

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JANUARY 19, 2017

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

Board of Directors

Mary Beth Scow, Chair
Bob Coffin
Marilyn Kirkpatrick
John Marz
Duncan McCoy
Steve Sisolak
Anita Wood

John J. Entsminger,
General Manager

Date Posted: January 11, 2017



SOUTHERN NEVADA
WATER AUTHORITY

The Southern Nevada Water Authority makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator at (702) 258-3939 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.

Visit our website at <http://www.snwa.com> or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Southern Nevada Water Authority agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the Agenda Coordinator at (702) 258-3939 or agendas@snwa.com.

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 from the regular meeting of November 17, 2016.
2. *For Possible Action:* Appoint a vice chair to the Board of Directors for the remainder of fiscal year 2016/2017.

CONSENT AGENDA Items 3 - 5 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

3. *For Possible Action:* Renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, authorizing the General Manager of the Water District to serve as the General Manager of the Authority, and utilizing the staff and resources of the District to manage the affairs of the Authority.
4. *For Possible Action:* Approve and authorize the General Manager to sign a cooperative agreement between the Nevada Division of Forestry and the Authority to conduct inmate conservation camp program services for the period from January 31, 2017, through January 31, 2022.

5. *For Possible Action:* Approve an interlocal agreement between the National Park Service and the Authority for exotic plant management along the Las Vegas Wash and delegate authority to the General Manager to exercise the renewal options, increase compensation by an amount not to exceed 15 percent for each renewal term, and amend the agreement so long as there is no fiscal impact to the Authority.

BUSINESS AGENDA

6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Carollo Engineers, Inc., and the Authority to provide professional engineering services for Project No. G0965, Sodium Hypochlorite System Upgrades at RMWTF.
7. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between GeoHydros, LLC, and the Authority for geologic model construction of the Las Vegas Valley.
8. *For Possible Action:* Approve and authorize the General Manager to sign an amended and restated agreement between Barnard of Nevada, Inc., and the Authority for the above-ground construction portion of the Lake Mead Intake No. 3 Low Lake Level Pumping Station, authorize a monetary increase of the agreement value, and authorize a change order contingency amount.
9. *For Possible Action:* Approve and authorize the General Manager to sign a purchase agreement between Indar Consortium and the Authority for the supply of submersible pumps for the Lake Mead Intake No. 3 Low Lake Level Pumping Station, and authorize a change order contingency amount.
10. *For Possible Action:* Approve and authorize the General Manager to sign an Agreement for the Purchase and Sale of Shares in the Mesquite Irrigation Company, in substantially the same form, between the Woods Family Trust and the Authority, and authorize the General Manager to sign ministerial documents necessary to effectuate the transaction.
11. *For Possible Action:* Approve and authorize the General Manager to sign a Surface Water Sublease Agreement, in substantially the same form, between the Moapa Band of Paiute Indians and the Authority with annual escalation as applicable; and authorize the General Manager to sign all ministerial documents necessary to effectuate the transaction.
12. *For Possible Action:* Adopt the 2017 Revenue Refunding Bond Resolution, providing for the issuance of Authority Water Revenue Refunding Bonds, Series 2017, to refinance outstanding bonds for the Authority.
13. *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 Plan, activities on the Colorado River, the development of in-state water resources, and the status of construction activities near Lake Mead.

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.

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
NOVEMBER 17, 2016
MINUTES**

CALL TO ORDER 9:02 a.m., Colorado River Conference Rooms, Southern Nevada Water Authority, 100 City Parkway, Seventh Floor, Las Vegas, Nevada

BOARD MEMBERS PRESENT Mary Beth Scow, Chair
Sam Bateman, Vice Chair
Marilyn Kirkpatrick
Duncan McCoy
Steve Sisolak
Anita Wood

BOARD MEMBERS ABSENT Bob Coffin

STAFF PRESENT John Entsminger, Julie Wilcox, Dave Johnson, Greg Walch

OTHERS PRESENT William Nelson, PBTK; Guy Hobbs, Hobbs Ong & Associates

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

COMMENTS BY THE GENERAL PUBLIC

For complete comments, audio is available online at snwa.com

There were no speakers.

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 from the regular meeting of September 15, 2016.

FINAL ACTION: A motion was made by Director Kirkpatrick to approve the agenda for this meeting and to approve the minutes of the regular meeting of September 15, 2016. The motion passed.

CONSENT AGENDA

2. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement, in substantially the same form as that attached hereto, between Black & Veatch Corporation and the Authority to provide professional engineering services for Project No. 320O, AMSWTF Filter Improvements Demonstration, for a total amount not to exceed \$578,741.
3. ***For Possible Action:*** Adopt the 2016 Water Budget.
4. ***For Possible Action:*** Adopt the Annual Operating Plan for the Southern Nevada Water System.
5. ***For Possible Action:*** Adopt the 2015 Water Resource Plan for the 2017 calendar year.
6. ***For Possible Action:*** Authorize an increase in funding of \$60,000 per year and approve an Amended and Restated Agreement for Professional Services between Stanka Consulting, Ltd., and the Authority to provide services including water right assessments, reviews, and mapping.

FINAL ACTION: Director Sisolak made a motion to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

7. ***For Possible Action:*** Award Contract No. 810S 01 C1, Tropicana Weir, to Aggregate Industries – SWR, Inc., for an amount of \$8,953,750, authorize a change order contingency amount not to exceed \$895,000, and authorize the General Manager to sign the contract agreement.

FINAL ACTION: Director Wood made a motion to approve staff's recommendation. The motion was approved.

8. ***For Possible Action:*** Accept the Authority’s Comprehensive Annual Financial Report and corresponding Independent Auditors’ Report on Financial Statements and Supplementary Information for the period ending June 30, 2016, and authorize its submission to the Nevada Department of Taxation.

William Nelson, Piercy Bowler Taylor & Kern, presented the report, issuing an unqualified opinion on the financial statements and noted no material weaknesses. Director Kirkpatrick disclosed for the record that Piercy Bowler Taylor & Kern handled the financials for her campaign account.

FINAL ACTION: Director Wood made a motion to approve staff’s recommendation. The motion was approved.

9. ***For Possible Action:*** Adopt a resolution requesting the Clark County Board of County Commissioners to take the necessary steps toward the issuance of bonds in the maximum principal amount of \$367,310,000 to refinance certain outstanding bonds for the Authority.

Director Sisolak asked what the Authority’s threshold of 3.5 percent savings on bond refundings was based on. Guy Hobbs, Hobbs Ong & Associates, said that the threshold was set to ensure that the Authority achieves a minimum savings through the refunding. The threshold was a slightly higher standard than other local bond issuing entities. John Entsminger, General Manager, added that the 3.5 percent was a guideline for refinancing debt, and that the Board could modify the threshold if it was deemed appropriate in the future.

FINAL ACTION: Director McCoy made a motion to approve staff’s recommendation. The motion was approved.

10. ***For Possible Action:*** Adopt a resolution consenting to the issuance of Las Vegas Valley Water District refunding bonds in the maximum principal amount of \$27,020,000 to refinance certain outstanding bonds for the Authority.

FINAL ACTION: Vice Chair Bateman made a motion to approve staff’s recommendation. The motion was approved.

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 Plan, activities on the Colorado River, the development of in-state water resources, and the status of construction activities near Lake Mead.

Greg Walch, General Counsel, gave a brief update on Colorado River drought conditions and water resources.

NO ACTION REQUIRED.

Public Comment

Chair Scow recognized Vice Chair Bateman for his service on the Board. The other board members also thanked Vice Chair Bateman and congratulated him on his election to the City of Henderson Justice Court. Vice Chair Bateman said he was grateful for the time he was able to serve and thanked the other board members and staff for their professionalism and support during his tenure.

There were no other speakers.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:22 a.m.

APPROVED:

Mary Beth Scow, Chair

John J. Entsminger, General Manager

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

January 19, 2017

Subject: Appointment of Vice Chairman	Director's Backup
Petitioner: John J. Entsminger, General Manager	
Recommendations: That the Board of Directors appoint a vice chair to the Board of Directors for the remainder of fiscal year 2016/2017.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

Section 20(a) of the SNWA 1995 Amended Cooperative Agreement requires the Board of Directors to appoint for one-year terms a chairman and vice chairman from its membership. On July 21, 2016, Mary Beth Scow was appointed as chair and Sam Bateman was appointed as vice chair for fiscal year 2016/2017.

On November 8, 2016, Councilman Bateman, who represented the City of Henderson on the Authority's Board, was elected as a City of Henderson Justice of the Peace. He will no longer serve as an Authority board member.

At this time, the Board is being asked to appoint a vice chair for the remainder of fiscal year 2016/2017.

This action is authorized pursuant to Section 20(a) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:AMB:KH:MB

AGENDA ITEM #	2
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**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

January 19, 2017

Subject: Renewal of Interlocal Contract	Director's Backup
Petitioner: John J. Entsminger, General Manager	
Recommendations: That the Board of Directors renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, authorizing the General Manager of the Water District to serve as the General Manager of the Authority, and utilizing the staff and resources of the District to manage the affairs of 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 (District) whereby its General Manager also serves as General Manager of the Authority and District staff performs the Authority's day-to-day operations. On January 16, 2014, the Board authorized John Entsminger to serve as its General Manager and approved the Amended and Restated Interlocal Contract between the District and the Authority.

Under the parameters of the current Contract, the Board is to review the Contract before February 28 of each year and determine whether to continue the relationship for the ensuing year.

The renewal of the Contract is authorized pursuant to NRS Chapter 277.180 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Contract.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:AMB:KH:MB
Attachment

AGENDA
ITEM #

3

**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:

W I T N E S S E T H:

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.

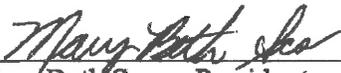
9. This Contract shall continue in existence until amended, rescinded, or upon non-renewal. Further, either party may cancel or rescind this Contract without cause with 30 days' written notice to the other party. In the event of cancellation or non-renewal, both parties will in good faith attempt to 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.

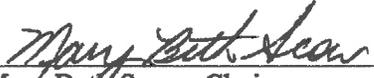
IN WITNESS WHEREOF, this Amended and Restated Interlocal Contract is hereby approved this 4th day of February, 2014.

Las Vegas Valley Water District

Southern Nevada Water Authority



Mary Beth Scow, President



Mary Beth Scow, Chairwoman

Date 2-4-14

Date 1-16-14

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 19, 2017

Subject: Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign a cooperative agreement between the Nevada Division of Forestry and the Authority to conduct inmate conservation camp program services for the period from January 31, 2017, through January 31, 2022, for an amount not to exceed \$250,000.	

Fiscal Impact:

None by approval of the above recommendation. The Authority will be reimbursed for work completed through grant funding provided to the Authority by the U.S. Bureau of Reclamation and other external sources.

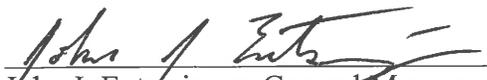
Background:

Since September 2000, the Board of Directors has approved multiple agreements with the State of Nevada, Division of Forestry (NDF) for inmate conservation camp program services. The most recent agreement provided services through November 30, 2016.

The NDF conservation camps have been a vital source for labor to support stabilization and enhancement efforts in the Las Vegas Wash (Wash) for the past 16 years. If approved, this cooperative agreement (Agreement) will allow the Authority to continue restoration efforts for the Wash and other areas within Clark County. Tasks to be performed under this Agreement include site maintenance, planting native species, harvesting native species, tamarisk removal, and site cleanup activities. This Agreement will provide for the continued use of an inexpensive labor force for management of the Wash and other related work projects.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:ZLM:LML:KKC:NR:nh
Attachment

AGENDA ITEM #	4
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NEVADA DIVISION OF FORESTRY

CONSERVATION CAMP PROGRAM

FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # 320051

This Agreement is entered into this _____ day of _____, _____ by and between the Nevada Division of Forestry, hereinafter called NDF, and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the Cooperator.

WHEREAS Legislative policy in NRS 209.461 requires each offender to participate in employment and/or vocational training in the community and:

WHEREAS NDF provides a work program of employment for offenders in the conservation camp system for the purpose of promoting and encouraging public conservation projects pursuant to NRS 209.132 and NRS 209.461 and:

WHEREAS the parties to this Agreement seek to accomplish a public conservation project more fully described below.

