districts and other organizations to implement projects that save water, improve energy efficiency, address endangered species and other environmental issues, and facilitate transfers to new uses; and

WHEREAS, the WaterSMART: Water and Energy Efficiency Grant Program specifically allows for project proposals involving an individual sale, lease or exchange of conserved water to another water use for agricultural, municipal or instream uses; and

WHEREAS, the Southern Nevada Water Authority has adopted a Water Resource Plan and a Conservation Plan, which outline specific water conservation strategies; and

WHEREAS, the Southern Nevada Water Authority will benefit significantly from financial assistance under the WaterSMART: Water and Energy Efficiency Grant Program to support water conservation efforts in Southern Nevada.

NOW, THEREFORE, BE IT RESOLVED that the Southern Nevada Water Authority Board of Directors agrees and authorizes:

1. The submission of an application to the U.S. Bureau of Reclamation WaterSMART: Water and Energy Efficiency Grant Program requesting \$300,000 to support the Authority's Water Smart Landscape Rebate Program.
2. The submission of a proposal, including a funding plan that outlines the applicant's ability to provide up to \$3,000,000 in matching funds, as specified by the WaterSMART: Water and Energy Efficiency Grant Program.
3. The Southern Nevada Water Authority's General Manager, or her designee, to execute and file an application and proposal with the U.S. Bureau of Reclamation for funding under the WaterSMART: Water and Energy Efficiency Grant Program, as outlined above.

Introduced and passed this ____ day of January, 2014.

Attest:

Southern Nevada Water Authority

Patricia Mulroy, Secretary

Mary Beth Scow, Chair

Approved as to form:



Gregory J. Walch, General Counsel

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

January 16, 2014

Subject: Agreement	Director's Backup
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve a subgrant agreement between the Nevada Division of Environmental Protection and the Authority to accept grant funding in the amount of \$64,060 for regional water quality activities and related public outreach initiatives.	

Fiscal Impact:

The total project cost is \$130,620. The Authority will provide a contribution of \$56,560, which is available in the Authority's Operating Budget. The Regional Flood Control District (Regional Flood) will provide a contribution of \$10,000. The Nevada Division of Environmental Protection (NDEP) will reimburse the Authority \$64,060 for costs associated with the subgrant projects. Distribution of \$10,000 to Regional Flood and \$3,500 to the Conservation District of Southern Nevada (CDSN) will be made from the NDEP reimbursement funds.

Background:

In November 2013, NDEP approved the Authority's subgrant application requesting \$64,060 in Clean Water Act funding. The subgrant application was submitted in partnership with Regional Flood and the CDSN to also support related public outreach initiatives.

If approved, this subgrant agreement will provide funds to support regional water quality objectives, which include revegetation, erosion control, water quality improvement, public education, and outreach efforts including the 2015 WaterSmart calendar and the fall 2014 and spring 2015 "Green-Up" events at the Las Vegas Wash. The amounts of \$10,000 and \$3,500 will be distributed to Regional Flood and CDSN, respectively, for approved project components.

This agreement is being entered into pursuant to NRS 445A.265 and 445A.450, and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the subgrant agreement.

Respectfully submitted:



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

AGENDA
ITEM #

3

SUBGRANT AGREEMENT

A Subgrant awarded by:

Department of Conservation and Natural Resources, Division of Environmental Protection
Bureau of Water Quality Planning
901 S. Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-9452 Fax: (775) 687-9561

and awarded to Subgrantee:

Southern Nevada Water Authority (SNWA)
hereinafter the "Subgrantee"
1001 South Valley View Boulevard
Las Vegas, NV 89153
702-258-3173

WHEREAS, 40 CFR Part 31.37, NRS 445A.265 and NRS 445A.450 authorize the Division of Environmental Protection to award subgrants of federal financial assistance to local governments for the purposes set forth in authorizing statutes; and

WHEREAS, it is deemed that the project purposes hereinafter set forth are consistent with the federal grant agreement that provides support of the subgrant;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Subgrant shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **SUBGRANT TERM.** This Subgrant shall be effective from **Nevada Division of Environmental Protection Administrator's approval to June 30, 2015**, unless sooner terminated by either party as set forth in this Subgrant.
4. **TERMINATION.** This Subgrant may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Subgrant may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Subgrant is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Subgrant shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Subgrant incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK (consisting of 12 pages)

ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)

ATTACHMENT C: THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS (consisting of 1 page)

7. **CONSIDERATION.** Subgrantee agrees to provide the services set forth in paragraph (6) at a cost of \$N/A per N/A with the total Subgrant or installments payable: **Quarterly** not exceeding **\$64,060.00** for the term of the subgrant agreement. In addition, the State does not agree to reimburse Subgrantee for expenses unless otherwise specified in the incorporated documents. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Subgrant term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Subgrant are also specifically a part of this Subgrant and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Subgrant must be retained by each party for a minimum of three years from the date of final payment by the State to the Subgrantee, and all other pending matters are closed. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Subgrant shall be deemed a breach. Except as otherwise provided for by law or this Subgrant, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages. If the court awards reasonable attorney's fees to the prevailing party, reasonable shall be deemed \$125 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Subgrant liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Subgrant damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Subgrant if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Subgrant after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Subgrant, and in respect to performance of services pursuant to this Subgrant, each party is and shall be a Subgrantee separate and distinct from the other party and, subject only to the terms of this Subgrant, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Subgrant. Nothing contained in this Subgrant shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Subgrant or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach

16. SEVERABILITY. If any provision contained in this Subgrant is held to be unenforceable by a court of law or equity, this Subgrant shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Subgrant unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Subgrant without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Subgrant, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Subgrant), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Subgrant shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Subgrant.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Subgrant on behalf of each party has full power and authority to enter into this Subgrant and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Subgrant and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Subgrant.
23. ENTIRE AGREEMENT AND MODIFICATION. This Subgrant and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Subgrant specifically displays a mutual intent to amend a particular part of this Subgrant, general conflicts in language between any such attachment and this Subgrant shall be construed consistent with the terms of this Subgrant. Unless otherwise expressly authorized by the terms of this Subgrant, no modification or amendment to this Subgrant shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Subgrant to be signed and intend to be legally bound thereby.

SUBGRANTEE

By: _____
Signature - SNWA

Name: _____
Please Print

Title: _____ Date: _____

DIVISION

By: _____
Signature

Name: Colleen Cripps, Ph.D.

Title: Administrator Date: _____

BUREAU

By: _____
Signature

Name: Sondra L. Neudauer

Title: Contract Manager Date: _____

Subgrant Control Number: DEP-S 14-021
Grant Number: C9-97908112
Division Number: 98
Grant Expiration Date: 09/30/16
CFDA Number: 66.460

ATTACHMENT "A"
Scope of Work and Budget
Initiatives to Reduce NPS Pollution in Southern Nevada, 2014

SUBGRANTEE ORGANIZATION: Southern Nevada Water Authority (SNWA)
DUNS#: 135965650

PROJECT BUDGET PROJECTION:

319(h) funds awarded	\$64,060.00
Total amount of non-federal match funds	<u>\$66,560.00</u>
Total Project Cost	\$130,620.00

SUBGRANTEE CONTACT PERSONS: Kathy Flanagan,
Assistant Management Analyst

MAILING ADDRESS: Southern Nevada Water Authority
1001 South Valley View Boulevard
Las Vegas, NV 89153
PHONE NUMBER: 702-258-3173
E-MAIL: kathy.flanagan@snwa.com

NDEP CONTACT PERSONS:

CONTRACT COORDINATOR: Jon Paul Kiel
Environmental Scientist
PHONE NUMBER: (775) 687-9558
E-MAIL: jpkiel@ndep.nv.gov

NDEP CONTRACT MANAGER: Sondra Neudauer
Management Analyst
PHONE NUMBER: (775) 687-9452
E-MAIL: sneudauer@ndep.nv.gov

MAILING ADDRESS: Nevada Division of Environmental Protection
Bureau of Water Quality Planning
901 South Stewart Street, Suite 4001
Carson City, Nevada 89701

Initiatives to Reduce Non-Point Source Pollution in Southern Nevada 2014

Project Location: USGS Hydrographic Region: Colorado River/Las Vegas Wash
Clark County
8-Digit USGS HUCs: 15010005 Lake Mead
15010010 Lower Virgin
15010012 Muddy
15010015 Las Vegas Wash

Subgrant Term: NDEP Subgrant Approval – June 30, 2015

Project Summary

Project funding will be used to implement objectives of the Las Vegas Wash Comprehensive Adaptive Management Plan (CAMP) and Lake Mead Water Quality Forum. These objectives include revegetation, erosion control, water quality improvement, and public education and outreach efforts. Specific tasks identified for funding include (1) Implementation of two Wash “Green-Up” events; (2) Development of a 2015 Water Smart Calendar; (3) Mabel Hoggard Math and Science Magnet School field trips for elementary students; (4) The airing of a variety of stormwater public service announcements all with the shared theme of non-point source pollution prevention; and (5) Completion of a Stormwater Pollution Poster Contest.

Project Partners

The Southern Nevada Water Authority (SNWA) is the lead agency on this project and will coordinate with the Lake Mead Water Quality Forum and the Las Vegas Wash Coordination Committee. Elements of this project will be performed by the Clark County Regional Flood Control District and the Conservation District of Southern Nevada.

The Lake Mead Water Quality Forum members include: Colorado River Commission, Nevada Division of Environmental Protection, Nevada State Health Division, Nevada Department of Wildlife, University of Nevada System, Clark County Department of Comprehensive Planning, Clark County Department of Parks & Recreation, Clark County Health District, Clark County Regional Flood Control District, Clark County Water Reclamation District, City of Henderson, City of Las Vegas, City of North Las Vegas, Southern Nevada Water Authority, U.S. EPA, U.S. Fish & Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Natural Resources Conservation Service, and the U.S. Bureau of Reclamation.

Partners of the Las Vegas Wash Coordination Committee include: Clark County, Clark County Regional Flood Control District, City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County Water Reclamation District, Clark County Department of Comprehensive Planning, CC Department of Parks and Recreation, Southern Nevada Health District, Lake Las Vegas Resort, Las Vegas Boat Harbor, Water Quality Citizens Advisory Committee (3), Desert Wetlands Conservancy, University of Nevada – Las

Attachment “A”

Subgrant Control Number: DEP S 14-021

BWQP UPI: CO-WQ-S-14-021-LO

Page 2 of 12

Vegas, Nevada Department of Wildlife, Nevada State Health Division, Conservation District of Southern Nevada, Colorado River Commission, National Park Service, U.S. Army Corps of Engineers, U.S. Bureau of Reclamation, U.S. Environmental Protection Agency, U.S. Fish & Wildlife Service, U.S. Geological Survey, Natural Resource Conservation Service, and, Basic Management Inc.

I. Introduction

In 1997, the SNWA convened the Water Quality Citizens Advisory Committee to address water quality issues affecting Lake Mead. After several months of discussion, the advisory committee recommended the development of a management plan for the Las Vegas Wash (Wash) and the formation of an inter-agency management entity to oversee these activities. Based on these recommendations, the Las Vegas Wash Coordination Committee ("Coordination Committee") was established.

The Coordination Committee is comprised of representatives from 30 different federal, state and local agencies, as well as representatives from local businesses and environmental groups. A primary objective in forming this group was to ensure that all relevant and interested stakeholders have a voice in the long-term management and restoration of the Wash. In 2000, the Coordination Committee completed the CAMP document, which identified 44 recommendations for restoring the health and water quality of the Wash. Objectives of the CAMP include the construction of erosion control structures and revegetation of wetlands habitat, while involving the public via education and outreach programs, to improve water quality in Lake Mead, the primary source of Southern Nevada's drinking water.

The CAMP was certified by the U.S. Environmental Protection Agency as meeting the nine required elements of a watershed plan. The Wash also has been identified by the U.S. Environmental Protection Agency as a Category I Priority Watershed under the 1998 Unified Watershed Assessment. All tasks included in this project proposal implement or support components of the CAMP.

Since 2000, significant progress has been made in stabilizing the Wash. The implementation of CAMP recommendations has helped to reduce erosion, while increasing sedimentation and wetlands habitat, ultimately improving downstream water quality. Public education and other outreach efforts have contributed by increasing awareness and fostering a sense of community in the effort to reduce non-point source pollution and restore the Wash.

Also in 1997, in response to growing concerns over water quality issues in Lake Mead and the Las Vegas Wash, the Nevada Division of Environmental Protection created the Lake Mead Water Quality Forum to support the protection of human health and the

environment, and to preserve and improve the water quality of the Las Vegas Wash, Las Vegas Bay and Lake Mead.

The elements of this proposal further regional water quality and non-point source pollution reduction initiatives by stabilizing the Wash and restoring wetland habitat. This includes continued implementation of Wash "Green-Up" events; development of the 2015 Water Smart Calendar; implementing and expanding work with the Mabel Hoggard Math and Science Magnet School by bringing elementary-school students to the Wash to learn about water quality, wetlands, the complexity of biological communities, and the importance of resource stewardship; the airing of a variety of public service announcements implemented by the Clark County Regional Flood Control District; and by conducting the Stormwater Pollution Poster Contest with the Conservation District of Southern Nevada.

II. Scope of Work

Goal #1. Improve water quality in the Las Vegas Wash and Las Vegas Bay of Lake Mead towards meeting water quality standards for the support of beneficial uses.

Objective 1.a. Stabilize the Las Vegas Wash channel to reduce sediment loads to Lake Mead.

Task 1 - Fall 2014 and Spring 2015 "Green-Up" Events

Involve the community in revegetation and habitat restoration activities by implementing two Wash "Green-Up" events that will result in the likely revegetation of 16-20 acres at two locations in the Wash. Revegetation efforts include the introduction of a variety of native-stock emergents, as well as trees and shrubs such as willows, creosote, mesquite and cottonwoods. This work will be implemented according to methods outlined in the CAMP and the Las Vegas Wash Revegetation Management Plan. It is anticipated that the Fall 2014 Green-Up event will be associated with the Duck Creek Confluence Weir construction project. This area is also identified in the DEP 13-016 grant, but for feasibility issues, this area will be revegetated in stages, with each effort being unique and non-duplicative. It is anticipated that the spring 2015 Green-Up event will be associated with the Three Kids Weir construction project. These projections are only for general planning purposes and may be adjusted due to construction schedules and unforeseen developments. This action supports Goals 1 and 2.

Goal #2. Address non-point source pollution through public education and outreach.

Objective 2.a. Perform outreach activities to inform and educate the community and encourage local stewardship.

Task 1. Implement two “Wash Green-Up” events to allow the community an opportunity to volunteer in the revegetation and restoration of the Las Vegas Wash. Green-Up events consist of more than 1,000 volunteers planting native trees and shrubs each year in areas recently cleared of invasive plant species. (See Objective 1.a., Task 1 above and Project Location Map below).

Task 2. 2015 Water Smart Calendar

Develop 2015 Water Smart Calendar and distribute to approximately 10,000 households within the Las Vegas Valley. The calendar’s messaging will focus primarily on practical tips and information on how homeowners can improve water quality and reduce non-point source pollution. This action supports Goal 2.

Task 3 - Mabel Hoggard Math and Science Magnet School Field Trips

The Las Vegas Wash Coordination Committee has partnered with the Mabel Hoggard Math and Science Magnet School for more than 13 years to introduce elementary-school students to the Wash. Nevada Division of Environmental Protection grants have previously funded each student with a "reconnaissance backpack" filled with a set of binoculars, a Global Positioning System (GPS) unit to use during the field trip and a notebook for students to record field data and to keep for their reference. The current field trip itinerary allows each fifth grade class to spend a full day at the Wash and tour the River Mountains Water Treatment Facility. The proposed funds would be used to cover equipment replacement, transportation and other related costs associated with the field trips. This action supports Goal 2.

Task 4 - Public Service Announcements

Broadcast stormwater public service announcements with a shared theme of non-point source pollution prevention. These announcements will be implemented by the Clark County Regional Flood Control District and broadcast on major network television stations during the fall of 2014 and/or the spring of 2015. This action supports Goal 2.

Task 5 - Stormwater Pollution Poster Contest

Conduct an educational campaign culminating in a stormwater pollution poster contest implemented by the Conservation District of Southern Nevada. This action supports Goal 2.