NOW, THEREFORE the parties agree as follows:

COOPERATOR agrees to reimburse NDF for labor and equipment furnished on an as-needed basis for work on the project as described in Attachment 1, the Nevada Division of Forestry Conservation Camp Project Plan and Agreement and Attachment 2, the Daily Financial Estimate. NDF agrees to provide the labor and equipment as described in Attachments 1 and 2, only as requested and approved by the Cooperator. Cooperator will reimburse NDF for the work performed at the contracted daily rate described in Attachment 2, but in no event will the total amount reimbursed by Cooperator under this Agreement exceed \$250,000. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill the Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days after Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed at a rate of 1.5% per month until the account is paid in full. In case suit shall be brought by either party for collection of payments due the State of Nevada under the provisions of this Agreement or to enforce any of the terms or conditions of this Agreement, the prevailing party shall be allowed to recover reasonable attorneys' fees and costs of suit.

TERM: This Agreement shall terminate upon the completion of the project described herein or by the date of 31 January 2022, whichever is earlier. The term of this Agreement may be extended by NDF due to lack of manpower as a result of Department of Corrections' action in filling

the conservation camps with suitable inmates. Either party may terminate this work Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warrants or guarantees the project work as the workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this work Agreement in a timely manner. Should NDF fail to complete the job the contract price will be prorated to reflect value of services completed.

To the extent permitted by Nevada law, Cooperator shall indemnify, hold harmless and defend, not excluding NDF's right to participate, NDF from and against all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Cooperator, its officers, employees and agents pursuant to this Agreement.

The Nevada Department of Corrections (NDOC), as custodian of offenders under Nevada law, retains the right to review each proposed work project for security reasons and may modify or otherwise attach conditions to this Agreement in accordance with their regulations and policies. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. NDF does provide workman's SIIS insurance for each inmate working under the terms of this Agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at the time work is anticipated to commence at the project.

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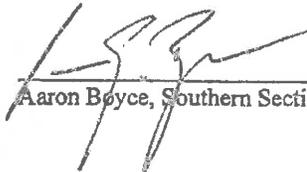
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COOPERATIVE AGREEMENT "FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS" BETWEEN THE NEVADA DIVISION OF FORESTRY, CONSERVATION CAMP PROGRAM, AND THE SOUTHERN NEVADA WATER AUTHORITY

This Agreement shall be construed and interpreted according to the laws of the State of Nevada, without regard to its choice of law provisions.

NEVADA DIVISION OF FORESTRY



Aaron Boyce, Southern Section Chief

COOPERATOR

John J. Entsminger, General Manager

Southern Nevada Water Authority
1001 South Valley View Blvd.
Las Vegas, NV 89153

Address

702-258-3100

Phone Number

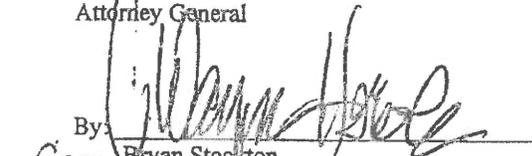
88-6000363

Tax ID Number

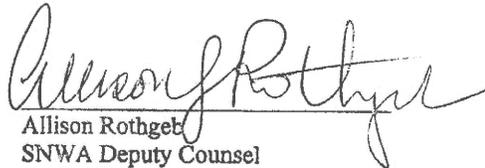
Approved as to Form:

Adam Paul Laxalt
Attorney General

By:



Bryan Stockton
Deputy Attorney General



Allison Rothget
SNWA Deputy Counsel

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY
CONSERVATION CAMP PROJECT PLAN AND AGREEMENT

Date: 11/15/2016

Camp: Jean, Three Lake Valley Conservation Camp

PROJECT: Southern Nevada Water Authority-Las Vegas	
LOCATION: Las Vegas	COUNTY: Clark
COOPERATOR: Southern Nevada Water Authority	AGENCY: Community
PROJECT AGENT: Nick Rice	PHONE: (702) 858-2781, (702) 822-3316
PURPOSE OF PROJECT: Tamarisk Removal/re-vegetation and general landscaping	
PROPOSED STARTING DATE: 02 February 2017	ESTIMATED WORKING DAYS:
SCHEDULED STARTING DATE:	CREW ASSIGNED PROJECT:
PROJECT DESCRIPTION: <ol style="list-style-type: none"> 1. Crew will cut Tamarisk and stack slash. 2. Crew will spray cut stumps with herbicide within 20 minutes of cutting. 3. Crew will harvest and plant indigenous plant species. 4. Crew will wear required PPE including hardhats, eye protection and chaps for leg protection. 5. Crew will complete project safely utilizing safe work practices while operating hand and power tools. 6. Crew will help install jute logs. 7. Crew will perform general site clean-up. 8. Crews will support implementation of approved burn plans. 9. Crews will perform planting of plants. 10. Crew will perform weeding of project site. 11. Crews will use best management practices to avoid the ignition of wildfire. 	
MATERIALS REQUIRED FROM COOPERATOR: <ol style="list-style-type: none"> 1. Herbicide approved for site and species. 2. All specialized herbicide spray equipment and safety equipment. 3. Trash dumpster. 4. Hip Wading boots. 5. Plant material. 	
TECHNICAL PLANS REQUIRED: Yes for application of any herbicide, NDF will submit a written plan prior to the application of chemical (herbicide) and approved by the State Forester.	

ATTACHMENT 2

DAILY FINANCIAL ESTIMATE

CONTRACTED DAILY RATE

Crew Supervisor	Crewman	Days/Hours	Cost/Day	Total
1	12	1	\$750.00	\$750.00

EQUIPMENT INCLUDED

Type	Cost	Estimated Miles/ Hours	Total
Crew Trailer Daily Rate	\$0		
Crew Truck Mileage (included up to 100 miles per day)	\$0	100	\$0

Total Contracted Daily Rate	\$750.00
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MISCELLANEOUS ITEMS:

Description	Cost	Miscellaneous Miles/ Hours	Total
Crew Truck Mileage	\$3.81 per mile	Only if exceed 100 miles per day	0

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

January 19, 2017

Subject: Interlocal Agreement	Director's Backup
Petitioner: Dave L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve an interlocal agreement between the National Park Service and the Authority for exotic plant management along the Las Vegas Wash for an amount not to exceed \$50,000 per year and delegate authority to the General Manager to exercise the renewal options, increase compensation by an amount not to exceed 15 percent for each renewal term, and amend the agreement so long as there is no fiscal impact to the Authority.	

Fiscal Impact:

None by approval of the above recommendation. The Authority will pay the National Park Service (NPS) an amount not to exceed \$50,000 per year, but the Authority will be reimbursed through grant funding provided to the Authority by the U.S. Bureau of Reclamation and other external sources.

Background:

As part of the Authority's commitment to the long-term management of the Las Vegas Wash as identified in the Las Vegas Wash Comprehensive Adaptive Management Plan, exotic plant and invasive weed removal is required in order for native revegetation programs to be successful. On February 21, 2008, the Board of Directors approved an agreement with NPS allowing NPS to be a partner in the success of these efforts by providing professional weed control services for the Authority along the Las Vegas Wash. The services of the NPS crews have helped the Authority continue to meet its U.S. Army Corps of Engineers permit obligations by controlling invasive weeds and re-establishing native wetland and riparian vegetation.

If approved, the attached interlocal agreement would authorize the NPS to treat and remove noxious weeds and other exotic plants in the Las Vegas Wash within the Clark County Wetlands Park through January 31, 2018. This interlocal agreement also includes an option to renew for four additional one-year terms with an increase not to exceed 15 percent for each renewal term. The Authority, at its sole discretion, would determine if an increase commensurate with the scope of work is necessary.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:ZLM:LML:KKC:NR:nh
Attachment

AGENDA
ITEM #

5

**Interlocal Agreement for
Exotic Plant Management and Native Plant Restoration in the Las Vegas Wash
between
The United States Department of Interior
National Park Service, Lake Mead National Recreation Area
and
The Southern Nevada Water Authority**

This Interlocal Agreement is entered into on this ___ day of _____, 2017 (Execution Date) by and between the Southern Nevada Water Authority (SNWA) and the U.S. Department of the Interior, National Park Service (NPS), by and through the Superintendent, Lake Mead National Recreation Area.

ARTICLE I. BACKGROUND AND OBJECTIVES:

The purpose of this Agreement is to control exotic plants and enhance native plant habitat in the Las Vegas Wash (Wash) adjacent to Lake Mead National Recreation Area utilizing the Lake Mead Exotic Plant Management Team. The Wash is part of the Colorado River watershed and is located near Lake Mead National Recreation Area, so controlling weeds in the Wash will help prevent weeds from infesting NPS lands. In addition to protecting adjacent NPS lands from weeds, NPS benefits from this Agreement because it provides the opportunity to use the Wash to conduct field training for crews since the Wash is adjacent to Lake Mead National Recreation Area and has large accessible weed infested areas to implement training safely and efficiently.

ARTICLE II. AUTHORITY:

A. Federal:

The NPS is authorized to enter into this Agreement by P.L. 110-229 the Consolidated Natural Resources Act of 2008, Title III, Section 301, Cooperative Agreements for National Park Natural Resources Protection; and the SNPLMA of 1998, PL 105-263, 107-282.

B. SNWA:

Pursuant to Nevada Revised Statutes 277.180, SNWA is authorized to enter into Interlocal Contracts with other governmental agencies to aid in performance of governmental services and activities.

ARTICLE III. STATEMENT OF WORK:

A. The NPS agrees to:

1. Treat and/or remove noxious weeds (as defined by the State of Nevada) and other exotic weeds along the Wash within the Clark County Wetlands Park, including maintaining these treatment areas weed-free.
2. Provide technical assistance related to habitat restoration, vegetation management and revegetation, including project implementation if necessary.
3. In the event this Agreement is renewed for additional one-year terms, provide SNWA with yearly invoices so that SNWA may reimburse NPS for expenses incurred in performance of this Agreement.

B. SNWA agrees to:

1. Identify weed control training grounds located along the Wash within Clark County Wetlands Park to be used by the NPS Lake Mead Exotic Plant Management Team.
2. Obtain project approvals and permits as necessary.
3. Inform the public and surrounding community of project activities.
4. Provide NPS reimbursement for the expenses incurred in performance of this Agreement, pursuant to Article VI of this Agreement.

C. NPS and SNWA jointly agree to:

1. Consult with the U.S. Bureau of Reclamation and Clark County (the primary landowners in the Wash) regarding any license agreements or access agreements necessary for activities pursuant to this Agreement.
2. Meet periodically, and with other project cooperators to coordinate project activities, status and progress.
3. Monitor treatment results and restoration activities.

ARTICLE IV. TERM OF AGREEMENT:

The initial term of this Agreement shall be from the Execution Date to January 31, 2018. This Agreement may be renewed for four additional one year terms by either Party giving written notice to the other Party at least 30 days prior to the termination date of the then-current term. SNWA may decline to renew this Agreement in its sole and absolute judgment.

ARTICLE V. KEY OFFICIALS:

The key officials specified in this Agreement are considered to be essential to ensure coordination, cooperation and communication between the Parties and the work being performed. Upon written notice, either Party may designate an alternate to act in place of the designated key official, in an emergency or otherwise.

A. For the National Park Service:

Project Coordinator:
Curt Deuser
Supervisory Restoration Ecologist
Lake Mead Exotic Plant Management Team Liaison
601 Nevada Way
Boulder City, NV. 89005
702-293-8979
Fax 702-293-8624
curt_deuser@nps.gov

B. For SNWA:
Project Coordinator:
Nick Rice
Environmental Biologist
Southern Nevada Water Authority
PO Box 99956
Las Vegas, NV. 89193-9956
702-822-3316
Fax 702-822-3304
nick.rice@snwa.com

ARTICLE VI. AWARD AND PAYMENT:

SNWA shall provide NPS with an amount not to exceed \$50,000 as reimbursement for expenses incurred in performance of the first one-year term of this Agreement. For each year that this Agreement is renewed pursuant to Article IV of this Agreement, and subject to SNWA budget constraints and fiscal limitations, SNWA shall reimburse NPS for its expenses incurred in performance of this Agreement, in an amount not to exceed \$50,000 per year; provided, however that this amount may increase by an amount not to exceed 15% for each one-year renewal term. Any request for an increase in funding shall be included in the Notice of Renewal as provided in Article IV of this Agreement. SNWA may decline the request for an increase in its sole and absolute discretion. NPS shall provide invoices to SNWA after each project has been completed and SNWA will pay invoices within 30 days. NPS shall include a clearly marked reference to this Agreement in the invoices, and shall mail said invoices to:

Southern Nevada Water Authority
PO Box 99956
Las Vegas, NV 89193-9956
(702) 822-3300
ATTN: Nick Rice

With a copy to:
Scott Briggs
Budget Specialist *Officer*
National Park Service, Lake Mead NRA
601 Nevada Way
Boulder City, NV 89005
(702) 293-8687

ARTICLE VII. REPORTS AND DELIVERABLES:

NPS agrees to provide SNWA with the following reports for the first one-year term of this Agreement and annually thereafter in the event this Agreement is renewed:

- A. 1. Acres treated by NPS and/or number of individual plants treated by NPS, and number of acres maintained after treatment;
 2. GIS data files and maps depicting treated acres;
 3. Herbicide use data
- B. NPS also agrees to provide oral presentations to the Las Vegas Wash Coordination Committee and SNWA staff upon request.

ARTICLE VIII. MODIFICATION AND TERMINATION:

This Agreement may be modified only by a written instrument executed by the Parties. If agreed, increases in funding may be added via a modification executed within 30 days of the then-current termination date of the Agreement. Either Party may terminate this Agreement upon 60-days advance written notice to the other Party.

ARTICLE IX. SPECIAL PROVISIONS:

- A. Herbicide Use by NPS:
1. Herbicide will be applied under direct supervision of a NPS certified Nevada Restricted Use Pesticide Applicator.
 2. Reasonable efforts will be made to avoid herbicide contact with desirable plants.

3. Herbicides will be used in compliance with the manufacturers' instructions and conform to all state and federal laws.
4. All applications will be made by hand-held and low-volume equipment in accordance with all product labeling.

B. Communications:

1. NPS on site crew supervisor will be available via cell phone during exotic plant control treatments.

ARTICLE X. LIABILITY:

The liability of SNWA for any property damage, injury, or death caused by the acts or omissions of its employees or representatives, acting within the scope of their employment arising under this Agreement, shall be determined in accordance with and limited by Nevada Revised Statutes Chapter 41. NPS shall be responsible solely for such claims, costs, damages, judgments, or loss of any type arising from negligent or wrongful acts or omissions of its officers or employees for which NPS is found liable under the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671-2680, or other applicable provision of Federal law.

Article XI: DEPARTMENT OF INTERIOR PROVISIONS:

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

SNWA will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which SNWA represents. No release of information relating to this Agreement may state or imply that the Government approves of SNWA's work product, or considers SNWA's work product to be superior to other products or services.

C. Public Information Release

SNWA will obtain prior Government approval for any public information releases which refer to the Department of Interior, any bureau, park unit, or employee (by name or title), or

this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.

D. Liability

The U.S. Government disposes of its liabilities under the provisions of the Federal Tort Claims Act (28 U.S.C. 2671). The National Park Service shall be liable, to the extent allowed by the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this Agreement.

ARTICLE XII. BUDGET:

Year 1 Estimated Budget Breakdown:

Personnel Cost/Labor	\$37,000
Administrative Support	\$2,000
Herbicide	\$2,500
Supplies (PPE, Sprayer parts, maintenance)	\$1,500
Vehicle Lease/Support	\$3,000
Data Processing/Reporting	\$2,000
Fuel	<u>\$2,000</u>

Yearly Total: \$50,000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

By: *Ella Walker*
for Ella Walker, Administrative Officer

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger, General Manager

Approved as to form:

By: *Dana Walsh*
Dana R. Walsh, Deputy Counsel

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

January 19, 2017

Subject: Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement between Carollo Engineers, Inc., and the Authority to provide professional engineering services for Project No. G0965, Sodium Hypochlorite System Upgrades at RMWTF, for an amount not to exceed \$674,898.	

Fiscal Impact:

The requested \$674,898 is available in the Authority's Capital Budget.

Background:

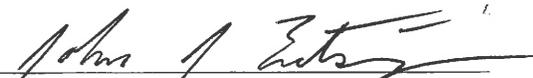
The River Mountains Water Treatment Facility (RMWTF), a direct filtration plant, uses nine on-site electro chlorination (OSEC) generators to produce sodium hypochlorite (SHC) needed for water disinfection. In 2013, voltage imbalance alarms occurred on OSEC generators one through four. Operations staff inspected all nine generators and found worn and corroded anodes and cathodes. Based on the accumulated run times for each generator and service life history, staff estimated the remaining service life for the anodes in the OSEC generators to be one to seven years.

On May 21, 2015, the Board of Directors approved an agreement with Carollo Engineers, Inc., (Carollo) to conduct the RMWTF Sodium Hypochlorite Generation System Evaluation Study (Study) to review the rehabilitation and replacement strategies for the OSEC generators and provide strategy recommendations. Carollo recommended rehabilitation or replacement of all nine generators. At this time, staff recommends replacement of the OSEC generators one through five and an upgrade to the existing bulk SHC facilities to provide two-stage dilution and SHC storage. The replacement or rehabilitation of generators six through nine is still under evaluation by staff.

If approved, the attached agreement would provide funding for the design-related engineering services required to prepare construction documents for the replacement of OSEC generators, rectifiers, valves, the tank lining system and related appurtenant work for the rehabilitation. Due to their familiarity of the system through the intensive Study, Carollo was chosen to provide these engineering services.

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:


John J. Entsminger, General Manager
JJE:DLJ:PJJ:RCP:LSA:MJ:kjc
Attachments

AGENDA ITEM #	6
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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"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded 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 checked="" type="checkbox"/> NONE		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Carollo Engineers, Inc.					
(Include d.b.a., if applicable)		N/A					
Street Address:		2700 Ygnacio Valley Road, Suite 300			Website: <u>www.carollo.com</u>		
City, State and Zip Code:		Walnut Creek, CA 94598			POC Name and Email:		
Telephone No:		(925) 932-1710			Fax No: (925) 930-0208		
Local Street Address:		376 E. Warm Springs Road, Suite 250			Website: <u>www.carollo.com</u>		
City, State and Zip Code:		Las Vegas, NV 89119			Local Fax No: (702) 792-4533		
Local Telephone No:		(702) 792-3711			Local POC Name Email: <u>lfreestone@caroll.com</u>		
Number of Clark County, Nevada Residents Employed: 19							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, 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>
B. Narayanan	President	5.18%
Michael Barnes	Secretary	<5%
Ash Wason	Treasurer	<5%

This section is not required for publicly-traded corporations.

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

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

M. J. Barnes

Signature _____
 Title Vice President

Mark J. Guss

Print Name _____
 Date 12/9/16

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 no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

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
 L. STEVEN ALDERSON
 Print Name
 Authorized Department Representative

THE SOUTHERN NEVADA WATER AUTHORITY

AGREEMENT NO. SNWA G0965

FOR

ENGINEERING SERVICES

This Agreement is made and entered into this ____ day of _____, 20____ (“Effective Date”), by and between CAROLLO ENGINEERS, 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 and Exhibit B**, 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. CONSULTANT shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability normally required of engineers performing the same or similar services, under the same or similar circumstances.

(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.

(e) Related to the CONSULTANT's performance of services during construction:

1. The Parties agree that the AUTHORITY shall require the construction contractor to indemnify the CONSULTANT to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the CONSULTANT shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all Construction Documents and insurance certificates shall include wording acceptable to the Parties herein with reference to such provisions.

2. The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the Contract Documents.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date 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.

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 B**, 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 this Agreement and must reference the name and Effective 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 tasks completed as set forth in **Exhibit B** 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 six hundred and thirty three thousand, five hundred and forty-four dollars (\$674,898.00).

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 – NO JOINT VENTURE:

The relationship of the CONSULTANT to the AUTHORITY hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

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.

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 Work Product 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, 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. 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.

10. 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 Southern Nevada Water Authority.

11. 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.

12. 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.

13. 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 pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

(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.

14. INDEMNIFICATION:

(a) For all claims based upon or arising out of the Services or Work of the CONSULTANT, CONSULTANT shall indemnify and hold harmless, without cost to the AUTHORITY, its Board of Directors and its officers, agents, and employees (the "AUTHORITY Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability, to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and 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; or infringement on any U.S. patent

(issued as of the Effective Date) or any copyright or trademark. If such claim(s) results in a trier of fact's adjudication of CONSULTANT as liable, CONSULTANT shall pay to AUTHORITY the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of CONSULTANT, as reimbursement for the attorneys' fees and costs incurred by the AUTHORITY in defending the claim.

(b) For all claims not based upon or arising out of the Services or Work of the CONSULTANT, CONSULTANT shall indemnify, hold harmless, and defend, without cost to the AUTHORITY Parties, against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and 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; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The AUTHORITY Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CONSULTANT has indemnified the AUTHORITY Parties by giving written notice of the assumption to CONSULTANT. The AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified the AUTHORITY Parties without the prior written consent of

CONSULTANT, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by CONSULTANT to the AUTHORITY Parties applies to all insurance policies of the CONSULTANT, whether primary, excess, or umbrella coverage is provided to the CONSULTANT.

(c) The CONSULTANT shall not be responsible for loss of anticipated profits or for economic or consequential damages to the AUTHORITY or any third party arising out of breach of contract or termination. Additionally, the CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the CONSULTANT's subconsultants, that impact project completion and/or success.

15. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to the AUTHORITY, nor shall the CONSULTANT allow any subcontractor or subconsultant to commence Work until all similar insurance required of the subcontractor or subconsultant has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify the AUTHORITY of any changes to their insurance coverage.

2. AUTHORITY shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, and excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) or

subconsultant(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to the AUTHORITY, regardless of how the "other insurance" provisions may read. The CONSULTANT agrees to waive its rights of subrogation against the AUTHORITY, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language 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 in the scope of the employment. Also, all owners of the property where the Work will be performed.

3. The AUTHORITY shall also be named as an additional insured under the subcontractor's or subconsultant's insurance policy. Any deviation from the required insurance requirements will need to be approved by the AUTHORITY in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of the CONSULTANT's or subcontractor's or subconsultant's liability for claims arising out of this Agreement. CONSULTANT and subcontractor or subconsultant shall be responsible for insuring all of its own personal property, tools and equipment.

4. If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the AUTHORITY shall have the right, if the AUTHORITY so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the AUTHORITY as an additional named insured. The CONSULTANT shall pay the cost thereof and shall

furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the AUTHORITY has the right to set off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.

5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of the AUTHORITY.

(b) Evidence of Insurance:

1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

2. Within 10 working days after the Effective Date, the CONSULTANT shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. Upon request of the AUTHORITY, CONSULTANT to provide a copy of all insurance policies required under this Agreement.

3. Renewal certificates shall be provided to the AUTHORITY not later than 15 days prior to the expiration of policy coverage.

4. All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' prior notice to the AUTHORITY for any reduction in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide thirty (30) days' prior notice.

(c) Insurance Coverages:

1. Commercial General Liability Insurance:

CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

2. Business Automobile Insurance:

CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

3. Workers Compensation & Employers Liability Insurance:

CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease.

CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

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. Professional Liability Insurance:

CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

5. Cyber and Technology Liability Insurance:

CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

16. 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.

17. 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.

18. 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.

19. 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.

(c) Any reuse of completed documents or use of partially completed documents produced by the CONSULTANT, as part the Services provided hereunder, without written verification or concurrence by the CONSULTANT for the specific purpose intended will be at the AUTHORITY's sole risk and without liability or legal exposure to the CONSULTANT.

20. DATA PRIVACY AND SECURITY:

(a) Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code, or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

(b) CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the AUTHORITY.

(c) CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

(d) CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(e) CONSULTANT agrees to notify the AUTHORITY without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the AUTHORITY was or is reasonably believed to have been acquired by an unauthorized person.

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 each Party or their designees.

24. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

25. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

(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, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations..

(b) CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the AUTHORITY may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate the CONSULTANT as non-responsible.

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, 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:

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.