III. Monitoring and Maintenance Program

A comprehensive monitoring program will be implemented to meet the goals and objectives outlined in this proposal.

Task 1 -Fall 2014 and Spring 2015 “Green-Up” Events.

(1) Conduct vegetation monitoring according to the Vegetation Monitoring Plan. The main goal of the monitoring plan is to ensure a minimum 80 percent survival rate for at least two consecutive years, through either active plantings or passive re-establishment of native vegetation at each restoration site. To measure this goal, the Vegetation Monitoring Plan describes specific vegetation monitoring techniques that are implemented at all planting sites in the Wash. Data will be collected on species composition, percent cover, survival rates, and encroachment of non-native species. This information will ensure that what is learned in terms of success and/or failure from active planting activities will be adaptively applied to future plantings. In addition, photo documentation at permanently established photo points (confirmed via GPS) will assist in tracking changes in vegetation communities over time. Subsequently, SNWA will use the data gathered from implementing these techniques to compile a list of specific planting methods that have been successful in the Wash and are therefore recommended specifically for the Wash.

Quantities for sediment, nitrogen, and phosphorus as a result of project implementation are to be derived by NDEP in consultation with SNWA. Should SNWA estimate load reductions, loading reduction for sediment shall be reported in tons; Reductions in nitrogen and phosphorus shall be reported in pounds. If estimated by SNWA, the method of load reduction calculation (by direct measurement, indirect measurement, or employment of a model) shall be described in the report.

(2) Track volunteer turnout at “Green-Up” events.

(3) Conduct water quality, biological, vegetation and wildlife monitoring on a regular basis to evaluate program effectiveness.

Task 2 - 2015 Water Smart Calendar

(1) Report the number of visitors accessing the www.lvwash.org (the Las Vegas Wash Coordination Committee), www.snwa.com (the SNWA’s website for information on the Las Vegas Wash) and www.lvstormwater.com (Stormwater Quality Management Committee) websites each month and compare that number to previous months/years.

Task 3 - Mabel Hoggard Math and Science Magnet School Field Trips

(1) Track success of Mabel Hoggard educational outreach by analyzing survey answers given by students prior to the field trip with those given after the field trip. Comparisons are made to evaluate what students learned from their tour experience. Additionally, evaluate effectiveness of field-trip program by comparing surveys from previous school years with those from current school year.

Task 4 - Public Service Announcements

(1) Track success of public service announcements by performing annual survey of residents' awareness and behavior changes.

Task 5 - Stormwater Pollution Poster Contest

(1) Track success of poster contest by comparing the number of workbooks sent to schools with the number of poster contest entries received, as well as the number of entries received from the current versus previous years' contests.

III. Measures of Success:

Achievement of long-term goals and overall success of the program will be measured by (1) improved water quality in the Wash and Lake Mead, including reduced total suspended solids concentrations; (2) increased native habitat; and (3) a more informed and environmentally aware public.

Short-term benefits from public education efforts with the goal of changing attitude and behavior are not easily measured. While the true indicator of success is ultimately dependent upon changes in behavior (such as decreased use of turf fertilizers and proper disposal of household chemicals), a number of other indicators will be used to identify short-term program effectiveness.

IV. Maintenance

Project outcomes are anticipated to have little to no operation and maintenance expenses, aside from the monitoring activities described above. The goal of the vegetation monitoring plan is to help ensure a minimum 80% success rate for at least two consecutive years, through either active plantings or passive re-establishment of native vegetation at each restoration site. To measure this goal, the Monitoring Plan describes specific vegetation monitoring techniques that are implemented at all planting sites in the Wash.

V. Contingency Plan

There is a great deal of flexibility built into this project. Activities can be reconfigured or relocated to reflect a variety of priorities, such as taking advantage of funding opportunities or shifting restoration to different locations. Similarly, shortfalls in funding can be accommodated by scaling back or modifying activities.

VI. Acknowledgements

When issuing statements, press releases, printed materials or other items describing any aspect of activities supported in whole or in part with funds provided under this contract, SNWA will ensure that the Nevada Division of Environmental Protection and the USEPA are acknowledged.

VII. Deliverables

1. Two Wash Green-Up events, resulting in the revegetation of approximately 20-30 acres of habitat in the Las Vegas Wash and increased community awareness and understanding.
2. 2015 Water Smart Calendar.
3. Implementation of Mabel Hoggard Field Trip Program.
4. Run a variety of Public Service Announcements (PSAs) all with the shared theme of non-point source pollution prevention.
5. Quarterly and annual reports¹ summarizing project accomplishments and activities.
6. Documentation supporting project expenditures and match amounts.
7. Final report detailing all activities and summary of activities, including evaluation of monitoring results and public outreach evaluation.
8. Other updates as requested by NDEP.

¹ To facilitate NDEP annual grant program reporting to and required by the US EPA, an Annual Project Report will be submitted to NDEP on or before July 15th in electronic format (MS WORD and/or MS Excel as appropriate). The Annual Report shall describe project activity during the previous 4 quarters (July through June) and shall include the following information:

1. A Summary of Progress made towards completion of the project; including:
 - a. Project budget, scheduling status and forecasts (Under or over budget? Behind or ahead of schedule?).
 - b. A description of any problems encountered during project implementation, and whether technical assistance is requested of NDEP, or if any contract amendments are anticipated to facilitate completion of the project.
 - c. A description of how pollutant load reductions will be calculated.
 - d. Pollutant load reductions thus far to include pounds of nitrogen and phosphorus, and tons of sediment captured.
 - e. An updated estimate of Pollutant Load Reduction expected upon completion of the project, or upon completion of project tasks at the end of the calendar year for those projects with recurring, ongoing installations of Best Management Practices.

Initiatives to Reduce Non-Point Source Pollution in Southern Nevada 2014

- f. A description of project successes, including photographs of project activities if appropriate.
- g. An assessment as to whether match requirements are being met in a timely fashion.

VIII. Project Timeline

Task 1: "Green-Up" Events

Fall 2014	Green-Up Event 1
Spring 2015	Green-Up Event 2

Task 2: 2015 Water Smart Calendar

Spring 2014	Design of calendar begins
Summer 2014	Design of calendar complete
Fall 2014	Calendar sent to print
December 2014	Calendar distributed to approximately 10,000 households in the Las Vegas Valley
January 2015	Project complete

Task 3: Mabel Hoggard Math and Science Magnet School Field Trips

Fall 2014	Field trip equipment replaced
December 2014-June 2015	Field trips

Task 4: Public Service Announcements

Fall 2014 and Spring 2015	Broadcast public service announcements
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Task 5: Stormwater Pollution Poster Contest

January - March 2015	Distribution of workbooks and contest information; event
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Monitoring

Ongoing through 6/30/15	Conduct water quality, biological, vegetation and wildlife monitoring Report results with analysis and evaluation of effectiveness of the program
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Public Outreach Evaluation

Ongoing through 6/30/15	Assess response of public to outreach efforts Report results with analysis and evaluation of effectiveness of the program
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IX. Detailed Project Budget

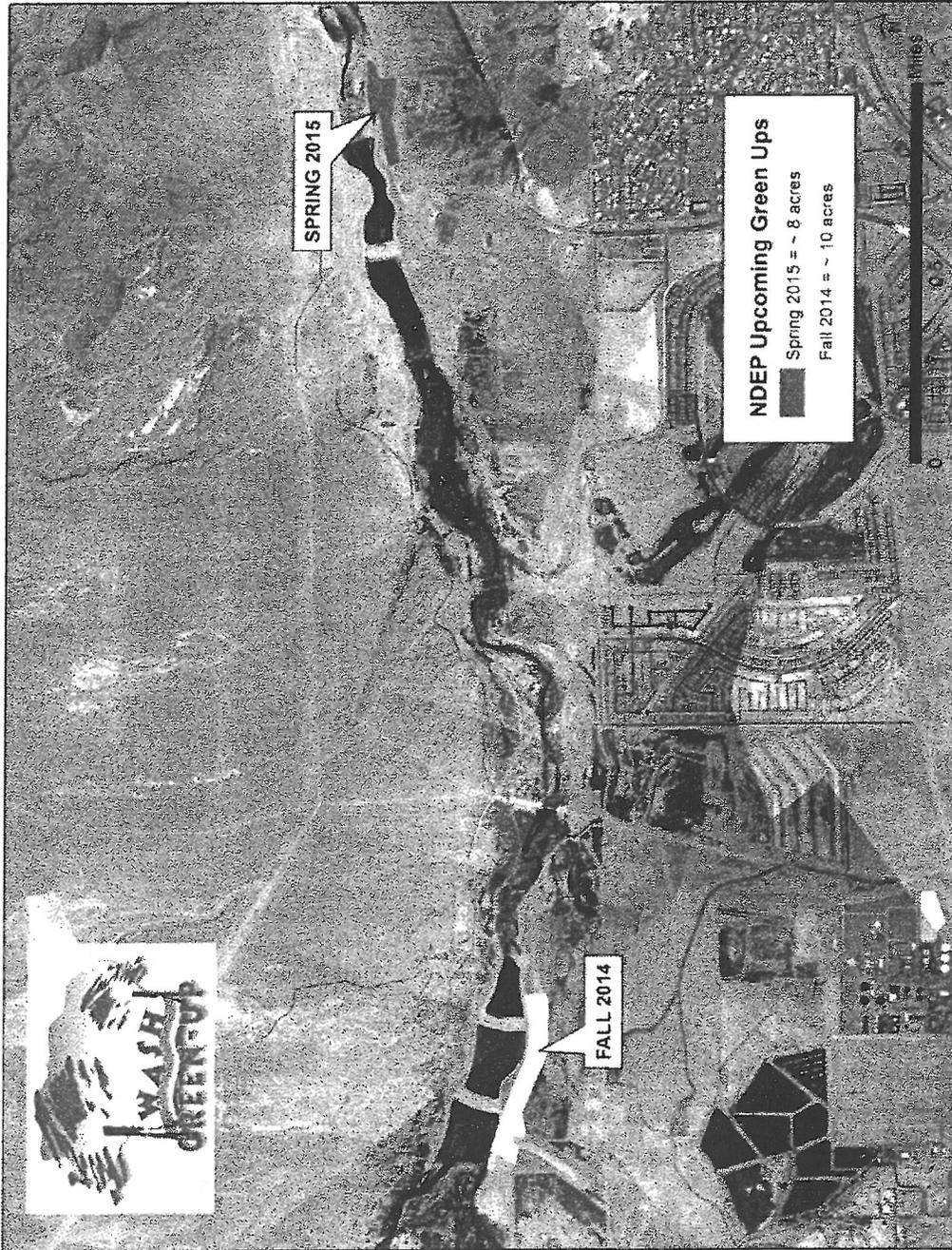
Detailed Project Budget: Initiatives to Reduce Non-Point Source Pollution in Southern Nevada, 2014	
Division #:	98
Subgrant Control #:	DEP S 14-021
SubGrantee:	Southern Nevada Water Authority
SubGrantee Contact:	Flanagan, Kathy
NDEP Contract Monitor:	Kiel, Jon Paul

Contract Award: \$64,060.00

REIMBURSIBLE EXPENDITURE BREAK-OUT - 319(f) FUNDS

Task	319(f)	Match - Cash	Match - In-kind	Project Totals
Grant Administration: Staff Salary	\$21,000.00			\$21,000.00
Green-Up Event Supplies	\$10,000.00			\$10,000.00
Green-Up Event Volunteer Lunch			\$40,000.00	\$40,000.00
Green-Up Event Volunteer Labor		\$10,000.00		\$10,000.00
Green-Up Event Staff Salaries	\$10,000.00			\$10,000.00
2015 Water Smart Calendar Printing and Photography	\$10,000.00			\$10,000.00
PSA Airtime	\$10,000.00	\$10,000.00		\$20,000.00
Mabel Hoggard Equipment Costs	\$500.00			\$500.00
Mabel Hoggard Field Trip Costs	\$2,500.00			\$2,500.00
Mabel Hoggard Field Trip Staff Salaries	\$6,560.00	\$6,560.00		\$13,120.00
Stormwater Pollution Poster Contest				
Supplies & Materials Distribution	\$3,500.00			\$3,500.00
Sub-Totals	\$64,060.00	\$26,560.00	\$40,000.00	\$130,620.00

X. Project Location Map, Green-Up Areas



**ATTACHMENT B:
ADDITIONAL AGENCY TERMS & CONDITIONS
SUBGRANT CONTROL #DEP-S 14-021, Southern Nevada Water Authority**

1. The Nevada Division of Environmental Protection shall pay no more compensation than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Subgrantee or by the Subgrantee's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$74.50 per hour.
2. **NDEP shall only reimburse the Subgrantee for actual cash disbursed.** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the Subgrant, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Subgrantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Subgrantee shall provide with each invoice a detailed fiscal summary that includes the approved Subgrant budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Subgrant amount.
3. The Subgrantee shall, as part of its approved scope of work and budget under this Subgrant, provide third party match funds of not less than: **\$66,560.00**. If match funds are required, the Subgrantee shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and Attachment C (Third Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Subgrant.
4. Unless otherwise provided in Attachment A (Scope of Work), the Subgrantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.
5. All payments under this Subgrant are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Subgrant, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Subgrant. If funds are not received from either source for the specific purposes of this Subgrant, NDEP is under no obligation to supply funding for this Subgrant. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Subgrant. Nothing in this Subgrant shall be construed to provide the Subgrantee with a right of payment over any other entity. If any payments that are otherwise due to the Subgrantee under this Subgrant are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Subgrantee if sufficient funds later become available.
6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.
7. Any funds obligated by NDEP under this Subgrant that are not expended by the Subgrantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Subgrant. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Subgrantee. The Subgrantee shall have no claim of any sort to such unexpended funds.
8. The Subgrantee shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	12%	10%
Services	07%	25%
Supplies	13%	28%
Equipment	11%	23%

The Subgrantee agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Subgrantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Subgrant is in effect and within fifteen (15) calendar days after the termination date of this Subgrant.

10. The books, records, documents and accounting procedures and practices of the Subgrantee or any subcontractor relevant to this Subgrant shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Subgrantee in the performance of its obligations under this Subgrant shall be the joint property of both parties. Such items must be retained by the Subgrantee for a minimum of three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Subgrantee, at the Subgrantee's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Subgrantee may disclose or use for purposes other than the performance of the Subgrantee's obligations under this Subgrant. For any work outside the obligations of this Subgrant, the Subgrantee must include a disclaimer that the information, report or products are the views and opinions of the Subgrantee and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Subgrant, the Subgrantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Subgrantee will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Subgrant is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Subgrant or after the conclusion of the use of the property for the purposes of this Subgrant during its term, be returned to NDEP at the Subgrantee's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Subgrantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Subgrant purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Subgrantee, NDEP may elect to terminate the Subgrant and to have the property immediately returned to NDEP by the Subgrantee at the Subgrantee's expense. To the extent authorized by law, the Subgrantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Subgrantee or the Subgrantee's agents or employees or any subcontractor or their agents or employees.

14. The Subgrantee shall use recycled paper for all reports that are prepared as part of this Subgrant and delivered to NDEP. This requirement does not apply to standard forms.

15. The Subgrantee, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Subgrant by the Subgrantee or the Subgrantee's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Subgrantee, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Subgrant by NDEP or NDEP's agents or employees.

16. The Subgrantee and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Subgrant shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Subgrant shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this Subgrant shall be brought in the First Judicial District Court of the State of Nevada. The Subgrantee and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Subgrant, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Subgrantee and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.

18. The Subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Subgrant without the prior written consent of NDEP.

ATTACHMENT C
To the Subgrant between
Nevada Division of Environmental Protection
and
Southern Nevada Water Authority, DEP-S 14-021

THIRD PARTY MATCH RECORD-KEEPING REQUIREMENTS

- A. If not included in the budget submitted in Attachment A of the contract, the Subgrantee shall provide to the Nevada Division of Environmental Protection (NDEP) a detailed match budget clearly distinguishing between cash and non-cash (in-kind) contributions, prior to submittal of the first invoice.
- B. With each invoice, the Subgrantee shall submit a detailed match schedule that includes: (1) the total match budget; (2) match expenditures for the current period; (3) cumulative match expenditures; and (4) balance remaining. Cash and in-kind expenditures must be identified separately
- C. The Subgrantee shall establish a file dedicated to this contract that includes the following:
1. For any declared in-kind contributions:
 - (a) An itemized listing of each employee's hourly rate, including the justification for the rate such as the current "Prevailing Wage Rates for Nevada Counties", NRCS cost-share rates, etc. .
 - (b) A Fringe Benefit detail and explanation.
 - (c) A copy of an approved Overhead/Indirect Cost Allocation Plan.
 - (d) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (e) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (f) Copies (or originals) of logs/schedules for equipment usage.
 - (g) Signed statements noting fair market value for in-kind donations of materials or supplies.
 2. For any declared cash contributions,
 - (a) An itemization of each employee's hourly rate including fringe benefits, overhead, and indirect cost.
 - (b) An itemization of per diem rates, equipment rental/usage rates, etc.
 - (c) Copies (or originals) of timesheets, with employee's and supervisor's signature, noting dates, hours, and projects worked.
 - (d) Copies (or originals) of logs/schedules for equipment usage.
 - (e) Copies (or originals) of invoices for materials, supplies, equipment, etc.
- D. The Subgrantee agrees and acknowledges that:
1. Neither the costs nor the values of third party match contributions being used to satisfy the match requirements of the attached contract have been or will be used to satisfy a cost share or match requirement of another federal grant agreement, federal procurement contract, or any other award of federal funds.
 2. Third-party match contributions or expenditures must be made within the effective dates of:
October 1, 2011 through June 30, 2015.
 3. All financial records, including match documentation, relevant to this project shall be retained by the Subgrantee for three years from the date of final payment by NDEP to the Subgrantee, and all other pending matters are closed.
 4. Reported match contributions deemed inappropriate or unreasonable during the invoice review process may be disallowed.
 5. NDEP may, at any time, audit the Subgrantees contract files to ensure compliance with the Third Party Match Record-Keeping Requirements. Reported match contributions deemed inappropriate or unreasonable during an audit may be disallowed.
 6. NDEP may require the Subgrantee to repay any funds provided to the Subgrantee under the attached contract that the Subgrantee is unable to match or provide adequate documentation for the reported match.

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

January 16, 2014

Subject: Amendment	Director's Backup
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve an amendment to the Interlocal Agreement between the City of Boulder City and the Authority adjusting Boulder City's share of capital costs.	

Fiscal Impact:

This adjustment is expected to generate additional funds to apply toward debt service costs of approximately \$328,000 in Fiscal Year 2016-17 and \$482,484 in Fiscal Year 2017-18.

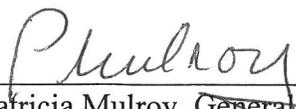
Background:

In April 2012, the Board of Directors approved an Interlocal Agreement between the City of Boulder City (City) and the Authority (Interlocal Agreement) regarding the City's contribution of its proportionate share of capital costs, as included in the Major Construction and Capital Plan.

On September 26, 2013, the Board adopted a rate increase to generate additional funds necessary to meet near-term debt service costs. That action created an obligation on the part of the City, as an Authority purveyor member, to remit their proportionate share. Accordingly, the proposed amendment modifies Section 4 (Payment) of the Interlocal Agreement in order to adjust the City's share of the increased debt service costs for Fiscal Year 2016-17 and Fiscal Year 2017-18. This adjustment is anticipated to provide additional contributions by the City of approximately \$328,000 in Fiscal Year 2016-17 and \$482,484 in Fiscal Year 2017-18.

This amendment is being entered into pursuant to NRS Chapter 277 and Section 6(c) 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:PDS:BVC:jw
 Attachment

AGENDA ITEM #	4
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AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BOULDER CITY
AND
THE SOUTHERN NEVADA WATER AUTHORITY
REGARDING BOULDER CITY'S SHARE OF CAPITAL COSTS

The Interlocal Agreement previously entered into between the City of Boulder City (City) and the Southern Nevada Water Authority (SNWA) on April 19, 2012, is amended as of January____, 2014, as follows:

4. Payment. The City will pay the contribution in whole by July 30 of each year. The City's current charge in lieu of infrastructure surcharge is \$576,858. Commencing in Fiscal Year 2016-17, based upon a scheduled increase in SNWA debt service costs, additional infrastructure surcharges or, in the City's case, charges in lieu of infrastructure surcharges, will be collected to account for the increase in debt service costs. In Fiscal Year 2016-17, the City agrees to pay an approximate additional charge of \$328,001 (for a total of \$904,859). In Fiscal Year 2017-18, the City agrees to pay an approximate additional charge of \$482,484 (for a total of \$1,059,342). The City and SNWA agree that, for succeeding fiscal years, they will consult with each other to discuss the contribution amount and means of lessening the impact on the City.

IN WITNESS WHEREOF, the Parties have caused this amendment to the Agreement to be executed by their duly authorized representatives the day and year first above written.

City of Boulder City

Southern Nevada Water Authority

By _____
Roger Tobler, Mayor

By _____
Patricia Mulroy, General Manager

Attest:

Attest:

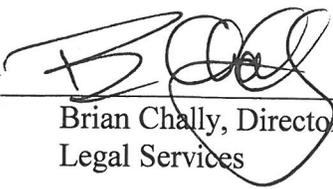
By _____
Lorene Krumm, City Clerk

By _____
Melissa Trammell, Board Clerk

Approved as to form:

Approved as to form:

By _____
Dave Olsen, City Attorney

By  _____
Brian Chally, Director of
Legal Services

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

January 16, 2014

Subject: Award of Construction Contract	Director's Backup
Petitioner: Ronald E. Zegers, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors award Contract No. 810U 01 C1, Silver Bowl and Archery Weirs, to Las Vegas Paving Corporation for the amount of \$11,692,000, authorize a change order contingency amount not to exceed \$1,160,000, and authorize the execution of the contract agreement or take other action as appropriate.	

Fiscal Impact:

The \$12,852,000 required to fund this contract will come from the proceeds of sales tax allocated to the Las Vegas Wash and reimbursements from the Southern Nevada Public Lands Management Act.

Background:

Contract No. 810U 01 C1 provides for construction of riprap and steel sheet pile erosion control structures and bank protection on the Las Vegas Wash, located as generally shown on Attachment A. The project is identified in the Authority's Las Vegas Wash Capital Improvements Plan and is scheduled to be completed in 2015.

Sealed bids were received, publicly opened, and read aloud on December 18, 2013. A tabulation of bids received is listed below:

Las Vegas Paving Corporation	\$11,692,000
Aggregate Industries-SWR, Inc.	\$11,949,500
Contri Construction Company	\$12,382,931
Eagle View Contractors	\$13,255,000
Capriati Construction Corp.	\$13,985,787

The Las Vegas Paving Corporation proposal is considered to be the best bid as defined by NRS 338.1389(2).

Award of this construction contract is authorized pursuant to NRS 338.1389 and Sections 5(g), 6(e), and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the item.

Respectfully submitted:



Patricia Mulroy, General Manager
PM:JJE:REZ:MRJ:GAH:TJM:smw
Attachments

AGENDA ITEM #

5

DOCUMENT 00 45 19

DISCLOSURE OF OWNERSHIP/PRINCIPALS AND DISCLOSURE OF RELATIONSHIP FORMS

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 Owner in determining whether members of the Owner's Board of Directors 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 NRS 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 Owner. Failure to submit the requested information may result in a refusal by the Owner 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 - 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), Physically-Challenged Business Enterprise (PBE), or Emerging Small Business (ESB). This may be needed in order to provide utilization statistics to the Legislative Counsel Bureau and will be used only for such purpose.

Minority Owned Business Enterprise:

An independent and continuing business for profit which performs a commercially useful function and is at least 51 percent 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:

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

Physically-Challenged Business Enterprise:

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

Small Business Enterprise:

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.

Emerging Small Business:

A business that has been certified by the Nevada Office of Economic Development.

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 a full-time employee(s) of the Owner 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 a full-time employee(s) of the Owner 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 employee of the Owner, public officer or official, or has a second degree of consanguinity or affinity relationship to an employee of the Owner, public officer, or official, this section must be completed in its entirety.

Business Entity Type						
<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	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business		
Corporate/Business Entity Name:		Las Vegas Paving Corp.				
(Include d.b.a., if applicable)						
Street Address:		4420 S. Decatur Blvd.		Website: www.lasvegaspaving.com		
City, State and Zip Code:		Las Vegas, NV. 89103		POC Name and Email: Darren Keser darren.keser@lasvegaspaving.com		
Telephone No:		251-5800		Fax No: 251-4891		
Local Street Address:		4420 S. Decatur Blvd.		Website: www.lasvegaspaving.com		
City, State and Zip Code:		Las Vegas, NV. 89103		Local Fax No: 251-4891		
Local Telephone No:		251-5800		Local POC Name Email: Darren Keser darren.keser@lasvegaspaving.com		
Number of Clark County, Nevada Residents Employed: 300						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent ownership or financial interest in the business entity appearing before the Owner's 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	Percent Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
MENDENHALL FAMILY TRUST	OWNER	100

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a full-time employee(s) of the Owner, or appointed/elected official(s)?

 Yes No (If yes, please note that employee(s) of the Owner, 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 a full-time employee(s) of the Owner, 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 Owner will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
DIRECTOR
 Title

RYAN MENDENHALL
 Print Name
12-17-13
 Date

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF OWNER EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO OWNER EMPLOYEE OR OFFICIAL	OWNER 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 Owner Use Only:

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

- Yes No Is the Owner employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the OWner employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

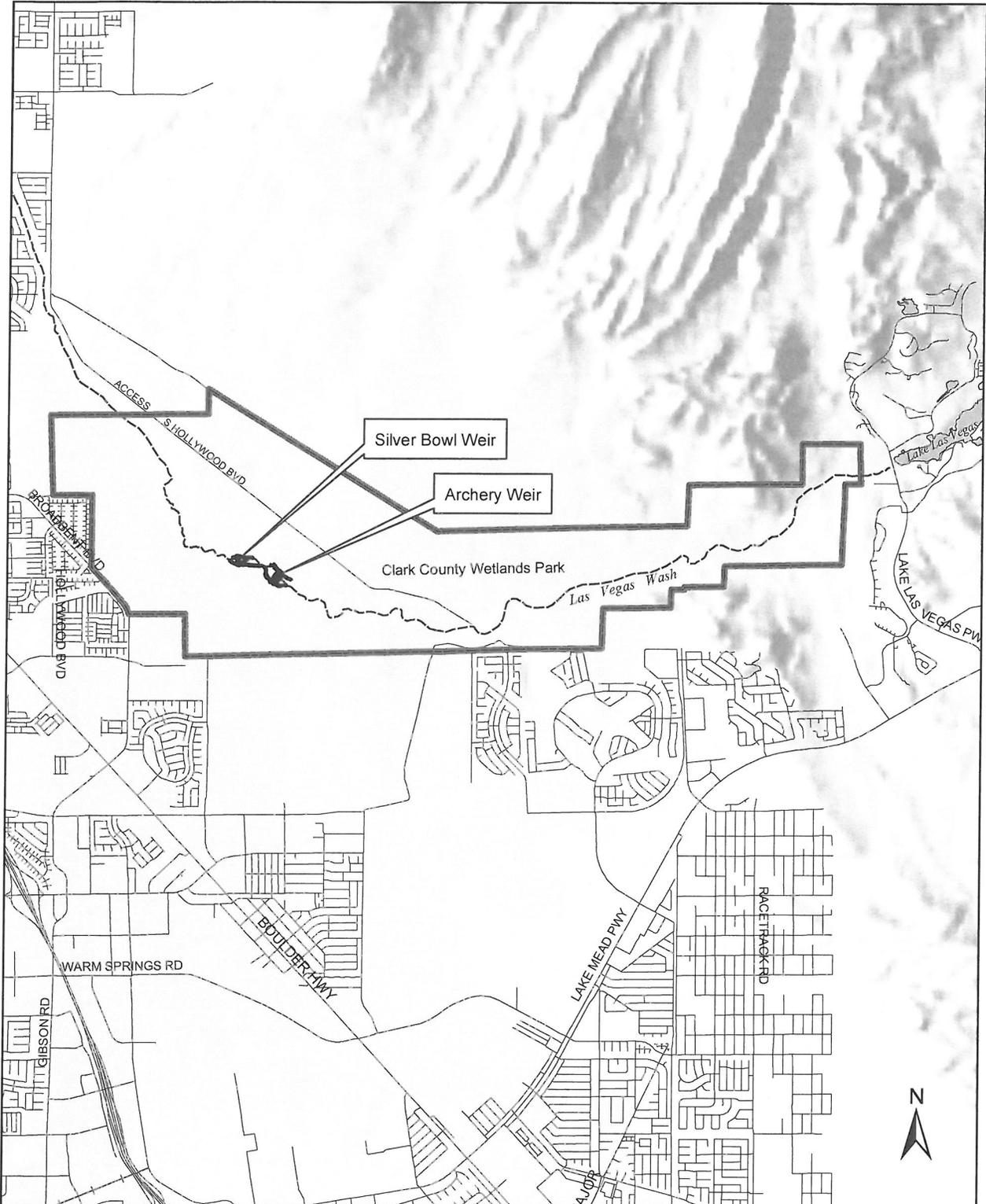


 Signature

DONALD C BITTLE, ENGINEERING PROJECT MANAGER
 Print Name
 Authorized Department Representative

**BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. 810U 01 C1
SILVER BOWL AND ARCHERY WEIR STRUCTURES**



DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and Las Vegas Paving Corporation hereinafter referred to as Contractor. Both Owner and Contractor are collectively referred to as the Parties.

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: **SILVER BOWL AND ARCHERY WEIRS**

Contract No: **810U 01 C1**

Public Works Project Identifying Number: **CL-2014-46**

2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
 - a. Addenda
 - b. General Requirements
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Agreement
 - f. Drawings
 - g. Technical Specifications
 - h. Permits
 - i. Bid Form and Accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
 - j. Bonds
 - k. Instructions to Bidders
 - l. Invitation to Bid and Legal Notice
 - m. Notice of Award
 - n. Final Notice to Proceed

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16.2.D of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: Contractor has caused this agreement to be executed this _____ day of _____, 20____.

WITNESS/ATTEST:

LAS VEGAS PAVING CORPORATION

_____ By: _____
Signatory Empowered to Bind Contractor

Type or Print Name

Official Title

THIS AGREEMENT shall be in full force and effect as of the _____ day of _____, 20____, when it was duly signed by the proper officer of the Southern Nevada Water Authority.

SOUTHERN NEVADA WATER AUTHORITY

By _____
Patricia Mulroy
General Manager

(SEAL)

END OF DOCUMENT

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
 January 16, 2014

Subject: Amendment	Director's Backup
Petitioner: Ronald E. Zegers, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve the Second Amended and Restated Agreement between the United States Department of the Interior, Bureau of Reclamation and the Authority for sharing of equipment rental, materials and subcontractors' service costs in the Las Vegas Wash for an amount not to exceed \$900,000.	

Fiscal Impact:

The previous commitment from the proceeds of sales tax allocated to the Las Vegas Wash in the amount of \$5,400,000 will be increased to an amount not to exceed \$6,300,000, if the above recommendation is approved. The \$900,000 required to fund this agreement will come from the proceeds of sales tax allocated to the Las Vegas Wash.

Background:

On August 21, 2003, the Board of Directors approved the United States Department of the Interior, Bureau of Reclamation (Reclamation) Agreement No. 03MU300003 which provided for the Authority to share the cost of construction equipment rented by Reclamation for use in construction of erosion control facilities in the Las Vegas Wash (Wash). On May 20, 2004, the Board approved an Amended and Restated Agreement which expanded the scope of cost sharing to include Reclamation's purchase of construction materials and subcontractor services provided at the Wash. In 2006, 2009, and 2012 the Board approved subsequent Amendments 001 through 003, which extended the term of the agreement and ultimately increased the Authority's financial commitment to \$5,400,000.

The attached Second Amended and Restated Agreement modifies the Authority's method of cost sharing from reimbursement of funds expended by Reclamation to an advanced payment method. Funds not expended by Reclamation will be reimbursed to the Authority. This change is necessitated by a change in Federal policy, which now states that non-Federal entities must advance funds before a Federal agency can obligate funds to undertake work on that entity's behalf. The Second Amended and Restated Agreement also provides additional funds for sharing construction costs during fiscal years 2014, 2015, and 2016 and extends the agreement to September 30, 2016.