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 a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT: Carollo Engineers, Inc.
4600 East Washington Street, Suite 500
Phoenix, AZ 85034
Attention: Mark J. Gross, P.E.
[mgross@carollo.com]
(602)474-4115

To AUTHORITY: Southern Nevada Water Authority
Attention: L. Steven Anderson, P.E.
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
[steven.anderson@lvvwd.com]
(702)875-7063

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 email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal



EXHIBIT A SCOPE OF WORK

Southern Nevada Water Authority (SNWA) River Mountain Water Treatment Facility (RMWTF) Design and Construction Phase Services

SNWA Contract No. G0965 - Sodium Hypochlorite System Upgrades at RMWTF

November 23, 2016

INTRODUCTION

This Scope of Work defines the engineering services to be provided by Carollo Engineers, Inc. (Consultant) for the Southern Nevada Water Authority (SNWA or Authority) River Mountain Water Treatment Facility (RMWTF) Sodium Hypochlorite (SHC) Generation System Upgrades project. The RMWTF is a 300 mgd direct filtration plant that uses on-site SHC generation to provide chlorine for disinfection. Currently there are nine On-Site Electro Chlorination (OSEC) Model B8-200 SHC generators installed at the RMWTF. Three of the OSEC B8-200 generators were placed into service in 2002, while the remaining six units were placed into service in 2006. Each unit has a design capacity of 2,000 pounds per day of chlorine, as 0.8% SHC.

Up until 2013, no major service had been performed on the OSEC units. In 2013, voltage imbalance alarms started to occur on OSEC units 1, 2, 3, and 4. SNWA then disassembled and inspected these units and found worn and/or corroded anodes and cathodes. Based on the accumulated runtimes for each unit and service life history, SNWA estimates that the remaining service life of the anodes in OSEC units ranges from 1.4 to 7.7 years.

In 2015, Consultant performed the RMWTF Sodium Hypochlorite Generation System Evaluation Study to review rehabilitation and replacement strategies for the OSEC SHC generator units and to provide recommendations for SNWA's SHC strategy. As a result of the study, SNWA selected the replacement of five existing OSEC SHC generators with new OSEC BPlus 2000 cells and upgrading the existing bulk SHC facilities to provide a two stage dilution and storage of 10% and 0.8% SHC.

PROJECT DESCRIPTION

The purpose of this project is to upgrade the RMWTF's existing SHC generation and storage system by replacing five of the nine existing OSEC SHC units that generate 0.8% SHC with new OSEC units, and to provide the capability to routinely receive bulk SHC deliveries via tanker truck. SNWA will be able to select whether the RMWTF will use on-site generated SHC or bulk delivered SHC for chlorine disinfection, based on plant needs, pricing for bulk SHC versus on-site generation costs, and other factors as needed.

The project includes the following elements:

- Design for upgrade of existing SHC process to receive 12.5% SHC and to provide a dilution system and storage for 10% and 0.8% SHC solutions. Design includes automated controls for dilution of 12.5% bulk delivery SHC to the existing day tanks through a two-stage dilution process to 0.8% SHC. Specific design elements include:
 - New control panel installed at the SHC truck unloading station.
 - New flow meter on the existing common truck fill line, and two new flow meters on the existing softened water piping manifold to fill the appropriate day tanks.
 - New motor operated valves (MOVs) to remotely control which day tank receives softened water. Control valves will be used to control the rate of flow to the day tanks. New MOVs will also be required for Day Tank Nos. 1 and 2 truck bulk SHC delivery inlet lines.
 - New SHC transfer pumps (2 duty / 2 stand-by) to transfer the 10% SHC solution to the programmed day tank, for dilution to 0.8% SHC for feeding into the existing feed system. The two existing transfer pumps will be reused (for Day Tank Nos. 3 and 4). The two new transfer pumps will be needed for Day Tank Nos. 1 and 2.
 - Piping, valves with MOVs, and flowmeters to select the programmed day tank for the pumping of SHC from one day tank to another, for dilution from 10% to 0.8% SHC. An evaluation will be performed to determine if the design should include the option of pumping bulk sodium hypochlorite from any day tank to any other day tank, for dilution to either 10% or 0.8%. Softened water will be used to dilute the 10% SHC solution to 0.8% SHC. MOVs will control which tank receives softened water and control valves will be used to control the rate of water flow. Static mixers will also be added to promote mixing of the diluted bulk SHC with soft water, prior to introduction into the day tank(s) from the truck unloading station or when diluting to 0.8%.
 - New control panel with new PLC near the transfer and feed pumps to control the dilution process from 10% to 0.8%. The control panel will allow the operator to select the desired inputs for dilution. The new PLC will monitor each of the I/Os required to perform the bulk SHC unloading and dilution operations.

- Integration of the dilution system controls to the existing plant SCADA system. Existing instrumentation including day tank level meters will also be integrated into the dilution system controls. Consultant will develop control descriptions and I/O lists to be used by Contractor's integrator for system integration.
- Replacement of the existing concrete day and brine tanks PVC liners and underlying geo-composite fabric, with a new PVC liner and fabric. Two of the existing day tanks currently are leaking sodium hypochlorite, so a visual assessment of the tanks will be performed after the existing liner is removed. It is also believed that the existing pipe supports are deteriorated, in particular for the day tanks, so overflow and other internal piping supports will be replaced as part of the project. The PVC liner configuration options will be reviewed and coordinated with liner suppliers, to confirm compatibility with bulk and diluted SHC, along with estimated service life. Brine tank rapid fill spray nozzle loops will also be replaced as part of the project.
- Coordination with potential bulk SHC supplier(s) (e.g. Olin) for configuration of the truck unloading station. Consultant will solicit inputs from potential bulk SHC suppliers regarding optimal configuration for the truck unloading station, impacts to the bulk SHC via degradation due to dilution steps, and potential impacts of mixing diluted bulk SHC with on-site generated SHC.
- Evaluation of the existing bulk SHC truck unloading area and drains to confirm sufficient capacity exists to handle bulk SHC spill.
- Adding safety shower(s) if needed for code compliance.
- Design and specifications will indicate compliance with the Chlorine Institute Pamphlet 96 (SHC Manual).
- Replacement of five existing generation skids with five new generators to include:
 - Five new SHC generators;
 - Five new rectifiers for the SHC generators;
 - HVAC upgrades to the existing rectifier room;
 - Minor piping modifications to connect the new skids to existing piping; and
 - Wiring of new SHC skids to the existing control panels. The existing individual SHC electrolyzer control panels will be reused, however it is anticipated that new conduits and conductors from the existing local control panels to the new SHC skids will be required. The existing SHC generation master control panel I/O will be left in place as-is, new I/O for the project will be routed to the new PLC.
 - Coordination with the SHC skid supplier to supply skids that can be maneuvered into place, considering the existing skids are surrounded by grating and access to the electrolyzer locations is limited.

A summary of the tasks is listed below. The 100 series through 400 series tasks are basic services, while the 500 and 600 series tasks are additional engineering services during construction, to be confirmed when the construction schedule is confirmed.

The labor rates and fee schedule, along with project fee, are shown in Exhibit B.

Task Series 100 - Project Management, Meetings

The Consultant will provide project management and conduct meetings during the project, as described in the tasks below.

Task 110 – Prepare a Project Plan, monitor project progress, prepare monthly progress reports/invoices, prepare, and update project schedule.

Task 120 – Prepare agenda and conduct the project Kick-off Meeting. Prepare and distribute meeting minutes. Meeting to include: project objective and scope review, project schedule with milestones, critical issues for the project, confirmation of existing project information, and lines of communication.

Task 125 – Prepare agendas and conduct meetings for 30%, 60%, and 90% design reviews. Consultant will distribute the draft design submittal to the SNWA prior to each meeting. The Preliminary Design Report (see Task Series 200 below) will include 30% design level drawings. The 30% review meeting will be used to review the draft Preliminary Design Report as well as the draft 30% design.

Assumptions:

1. Eight-month design and bid phase duration.
2. All meetings will be held at the RMWTF, and will include:
 - a. One project kick-off meeting.
 - b. Three design progress review meetings.

SNWA Inputs:

1. Confirm schedule for project meetings.
2. Review of meeting minutes.
3. Provide data as requested.

Deliverables:

1. Project Plan.
2. Meeting agenda and minutes.

3. Monthly invoices and progress reports.
4. Monthly schedule updates.

Task Series 200 - Preliminary Design and Report (and 30% Design)

Consultant will prepare a draft and final Preliminary Design Report (PDR) to document the basis of design for the project elements. Consultant will include with the PDR a set of 30% level design drawings, including SNWA preferences for equipment selections and layouts. The PDR will include the following elements:

- Design parameters for pumps, valves, flow meters, generation equipment, and other project elements.
- Process equipment selections and equipment lists (including sizing requirements).
- Process flow diagrams.
- Preliminary process controls and instrumentation systems descriptions.
- Mechanical piping and equipment layouts (plan views, isometrics, sections).
- Process and Instrumentation Diagrams (P&IDs).
- Electrical system modifications descriptions, single line diagrams.
- Preliminary network diagram for controls.
- Proposed construction sequencing to perform the construction while keeping the plant on-line.

Consultant will also prepare a pre-selection package prior to completion of the PDR, to obtain equipment layout and pricing commitment from the SHC generation equipment vendor. This will allow the Consultant to base the design around the specific vendor requirements, and potentially accelerate the delivery schedule for the equipment.

Task Series 200 tasks are as described below:

Task 210 – Develop pre-selection package for on-site generation equipment.

Task 220 – Data Gathering (includes reviewing existing plant drawings and submittals, field review of existing electrical and controls panels, and sites visits to review existing conditions).

Task 230 – Prepare and submit preliminary opinion of probable cost for construction.

Task 240 – Prepare and submit Preliminary Design Report.

Task 250 – Submit 30% Design Drawings.

Assumptions:

1. Consultant received most of the applicable drawings from SNWA when performing the previous study, however additional plant drawings (if available), may be requested from SNWA.
2. Nos. 1-5 existing OSEC units along with their rectifiers will be replaced. Existing control panels will be reused for the new SHC generation units.

SNWA inputs:

1. Provide review comments on submittals within 10 working days of submittal by Consultant. Consultant will continue design development during this period to maintain the project schedule.

Deliverables:

1. Pre-selection package for on-site generation equipment.
2. Preliminary opinion of probable cost for construction, one electronic copy.
3. Draft and Final Preliminary Design Report (includes 30% design drawings), one electronic copy of the draft and final report, and five hard copies of the Final Design Report.

Task Series 300 - Design Development

Consultant will develop detailed design drawings and technical specifications for the SNWA to obtain bids from a qualified Construction General Contractor.

Task Series 300 tasks are as described below:

Task 310 – 60% design drawings and specifications.

Task 320 – 90% design drawings and specifications.

Task 330 – Regulatory agency coordination and permitting.

Task 340 – Final (100%) contract documents.

Task 350 – Final Opinion of Probable Cost for Construction.

Assumptions:

1. Task 330 - For permitting, the project will be submitted to the NDEP for Approval of Water Project and approval of construction. The project will also be submitted to the City of Henderson Fire Dept. to update the hazmat permit for 12.5% SHC storage.
2. Consultant will use SNWA's standard specifications when possible, which are 2014 CSI MasterFormat. Consultant will also use standard SNWA front-end documents.
3. A total of approximately 86 sheets are estimated for the drawing set. The estimated breakdown of hours per engineering discipline to develop the contract drawings and specifications is summarized in the table below (per design Tasks 250, 310, 320, and 340).

Discipline	Estimated Number of Drawings	Estimated Number of Hours
Process/Mechanical	29	603
Structural	10	80
Electrical	22	442
Instrumentation	25	305
Totals	86	1,430

4. SNWA CAD and Drawing Standards formatting will be followed.
5. Design drawings will be produced in 2-D format and delivered in AutoCAD Version 2013 formatted for 22-inch by 34-inch full-size plans.
6. For the Final Contract Documents submittal, Consultant will provide signed electronic documents (drawings and specifications) to SNWA as well as two (2) hard-copies of half-size (11-inch by 17-inch) drawings, and two copies of full-size (22-inch by 34-inch) drawings on bond paper.
7. Replacement of the rectifiers will be performed in conjunction with upgrades to the HVAC system.
8. Consultant will provide panel and I/O wiring diagrams for the new PLC/dilution panel, and schematic diagrams for the new truck unloading panel, and schematic diagrams for the transfer pumps/MCCs.

9. Electronic copies of deliverables are in .pdf format.

SNWA Inputs:

1. Provide review comments on submittals within 10 working days of submittal by Consultant. Consultant will continue design development during this period to maintain the project schedule.
2. Provide historical record drawings.

Deliverables:

1. 60% design drawings and specifications, one electronic copy.
2. 90% design drawings and specifications, one electronic copy and five hard copies.
3. 100% contract documents, one electronic copy and five hard copies.
4. Final opinion of probable construction cost, one electronic copy and two hard copies.