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

Respectfully submitted:


 Patricia Mulroy, General Manager
 PM:JJE:REZ:MRJ:GAH:kjc
 Attachment

AGENDA ITEM #	6
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**SECOND AMENDED AND RESTATED
AGREEMENT NUMBER 03MU300003**

**BETWEEN THE SOUTHERN NEVADA WATER AUTHORITY
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF RECLAMATION
FOR
ADVANCE FUNDING OF EQUIPMENT RENTAL, MATERIALS, AND
SUBCONTRACTOR SERVICES FOR USE
IN THE LAS VEGAS WASH**

THIS Second Amended and Restated Agreement Number 03MU300003 is made and entered into this _____ day of _____, 2014 by and between the SOUTHERN NEVADA WATER AUTHORITY (Authority), acting by and through the Board of Directors and THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation), both of which are, at times, collectively referred to as "Parties" and individually as "Party". This Agreement is made pursuant to the Act of Congress approved June 17, 1902 (32 stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Law.

1. The Southern Nevada Water Authority and the United States Department of the Interior, Bureau of Reclamation hereby agree that the provisions of Agreement Number 03MU300003, dated August 21, 2003, as amended and restated in 2004, 2006, 2009, and 2012, are hereby deleted in their entirety and replaced as follows:

2. EXPLANATORY RECITALS

- 2.1 WHEREAS, increasing flows in the Las Vegas Wash (Wash) have hydraulically altered the Wash resulting in channel erosion, a lowered water table and the loss of many acres of wetlands; and
- 2.2 WHEREAS, to mitigate these problems, both the Authority and Reclamation are involved in channel and bank stabilization activities in the Wash; and
- 2.3 WHEREAS, Reclamation has contracted for equipment rental, materials, and subcontractor services for the purposes of stabilization efforts along the Wash and the Parties wish to enter into this

Agreement to furnish funding to Reclamation in advance to cover the costs of the equipment rental, materials, and subcontractor services.

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

3. TERMS OF AGREEMENT

- 3.1 This Agreement shall become effective upon the date first above written and shall continue in effect through three (3) fiscal years, FY14, FY15, and FY16, expiring on September 30, 2016.
- 3.2 The Agreement may be terminated at any time by either Party with a thirty (30) day written notice to the other Party.
- 3.3 Notwithstanding the provisions in Articles 3.1 and 3.2, the rights and obligations of the Parties to this Agreement incurred prior to termination of this Agreement shall survive such termination.

4. SERVICES TO BE PERFORMED; COSTS

- 4.1 This Agreement is to provide for the advance funding of equipment rental, materials, and subcontractor services for use in the Wash.
- 4.2 Reclamation has competitively bid and contracted for equipment rental, materials, and subcontractor services for the purposes of channel and bank stabilization efforts along the Wash. To provide funds to meet these costs, the Authority agrees to advance funds to Reclamation in an amount of approximately \$300,000 per fiscal year prior to the start of the work, not to exceed a total of \$900,000 for the period of FY14, FY15, and FY16.
- 4.3 Reclamation will provide copies of invoices to the Authority of the costs of equipment rental, materials, and subcontractor services. Reclamation and the Authority will mutually agree upon the amount to be advanced by the Authority prior to commencing any work. Reclamation will establish a reimbursable cost authority account into which Authority payments will be made.
- 4.4 Upon expiration of this Agreement on September 30, 2016, or termination of this Agreement for any reason, all unused funds received by Reclamation under this Agreement or any modification thereto shall be returned by Reclamation to the Authority within thirty (30) days.

5. AUTHORITY

This Agreement is entered into under the authorization of the Reclamation Act of 1902, June 17, 1902; Colorado River Basin Salinity Control Act, Title II; Colorado River Front Work and Levee System; Water Resources Development Act of 2000, Public Law 106-541, and in accordance with Office Of Management and Budget Circular A-11 Section 20.4.

6. LIABILITY

6.1 Reclamation shall perform its obligations under this Agreement in the capacity of a Federal agency. Nothing contained in this Agreement shall be construed as making any Party hereto the agent, employee, co-venturer, or representative in any capacity whatsoever of any other Party hereto. No Party assumes liability for claims or actions arising solely out of the performance of work under this Agreement by another Party or its agents.

6.2 Liability of the United States resulting from the negligence of its employees shall be governed by the Federal Tort Claims Act (28 U.S.C. 2671, *et. seq.*). The Authority recognizes that the Federal Tort Claims Act operates to provide liability coverage for the United States Government and its employees in lieu of ordinary insurance coverage.

6.3 Liability of the Authority shall be governed by Nevada law including, but not limited to, Nevada Revised Statute 41.035.

7. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

7.1 This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving advances and contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures.

7.2 The expenditure or advance of any money or the performance of any obligation by the United States under this Agreement shall be contingent upon appropriation or allotment of funds by Congress. No liability shall accrue to the United States in the case funds are not appropriated. Except for actions that survive termination under this Agreement, absence of appropriation or allotment of funds by the necessary action shall relieve the Authority from any further obligation under this Agreement

8. AMENDMENTS

This Agreement may be modified or amended as necessary upon written consent of the Parties.

9. UNCONTROLLABLE FORCES

Each Party will act with good faith in completing respective responsibilities described in Article 4. To the extent that performance of an obligation under this Agreement is prevented or delayed by any cause which is beyond the reasonable control of any Party, such non-performance will be deemed justified and a revised schedule or redistribution of responsibilities will be established.

10. GOVERNING LAW AND VENUE

Both Federal and Nevada laws govern this Agreement. In cases of conflict between Federal and State law, Federal law controls. In the event of a dispute amongst the Parties relating to the terms and performance under this Agreement, the Parties agree that such litigation will be filed in Clark County, Nevada.

11. JUDICIAL REMEDIES NOT FORECLOSED

11.1 Nothing herein shall be construed as depriving any Party from pursuing and prosecuting any remedy which would otherwise be available to such Party.

11.2 Nothing herein shall be construed as depriving any Party of any defense thereto which would otherwise be available.

12. INTEGRATIONS

No representations or promises are binding on any party, except those representations and promises contained in this Agreement or in some future written representations or promises signed by all Parties.

13. OFFICIALS NOT TO BENEFIT

No member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

14. NOTICES AND AUTHORIZED REPRESENTATIVES

Notice given pursuant to the provisions of this Agreement, or which are necessary to carry out its provisions, must be in writing and delivered personally to whom the notice is to be given, or mailed, postage prepaid, addressed to that authorized representative. The Parties' authorized representatives and their addresses for this purpose are as follows:

To the Bureau of Reclamation:

Becky J. Blasius, LC 2628
U.S. Bureau of Reclamation
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, NV 89006
(702) 293-8109
bblasius@usbr.gov

To the Southern Nevada Water Authority:

Gerry Hester
Southern Nevada Water Authority
1900 E. Flamingo, Suite 170
Las Vegas, NV 89119
(702) 862-3491
gerry.hester@snwa.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and the year written above.

SOUTHERN NEVADA WATER AUTHORITY

Mary Beth Scow, Chair

Date: _____

APPROVED AS TO FORM:



Laura Ellen Browning, Project Attorney

Date: 1-7-14

BUREAU OF RECLAMATION

Terrance J. Fulp
Regional Director, Lower Colorado Region

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Katherine Ott Verburg, Field Solicitor

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
 January 16, 2014

Subject: Agreement	Director's Backup
Petitioner: Philip D. Speight, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve an agreement between the Colorado River Commission and the Authority for repayment of the Authority's proportionate share of the cost of securities issued by the Colorado River Commission to prepay Hoover power base charges.	

Fiscal Impact:

There will be a savings of approximately \$30,000 annually to the Authority's Operating Budget.

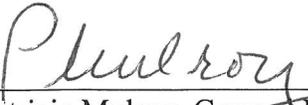
Background:

The Authority currently makes payments to the Colorado River Commission (CRC) for its individual proportionate share of all capital as well as operational and maintenance costs at Hoover Dam. A portion of the costs borne by the Authority is associated with reimbursing the Federal Treasury for construction funds advanced to construct the Hoover Visitor Center and Hoover Airslots (Federal Reimbursement Obligation). The Federal Reimbursement Obligation is payable, with interest, through 2045. The current interest rate for the Federal Reimbursement Obligation associated with the Hoover Visitor Center is 8.06 percent; the interest rate for the Hoover Airslots is 9.84 percent.

This agreement, along with similar agreements between the CRC and other Hoover contractors, will allow the CRC to pay off the Federal Reimbursement Obligations. As a result, remaining debts can be refinanced at much lower interest rates. The savings to the Authority is estimated to be \$30,000 annually.

This agreement is being entered into pursuant to NRS Chapter 277 and Sections 5(f) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:


 Patricia Mulroy, General Manager
 PM:JJE:PDS:SPK:cc
 Attachment

AGENDA ITEM #	1
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STATE OF NEVADA

COLORADO RIVER COMMISSION



CONTRACT NO. P95-79
BETWEEN THE
COLORADO RIVER COMMISSION
AND THE
SOUTHERN NEVADA WATER AUTHORITY

AGREEING TO REPAY ITS PROPORTIONATE SHARE OF
THE COST OF SECURITIES ISSUED BY THE COMMISSION TO
PREPAY HOOVER POWER BASE CHARGES

CONTRACT NO. P95-79
BETWEEN
THE
COLORADO RIVER COMMISSION
AND THE
SOUTHERN NEVADA WATER AUTHORITY

AGREEING TO REPAY ITS PROPORTIONATE SHARE OF
THE COST OF SECURITIES ISSUED BY THE COMMISSION TO
PREPAY HOOVER POWER BASE CHARGES

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CONTRACT NO. P95-79
BETWEEN
THE
COLORADO RIVER COMMISSION
AND
THE
SOUTHERN NEVADA WATER AUTHORITY

AGREEING TO REPAY ITS PROPORTIONATE SHARE OF
THE COST OF SECURITIES ISSUED BY THE COMMISSION TO
PREPAY HOOVER POWER BASE CHARGES

1. PARTIES. THIS CONTRACT, effective as of the ____ day of _____ 2014, is made between the State of Nevada (the “State”), acting by and through its COLORADO RIVER COMMISSION (the “Commission”), created by and existing pursuant to State law, the Commission acting both as principal on its own behalf and as an agent in behalf of the State, and the SOUTHERN NEVADA WATER AUTHORITY (the “Authority”), a political subdivision of the state of Nevada created on July 25, 1991, pursuant to the provisions of Chapter 277 of NRS, its successors and assigns, each sometimes hereinafter individually called “Party,” and both sometimes hereinafter collectively called “Parties.”

2. EXPLANATORY RECITALS.

2.1 WHEREAS, the Commission has entered into a contract with the United States of America, acting by and through the Western Area Power Administration (“Western”), for the purchase of the Commission’s portion of the State’s share of power from the Boulder Canyon Project (“Hoover Dam”), during the period June 1, 1987 to September 30, 2017; and,

2.2 WHEREAS, the Commission’s 1987 federal Hoover power contract requires the Commission to pay for the Commission’s portion of the State’s share of power from Hoover Dam, according to hydropower rates approved by Western, which hydropower rates include amounts sufficient to repay the Commission’s portion of the State’s share of the cost of certain debt associated with the Hoover Dam Visitor Center and with the Hoover Dam Airslots (the total amount of the debt associated with the Hoover Dam Visitor Center and the Hoover Dam Airslots

being collectively referred to herein as the “Hoover Debt”; and the State’s share of the Hoover Debt being collectively, referred to herein as the “Debt”); and,

2.3 WHEREAS, the City of Boulder City’s 1987 federal Hoover Power contract requires Boulder City to pay for its portion of the State’s share of power from Hoover Dam according to hydropower rates approved by Western, which hydropower rates include amounts sufficient to repay Boulder City’s portion of the Debt; and,

2.4 WHEREAS, the interest rate on that portion of the Debt associated with the Hoover Dam Visitor Center is 8.06%, and the interest rate on that portion of the Debt associated with the Hoover Dam Airslots is 9.84%; and,

2.5 WHEREAS, in 1987 the Commission executed contracts with the Nevada Schedule A and Schedule B Hoover Contractors (defined herein), including the Authority, for the purchase of Hoover Power (defined below) at certain rates charged by the Commission, which rates include amounts sufficient to permit the Commission to repay the Commission’s portion of the State’s share of power from Hoover Dam (a portion of which is applied to the repayment of the Commission’s portion of the Debt); and,

2.6 WHEREAS, at the interest rates currently charged on the Debt, the Nevada Schedule A and Schedule B Hoover Contractors’ share of the cost of the repayment of the Debt through Hoover Power rates will cost them a total of \$80,595,073.50 (based on current principal balances of \$26,464,061 for the Commission’s Schedule A and Schedule B contractors and \$1,730,757 for the City of Boulder City Schedule A); and,

2.7 WHEREAS, the federal Hoover contractor group comprised of all Schedule A and Schedule B Hoover contractors in Nevada, California and Arizona (“the Federal Hoover Contractors”) is considering prepaying the Hoover Debt in order to benefit from current interest rates, which are substantially lower than the interest rates applicable to the Hoover Debt; and,

2.8 WHEREAS, due to current market conditions, rates charged to the Nevada Schedule A and Schedule B Hoover Contractors for Hoover Power could be substantially reduced

if these contractors authorized the Commission to issue securities to prepay the cost of base charges associated with the capacity and energy generated by Hoover Dam to the extent necessary to prepay Debt that is currently included in Western's Hoover power rates from 2014 through 2045; and,

2.9 WHEREAS, the 2013 session of the State legislature enacted S.B. 438 (the "Act"), which gave the Commission the authority to borrow a principal amount not to exceed \$35,000,000 and to issue general and special obligation securities payable from certain revenue of the State (the "Securities"), for the purpose of prepaying the cost of electrical capacity and energy generated directly from Hoover Dam, or for the purpose of paying, financing or refinancing a portion of the capital costs which contribute to the ongoing costs of electrical capacity and energy generated from Hoover Dam; and,

2.10 WHEREAS, both the United States Bureau of Reclamation ("Reclamation") and Western have agreed, in the payoff letters included in Exhibit A attached hereto, to permit the prepayment and extinguishment of the Hoover Debt, and to extinguish the Hoover Debt, and to exclude repayments of the Hoover Debt from future Hoover power billings beginning October 1, 2014, provided that the Federal Hoover Contractors pay one hundred percent of the Hoover Debt by a date prior to March 31, 2014; and,

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

3. DEFINITIONS. As used in this Contract, the following terms have the meanings ascribed to them in the following subsections:

3.1 Authorized Representative. A representative of a Party designated in accordance with Section 12 of this Contract.

3.2 Bond Repayment Contract: This Contract No. P95-79 between the Commission and the Authority.

3.3 Closing. The date upon which each of the following conditions are satisfied:

3.3.1 The Commission has, pursuant to paragraph 6.1 hereof and on behalf of the Contractor and each other person party to a Bond Repayment contract with the Commission, issued the Securities and delivered the proceeds thereof to Western; and,

3.3.2 All of the other Federal Hoover Contractors not party to a Bond Repayment contract with the Commission have irrevocably delivered to Western their proportionate share of the Hoover Debt.

3.4 Commission. The Colorado River Commission of Nevada.

3.5 Commission's federal Hoover Electric Service Contract. The contract between the Commission and the United States of America for electric service from the Boulder Canyon Project effective January 1, 1987, designated as Western's Contract No. DE-MS65-86WP39579, and all exhibits and amendments thereto; and all successor agreements to that contract.

3.6 Contractor. The Southern Nevada Water Authority.

3.7 Day. A calendar day.

3.8 Executive Director. The Executive Director of the Commission.

3.9 Fiscal Year. The 12-month period so designated by federal law. Until changed by federal law, Fiscal Year means the period commencing October 1 of each year, immediately following midnight of September 30, and ending at midnight of September 30 of the following year.

3.10 Hoover Power. The amount of contingent capacity and firm energy the Commission, or the United States of America, provides to a contractor from Hoover Dam.

3.11 Hoover Power Contract. Contract No. P95-79 between the Commission, or the United States of America, and the Authority, for the Sale of Electric Power from the Boulder Canyon Project.