Task Series 400 – Bidding Phase Services (Hourly, Not to Exceed)

Consultant will provide engineering services to SNWA during the bid phase of the project. Consultant will provide to SNWA an electronic set of contract documents for use by SNWA to distribute to prospective bidders. Work that Consultant will perform includes the following:

Task 410 – Attend pre-bid conference (organized and lead by SNWA).

Task 420 – Prepare clarifications and addenda, respond to Contractor questions.

Task 430 – Bid review.

Assumptions:

1. Consultant will prepare up to three addenda/clarifications.
2. SNWA will directly provide Contractors the bid package.
3. Consultant will attend the bid opening and provide a bid review to evaluate compliance with technical requirements for the project.
4. Bidding Phase Services will be provided on a time and materials basis with a not to exceed budget as shown in Exhibit B.

SNWA Inputs:

1. Copies of bid packages to Contractors.

Deliverables:

1. Attend pre-bid meeting.
2. Issue clarifications & addenda to SNWA via emailed electronic copies.

Task Series 500 –Construction Phase Services (Hourly, Not to Exceed)

Consultant will provide engineering services during construction, including the following tasks.

Task 510 – General correspondence with Contractor and SNWA.

Task 520 – Provide conformed specifications and drawings.

Task 530 – Submittals reviews (80 submittals including resubmittals).

Task 540 – Review Contractor’s Requests for Information (RFIs).

Task 550 – Review Contractor’s requests for change orders (five requests).

Task 560 – Provide record drawings per Contractor’s red lines at project closeout.

Task 570 – Provide updates to the RMWTF Plant O&M Manual.

Task 580 – Provide updated Standard Operating Procedures (SOP's) for the sodium hypochlorite system improvements.

Task 590 – Attend Preconstruction Conference/Meeting.

Task 591 – Provide On-site Representation.

Task 592 – Assist with Substantial and Final Completion Inspections.

Task 593 – Provide Start-up Assistance.

Assumptions:

1. Assumes a six-month construction phase duration from the NTP for the Contractor, to the final acceptance of the project.
2. Under Task 510, Consultant will assist SNWA staff to coordinate with the Contractor in coordinating plant tie-ins, and other construction activities.
3. Under Task 520, Consultant will prepare and provide conformed specifications and drawings based on addendum made during the bidding phase of the project.
4. Under Task 530, Consultant will review shop drawings and other submittals for conformance to the design intent and for compliance with the Contract Documents. Such reviews will not extend to means, methods, or sequences of construction or to safety

precautions and programs. Consultant will also review O&M Manual submittals for equipment and processes installed for the project.

5. In order to assist the Contractor with maintaining the construction schedule, Consultant will provide expedited reviews of submittals designated as deemed critical by the Contractor, in particular long-lead time equipment. In addition, Consultant will work with SNWA and the Contractor to identify mechanisms to expedite the procurement and delivery of long lead items to support the project schedule. Consultant will conduct pre-submittal meetings as needed with the Contractor and long lead time equipment vendors in an effort to reduce the submittal preparation and review time, and minimize the number of resubmittals.
6. Under Task 530 - Consultant will maintain a log of submittals received, reviewed, and responded to, and will distribute to the project stakeholders as part of the bi-weekly construction progress meeting minutes. Note that the effort for this task assumes review of 80 submittals (including resubmittals).
7. Under Task 540 - Consultant will receive, review and respond to requests for information (RFI) initiated by the Contractor. This review will include the assessment by the Contractor as to whether or not the RFI will result in a schedule or cost impact. Consultant will maintain a log of RFIs received and responded to, and will be distributed to project stakeholders as part of the bi-weekly construction progress meeting minutes.
8. Under Task 550, Consultant will review and respond to change order requests initiated by the Contractor. This review will include analyzing the submitted costs, impact to schedule, and merits for the request. Consultant will also issue Work Change Directives to the Contractor, as coordinated with and approved by the SNWA. Note the effort for this task assumes up to five (5) change orders or design clarifications.
9. Under Task 560 - Consultant will provide record drawings based on the Contractor's redlines at project closeout. Record drawings will be delivered electronically in .pdf format and in AutoCAD. SNWA will reproduce hard copies as needed for file copies.
10. Under Task 580 - The existing RMWTF O&M manual will be updated by the Consultant, to document the changes in function and control of the project elements using the following format. Consultant will develop and provide new standard operating procedures (SOPs) to SNWA for the upgraded SHC system. The new SOP will address the theory and methods for measurements and calculations of the dilution system. The new SOP will provide step-by-step procedures for the operator, regarding how to determine the current concentration of solution in the day tank, what volume of softened water is required and what volume of bulk liquid sodium hypochlorite is required and the sequence of events to meet the desired concentration in the day tank.
11. Contractor will coordinate directly with SNWA for providing vendor and manufacturer's training.

12. Consultant will provide on-site training for two 8-hour days to SNWA staff to accommodate three operator shifts, to review design criteria and operating parameters.
13. Under Task 590, SNWA and Consultant will conduct a preconstruction meeting with the Contractor to establish lines of communication, project expectations, and project administration details.
14. Under Task 591, Consultant will attend construction progress meetings and perform field inspection services. Hours are based on approximately 16 hours per week for five months of the six-month project schedule although the hours will vary from week to week based on project needs, meetings will be held in conjunction with Consultant inspector's on-site schedule. SNWA staff will also perform some site inspections such as pipe pressure tests and disinfection tests, the inspection tasks will be field-coordinated with Consultant and SNWA staff. Consultant will maintain special inspection reports and photographs of the work, materials, and testing reports, special inspection reports, defect and correction reports, and other documentation developed during the progress of the work. Consultant will also support electrical inspection activities and provide inspection services at various stages of the project. Consultant will also support I&C activities and provide inspection services for interface with instrumentation, controls, and software checkout. I&C inspection services will be performed at various stages of the project.
15. Under Task 593, Consultant will provide Startup assistance over approximately one continuous week, after Contractor has substantially completed the project work. SNWA with assistance from Consultant will maintain a construction punch list of deficient work items that will be communicated to the Contractor on a regular basis.
16. Post-construction warranty services are provided by SNWA.

SNWA Inputs:

1. Copies of bid packages to Contractors.
2. SNWA will witness any factory testing.
3. SNWA and/or the Contractor will maintain the project documents files by receiving and distributing and filing all project correspondence) Deliverables during construction will be submitted electronically.

Deliverables:

1. Weekly progress meeting agendas and minutes (during construction), comments on Contractor's Submitted Project Schedule, and Contractor's monthly overall schedule updates.
2. Conformed Drawings and Specifications, one electronic copy.

3. Responses to Submittal reviews, updated bi-weekly submittal log.
4. Responses to RFI's, updated bi-weekly RFI log.
5. Responses to Change Order Requests or submittal of Design Clarification documents.
6. Record Drawings, one electronic copy.
7. O&M Manual, one electronic copy for draft, and electronic copy for the Final Version.
8. SOP for SHC Dilution System.
9. Field and Inspection Reports.
10. Punch list with Comments.
11. Attendance during start-up to assist with answering intent of design questions.

PROJECT SCHEDULE

The preliminary project schedule is as follows:

Notice to Proceed Design	January 2017
Preliminary Design Phase Complete	April 2017
Detailed Design Phase Complete	July 2017
Bid Period Complete	August 2017
Contractor Notice of Award	October 2017
Contractor Notice-to-Proceed	October 2017
Substantial Completion	March 2018
Final Completion	April 2018

Cost and Schedule Estimates

Consultant has no control over the cost of labor, materials, equipment, services, or schedules furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies or scheduling methodologies. Cost estimates and construction schedule estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that proposals, bids, or actual Project construction costs and/or schedules will not vary from cost estimates and construction schedule estimates prepared by Consultant.

EXHIBIT B
RATES AND FEES

Project Management:	\$ 43,154
Preliminary Design Phase:	137,309
Detailed Design Phase:	192,434
Bid Period Service (Not to exceed)	13,960
Construction Phase Services	226,687
SUBTOTAL	\$ 613,544
10 % Contingency	61,354
TOTAL	\$ 674,898

November 23, 2016

EXHIBIT B
RATES AND FEES

Senior Professional	\$ 263.00/HR
Lead Project Professional	\$ 240.00/HR
Project Professional	\$ 219.00/HR
Professional	\$ 186.00/HR
Assistant Professional	\$ 147.00/HR
Senior Technician	\$ 162.00/HR
Technician	\$ 110.00/HR
Word Processing	\$ 96.00/HR

November 23, 2016

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

January 19, 2017

Subject: Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement between GeoHydros, LLC, and the Authority for geologic model construction of the Las Vegas Valley for an amount not to exceed \$166,300.	

Fiscal Impact:

The requested \$166,300 is available in the Authority's Operating Budget.

Background:

The mission of the Authority is to provide world class water service in a sustainable, adaptive and responsible manner to our customers through reliable, cost-effective systems. In support of this mission, the Authority is in the process of developing a groundwater flow model to more accurately predict and manage changes to the aquifer systems underlying the Las Vegas Valley. A geologic model provides the foundation for the construction of a groundwater flow model.

By approval of this agreement, GeoHydros, LLC, will assist the Authority in developing a three-dimensional geologic model of the Las Vegas Valley subsurface, translate the geologic framework into a groundwater flow model, and provide the necessary tools and training to allow the Authority to make future modifications to the model, if necessary. The Authority will be able to use the model to support future recovery of Colorado River water that was injected into the Las Vegas Valley groundwater aquifer pursuant to the Authority's artificial recharge program.

GeoHydros, LLC, has more than 20 years of experience in building geologic models using the EarthVision platform, including building models for the U.S. Department of Energy in southern Nevada.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:ZLM:AB:JMW:lmv:nsh
Attachments

AGENDA
ITEM #

7

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded 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 checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/> NONE		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		GeoHydros, LLC					
(Include d.b.a., if applicable)		N/A					
Street Address:		1925 Elmcrest Dr.			Website: www.geohydros.com		
City, State and Zip Code:		Reno, NV 89503			POC Name and Email: Todd Kincaid / kincaid@geohydros.com		
Telephone No:		(775) 337-8803			Fax No: N/A		
Local Street Address:		Same			Website: same		
City, State and Zip Code:		Same			Local Fax No: N/A		
Local Telephone No:		Same			Local POC Name Email: N/A		
Number of Clark County, Nevada Residents Employed: 0							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the SNWABoard 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>Todd Richard Kincaid</u>	<u>Owner – Operations Manager</u>	<u>50%</u>
<u>Kristie Ann Connolly</u>	<u>Owner – Financial Manager</u>	<u>50%</u>

This section is not required for publicly-traded corporations.

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

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further 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
 Owner / Operations Manager
 Title

Todd R. Kincaid
 Print Name
 12/14/2016
 Date

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
NA			

“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 no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

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

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of January, 2017 (“Effective Date”), by and between GeoHydros, LLC, a Nevada limited liability company, 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 B**, 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 Effective Date 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.

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 B**, for Work completed to the AUTHORITY's satisfaction.

(b) The CONSULTANT shall provide itemized monthly invoices for Services performed and reimbursable travel expenses incurred during the previous month. CONSULTANT agrees to follow AUTHORITY's Travel Expense Reimbursement Policy attached hereto and incorporated herein as **Exhibit A**. Invoices are to be submitted to the AUTHORITY in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors or subconsultants used by the CONSULTANT or travel expense receipt required pursuant to **Exhibit A** shall be included.

(c) The AUTHORITY shall pay invoiced amounts from the CONSULTANT based on the fees set forth in **Exhibit B** 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 sixty-six thousand, three-hundred dollars (\$166,300).

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 – NO JOINT VENTURE:

The relationship of the CONSULTANT to the AUTHORITY hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

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.

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 Work Product 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, 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. 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.

10. 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 Southern Nevada Water Authority.

11. 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.

12. 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.

13. 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 pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

(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.

14. INDEMNIFICATION:

CONSULTANT shall indemnify, hold harmless, and defend without cost to the AUTHORITY, its Board of Directors and its officers, agents, and employees ("AUTHORITY parties), 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. 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 Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The AUTHORITY Parties may assume, at their sole option, control of the defense, appeal, or settlement of any third-party claim for which CONSULTANT has indemnified the AUTHORITY Parties by giving written notice of the assumption to CONSULTANT. The AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified the AUTHORITY Parties without the prior written

consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned, or delayed. The indemnification provided by CONSULTANT to the AUTHORITY Parties applies to all insurance policies of the CONSULTANT, whether primary, excess, or umbrella coverage is provided to the CONSULTANT.

15. INSURANCE:

(a) General:

1. The CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to the AUTHORITY, nor shall the CONSULTANT allow any subcontractor or subconsultant to commence Work until all similar insurance required of the subcontractor or subconsultant has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify the AUTHORITY of any changes to their insurance coverage.

2. AUTHORITY shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, and excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) or subconsultant(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to the AUTHORITY, regardless of how the "other insurance" provisions may read. The CONSULTANT agrees to waive its rights of subrogation against the AUTHORITY, and CONSULTANT's insurers shall also waive their rights to

recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language 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 in the scope of the employment. Also, all owners of the property where the Work will be performed.

3. The AUTHORITY shall also be named as an additional insured under the subcontractor's or subconsultant's insurance policy. Any deviation from the required insurance requirements will need to be approved by the AUTHORITY in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of the CONSULTANT's or subcontractor's or subconsultant's liability for claims arising out of this Agreement. CONSULTANT and subcontractor or subconsultant shall be responsible for insuring all of its own personal property, tools and equipment.

4. If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the AUTHORITY shall have the right, if the AUTHORITY so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the AUTHORITY as an additional named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the AUTHORITY has the right to set off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.

5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of the AUTHORITY.

(b) Evidence of Insurance:

1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

2. Within 10 working days after the Effective Date, the CONSULTANT shall deliver to the AUTHORITY a certificate of insurance documenting the required insurance coverage. Upon request of the AUTHORITY, CONSULTANT to provide a copy of all insurance policies required under this Agreement.

3. Renewal certificates shall be provided to the AUTHORITY not later than 15 days prior to the expiration of policy coverage.

4. All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' prior notice to the AUTHORITY for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide thirty (30) days' prior notice.

(c) Insurance Coverages:

1. Commercial General Liability Insurance:

CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of

\$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

2. Business Automobile Insurance:

CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

3. Workers Compensation & Employers Liability Insurance:

CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$500,000 per accident and \$500,000 for each employee for injury by disease.

CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

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. Professional Liability Insurance:

CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

16. 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.

17. 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.

18. 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.

19. 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.

20. DATA PRIVACY AND SECURITY:

(a) Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before

electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code, or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

(b) CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the AUTHORITY.

(c) CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

(d) CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(e) CONSULTANT agrees to notify the AUTHORITY without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal

Information transferred to CONSULTANT by the AUTHORITY was or is reasonably believed to have been acquired by an unauthorized person.

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 each Party or their designees.

24. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

25. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

(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, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

(b) CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the AUTHORITY may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate the CONSULTANT as non-responsible.

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, 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:

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.

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 a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:

GeoHydros, LLC
Attention: Todd Kincaid
1925 Elmcrest Dr.
Reno, Nevada 89503
Email: kincaid@geohydros.com

To AUTHORITY: Southern Nevada Water Authority
Attention: Jim Watrus, Mail Stop 83
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Email: jim.watrus@snwa.com

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 email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

36. ELECTRONIC SIGNATURES:

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

GeoHydros, LLC

SOUTHERN NEVADA WATER
AUTHORITY

Todd Kincaid Date
Managing Member

John J. Entsminger Date
General Manager

Approved as to form:



Dana R. Walsh, Deputy Counsel

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

GeoHydros, LLC



12/28/2016

Todd Kincaid
Managing Member

Date

SOUTHERN NEVADA WATER
AUTHORITY

John J. Entsminger
General Manager

Date

Approved as to form:

Dana R. Walsh, Deputy Counsel

EXHIBIT A
SOUTHERN NEVADA WATER AUTHORITY
TRAVEL EXPENSE REIMBURSEMENT POLICY

CONSULTANT will bill all such expenses to the AUTHORITY at cost without markup. CONSULTANT will provide receipts, bills, or other documentation to support expenses billed to the AUTHORITY that are not covered under a per diem. At no time will the AUTHORITY reimburse CONSULTANT for any travel time charges. The AUTHORITY reserves the right to approve all travel plans and expected costs prior to trips.

The AUTHORITY shall reimburse CONSULTANT according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (<http://www.gsa.gov/portal/content/104877>) for the time of travel "GSA Travel Rates".

1. Air Travel

Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.

Flight Changes: Any changes to flight reservations which result in an additional cost must be pre-approved by the AUTHORITY.

2. Lodging

Hotel Selection: CONSULTANT shall invoice the AUTHORITY using the GSA Lodging Rate. Higher rates must be pre-approved by the AUTHORITY.

3. Ground Transportation

Car Rentals: Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance and GPS units offered by rental agencies will not be reimbursed.

Taxi and Other Local Transportation: The cost of taxis to and from places of business, hotels, or airports in connection with business activities is reimbursable.

Mileage: CONSULTANT shall invoice the AUTHORITY for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities.

4. Meals and Incidentals

Per Diem: A per diem allowance will be paid for each day of travel. Per diem is to cover all meals and other incidental charges and does not require submission of receipts. CONSULTANT shall invoice the AUTHORITY using the GSA Travel Rate per diem.

Incidental Expense: The following incidental expenses, when directly related to company business, are reimbursable and are not part of per diem expense:

- Parking/tolls in connection with operation of personal or rented vehicle.
- Local telephone calls from pay phone or hotel room. Only calls related to AUTHORITY business are reimbursable.
- Long distance telephone calls related to AUTHORITY business are reimbursable.

Tips: Tips of any nature are not reimbursable.

EXHIBIT B

GeoHydros, LLC Scope of Work

Construction of a 3-D Hydrogeologic Framework Model for the Las Vegas Valley

Background

The mission of the Southern Nevada Water Authority (SNWA) is to provide world class water service in a sustainable, adaptive, and responsible manner to our customers through reliable, cost-effective systems. As a part of that mission, SNWA needs to maintain high quality local water resources through comprehensive management as well as conducting long-term water resource planning to ensure access to current and future water supplies. One way SNWA can meet these objectives is by developing tools to accurately predict changes to the aquifer systems underlying the Las Vegas Valley, as a result of operational changes in groundwater management by the Las Vegas Valley Water District (LVVWD). Operational changes (e.g., moving groundwater pumping from one well to another or changes in recharge) have the potential to either unreasonably lower groundwater levels in an area (leading to increased pumping costs, lowering of pumps, or land subsidence) or increase groundwater levels such that shallow groundwater becomes a nuisance.

The ability to accurately predict changes in the aquifer systems underlying Las Vegas Valley requires the construction of a numerical groundwater flow model. As part of the construction of a numerical groundwater flow model for Las Vegas Valley, a 3-D hydrogeologic framework model is necessary. A 3-D hydrogeologic framework model (HFM) is a digital representation of subsurface hydrogeologic features and allows for the visualization of complex hydrogeologic relationships. SNWA owns a software license for earthVision by Dynamic Graphics, Inc. which is the industry standard software for 3-D geologic modeling and will therefore be used to develop the HFM.

Purpose

In order to meet anticipated regulatory requirements, SNWA requires an earthVision 3-D hydrogeologic framework model for the Las Vegas Valley. SNWA has already spent a considerable amount of time and effort in the acquisition and consolidation of data sets necessary for the construction of the 3-D hydrogeologic framework model. It is anticipated that these data sets will be used as the starting point in the framework construction. It is also anticipated that the framework model may undergo several iterations as additional data and complexity are added with additional data sources or during the calibration process of the groundwater flow model.

Scope

The detailed scope and budget for this work is defined in Table 1. In general terms, the scope consists of seven main tasks that include 1) a technical review of previously collected data, 2) construction of an initial HFM, 3) translation of the HFM into MODFLOW and MODFLOW results back into the HFM to facilitate analysis and dissemination, 4) HFM uncertainty analysis and development of alternatives, 5) revisions to the HFM to facilitate MODFLOW model calibration, 6) assistance with the development of a report describing the HFM and MODFLOW model, and 7) presentation of interim and final model, and the transfer of knowledge regarding earthVision model construction and integration with MODFLOW to SNWA staff. This work will be completed by June 30, 2018.

Table 1- Scope of Services

Professional Services	Not to Exceed Budget
Task 1 Technical Review of Previously Compiled Data	
Perform a technical review of the data collected by SNWA for the construction of the hydrogeologic framework model. SNWA has already acquired lithologic logs, geologic maps and cross sections, digital elevation models, fault traces, surface and subsurface geophysical data, satellite imagery, and previous interpretations of the geology of the Las Vegas Valley. Identify potential data gaps and work with SNWA staff to acquire the missing data.	\$26,400.00
Task 1-1: Onsite data review & compilation	
Task 1-2: Continued data compilation & input file development	
Task 1-3: Data gap analysis	
Task 1-4: Prepare & present HFM development plan to SNWA	
Direct Costs to support 2 trips to Las Vegas	
Task 2 Construction of Initial Hydrogeologic Framework Model	
Construct a hydrogeologic framework model using a combination of stratigraphic layers and lithologic interpretations for an area slightly larger than the area defined by the Las Vegas Valley hydrologic basin boundaries.	\$55,064.00
Task 2-1: Establish boundaries, develop fault tree, grids, & faults model	
Task 2-2: Develop reference horizons, isochore grids, and stratigraphic HFM	
<i>Task 2-3: Present stratigraphic HFM & knowledge transfer</i>	
Task 2-4: Develop lithologic zones & complete initial HFM	
Task 2-5: Develop EarthVision output templates for report & presentation ready cross-sections, maps, and perspective views	
Task 2-6: Prepare QA/QC analyses	
<i>Task 2-7: Present complete initial HFM to SNWA & knowledge transfer</i>	
Direct Costs to support 2 trips to Las Vegas	
Task 3 MODFLOW Grid/Property Development	
Using the completed hydrogeologic framework model, assist SNWA's groundwater modeling team in developing the MODFLOW grid to be used in the construction of the numerical groundwater flow model of the Las Vegas Valley.	\$21,450.00
Task 3-1: Export & Translate HFM to MODFLOW and automate the process	
Task 3-2: Develop automated process for importing MODFLOW results to the HFM	
Task 3-3: Present HFM/MODFLOW integration to SNWA and knowledge transfer	
Direct Costs to support 1 trip to Las Vegas	
Task 4 HFM alternatives & Uncertainty Analysis	
As directed by SNWA, provide geologic modeling support with uncertainty analyses as well as prepare geologically plausible alternative models.	\$35,346.00
Task 4-1: Identify targets for uncertainty analyses	
Task 4-2: Work with SNWA staff to identify hydrologically important regions and features	
Task 4-3: Use HFM development scripts to create Alternative HFMs	
Task 4-4: Identify geologically viable alternatives	
Task 4-5: Export end-member viable alternatives to MODFLOW	
Task 4-6: Use output development scripts to create report and presentation ready output	
Task 4-7: Present alternatives to SNWA and knowledge transfer	

Professional Services	Not to Exceed Budget
Task 5 Framework Model Revisions	
As directed by SNWA, and working with SNWA's groundwater modeling team, test and make the necessary revisions to the hydrogeologic framework that make sense based on model calibration activities.	\$9,700.00
Task 6 Report Preparation Assistance	
Working with SNWA, prepare a report documenting the construction of the hydrogeologic framework.	\$6,220.00
Task 7 Knowledge Transfer	
Based on consultation with SNWA, determine important points during the modeling process to meet with SNWA technical staff to exchange relevant methodologies and processes for the development	
<i>Will consist of Tasks 2-3, 2-7, 3-3 and 4-7 described above.</i>	\$12,120.00
Total	\$166,300.00

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

January 19, 2017

Subject: Amended and Restated Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an amended and restated agreement between Barnard of Nevada, Inc., and the Authority for the above-ground construction portion of the Lake Mead Intake No. 3 Low Lake Level Pumping Station, authorize a monetary increase of the agreement value for an amount not to exceed \$112,912,000, and authorize a change order contingency for an amount not to exceed \$11,000,000.	

Fiscal Impact:

Funds requested for current year expenditures are available in the Authority's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

On December 10, 2014, the Board of Directors adopted recommendations of the Integrated Resource Planning Advisory Committee (IRPAC). One of IRPAC's recommendations was to begin design and construction of a new Low Lake Level Pumping Station (L3PS) within the swiftest feasible timeframe. On May 21, 2015, the Board awarded Contract No. 070F 07 C1 to Barnard of Nevada, Inc. (Barnard) to provide preconstruction services during the design phase of L3PS and to act as Construction Manager at Risk (CMAR) for the project.