3.12 Hoover Power Plant Act. The Act of Congress approved August 17, 1984 (98 Stat. 1333), as amended.

3.13 Hoover Power Allocation Act. The Act of Congress approved December 20, 2011 (125 Stat. 777), as amended.

3.14 Nevada Schedule A and Schedule B Hoover Contractors. The entities entering into contracts with the Commission, or with the United States of America, for the purchase of Electric Power from the Boulder Canyon Project, which are listed on Exhibit B attached hereto.

3.15 Reclamation. The Bureau of Reclamation of the United States Department of the Interior.

3.16 Schedule A. The schedule captioned “Schedule A” appearing in section 105(a)(1)(A) of the Hoover Power Allocation Act.

3.17 Schedule B. The schedule captioned “Schedule B” appearing in section 105(a)(1)(B) of the Hoover Power Allocation Act.

3.18 Schedule D. The schedule captioned “Schedule D” appearing in section 105(a)(1)(D) of the Hoover Power Allocation Act.

3.19 Western. The Western Area Power Administration of the United States Department of Energy.

4. TERM OF CONTRACT; DATE OF AVAILABILITY.

4.1 Term of Contract. This Contract shall become effective on the date first written above and shall remain in effect until the date on which all of the obligations of the Parties hereunder have been met, unless terminated earlier in accordance with the provisions set forth in this Contract.

5. CONTRACTS WITH HOOVER POWER CUSTOMERS FOR POST-2017 HOOVER POWER.

5.1 Commission’s Legal Right to Post-2017 Hoover Power: In the year 2011, the United States Congress enacted the Hoover Power Allocation Act, which requires the United States Secretary of Energy to offer to the Commission a new contract for contingent capacity and firm energy from Hoover Dam, beginning October 1, 2017, and ending September 30, 2067, in amounts

equal to ninety-five percent of the Commission's current allocations of Schedule A and B Hoover Power, existing amounts of Schedule C excess energy, and the following amounts of Schedule D power: 11,510 kW of contingent capacity and firm energy in thousands of kWhs of 17,580 in summer and 7,533 in winter for a total of 25,113kWhs.

5.2 Boulder City's Legal Right to Post-2017 Hoover Power: In addition to mandating the allocation of the Hoover power to the Nevada Hoover Contractors, as set forth in paragraph 5.1 above, the Hoover Power Allocation Act also requires the United States Secretary of Energy to offer to Boulder City a new contract for contingent capacity and firm energy from Hoover Dam, beginning October 1, 2017 and ending September 30, 2067, in amounts equal to ninety-five percent of Boulder City's current allocation of Schedule A Hoover Power.

5.3 Commission's Agreement to Contract with Nevada Schedule A and Schedule B Hoover Contractors for Post-2017 Hoover Power: Following execution of the Commission's contract with the United States Secretary of Energy for post-2017 Hoover Power under paragraph 5.1 above, and pursuant to NRS 538.181(7) and Nevada Administrative Code 538.500(5), the Commission agrees to offer to each of the Nevada Schedule A and Schedule B Hoover Contractors which currently hold a Hoover Power contract with the Commission, a new contract for a term of fifty years under which each of these Nevada Schedule A and Schedule B Hoover Contractors will be eligible to receive Hoover Power at cost-based rates, in a quantity equal to or not less than ninety-five percent of such Nevada Schedule A and Schedule B Hoover Contractor's then current allocation of Hoover Power under its then current contract with the Commission, effective October 1, 2017. The amount of the Nevada Schedule A and Schedule B Hoover Contractors' current and proposed post-2017 Hoover Power allocations are set forth on Exhibit C attached hereto.

5.4 Commission Process for Approving Post-2017 Hoover Power Contracts: Without limiting or restricting the rights and obligations set forth in paragraph 5.3 above, the Commission will finalize the post-2017 Hoover contracts through an open and public process that will result in

the contracts being presented to the Commission for consideration and action no later than September 30, 2017.

6. COMMISSION AGREEMENT TO WORK WITH OTHER FEDERAL HOOVER CONTRACTORS TO PREPAY DEBT; AUTHORIZATION OF SECURITIES.

6.1 Commission Work to Support Reduction of Nevada Schedule A and Schedule B Hoover Contractors' Costs of Repayment of the Debt: The Commission agrees to cooperate with the other Federal Hoover Contractors to attempt to prepay the Hoover Debt. By its execution of this Contract, the Contractor authorizes the Commission to issue one or more series of Securities pursuant to Section 6.2 hereof for the purpose of prepaying the cost of base charges associated with capacity and energy generated directly from Hoover Dam, or for the purpose of paying, financing or refinancing a portion of the capital costs which contribute to the ongoing costs of base charges associated with electrical capacity and energy generated from Hoover Dam, the net proceeds of which would be used by Reclamation and Western to prepay the Debt.

6.2 Commission Utilization of Short-term Financing and Long-term Bonds to Finance Accelerated Repayment of the Debt: The Commission may initially issue short-term, medium-term, or refundable Securities for the purposes described in Section 6.1 hereof. The Commission may retire or refinance any short-term, medium-term or refundable Securities previously issued pursuant to the first sentence of this Section 6.2 through the issuance of additional medium-term or refundable Securities, if applicable, or through the issuance of long-term general obligation Securities, or may initially issue long-term general obligation Securities for the purposes described in Section 6.1 hereof. The Commission will use commercially reasonable efforts, within its authority under NRS 538.166, NRS 538.206, and the Act, to issue long-term general obligation Securities for the purposes described in Section 6.1 hereof as soon as reasonably practicable following the Closing if such long-term general obligation Securities can be issued on terms the Commission determines to be favorable to the Nevada Schedule A and Schedule B Hoover Contractors and the State of Nevada. All Securities will be

issued in consultation with the Nevada State Treasurer, pursuant to the Commission's authority under the Act, NRS 538.166 and 538.206, and the State Securities Law, NRS 349.150 through 349.364.

6.3 Failure to Complete the Closing. If the Federal Hoover Contractors fail to accomplish the Closing with Western by October 1, 2014, the Commission shall retire any outstanding Securities issued pursuant to this Contract within 90 days of October 1, 2014, with the proceeds of the outstanding Securities and other monies provided to the Commission by the Nevada Schedule A and Schedule B Hoover Contractors in the manner described in the immediately following sentence. Any issuance costs, accrued interest, and other expenses not repaid with the proceeds of the outstanding Securities shall be repaid to the Commission by the Nevada Schedule A and Schedule B Hoover Contractors in proportion to their operating year 2014 Hoover capacity and energy schedules pursuant to a special assessment in full in the next monthly billing cycle.

7. COMMISSION BILLING OF NEVADA HOOVER CONTRACTORS FOR REPAYMENT OF DEBT SERVICE ON THE SECURITIES.

7.1 Commission Billing to Nevada Hoover Contractors for Repayment of Debt Service on the Securities: In order for the Commission to ensure that it has sufficient cash flow to pay the debt service on the Securities in a timely manner, the Commission will bill each of the Nevada Schedule A and Schedule B Hoover Contractors one month in advance for its proportionate share of the debt service on the Securities, on the contractor's monthly bill. Billings to the Nevada Schedule A and Schedule B Hoover Contractors will begin on September 1, 2014; and billings to the Nevada Schedule D Hoover Contractors will begin on October 1, 2017, which billing shall include charges for both October and November, 2017. Billings will end on the date when the Securities are fully paid. Each Nevada Schedule A and Schedule B Hoover Contractor's proportionate share of the debt service on the Securities shall be determined in accordance with the balance of the provisions of this Section 7.

7.2 Commission Proportional Billing of Nevada Schedule A and Schedule B Hoover Contractors for Repayment of Debt Service: The Commission will calculate each Nevada Schedule A and Schedule B Hoover Contractor's proportionate share of the debt service on the Securities in accordance with its sharing percentage set forth in Exhibit C attached hereto and in accordance with the Calculation Methodology and Schedule of Payments set forth in Exhibit D attached hereto.

7.3 Additional Provision for Commission Billing of Boulder City for Repayment of Debt Service: In addition to complying with the other requirements of this section, the full amount of Boulder City's proportionate share of the repayment of debt service on the Securities will be included on Boulder City's bill from the Commission.

7.4 Payment by Schedule A and Schedule B Hoover Contractors: Each Nevada Schedule A and Schedule B Hoover Contractor shall pay its proportionate share of the debt service on the Securities (as reflected in Exhibit D-Schedule of Payments, attached hereto) by direct payment of money to the Commission pursuant to the Commission's invoice for such Nevada Schedule A and Schedule B Hoover Contractor's monthly bill.

7.5 Amendment of Exhibits to Include Nevada Schedule D Hoover Contractors: The Executive Director will amend Exhibits C and D to include all Nevada Schedule D Hoover Contractors, as well as all Nevada Schedule A and Schedule B Hoover Contractors, effective October 1, 2017.

7.6 Commission Proportional Billing of Nevada Schedule D Hoover Contractors for Repayment of Debt Service: The Commission will calculate each Nevada Schedule D Hoover Contractor's proportionate share of the debt service on the Securities in accordance with its sharing percentage set forth in Exhibit C attached hereto and in accordance with the Calculation Methodology and Schedule of Payments set forth in Exhibit D attached hereto.

7.7 Payment by Schedule D Hoover Contractors: Each Nevada Schedule D Hoover Contractor shall pay its proportionate share of the debt service on the Securities (as reflected in

Exhibit D-Schedule of Payments, attached hereto) by direct payment of money to the Commission pursuant to the Commission's invoice for such Nevada Schedule D Hoover Contractor's monthly bill.

7.8 Commission Adjustment of its Schedule A and B Billings to Reflect Schedule D Allocations: The Commission will adjust the billings to the Nevada Schedule A and Schedule B Hoover Contractors to reflect allocations to the Nevada Schedule D Hoover Contractors following commencement of billing to and payment by Nevada Schedule D Hoover Contractors in 2017.

7.9 Commission Adjustment of Nevada Schedule A and B Hoover Contractors' proportionate shares of the Debt Service Billings to Reflect Monthly Lay-off, Pooling and Sale of Hoover Capacity and Energy between October 1, 2014 and September 30, 2017: The Commission will adjust the debt service billings in its bills to each Nevada Schedule A and Schedule B Hoover Contractor that participates in the lay-off, pooling or sale of Hoover Power to reflect monthly lay-off and pooling of Hoover Power by including the total annual cost of its debt service on the Securities in the Hoover Schedule A and Schedule B Capacity and Energy retail and wholesale pooling and sale rates in accordance with the contractor's Hoover Power Contracts, Operational Agreements, and scheduling instructions.

7.10 Commission Adjustment of the Schedule A, B and D proportionate share of the Debt Service Billings to Reflect Monthly Lay-off, Pooling and Sale of Hoover Capacity and Energy among Hoover Schedule A, Schedule B and Schedule D Contractors, effective October 1, 2017: The Commission staff will adjust the debt service portion of its billings sent to each Nevada Schedule A, Schedule B and each Schedule D Hoover Power Contractor pursuant to the provisions of this Section 7 to reflect monthly lay-off, pooling and sale of capacity and energy from Hoover Dam by including the total annual costs for the repayment of debt service in the Hoover Schedule A, Schedule B and Schedule D Capacity and Energy retail and wholesale pooling and sale rates in accordance with the contractor's Hoover Power Contracts, Operational Agreements, and scheduling instructions.

7.11 Commission Work with Western to Avoid Overlapping Billings: The Commission will work with Western to prevent inclusion in the bills of amounts based upon repayment of the Debt at current rates, during the same billing cycle when the Commission's Hoover contractors will be billed for repayment of the costs of the Securities. In the event there is overlapping of billing from Western, the Commission will work with Western to credit any overpayment, including interest in the form of carry-over, in Western's billings for the next Fiscal Year.

8. CONTRACTOR'S AGREEMENT TO FUND REPAYMENT OF THE SECURITIES.

8.1 Contractor's Agreement to Fund Securities Repayment: The Contractor agrees to fund its proportionate share of the amounts needed to repay the Securities through timely payment of the amounts billed to it by the Commission through its monthly bills, for the full term of the Securities, subject to the terms of this Bond Repayment Contract. For the avoidance of doubt, such repayment obligation includes repayment of the Contractor's proportionate share of all series of Securities issued pursuant to Section 6.2 hereof (i.e., any short-term, medium term, or refundable Securities initially issued for the purposes described in Section 6.1 hereof, any additional medium-term, refundable, or long-term general obligation Securities issued to retire or refinance any previously issued Securities, or any long-term general obligation Securities initially issued for the purposes of Section 6.1 hereof).

8.2 Contractor's Continuing Obligation to Repay Securities:

- i. The Contractor further agrees that this Bond Repayment Contract continues in effect regardless of whether the Contractor accepts the post-2017 Hoover Power contract offered by the Commission under Section 5 hereof.
- ii. In the event that the Contractor declines to accept the Commission's contract offer for post-2017 Hoover Power, or Boulder City declines to accept the contract offer for post-2017 Hoover Power from the United States, the

Commission will make commercially reasonable efforts to find an alternative contractor willing to accept the post-2017 Hoover Power contract and assume the Contractor's repayment obligations under this Bond Repayment Contract. However, the Contractor will remain liable for its repayment obligations under this Contract until the Commission issues an order authorizing a different contractor to take on the Contractor's power allocation and repayment obligations, and that new contractor executes with the Commission a Hoover Power contract and a Bond Repayment Contract.

9. DEFAULT. The Commission shall treat a failure by the Contractor to comply with the requirements of this Bond Repayment Contract as a default of this Contract, and as a default of the Contractor's Hoover Power Contract with the Commission.

10. COMMISSION RE-ALLOCATION OF HOOVER POWER REQUIRES EXECUTION OF HOOVER POWER CONTRACT AND BOND REPAYMENT CONTRACT: The Commission will not issue an order authorizing a different contractor to take on the Contractor's power allocation, unless and until that new contractor executes with the Commission both a Hoover Power Contract and a Bond Repayment Contract for the Contractor's proportionate share.

11. NO THIRD PARTY BENEFICIARIES. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Contract or of any duty, covenant, obligation or undertaking established herein.

12. AUTHORIZED REPRESENTATIVES OF THE PARTIES. Each Party, by written notice to the other, shall designate a representative, and any alternate, who is authorized to act in its behalf with respect to those matters contained in this Contract which are the functions and responsibilities of its Authorized Representative. Either Party may change the designation of its

Authorized Representative, and any alternate, upon oral notice given to the other and confirmed promptly by written notice.

13. DISPUTES.

13.1 Disputes and disagreements between the Commission and the Contractor as to the interpretation or performance of the provisions of this Contract which cannot be resolved by the Parties shall be determined by court proceedings in the Eighth Judicial District Court, Las Vegas, Nevada. If in any such court proceeding an amount paid by the Contractor on the demand or bill of the Commission is held not to have been due, the payment shall not be deemed to have been voluntary, and it shall be refunded.

13.2 If any portion of any bill described in Section 7 hereof is disputed, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest.

13.3 This Contract shall be governed by and construed in accordance with the laws of the State of Nevada.

14. ASSIGNMENT OF CONTRACT. Except as provided in this section, the Contractor shall not assign or otherwise transfer its rights under this Contract without the prior written approval of the Commission. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract, but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

15. TIME IS OF THE ESSENCE. Time is of the essence to this Contract. Each Party agrees that it shall perform all of its obligations under this Contract promptly when required.

16. OBLIGATIONS UNCONDITIONAL. The Contractor's obligation to make payments under this Contract is absolute and unconditional after Securities have been issued. The Contractor is not entitled to any right to set-off against any other obligation of any amounts due hereunder, nor to delay making any payments due hereunder, nor to withhold any payments due hereunder on account of any breach or alleged breach of this or any other agreement by the

Commission, or on account of any other reason whatsoever. Nothing in this paragraph shall be interpreted as limiting, modifying or abridging the rights and obligations of the parties under paragraph 13 above.

17. AMENDMENTS. This Agreement may be modified at any time by the Parties hereto, but only by a written instrument signed by each of the Parties hereto.

18. SEVERABILITY. If any provision of this Contract is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Contract that can be given effect without the invalid or unenforceable provision, and the Parties hereto agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

19. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

20. EXHIBITS. Exhibits A through E, inclusive, referenced herein, are attached to this Contract and are hereby made a part of this Contract as though set out herein at length, and each shall be in effect in accordance with its respective provisions until superseded by a subsequent exhibit executed, where required, by the Authorized Representatives. The Executive Director may amend Exhibits B, C, D and E from time-to time to reflect updated information. Each revised exhibit will become a part of this Contract after it is signed and dated by the Executive Director and attached to this Contract. The Executive Director shall provide a copy of any amended exhibit to the Contractor within thirty (30) business days of such amendment.