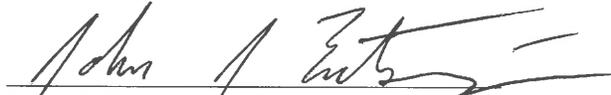
On September 17, 2015, the Board awarded Construction Agreement No. 070F L3PS to Barnard for the underground portion of L3PS, anticipating amendments for future work. The design for the above-ground portion has now progressed to the point where construction of that portion may commence. As CMAR, Barnard has secured bids from potential subcontractors for use in determining the total price for the above-ground portion of the project.

The Authority engaged two independent construction estimators to develop construction cost estimates concurrent with and comparable to, but independent from, Barnard's estimate. Taking into account the bids from subcontractors and input from the independent estimators, staff concluded that the requested amount is fair and reasonable for the above-ground work and recommends approval.

If approved, the attached Amended and Restated Owner-CMAR Construction Agreement No. 070F L3PS sets the terms and conditions for the contractual relationship between Barnard and the Authority for currently-designed construction work and defines the requirements and associated price for the above-ground portion of the project. As design progresses for the L3PS, and if the Authority believes it to be in the best interests of the Authority to include additional work under the CMAR, the price for that additional work will be negotiated with Barnard and brought back to the Board for approval.

This amended and restated agreement is being entered into pursuant to NRS 338.1696 and Sections 6(e) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the amended and restated agreement.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "John J. Entsminger", written over a horizontal line.

John J. Entsminger, General Manager

JJE:DLJ:PJJ:EPM:dwb

Attachments

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"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded 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 checked="" type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business	None of the designated groups		
Corporate/Business Entity Name:		Barnard of Nevada, Inc.					
(Include d.b.a., if applicable)		Not Applicable					
Street Address:		701 Gold Avenue			Website: www.barnard-inc.com		
City, State and Zip Code:		Bozeman, MT 59715			POC Name and Email: Dan Schall Dan.schall@barnard-inc.com		
Telephone No:		(406) 586-1995			Fax No: (406) 586-3530		
Local Street Address:		244 Lakeshore Drive			Website: www.barnard-inc.com		
City, State and Zip Code:		Boulder City, NV 89005			Local Fax No: (702) 293-3306		
Local Telephone No:		(702) 293-3275			Local POC Name Email: Jordan Hoover Jordan.hoover@barnard-inc.com		
Number of Clark County, Nevada Residents Employed: currently 72							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, 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>
Barnard Companies, Inc.	Barnard of Nevada, Inc.	100%

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 certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further understand that the SNWA will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Daniel S. Schall

Signature
Vice President | Director
Title

Daniel S. Schall
Print Name
December 29, 2016
Date

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
Not Applicable	Not Applicable	Not Applicable	Not Applicable

"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 no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

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:

Erika Moonin
Signature

Erika Moonin / SNWA
Print Name
Authorized Department Representative

SECTION 00 52 00

AMENDMENT NO. 1

AMENDED AND RESTATED

OWNER-CMAR CONSTRUCTION AGREEMENT NO. 070F L3PS

PREAMBLE

On September 17, 2015, the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Owner"), and Barnard of Nevada, Inc. ("Contractor") entered into the OWNER-CMAR CONSTRUCTION AGREEMENT, Agreement No. 070F L3PS ("Agreement"). The Agreement anticipated potentially encompassing the full scope of the Lake Mead Intake No. 3 Low Lake Level Pumping Station ("L3PS") work, but initially encompassed only the portion of the work required to complete the underground excavation phase of the L3PS. In accordance with the Agreement and NRS 338.1696, Owner and Contractor have agreed to amend the Agreement to include the above-ground construction of L3PS.

For clarification, in general, the Contract Documents for the Agreement contained Work Package No. 070F 07 C3, which described the work required to complete the underground excavation phase of L3PS. Work Package No. 070F 07 C4, added by this Amendment No. 1 to the Agreement, describes the work required to complete the above-ground construction of L3PS.

By this Amendment No. 1, certain Volume I Division 00 and 01 Contract Documents have been amended, and such amendment is notated in the bottom right footer by the wording "Amendment No. 1". Certain Division 00 and 01 Contract Documents that contain revisions to the content are identified by the document title being shown in italic type in the Table of Contents. In addition, Amendment No. 1 includes new Division 01 section, which are shown through the inclusion of the word "New" after the title of the newly added section in the Table of Contents. The Owner has endeavored to show all changes to the Division 00 and 01 Contract Documents in italic typeface. The Owner makes no guarantee that all changes have been noted in italics; and, Contractor remains obligated to comply with all changed obligations in the Contract Documents whether noted in italic typeface or not. All Division 00 and 01 Contract Documents whether amended or not govern both Work Package No. 070F 07 C3 and Work Package No. 070F 07 C4. Volumes II through V of the Contract Documents govern Work Package No. 070F 07 C3. Volumes VI through VII, added by this Amendment No. 1 to the Agreement, govern Work Package No. 070F 07 C4.

Moreover, the amendments to Agreement No. 070F L3PS are restated herein.

THIS AMENDED AND RESTATED OWNER-CMAR CONSTRUCTION AGREEMENT, being AMENDMENT NO.1 to the Agreement, is made and entered into, by and between the Southern Nevada Water Authority, hereinafter referred to as Owner, and Barnard of Nevada, Inc., hereinafter referred to as CMAR, with both Owner and CMAR collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

1. Project Identifying information:

Contract Title: LOW LAKE LEVEL PUMPING STATION
Agreement No: 070F L3PS
Work Package Nos: 070F 07 C3 and 070F 07 C4
Public Works Project Identifying Number: CL-2015-124

2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, CMAR 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 Amended and Restated Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The CMAR hereby certifies that the CMAR has read and understands every provision contained in the Contract Documents. CMAR shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. CMAR acknowledges that it performed work on the Project under the Owner-CMAR Pre-construction Services Agreement ("Pre-construction Agreement") dated May 21, 2015, Contract No. 070F 07 C1. In having performed this work, CMAR brings knowledge and experience to this Amended and Restated Agreement and will incorporate that knowledge and experience into CMAR's performance of this Amended and Restated Agreement.
5. For performing all Work and furnishing materials and labor necessary thereto, including but not limited to, providing the required Fixed Price Proposal, Owner will pay and CMAR shall receive in full compensation a total sum not to exceed \$327,421,379, the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
6. Contract Documents which comprise the entire agreement between the Owner and CMAR for the performance of Work consist of the following:
- a. Written Amendment(s) signed by the Parties
 - b. General Requirements
 - c. CMAR Supplementary Conditions
 - d. CMAR General Conditions
 - e. Amended and Restated Owner-CMAR Construction Agreement
 - f. Notices to Proceed
 - g. Addenda
 - h. Drawings, Work Package No. 070F 07 C3 dated August 2015
 - i. Drawings, Work Package No. 070F 07 C4 dated December 2016
 - j. Technical Specifications, Work Package No. 070F 07 C3 dated August 2015
 - k. Technical Specifications, Work Package No. 070F 07 C4 dated December 2016
 - l. Permits
 - m. Bonds
 - n. Project Labor Agreement

- o. Geotechnical Baseline Report dated August 2015
- p. Geotechnical Data Report dated August 2015
- q. Owner-CMAR Pre-Construction Agreement
- r. Request for Proposals
- s. CMAR's Proposal (Responding to the Request for Proposals) and accompanying documents, including without limitation, Affidavit Pertaining to Preference Eligibility

- 7. This Amended and Restated Agreement, has been amended to encompass both the underground and above-ground phases of this Project, as contemplated in the original Agreement. Upon execution of this Amended and Restated Agreement, Owner will issue a separate notice to proceed for the additional above-ground work.
- 8. Affirmative Agreement to Arbitrate. By the signing of this Amended and Restated Agreement, CMAR expressly authorizes Article 16 of the CMAR General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The CMAR has caused this Amended and Restated Agreement to be executed this 29th day of December, 2016

By: 
 SOUTHERN NEVADA, INC.
 Signatory Empowered to Bind CMAR

Daniel S. Schall
 Type or Print Name

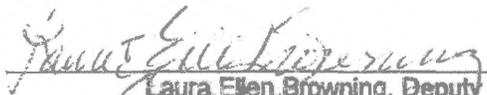
Vice President
 Official Title

¹⁹ THIS AMENDED AND RESTATED AGREEMENT shall be in full force and effect as of the ~~12th~~ day of January 2017, when it was duly signed by the proper officer of the Southern Nevada Water Authority.

SOUTHERN NEVADA WATER AUTHORITY

By: John J. Entsminger, General Manager

Approved as to Form:


 Laura Ellen Browning, Deputy Counsel

END OF DOCUMENT

SECTION 00 41 00

PROPOSAL FORM

PUBLIC WORKS PROJECT IDENTIFYING NUMBER CL-2015-124

PROJECT IDENTIFICATION:

Southern Nevada Water Authority

Work Package No. 070F 07 C3, *Underground Excavation and*

Work Package No. 070F 07 C4, *Above Ground Construction*

LOW LAKE LEVEL PUMPING STATION

THIS PROPOSAL IS SUBMITTED BY:

Barnard of Nevada, Inc. (CMAR)

THIS PROPOSAL IS SUBMITTED TO:

Southern Nevada Water Authority
c/o Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, Nevada 89153

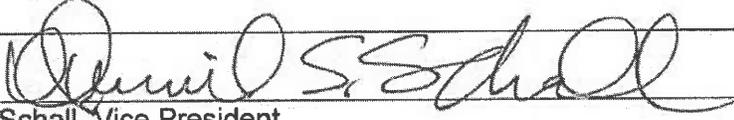
1. The undersigned CMAR proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. This Proposal will remain subject to acceptance for 90 Days after the day of Proposal submission. CMAR will sign and submit the Agreement with the Bonds and other documents required by the Proposal Documents within 15 Days after the date of the Owner's Notice of Award.
3. In submitting this Proposal, CMAR represents that:
 - a. CMAR has examined copies of all the Proposal Documents.
 - b. The CMAR has visited the Site and become familiar with and satisfied itself as to the general, local, Site, and labor and working conditions that may affect cost, progress, performance, and furnishing of the Work.
 - c. The CMAR is familiar with, has satisfied itself as to all, and agrees to comply with federal, state, and local laws and Regulations and Permits that may affect cost, progress, performance, and furnishing of the Work.
 - d. CMAR is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.

- e. The CMAR has correlated the information known to CMAR, information and observations obtained from visits to the Site, reports and Drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- f. The CMAR has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to CMAR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- g. The CMAR agrees that the Work will be substantially completed by the dates or durations specified in Section 00 73 00, Supplementary Conditions, and completed and ready for final payment in accordance with Section 00 72 00, General Conditions, by the dates specified in Section 00 73 00, Supplementary Conditions.
- h. The CMAR is aware of the warranty provisions of the Contract and will guaranty the Work, if awarded the Contract, for the time required in the Contract Documents.
- i. The CMAR is familiar with and has satisfied itself as to licensing requirements and CMAR licensing limits in accordance with the State of Nevada regulatory requirements found in NRS Chapters 338 and 624 for the scope of work for which CMAR is submitting a Proposal price.
- j. The CMAR has received the Project Labor Agreement and has examined, investigated and studied the working and labor conditions that affect the Project and correlated such conditions with the Contract Documents.
- k. The only persons or parties interested in this Proposal as principals are those named herein.
- l. The Proposal is made without any connection with any party or parties making a Proposal for the same purpose.
- m. CMAR has not directly or indirectly induced or solicited any other CMAR to submit a false or sham Proposal; CMAR has not solicited or induced any person, firm, or corporation to refrain from bidding; and CMAR has not sought by collusion to obtain for itself any advantage over any other CMAR or over the Owner.
- n. The CMAR is in all respects fair and without collusion or fraud.
- o. CMAR has not knowingly submitted false information as part of or with his Proposal.
- p. The signature(s) of those signing this Proposal is (are) empowered to bind the CMAR to all representations promises, guarantees, and representations made in this Proposal.

4. The terms used in this Proposal, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
5. A detailed description of each item contained in this Proposal Schedule and measurement and payment details associated with each is provided in Section 01 20 00, Measurement and Payment Procedures.
6. The Total Proposal Price shall be composed of the sum of the following 18 Proposal Items and shall comprise complete compensation for Work described in the Contract Volume. Unbalanced Proposal items, as determined by Owner, shall be sufficient cause for rejection of the Proposal submitted.