21. EFFECT OF SECTION HEADINGS. The section headings which appear in this Contract are inserted for convenience only and shall not be construed as interpretations of the text of the Contract.

22. NOTICES.

22.1 Any notice, demand, or request required or authorized by this Contract to be served, given, or made shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

22.1.1 Colorado River Commission
Executive Director
555 East Washington Avenue, Suite 3100
Las Vegas, NV 89101

22.1.2 Southern Nevada Water Authority
General Manager
1001 South Valley View Boulevard
Las Vegas, NV 89153

22.2 Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

22.3 This section does not apply to notices, demands or requests of a routine nature, such as a demand for money due. Such notices, demands and requests shall be given in such a manner as the Authorized Representatives shall arrange.

23. OPINION OF COUNSEL. Simultaneously with the execution of this Contract, the Contractor shall provide to the Commission the written opinion of its counsel to the effect that this Contract is valid, binding and enforceable in accordance with its terms against the Contractor, in a form substantially similar to the form set forth in Exhibit E hereto.

24. RELATIONSHIP TO AND COMPLIANCE WITH OTHER INSTRUMENTS. It is recognized by the Parties that in undertaking or causing to be undertaken the accelerated repayment of the Debt, the Commission must comply with the requirements of the Commission's decisions, the Commission's federal Hoover Electric Service Contract, and the Commission's Regulations, and therefore this Contract is subject to their terms and provisions.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed.

State of Nevada, acting by and
through its COLORADO RIVER
COMMISSION

Date

Executive Director

Approved as to form:

Special Counsel,
for the Colorado River Commission of Nevada

SOUTHERN NEVADA WATER AUTHORITY

Date

Mary Beth Scow, Chair

Attest

Patricia Mulroy
General Manager

Approved as to form:



Gregory J. Walch
General Counsel

**CONTRACT NO. P95-79
BETWEEN THE
COLORADO RIVER COMMISSION
AND THE
SOUTHERN NEVADA WATER AUTHORITY**

EXHIBIT A

**PAYOFF LETTERS FROM THE UNITED STATES
BUREAU OF RECLAMATION AND THE
WESTERN AREA POWER ADMINISTRATION**





United States Department of the Interior

BUREAU OF RECLAMATION
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, NV 89006-1470

IN REPLY REFER TO:

LC-7000

FIN-7.00

DEC 04 2013

VIA ELECTRONIC MAIL

Ms. Jayne Harkins, P.E.
Colorado River Commission of Nevada
555 E Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065

Dear Ms. Harkins:

This letter is in response to your request for the payoff amounts and terms for the reimbursable appropriations made by the United States Treasury to the Colorado River Dam Fund for the capital cost of the Hoover Dam and Powerplant Visitor Facilities authorized by section 101(a) of the Hoover Power Plant Act of 1984 and for re-advances to the Colorado River Dam Fund for the capital cost of constructing air slots in the Hoover Dam spillways authorized by Section 5 of the Boulder Canyon Project Adjustment Act. The Hoover Contractors have identified certain high interest reimbursable appropriations obtained by the Department of the Interior, Bureau of Reclamation ("Reclamation") from the United States Department of the Treasury for improvements made to the Hoover Dam Visitor Facilities and to construct air slots in Hoover Dam spillways ("Appropriations") as candidates for repayment in full prior to their respective stated maturity dates. The principal of and interest on the Appropriations are currently being paid from revenues collected by the United States Department of Energy, Western Area Power Administration ("Western") pursuant to long term electric service contracts (the "Western Contracts") with the Hoover Contractors for power generated at the Hoover Powerplant.

This letter will serve as confirmation that Reclamation has the power and authority to accept, and will accept, repayment for the outstanding principal of and accrued interest on the Appropriations from the Hoover Contractors. In the case of certain Hoover Contractors that are members of the Southern California Public Power Authority ("SCPPA"), Reclamation will accept repayment on behalf of and for the benefit of such members from SCPPA, and in the case of the City of Boulder City will accept repayment on behalf of and for the benefit of the City of Boulder City from the Colorado River Commission of Nevada. The repayment of the principal amounts set forth below ("Payoff Amounts"), together with payment of the accrued interest collected by Western through the monthly payments by Hoover Contractors for electric service, will fully reimburse the Treasury and shall constitute performance in full by the Contractors of all financial obligations associated with such Appropriations. Reclamation will apply the Payoff Amounts and accrued interest collected through the monthly Hoover Contractors' payments for no purpose other than the repayment and retirement of the Appropriations. Upon receipt of the Payoff Amounts and accrued interest payments, the Appropriations will no longer be due or outstanding and Reclamation will not include provision for any principal and interest payments

on the Appropriations in its future annual budgets or in the rates charged under the Western Contracts. Upon receipt of the above described prepayments from the Hoover Contractors the United States, acting through Reclamation, Western, or otherwise will lack legal authority to include the above described principal and interest in any rates charged under any contracts for electric service with the Hoover Contractors under the Boulder Canyon Project Act, 45 Stat. 1057, the Boulder Canyon Project Adjustment Act, 54 Stat. 774, the Hoover Power Plant Act of 1984, 98 Stat. 1333, 10 CFR 904, 43 CFR 431, Sections 6 and 7 of the Boulder Canyon Project Implementation Agreement (10-06-1994), or any other act, regulation or agreement. .

We have consulted with our counsel on the contents of this letter, and we are advised that the contents of the prior paragraph are correct as a legal matter.

We also note that upon repayment of the Appropriations, there will remain outstanding certain other reimbursable appropriations for Dam and Appurtenances and Flood Control at Hoover Dam that will continue to be an obligation of the Hoover Contractors and the principal and interest payments due on such loans will be included in Reclamation's future annual budgets and Western's rates for electric service.

In order to pre-pay the Appropriations with Treasury, the Appropriations must be paid in full and cannot be prorated or allocated for any customer or payment period. The Payoff Amounts listed below reflect the principal amounts due and are good through September 30, 2017. If payment is made after September 30, 2017, please request an updated Payoff Amount at least two weeks from such payment date.

Visitor Center Loan Principal Balance - \$114,287,563.00
Air Slots Loan Principal Balance - \$9,683,305.00

Final adjustments for any overcollection of interest on the Appropriations from the Hoover Contractors will be made through normal crediting procedures during the next budget and rate development process.

Should you have questions or need additional information, feel free to contact me at your convenience at 702-293-8457. You can also contact Jolaine Saxton at 702-293-8438 with questions or requests.

Sincerely,



Rick Leavitt, CPA
Chief, Financial Management Office



United States Department of the Interior

BUREAU OF RECLAMATION
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, NV 89006-1470

IN REPLY REFER TO:
LC-7000
FIN-7.00

DEC 03 2013

VIA ELECTRONIC MAIL

Ms. Jayne Harkins, P.E.
Colorado River Commission of Nevada
(City of Boulder City)
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065

Dear Ms. Harkins:

This letter is in response to your request for the payoff amounts and terms for the reimbursable appropriations made by the United States Treasury to the Colorado River Dam Fund for the capital cost of the Hoover Dam and Powerplant Visitor Facilities authorized by section 101(a) of the Hoover Power Plant Act of 1984, and for re-advances to the Colorado River Dam Fund for the capital cost of constructing air slots in the Hoover Dam spillways authorized by section 5 of the Boulder Canyon Project Adjustment Act. The Hoover Contractors have identified certain high interest reimbursable appropriations obtained by the Department of the Interior, Bureau of Reclamation (Reclamation) from the United States Department of the Treasury for improvements made to the Hoover Dam Visitor Facilities and to construct air slots in Hoover Dam spillways (Appropriations) as candidates for repayment in full prior to their respective stated maturity dates. The principal of and interest on the Appropriations are currently being paid from revenues collected by the United States Department of Energy, Western Area Power Administration (Western) pursuant to long-term electric service contracts (Western Contracts) with the Hoover Contractors for power generated at the Hoover Powerplant.

This letter will serve as confirmation that Reclamation has the power and authority to accept, and will accept, repayment for the outstanding principal of and accrued interest on the Appropriations from the Hoover Contractors. In the case of certain Hoover Contractors that are members of the Southern California Public Power Authority (SCPPA), Reclamation will accept repayment on behalf of and for the benefit of such members from SCPPA, and in the case of the City of Boulder City, will accept repayment on behalf of and for the benefit of the City of Boulder City from the Colorado River Commission of Nevada. The repayment of the principal amounts set forth below (Payoff Amounts), together with payment of the accrued interest collected by Western through the monthly payments by Hoover Contractors for electric service, will fully reimburse the Treasury and shall constitute performance in full by the Contractors of all financial obligations associated with such Appropriations. Reclamation will apply the Payoff Amounts and accrued interest collected through the monthly Hoover Contractors' payments for no purpose other than the repayment and retirement of the Appropriations. Upon receipt of the Payoff Amounts and accrued interest payments, the Appropriations will no longer be due or outstanding and Reclamation will not include provision for any principal and interest payments

on the Appropriations in its future annual budgets or in the rates charged under the Western Contracts. Upon receipt of the above described prepayments from the Hoover Contractors, the United States, acting through Reclamation, Western, or otherwise, will lack legal authority to include the above-described principal and interest in any rates charged under any contracts for electric service with the Hoover Contractors under the Boulder Canyon Project Act, 45 Stat. 1057, the Boulder Canyon Project Adjustment Act, 54 Stat. 774, the Hoover Power Plant Act of 1984, 98 Stat. 1333, 10 CFR 904, 43 CFR 431, Sections 6 and 7 of the Boulder Canyon Project Implementation Agreement (10-06-1994), or any other act, regulation, or agreement.

We have consulted with our counsel on the contents of this letter, and we are advised that the contents of the prior paragraph are correct as a legal matter.

We also note that upon repayment of the Appropriations, there will remain outstanding certain other reimbursable appropriations for Dam and Appurtenances and Flood Control at Hoover Dam that will continue to be an obligation of the Hoover Contractors and the principal and interest payments due on such loans will be included in Reclamation's future annual budgets and Western's rates for electric service.

In order to pre-pay the Appropriations with Treasury, the Appropriations must be paid in full and cannot be prorated or allocated for any customer or payment period. The Payoff Amounts listed below reflect the principal amounts due and are good through September 30, 2017. If payment is made after September 30, 2017, please request an updated Payoff Amount at least two weeks from such payment date.

Visitor Center Loan Principal Balance - \$114,287,563.00
Air Slots Loan Principal Balance - \$9,683,305.00

Final adjustments for any overcollection of interest on the Appropriations from the Hoover Contractors will be made through normal crediting procedures during the next budget and rate development process.

Should you have questions or need additional information, feel free to contact me at your convenience at 702-293-8457. You can also contact Jolaine Saxton at 702-293-8438 with questions or requests.

Sincerely,



Rick Leavitt, CPA
Chief, Financial Management Office

United States Bureau of Reclamation Letterhead

_____, 2014

Hoover Power Contractors
Boulder Canyon Project
Address of each Hoover Power Contractor

RE: Payoff Confirmation
Boulder Canyon Project
Visitor Center Treasury Loan
Air Slot Treasury Loan

Dear Hoover Power Contractor,

Please regard this letter as notification of receipt of payment in full of the amount due for the reimbursable appropriations made by the United States Treasury to the Colorado River Dam Fund for the capital cost of the Hoover Dam and Powerplant Visitor Facilities Program authorized by section 101(a) of the Hoover Power Plant Act of 1984, and for re-advances to the Colorado River Dam Fund for the capital cost of constructing air slots in the Hoover Dam spillways authorized by section 5 of the Boulder Canyon Project Adjustment Act. The Hoover Power Contractors have performed in full all financial obligations associated with those appropriations and re-advances. The amounts received below have been applied to reimburse the Treasury for the principal amount of the Visitor Facilities appropriations and air slots re-advances. Accrued interest on these principal amounts through _____, 2014, in the amount of \$ _____, has been paid through the monthly payments by the Hoover Contractors for electric service.

Visitor Center Loan Principal Balance- \$114,287,563.00
Air Slots Loan - \$9,683,305.00

This letter will serve as confirmation that Reclamation has accepted repayment by the Hoover Contractors of the outstanding principal and accrued interest on the specified appropriations and re-advances to the Colorado River Dam Fund and has fully paid all reimbursable amounts due to the Treasury as of _____, 2014. Reclamation will not include a provision for any principal and interest payments on said appropriations and re-advances in future annual budgets or in the rates charged under the Hoover Contractors' electric service contracts.

The United States, acting through Reclamation, the Western Area Power Administration of the Department of Energy, or otherwise now lacks legal authority to include the principal and interest described in the first paragraph of this letter in any rates charged under any contracts for electric service with the Hoover Contractors under the Boulder Canyon Project Act, 45 Stat. 1057, the Boulder Canyon Project Adjustment Act, 54 Stat. 774, the Hoover Power Plant Act of 1984, 98 Stat. 1333, 10 CFR 904, 43 CFR 431, Sections 6 and 7 of the Boulder Canyon Project Implementation Agreement (10-06-1994), or any other act, regulation or agreement. We have

consulted with our counsel on the contents of this letter, and we are advised that the contents of this paragraph are correct as a legal matter.

The Boulder Canyon Project remaining reimbursable appropriations for Dam and Appurtenances and Flood Control will continue to be an obligation of the Hoover Contractors and the principal and interest payments due on such appropriations will be included in Reclamation's future annual budgets and in Western's rate-setting process.

Should you have questions or need additional information, feel free to contact me at your convenience at 702-293-8457. You can also contact Jolaine Saxton at 702-293-8438 with questions or requests.

Sincerely,

Rick Leavitt, CPA
Chief, Financial Management Office

DRAFT

**CONTRACT NO. P95-79
BETWEEN THE
COLORADO RIVER COMMISSION
AND THE
SOUTHERN NEVADA WATER AUTHORITY**

EXHIBIT B

**LIST OF NEVADA SCHEDULE A AND
SCHEDULE B HOOVER CONTRACTORS**

American Pacific Corporation (AMPAC)

Basic Water Company (BWC)

Boulder City (BC)

Lhoist North America of Arizona, Inc. (LHOIST)

Lincoln County Power District No. 1 (LCPD)

Nevada Power Company d/b/a NV Energy (NVE)

Overton Power District No. 5 (OPD)

Southern Nevada Water Authority (SNWA)

Titanium Metals Corporation (TIMET)

Tronox LLC (TRONOX)

Valley Electric Association, Inc. (VEA)

Effective: October 1, 2014

Approved by: _____

Date: _____

**CONTRACT NO. P95-79
BETWEEN THE
COLORADO RIVER COMMISSION
AND THE
SOUTHERN NEVADA WATER AUTHORITY**

EXHIBIT C

**NEVADA HOOVER CONTRACTORS'
CURRENT AND PROPOSED POST-2017
HOOVER POWER ALLOCATIONS
AND SHARING PERCENTAGES**

Exhibit C

**Nevada Schedule A and Schedule B Hoover Contractors
Capacity and Energy Allocations and Sharing Percentages -- October 1, 2014-September 30, 2017**

Capacity (kW)						
	Schedule A		Schedule B			
Company	Contract Allocation	Sharing Percentage	Contract Allocation	Sharing Percentage	Total Month	Total Composite Sharing Percentage
BWC	4,827	2.55397%			4,827	1.28037%
TIMET	21,397	11.32116%			21,397	5.67560%
SNWA	15,207	8.04603%			15,207	4.03369%
LHOIST	382	0.20212%			382	0.10133%
TRONOX	17,649	9.33810%			17,649	4.68143%
AMPAC	10,625	5.62169%			10,625	2.81830%
LCPD	4,828	2.55450%	21,339	11.35053%	26,167	6.94085%
OPD	6,507	3.44286%	13,007	6.91862%	19,514	5.17613%
VEA	7,346	3.88677%	10,154	5.40106%	17,500	4.64191%
NVE	100,232	53.03280%	135,000	71.80851%	235,232	62.39576%
BC			8,500	4.52128%	8,500	2.25464%
Total	189,000	100.00000%	188,000	100.00000%	377,000	100.00000%

Energy (kWh)						
	Schedule A		Schedule B			
Company	Contract Allocation	Sharing Percentage	Contract Allocation	Sharing Percentage	Total Month	Total Composite Sharing Percentage
BWC	9,738,148	1.50748%			9,738,148	0.92044%
TIMET	113,070,710	17.50350%			113,070,710	10.68732%
SNWA	75,200,137	11.64109%			75,200,137	7.10784%
LHOIST	2,164,033	0.33500%			2,164,033	0.20454%
TRONOX	75,561,510	11.69703%			75,561,510	7.14199%
AMPAC	49,952,389	7.73270%			49,952,389	4.72145%
LCPD	20,726,814	3.20854%	77,521,529	18.81591%	98,248,343	9.28633%
OPD	27,936,142	4.32455%	20,946,270	5.08405%	48,882,412	4.62031%
VEA	31,540,806	4.88256%	11,837,801	2.87325%	43,378,607	4.10010%
NVE	240,098,311	37.16755%	283,824,000	68.88932%	523,922,311	49.52058%
BC			17,870,400	4.33748%	17,870,400	1.68909%
Total	645,989,000	100.00000%	412,000,000	100.00000%	1,057,989,000	100.00000%

Capacity (kW)						
	Schedule A		Schedule B			
Company	Contract Allocation	Sharing Percentage	Contract Allocation	Sharing Percentage	Total Month	Total Composite Sharing Percentage
BC-D	20,000	100.00000%			20,000	100.00000%
Total	20,000	100.00000%			20,000	100.00000%

Energy (kWh)						
	Schedule A		Schedule B			
Company	Contract Allocation	Sharing Percentage	Contract Allocation	Sharing Percentage	Total Month	Total Composite Sharing Percentage
BC-D	80,000,000	100.00000%			80,000,000	100.00000%
Total	80,000,000	100.00000%			80,000,000	100.00000%

Effective October 1, 2014

Approved by _____ Date _____

**CONTRACT NO. P95-79
BETWEEN THE
COLORADO RIVER COMMISSION
AND THE
SOUTHERN NEVADA WATER AUTHORITY**

EXHIBIT D

CALCULATION METHODOLOGY

The ratio of energy and capacity dollars is determined as follows:

Capacity Ratio = Capacity Dollars / Total Charges

Energy Ratio = Energy Dollars / Total Charges

CRC's Debt Payment will be split between Capacity Dollars and Energy Dollars as follows:

Capacity Dollars = CRC's Debt Payment X Capacity Ratio of 45.26022%

Energy Dollars = CRC's Debt Payment X Energy Ratio of 54.73978%

CRC's Debt Payment (Capacity and Energy Dollars) will be billed to its Schedule A and Schedule B Hoover Contractors in proportion to their Hoover Schedule A and B capacity and energy sharing percentages pursuant to Exhibit __.

BC-D's Debt Payment will be split between Capacity Dollars and Energy Dollars as follows:

Capacity Dollars = BC-D's Debt Payment X Capacity Ratio of 36.71167%

Energy Dollars = BC-D's Debt Payment X Energy Ratio of 63.28833%

Principal Payoff of Federal Debt:

BC-D Principal = \$ 1,730,757

Commission Principal = \$26,464,061

Effective October 1, 2014

Approved by _____

Date _____

Approved By: _____

Schedule 2 to Exhibit D, Revision No. (Original)

Date: _____

Colorado River Commission of Nevada
Contract Number P95-79
CRC Customer Southern Nevada Water Authority

This Schedule 2 to Exhibit D, Revision No. (Original), made this ___ date of _____, to be effective under and as a part of CRC Contract No. P95-79, as amended (Contract), shall become effective on October 1, 2014, and supersedes previous revisions. This Schedule 2 to Exhibit D shall remain in effect until superseded by replacement Schedule 2 to Exhibit D, provided, that Exhibit D in its entirety terminates upon expiration of the Contract.

NOTE: In this “Original” Schedule 2, the Sharing Percentages reflect current contract allocations. The remaining data on this schedule is estimated based upon the best information available to the Colorado River Commission as of the date of issuance. Pursuant to Section 19 of the Contract, it is the intention of the Parties that this Schedule 2 to Exhibit D will be superseded by a subsequent revised schedule from time to time as new data becomes available.

Approved By: _____

Schedule 3 to Exhibit D, Revision No. (Original)

Date: _____

Colorado River Commission of Nevada
 Contract Number P95-79
 CRC Customer Southern Nevada Water Authority

This Schedule 3 to Exhibit D, Revision No. (Original), made this ___ date of _____, to be effective under and as a part of CRC Contract No. P95-79, as amended (Contract), shall become effective on October 1, 2014, and supersedes previous revisions. This Schedule 3 to Exhibit D shall remain in effect until superseded by replacement Schedule 3 to Exhibit D, provided, that Exhibit D in its entirety terminates upon expiration of the Contract.

NOTE: In this "Original" Schedule 3, the Sharing Percentages reflect current contract allocations. The remaining data on this schedule is estimated based upon the best information available to the Colorado River Commission as of the date of issuance. Pursuant to Section 19 of the Contract, it is the intention of the Parties that this Schedule 3 to Exhibit D will be superseded by a subsequent revised schedule from time to time as new data becomes available.

Fiscal Year 2015
 Schedule 3 - BC Estimated Bond Payments (October 1, 2014)

Capacity/Energy Dollars Ratio		Annual Bond Payment		kW Mo.		Rate		BC Direct Firm Energy Percentage		BC Direct Contingent Capacity Mo. Bond Pymt.		Annual Capacity Bond Payment		
Capacity	36.7167%	Capacity Dollars	\$39,008.72	Capacity Dollars	\$3,250.73	Energy	\$1.04 mills/Kwh	Schedule A	100.000000%	100.000000%	20,000	\$3,250.73	\$39,008.76	
Energy	63.28333%	Energy Dollars	\$67,248.28	Energy Dollars	7.6814%	Energy	51.04 mills/Kwh	Schedule B	100.000000%	100.000000%				
Total	100.000000%	Total:	\$106,257.00	Total:	7.6814%	Total:	100.000000%	Total:	100.000000%	100.000000%				
Capacity (kW)	1,707.667	Capacity Mo. Rate	0.00019											
Energy	Schedule A	5.3398%	7.6814%	7.6552%	7.6814%	8.2811%	9.8072%	10.5425%	9.0981%	9.2615%	9.0164%	9.0164%	6.6193%	100.000000000000%
Total:		5.3398%	7.6814%	7.6552%	7.6814%	8.2811%	9.8072%	10.5425%	9.0981%	9.2615%	9.0164%	9.0164%	6.6193%	100.000000000000%
BC Energy Entitlement (KWH)	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total	
Schedule A	3,464,000	4,983,000	4,966,000	4,983,000	5,372,000	6,362,000	6,839,000	5,902,000	6,008,000	5,849,000	5,849,000	4,294,000	64,871,000	
Total:	3,464,000	4,983,000	4,966,000	4,983,000	5,372,000	6,362,000	6,839,000	5,902,000	6,008,000	5,849,000	5,849,000	4,294,000	64,871,000	
BC Monthly Energy Bond Payment	Schedule A	\$5,165.61	\$5,147.99	\$5,165.61	\$5,568.86	\$6,595.14	\$7,089.62	\$6,118.29	\$6,228.17	\$6,063.34	\$6,063.34	\$4,451.36	\$67,248.27	
Total:	\$3,590.94	\$5,165.61	\$5,147.99	\$5,165.61	\$5,568.86	\$6,595.14	\$7,089.62	\$6,118.29	\$6,228.17	\$6,063.34	\$6,063.34	\$4,451.36	\$67,248.28	
BC Monthly Capacity Bond Payment	Schedule A	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$3,250.73	\$39,008.76	

**CONTRACT NO. P95-79
BETWEEN THE
COLORADO RIVER COMMISSION
AND THE
SOUTHERN NEVADA WATER AUTHORITY**

EXHIBIT E

OPINION OF COUNSEL

I, Gregory J. Walch, am the General Counsel of the Southern Nevada Water Authority, a political subdivision of the state of Nevada created on July 25, 1991, pursuant to the provisions of Chapter 277 of NRS.

This legal opinion is given regarding Contract No. P95-79 between the Colorado River Commission of Nevada ("the Commission") and the Southern Nevada Water Authority ("the Contractor") dated as of _____, 201_, designated as a contract of the Contractor "**AGREEING TO REPAY ITS PROPORTIONATE SHARE OF THE COST OF SECURITIES ISSUED BY THE COMMISSION TO PREPAY HOOVER POWER BASE CHARGES**" ("the Contract").

In my capacity as attorney for the Contractor, I have reviewed copies of the Contract and such other documents and proceeds as I have deemed necessary as a basis for the opinion hereinafter expressed. In making such examination, I have assumed the genuineness of all signatures and the authenticity of all documents submitted to me as reproduced copies.

Based upon the foregoing, it is my opinion that no authorizations of or filings with any governmental or other authority are required to be obtained or made in connection with Contractor's execution, delivery and performance of the Contract; that the Contract has been duly executed and delivered by the Contractor; and that upon its execution and delivery by the Commission, the Contract constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally.

Respectfully submitted,

For: _____
Southern Nevada Water Authority

By: _____
Gregory J. Walch
General Counsel

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

January 16, 2014

Subject: Agreement	Director's Backup
Petitioner: John J. Entsminger, Senior Deputy General Manager	
Recommendations: That the Board of Directors approve an agreement between CDM Smith, Inc., and the Authority for facilitation services in an amount not to exceed \$125,000.	

Fiscal Impact:

The required \$125,000 is available in the Authority's Operating Budget.

Background:

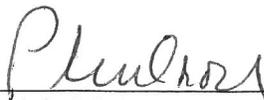
Since its formation in 1991, the Authority has actively engaged the public in its decision making processes through integrated resource planning, and often utilizes citizen advisory committees to provide input into policy decisions and program directives. On April 19, 2012, the Board of Directors authorized a new stakeholder process to evaluate Authority initiatives, which included the convening of a new citizen advisory committee. The Integrated Resource Planning Advisory Committee (IRPAC) was subsequently established and began meeting in June 2012 to develop funding recommendations. On September 26, 2013, the IRPAC's nine funding recommendations were presented and approved by the Board, culminating more than one and a half years of work by the IRPAC.

On May 17, 2012, the Board approved an agreement with David Ebersold of CDM Smith, Inc., to serve as an impartial facilitator through the IRPAC's funding phase for an amount not to exceed \$125,000, which has been nearly expended. A neutral facilitator is again needed to continue the transparent process through the IRPAC's next phase. Throughout 2014, the IRPAC will meet to address water resource planning and management issues including resource development, conservation, facilities, and water quality. Mr. Ebersold's knowledge and experience from previous efforts would be invaluable to the Authority during this next phase.

At this time, the Board is being asked to approve an agreement between CDM Smith, Inc., for external facilitation services. In accordance with NRS 332.115(1)(b), external facilitation services are professional services that are not adapted to competitive bidding and are exempt from the Local Government Purchasing Act.

This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(i) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:



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

AGENDA
ITEM #

8

**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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<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	<input type="checkbox"/> Other
Business Designation Group						
<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			
Corporate/Business Entity Name:		CDM Smith Inc.				
(Include d.b.a., if applicable)						
Street Address:		50 Hampshire Street		Website: cdmsmith.com		
City, State and Zip Code:		Cambridge, MA 02139		POC Name and Email: James Lackman lackmanjs@cdmsmith.com		
Telephone No:		617-452-6000		Fax No: 617-452-8000		
Local Street Address:		523 West 6 th Street		Website: cdmsmith.com		
City, State and Zip Code:		Los Angeles, CA 90014		Local Fax No: 213-627-8295		
Local Telephone No:		213-457-2200		Local POC Name Email: David Ebersold ebersolddb@cdmsmith.com		
Number of Clark County, Nevada Residents Employed: None						

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>
<u>Stephen J. Hickox</u>	<u>Chief Executive Officer</u>	<u> </u>
<u>Charlene Allen</u>	<u>Senior Vice President</u>	<u> </u>
<u>Thierry Desmaris</u>	<u>Executive Vice President</u>	<u> </u>
<u>Colleen L. Hughes</u>	<u>Senior Vice President</u>	<u> </u>
<u>William K. O'Brien</u>	<u>Director</u>	<u> </u>
<u>Paul R. Shea</u>	<u>Senior Vice President</u>	<u> </u>
<u>M. Stevenson Smith</u>	<u>Executive Vice President</u>	<u> </u>
<u>Howard H. Stevenson</u>	<u>Director</u>	<u> </u>
<u>Timothy B. Wall</u>	<u>President and Chief Operating Officer</u>	<u> </u>
<u>Peter W. Tunnicliffe</u>	<u>Executive Vice President</u>	<u> </u>
<u>Guillermo J. Vicens</u>	<u>Senior Vice President</u>	<u> </u>
<u>Gae Walters</u>	<u>Director</u>	<u> </u>
<u>Robert L. VanAntwerp</u>	<u>Director</u>	<u> </u>

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:

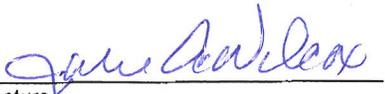
- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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:


 Signature _____

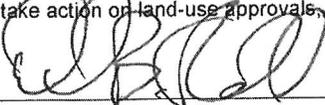
 Print Name _____
 Authorized Department Representative

DISCLOSURE OF OWNERSHIP/PRINCIPALS

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an SNWA full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that SNWA employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
 2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an SNWA full-time employee(s), or appointed/elected official(s)?
 Yes 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
Vice President

Title

David B. Ebersold

Print Name
January 1, 2014

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of January, 2014, by and between CDM SMITH INC., hereinafter called "CONSULTANT," and the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." The CONSULTANT and the AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of the AUTHORITY acting within their designated authority and duties.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES:

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

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

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

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

2. PERIOD OF PERFORMANCE:

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

3. COMPENSATION:

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

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

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

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed one hundred twenty five thousand dollars (\$125,000).

5. TRUTH-IN-NEGOTIATION CERTIFICATION:

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

All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

6. INDEPENDENT CONTRACTOR:

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

7. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

- (a) All content developed on behalf of the AUTHORITY, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from services performed pursuant to, or arising out of the AUTHORITY's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the AUTHORITY's

engagement of CONSULTANT, shall be deemed “work made for hire” as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the AUTHORITY shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest (“Right”) in and to the Work Product.

(b) To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to the AUTHORITY.

(c) CONSULTANT shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all Work Product in and to the AUTHORITY and to allow the AUTHORITY to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in paragraph 8.

(d) CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT’s rights in any Work Product which may be construed as “works of visual art” as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute the AUTHORITY's Right in and to the Work Product.

(e) Notwithstanding any other provision of this Agreement to the contrary, CONSULTANT shall retain its rights in its pre-existing standard drawing details, designs, specifications, databases, computer software, proprietary information,

documents, templates, and any other property owned by CONSULTANT on the date of this Agreement or developed outside of this Agreement.

8. INTELLECTUAL PROPERTY ASSIGNMENT

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to the AUTHORITY all of the CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all ideas and content (including, without limitation, all material, information, creative works, documents, matter, text, data, graphics, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including, without limitation, all compilations of the foregoing and all results and/or derivations of the expression of the foregoing) designed, developed, or created by the CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of the AUTHORITY (including, without limitation, patents applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, marks, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by the AUTHORITY, for the AUTHORITY's own use and benefit and for the use and benefit of the AUTHORITY's successors, assigns or other legal representatives, as fully and entirely as the same would have

been held and enjoyed by the CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

9. JOINT VENTURE:

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

10. INTERPRETATION:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

The CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has the CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this

Agreement. For any breach or violation of this warranty, the AUTHORITY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

13. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

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

(b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

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

14. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

(a) The CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables

prepared or compiled under its obligation under this Agreement and shall correct, at its expense, all errors or omissions therein which may be disclosed.

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

15. INDEMNIFICATION:

CONSULTANT shall indemnify, hold harmless, and defend without cost to the AUTHORITY, its Board of Directors and its officers, agents, and employees, against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to CONSULTANT's provision of Services or Work under this Agreement, to the extent arising out of or resulting from CONSULTANT's, its agents', or its subconsultants' negligent performance of its Services under this Agreement. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or subconsultants, or of third parties; harassment or discrimination or any theory of joint or dual employment by the CONSULTANT's employees, agents, subcontractors or subconsultants, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of the AUTHORITY, and its officers, employees or agents; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

16. INSURANCE:

(a) General:

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

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

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

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

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

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

(b) Other Insurance:

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

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

3. The CONSULTANT's Automobile Liability, Commercial General Liability and Professional Liability insurance shall be written with property and casualty insurance companies admitted to do business in the State of Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.

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

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

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

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

8. Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONSULTANT shall provide, within five (5) calendar days, notice to the AUTHORITY at any time CONSULTANT becomes aware of any cancellation or material change in the above insurance policies.

9. By endorsement (I.S.O. Forms CG 20 10 07 04 and CA 20 48 02 99, or equivalent), the AUTHORITY shall be included as an additional insured under the Commercial General Liability and Automobile Liability insurance policies as to bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property or persons which may arise out of or in connection with activities under the Agreement. The CONSULTANT's insurance shall be primary with respect to the additional insureds; any insurance coverage

maintained by the AUTHORITY shall be in excess of the CONSULTANT's insurance and non-contributing.

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

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

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

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

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

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

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

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

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

4. The CONSULTANT shall procure and maintain Employers' Liability Insurance with limits as set forth in paragraph 16 (h).

(d) Commercial General Liability Insurance:

The CONSULTANT shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but

not be limited to, commercial general liability, protective liability, blanket contractual liability, and broad-form property damage. The Commercial General Liability Insurance policy shall be written for limits as outlined under paragraph 16 (h). The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons that may arise out of or in connection with the activities under this Agreement.

(e) Automobile Liability Insurance:

The CONSULTANT shall procure and maintain, at its own expense, automobile liability insurance limits as outlined in paragraph 16 (h), written on a combined-single-limit basis for bodily injury and property damage including all owned, leased, hired, or non-owned motorized vehicles and apparatus and shall indicate these coverages on the certificate.

(f) Professional Liability Insurance:

The CONSULTANT shall procure and maintain Professional Liability Insurance as outlined in paragraph 16 (h). If this coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the certificate shall so state.

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

the event the CONSULTANT's insurance, as accepted by the AUTHORITY, fails to meet the full requirements herein.

(h) Insurance Limits

<u>Value of Contract</u>	<u>Coverage</u>	<u>Limits of Liability</u>
\$100,000 to \$999,999	Professional Liability	\$500,000/per claim \$1,000,000 aggregate
	General Liability	\$1,000,000/per occurrence \$2,000,000/aggregate
	Automobile Liability	\$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	\$100,000
\$1,000,000 to \$4,999,999	Professional Liability	\$1,000,000/per claim \$2,000,000 aggregate
	General Liability	\$1,000,000/per occurrence \$2,000,000/aggregate
	Automobile Liability	\$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	\$500,000
\$5,000,000 to \$9,999,999	Professional Liability	\$3,000,000/per claim \$5,000,000 aggregate
	General Liability	\$1,000,000/per occurrence \$2,000,000/aggregate
	Automobile Liability	\$1,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	\$1,000,000
\$10,000,000 to \$19,999,999	Professional Liability	\$5,000,000/per claim \$10,000,000 aggregate
	General Liability	\$2,000,000/per occurrence \$4,000,000/aggregate
	Automobile Liability	\$2,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	\$1,000,000
\$20,000,000 to \$24,999,999	Professional Liability	\$10,000,000/per claim \$20,000,000 aggregate
	General Liability	\$2,000,000/per occurrence \$4,000,000/aggregate
	Automobile Liability	\$2,000,000/per occurrence
	Workers' Compensation	Statutory
	Employers' Liability	\$1,000,000

\$25,000,000 and over

Coverage and limits to be negotiated.

17. TERMINATION:

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

18. REVIEWS:

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

(b) The AUTHORITY will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within ten (10) working days after receipt of the submission package, and the package will be returned to the CONSULTANT. Corrections and changes to the submission will be made by the CONSULTANT and resubmitted to the AUTHORITY for approval within ten (10) working days after receipt. The final approval will be submitted to the CONSULTANT within five (5) working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

19. RELEASE OF INFORMATION:

The CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved

in writing by the AUTHORITY prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to the AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

20. USE OF MATERIALS:

(a) The AUTHORITY shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the AUTHORITY while in the CONSULTANT's possession.

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

21. RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this agreement, and shall make available to the AUTHORITY for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

22. ASSIGNMENT:

The CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of the AUTHORITY. If CONSULTANT assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

23. MODIFICATION OF AGREEMENT:

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

24. SEVERABILITY:

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

25. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

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

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

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

(d) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

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

26. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

27. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

28. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

29. ATTORNEY'S FEES:

Except as otherwise set forth in this Agreement, the Parties shall bear their own attorneys' fees and costs incurred in resolving the claims, as well as on the preparation of this Agreement. In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred. For the purposes of this provision, the "prevailing party" shall be that party which has been successful with regard to the main issue, even if that Party did not prevail on all issues.

30. NO THIRD PARTY RIGHTS:

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

31. WAIVER:

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

32. CAPTIONS:

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

33. COUNTERPARTS:

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

34. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

35. NOTICES:

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

To CONSULTANT:	CDM Smith 523 West Sixth Street, Suite 400 Los Angeles, CA 90014 Attention: David Ebersold ebersolddb@cdmsmith.com (213) 627-8295 - FAX
To AUTHORITY:	Southern Nevada Water Authority Attention: Julie Wilcox 1001 S. Valley View Boulevard Las Vegas, NV 89153 julie.wilcox@snwa.com (702) 822-8530 - FAX

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

EXHIBIT A
SCOPE OF SERVICES

The CONSULTANT will provide facilitation services to the AUTHORITY in conjunction with Phase 2 of the AUTHORITY'S Integrated Resource Planning Advisory Committee and related efforts. Facilitation services will include organizing and conducting public meetings, working directly with stakeholders and committee members, and the development and presentation of committee materials.

RATES AND FEES

The AUTHORITY will pay CONSULTANT for Services performed pursuant to this Agreement at the rate of \$286 per hour, subject to the limit in Paragraph 4 of this Agreement.

Reimbursement for meals and incidentals associated with travel required in performance of Services pursuant to this Agreement will be made based on the federally established Internal Revenue Service meal per diem rates for the travel location (which also includes all tips and most miscellaneous expenses). Reasonable costs for transportation, lodging, and telephone will be reimbursed, if paid by the CONSULTANT. Alcoholic beverages and personal items such as in-room movies, reading materials, cigarettes, hygiene items, etc., are non-reimbursable.

Compensation for Services performed and expenses reimbursed pursuant to this Agreement are subject to the limit in Paragraph 4 of this Agreement.

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

January 16, 2014

Subject: Integrated Resource Planning Advisory Committee	Director's Backup
Petitioner: John J. Entsminger, Senior Deputy General Manager	
Recommendations: That the Board of Directors make appointments to fill vacancies on the Integrated Resource Planning Advisory Committee.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

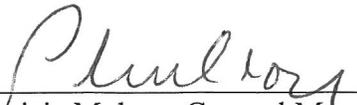
On April 19, 2012, the Board of Directors authorized a new stakeholder process to evaluate Authority initiatives. To support this effort, the Board established a 21-member committee, formally known as the Integrated Resource Planning Advisory Committee (IRPAC), to discuss these issues comprehensively and ultimately make recommendations to the Board. On September 26, 2013, the Board approved the IRPAC's nine funding-related recommendations.

In September 2013, the IRPAC process was recessed to conduct the public outreach associated with the IRPAC's funding recommendations, Phase I of the process. In February 2014, the IRPAC is set to reconvene to address water resource planning and management issues including conservation, facilities, and water quality. Similar to the last phase, Phase II is expected to take approximately one year to complete.

Since the Board appointed the initial committee members in May 2012, vacancies have arisen and been filled by the Board from the community. At this time, the Board is being asked to appoint new members to fill current vacancies from the financial industry, homeowners associations, Henderson Chamber of Commerce, and environmental sector.

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
Attachment

AGENDA ITEM #

9



Integrated Resource Planning Advisory Committee MEMBERS

Name, Organization (if applicable)	Representing:
Tom Burns, Cragin & Pike Insurance	Las Vegas Chamber
VACANT (Kirk Clausen)	Financial Industry
Yvanna Cancela	Labor
Thalia Dondero, Retired	Southern Nevada Residents
Bob Ferraro, Retired	Senior Citizens
VACANT (Mike Forman)	Homeowners Associations
Garry Goett, Olympia Companies	Golf Courses
Joyce Haldeman, Clark County School District	Education
Warren Hardy, Associated Builders and Contractors	General Contractors
Katherine Jacobi, Nevada Restaurant Association	Restaurants
Carol Jefferies, Retired	Southern Nevada Residents
VACANT (Bob Kasner)	Henderson Chamber
Jennifer Lewis, Lewis Group of Companies	Development
Otto Merida, Latin Chamber	Latin Chamber of Commerce
Bobbi Miracle, Commercial Executives	Realtor/Financial Industry
Phil Ralston, American Nevada Corporation	Industrial/Commercial Business
John Restrepo, RCG Economics	North Las Vegas Chamber
VACANT (Scot Rutledge)	Environmental
David Scherer, Newmark Grubb Knight Frank	Small Industrial/Commercial Business
Danny Thompson, AFL-CIO	Building Trades
Virginia Valentine, Nevada Resort Association	Hospitality/Gaming

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
January 16, 2014**

Subject: Amendment	Director's Backup
Petitioner: Patricia Mulroy, General Manager	
Recommendations: That the Board of Directors authorize the General Manager of the Las Vegas Valley Water District to serve as General Manager of the Authority, and approve the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority.	

Fiscal Impact:

None by approval of the above recommendation.

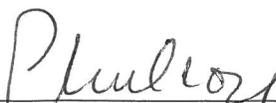
Background:

On January 14, 1993, the Board of Directors entered into an Interlocal Contract (Contract) with the Las Vegas Valley Water District (LVVWD), whereby the LVVWD General Manager, Patricia Mulroy, would also serve as General Manager of the Authority, and staff from the LVVWD would perform the Authority's day-to-day operations. Under the parameters of the current Contract, the Board is to review the Contract before April 15 of each year and determine whether to continue the relationship for the ensuing fiscal year. This Contract terminates upon the retirement of Ms. Mulroy. On December 12, 2013, Ms. Mulroy notified the Board of her intention to retire, with her tenure scheduled to end midnight on February 6, 2014.

On January 7, 2014, the LVVWD Board selected John Entsminger to serve as its General Manager. At this time, staff asks that the Board authorize Mr. Entsminger to serve as the General Manager of the Authority, and approve the Amended and Restated Interlocal Contract between the LVVWD and the Authority in accordance with such action.

The renewal of the Contract is authorized pursuant to NRS Chapter 277 and Section 21 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this contract.

Respectfully submitted:



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

AGENDA
ITEM #

10

**AMENDED AND RESTATED INTERLOCAL CONTRACT
BETWEEN THE LAS VEGAS VALLEY WATER DISTRICT
AND THE SOUTHERN NEVADA WATER AUTHORITY**

The contract made and entered into on the 19th day of January, 1993, by the Las Vegas Valley Water District (hereinafter "DISTRICT") and the Southern Nevada Water Authority (hereinafter "AUTHORITY"), and as amended on March 2, 1993, and April 6, 1994, is further amended as set forth below:

WITNESSETH:

WHEREAS, the DISTRICT is a quasi-municipal corporation, organized under Chapter 167, Statutes of Nevada 1947, as amended; and

WHEREAS, the AUTHORITY is a political subdivision of the State of Nevada through the Southern Nevada Water Authority Cooperative Agreement pursuant to NRS 277.074 and 277.120; and

WHEREAS, the AUTHORITY desires the General Manager and staff of the DISTRICT to provide staff services to the AUTHORITY; and WHEREAS, the Board of the AUTHORITY desires to appoint the current General Manager of the DISTRICT, as General Manager of the AUTHORITY pursuant to Article 21 of the Southern Nevada Water Authority Cooperative Agreement; and

WHEREAS, the Board of the DISTRICT is willing to have the DISTRICT provide staff services to the AUTHORITY and the DISTRICT has the necessary expertise and ability to assume such responsibility; and

WHEREAS, pursuant to NRS 277.180, the AUTHORITY and the DISTRICT have the authority to enter into this interlocal contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows;

1. The General Manager of the DISTRICT will serve as the General Manager of the AUTHORITY and will utilize the staff and resources of the DISTRICT to manage the affairs of the AUTHORITY under the authority granted to the General Manager pursuant to Article 21 of the Southern Nevada Water Authority Cooperative Agreement. The General Manager shall have the power to:

- a. Plan, organize and direct all AUTHORITY activities as directed by the Board of the AUTHORITY;
- b. Appoint and, subject to the requirements of applicable law, remove all AUTHORITY employees;
- c. Authorize expenditures within the approved budget;
- d. Enter into contracts on behalf of the AUTHORITY as authorized by the Board of the AUTHORITY; and
- e. Take other actions authorized from time to time by the Board of the AUTHORITY.

2. The DISTRICT will maintain records of the DISTRICT's staff time, resources and expenses attributable to the operation of the AUTHORITY, and shall bill the AUTHORITY for reimbursement in accordance with the provisions of Article 23 of the Southern Nevada Water Authority Cooperative Agreement.

3. These reimbursed costs, both direct and indirect, shall include, but are not limited to, the following: payroll and related, office supplies, printing, travel and lodging, insurance, data processing, supervision, and office space.

4. The DISTRICT will submit a monthly detailed bill or invoice to the AUTHORITY for reimbursable costs as delineated in Paragraph 3 of this Contract. The AUTHORITY shall pay the DISTRICT within 30 days of receipt of said bill or invoice requesting payment. In addition, a copy of the detailed bills or invoices will be provided to each of the members.

5. Total reimbursable costs identified in Paragraph 3 of this Contract shall not exceed the AUTHORITY's operating budgets approved pursuant to Paragraph 23 of the Southern Nevada Water Authority Cooperative Agreement.

6. On or before February 28 of each year, the AUTHORITY shall review this Contract. If this Contract is to be renewed, said renewal must be approved by the AUTHORITY in conformance with the Southern Nevada Water Authority Cooperative Agreement dated July 25, 1991.

7. Further, this Contract shall terminate pursuant to paragraph 9 if the then current General Manager of the DISTRICT ceases to be General Manager of the DISTRICT, unless the AUTHORITY votes to appoint a new General Manager of the AUTHORITY and renew the Contract within the thirty-day termination period.

8. At all times under the performance of this Contract and upon termination, all materials developed, prepared or acquired by the DISTRICT during the performance of services under this Contract, including, without limitation, all finished or unfinished documents, research, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs, and reports, shall be the property of the AUTHORITY.

9. This Contract shall continue in existence until amended, rescinded, or upon non-renewal. Further, either party may cancel or rescind this Contract without cause with 30 days' written notice to the other party. In the event of cancellation or non-renewal, both parties will in good faith attempt to negotiate a transition agreement providing for the transfer of responsibility and work in progress from the DISTRICT to the AUTHORITY. The DISTRICT shall allow all employees who so desire to terminate their employment with the DISTRICT and join the AUTHORITY.

10. In entering into this Contract, the General Manager of the DISTRICT acknowledges that a fiduciary duty is created between the General Manager and the AUTHORITY, and that the General Manager will follow the direction and dictates of the Board of the AUTHORITY.

IN WITNESS WHEREOF, this Amended and Restated Interlocal Contract is hereby approved this ____ day of _____, 2014.

Las Vegas Valley Water District

Southern Nevada Water Authority

Mary Beth Scow, President

Mary Beth Scow, Chairwoman

Date _____

Date _____

Approved as to form:



Gregory J. Walch, General Counsel for the
Las Vegas Valley Water District and
Southern Nevada Water Authority

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

January 16, 2014

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.

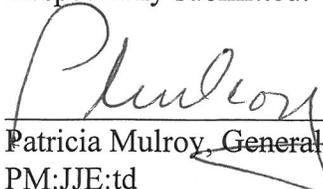
The nature of the drought in the Colorado River Basin has direct effects on water resources and future planning. The drought has prompted communities to launch major conservation initiatives to reduce water use among citizens and businesses, and has resulted in the development and implementation of the 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 #	11
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