7. All terms and requirements of this Proposal, including all prices indicated in the following Proposal Schedule, are agreed to by:

CMAR's Name: Barnard of Nevada, Inc.
Address: 701 Gold Avenue, Bozeman, MT 59715

Email Address: Dan.Schall@barnard-inc.com
Telephone No: (406) 586-1995 Fax: (406) 586-3530
Contractor's License Numbers: 0024415 Class: A
License Expiration Date(s): 02/28/2018
License Limit(s): Unlimited
Signature of Authorized Person: 
Daniel S. Schall, Vice President
Print Name and Title: _____
Signature of Second Authorized Person (if required by company): Not Applicable
Print Name and Title: Not Applicable

PRICE SCHEDULE

8. CMAR will complete Work for the following prices:

ALLOWANCE PRICE ITEMS		
Item	Description	Lump Sum Price
1	Disputes Review Board Allowance	\$ 100,000
2	Community Relations Allowance	\$ 50,000
3	Partnering Allowance	\$ 100,000
4	Risk Management Allowance	\$ 100,000
5	Safety Training Allowance	\$ 50,000
6	Water Control/Consolidation Grouting Allowance for Underground Openings (excluding Well Shafts) Allowance	\$ 6,900,000
7	Water Control/Consolidation Grouting and Lost Circulation Material for Well Shafts Allowance	\$ 4,400,000
8	Additional Permanent Ground Support and Lining Allowance	\$ 250,000
9	Additional Well Casing Annular Backfill Grout Allowance	\$ 500,000
TOTAL ALLOWANCE ITEMS (Items 1 through 9)		\$ 12,450,000

LUMP SUM PRICE ITEM		
Item	Description	Lump Sum Price
10	All Other Work Required by the Contract Documents for Work Package No. 070F 07 C3	\$ 197,084,722
TOTAL LUMP SUM ITEMS (Items 10 through 10)		\$ 197,084,722

UNIT PRICE ITEMS				
Item	Description	Est. Qty.	Unit Price	Total
11	Additional Shotcrete for Final Support	70CY	\$2,580	\$ 180,600
12	Additional Rock Bolts (10 FT) for Final Support	200EA	\$632	\$ 126,400
13	Steel Mine Straps (10 FT) for Final Support	26EA	\$203	\$ 5,278
TOTAL UNIT PRICE ITEMS (Item 11 through 13)			\$	312,278

TOTAL PROPOSAL PRICE for Original Agreement No. 070F L3PS executed 9/17/15 (Items 1 through 13)	\$ 209,847,000
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CHANGE ORDERS

TOTAL PRICE of Change Orders and Work Change Directives Issued through January 11, 2017.	\$ 4,662,379
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AMENDMENT NO. 1 ALLOWANCE PRICE ITEMS		
Item	Description	Lump Sum Price
14	Integration Support Allowance	\$ 100,000
15	Pump Procurement Assistance Allowance	\$ 100,000
16	Site Restoration Allowance	\$ 1,000,000
17	Start-up and Commissioning Allowance	\$ 2,000,000
TOTAL ALLOWANCE ITEMS (Items 14 through 17)		\$ 3,200,000

AMENDMENT NO. 1 LUMP SUM PRICE ITEM		
Item	Description	Lump Sum Price
18	All Other Work Required by the Contract Documents for Work Package No. 070F 07 C4	\$ 109,712,000
TOTAL LUMP SUM ITEMS (Items 18 through 18)		\$ 109,712,000

TOTAL PROPOSAL PRICE for Amendment No. 1 (Items 14 through 18)	\$ 112,912,000
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TOTAL PROPOSAL PRICE for All Work Under the Original Agreement, with Changes, and Amendment No. 1	\$ 327,421,379
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END OF DOCUMENT

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

January 19, 2017

Subject: Purchase Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign a purchase agreement between Indar Consortium and the Authority for the supply of submersible pumps for the Lake Mead Intake No. 3 Low Lake Level Pumping Station for an amount of \$37,774,500, and authorize a change order contingency for an amount not to exceed \$3,000,000.	

Fiscal Impact:

Funds requested for current year expenditures are available in the Authority's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

Background:

On December 10, 2014, the Board of Directors adopted recommendations of the Integrated Resource Planning Advisory Committee (IRPAC). One of IRPAC's recommendations was to begin design and construction of a new Low Lake Level Pumping Station (L3PS) within the swiftest feasible timeframe. On September 17, 2015, the Board approved test pump purchase agreements with three separate manufacturers to each design, manufacture, and test one pump. The design for L3PS includes 32 deep-set submersible pump and motor units, with two additional well shafts for future expansion.

It is critical that the submersible pumps and motor units be procured immediately to ensure the L3PS is completed on schedule with minimal potential operational impacts. Pursuant to NRS 332.115, the Authority solicited proposals from the three test pump manufacturers to furnish and deliver up to 19 low-lift and 10 high-lift submersible pump and motor units for installation at L3PS. On December 14, 2016, proposals including the pump prices based on the number of pumps purchased were received from the three manufacturers. Based on the written proposal information submitted, technical evaluation of the test pump results, responsiveness of the manufacturer during the test pump contract, price, and compliance of the proposed pump and motor units with the specified performance requirements, a recommendation for the successful pump manufacturer was determined.

The attached agreement would provide for an initial purchase of 10 low-lift and 5 high-lift submersible pumps and motor units from Indar Consortium. Purchase of the remaining low-lift and high-lift submersible pumps and motor units will be brought to the Board for approval under separate agreements. Installation of the pumps will be performed by the Construction Manager at Risk Contractor under separate agreement.

Purchase Agreement
January 19, 2017
Page Two

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

Respectfully submitted:

A handwritten signature in black ink, appearing to read "John J. Entsminger", written over a horizontal line.

John J. Entsminger, General Manager

JJE:DLJ:PJJ:EPM:dwb

Attachments

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded 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:		INDAR CONSORTIUM (INDAR MAQUINAS HIDRAULICAS, S.L. + INDAR ELECTRIC, S.L.)					
(Include d.b.a., if applicable)		INDAR					
Street Address:		B ^o ALTAMIRA, POL. TXARRA, S/N			Website: www.indarpump.com		
City, State and Zip Code:		20200 BEASAIN, GIPUZUA, SPAIN			POC Name and Email: DIRA WULF		
Telephone No:		+34 943.02.82.00			Fax No: dira.wulf@mc.com		
Local Street Address:					Website:		
City, State and Zip Code:					Local Fax No:		
Local Telephone No:					Local POC Name Email:		
Number of Clark County, Nevada Residents Employed:							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, 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>
INGETEAM, S.A.	OWNER	6%
INGETEAM INVERSIONES, S.L.	OWNER	94%

This section is not required for publicly-traded corporations.

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

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

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

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also certify that the entity is not on the federal government's Excluded Parties List, as defined by 2 CFR § 180.945. I further 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
 GENERAL MANAGER

 Title

JUAN ALBERDI GOITIA

 Print Name
 28 DECEMBER 2016

 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

For SNWA Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

No Disclosure

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:

Erika Moonin

Signature

Erika Moonin/SNWA

Print Name

Authorized Department Representative

1.5 AGREEMENT

THIS AGREEMENT, made and entered into, by and Southern Nevada Water Authority, hereinafter referred to as Owner, and INDAR Consortium, hereinafter referred to as "Supplier", with both Owner and Supplier collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

Owner has awarded to Supplier the Contract for:

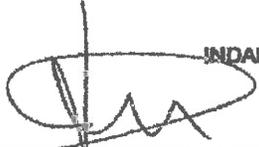
Contract Title: Lake Mead Intake No. 3, Low Lake Level Pumping Station, Submersible Pumps Purchase

Contract No: 070F 07 T4

- A. For and in consideration of the payments and Agreements hereinafter mentioned to be made and performed by said Owner, Supplier 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 bond, 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.
- B. The Supplier hereby certifies that Supplier has read and understands every provision contained in the Contract Documents. Supplier shall be bound by and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
- C. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Supplier shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- D. Contract Documents which comprise the entire Agreement between the Owner and Supplier for the performance of Work consist of the following:
 1. Amendments
 2. Contract Requirements
 3. Supplemental Conditions of Supply
 4. Conditions of the Contract
 5. Agreement
 6. Drawings
 7. Technical Specifications
 8. Permits
 9. Supply Requirements and Contract Forms
 10. Bond
 11. Notice of Award
 12. Final Notice to Proceed

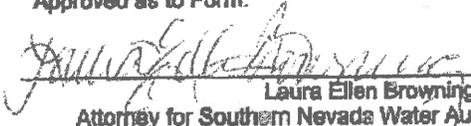
E. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Supplier expressly authorizes and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Supplier has caused this Agreement to be executed this 30 day of December, 2016.

By:  _____
INDAR Consortium
Signatory Empowered to Bind Supplier
WAN ALBERTO GONZALEZ
Type or Print Name
GENERAL MANAGER
Official Title

THIS AGREEMENT shall be in full force and effect as of the day of 19th day of January, 2017, when it was duly signed by the proper officer of the Southern Nevada Water Authority.

SOUTHERN NEVADA WATER AUTHORITY
By _____
John J. Entsminger
General Manager

Approved as to Form:


Laura Ellen Browning, Esq.
Attorney for Southern Nevada Water Authority

TARGETED BUSINESS AFFIDAVIT

This form shall be completed by all Proposers and returned to the Owner as an attachment to its Proposal.

Please photocopy these forms should additional space be required.

CONTRACTOR: INDAR CONSORTIUM (INDAR MÁQUINAS HIDRÁULICAS, S.L. + INDAR ELECTRIC, S.L.)

I AM AN S/M/W/DBE/ESB PRIME CONTRACTOR

ANY SMALL, MINORITY, DISADVANTAGED, WOMEN-OWNED, OR EMERGING SMALL BUSINESS UTILIZED FOR THE PERFORMANCE OF ANY PORTION OF THE WORK SHALL BE SPECIFIED REGARDLESS OF THE AMOUNT/PERCENTAGE OF THIS CONTRACT.

SUBCONTRACTORS

I AM NOT USING ANY S/M/W/DBE/ESB SUBCONTRACTORS

I AM USING THE FOLLOWING S/M/W/DBE/ESB SUBCONTRACTORS

DESCRIPTION OF WORK	SUBCONTRACTOR	
	Name of Firm: _____	
	Address: _____	APPROXIMATE PERCENTAGE OF TOTAL
	Telephone Number: _____	
	Nevada State Contractor's License Number _____	
	Business License Number Clark County _____	
	City of Las Vegas _____	
	City of Henderson _____	
	City of North Las Vegas _____	
	Boulder City _____	
	Multi- Jurisdictional _____	
	Other _____	
	Business Enterprise Type:	
	<input type="checkbox"/> Minority Business Enterprise	
	<input type="checkbox"/> Women Business Enterprise	
	<input type="checkbox"/> Physically Challenged Business Enterprise	
	<input type="checkbox"/> Disadvantaged Business Enterprise	
	<input type="checkbox"/> Majority Business Enterprise	
	<input type="checkbox"/> Small Business Enterprise	
	<input type="checkbox"/> Nevada Business Enterprise	
	<input type="checkbox"/> Emerging Small Business	
	Ethnicity:	
	<input type="checkbox"/> Asian	<input type="checkbox"/> Hispanic
	<input type="checkbox"/> Black	<input type="checkbox"/> Native American
	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other _____

DESCRIPTION
OF WORK

SUBCONTRACTOR

Name of Firm:

Address:

APPROXIMATE
PERCENTAGE OF TOTAL

Telephone Number:

Nevada State Contractor's License Number

Business License Number Clark County _____

City of Las Vegas _____

City of Henderson _____

City of North Las Vegas _____

Boulder City _____

Multi-Jurisdictional _____

Other _____

Business

Enterprise Type:

- Minority Business Enterprise
- Women Business Enterprise
- Physically Challenged Business Enterprise
- Disadvantaged Business Enterprise
- Majority Business Enterprise
- Small Business Enterprise
- Nevada Business Enterprise
- Emerging Small Business

Ethnicity:

- Asian
- Black
- Caucasian
- Hispanic
- Native American
- Other _____

DESCRIPTION
OF WORK

SUBCONTRACTOR

Name of Firm:

Address:

APPROXIMATE
PERCENTAGE OF TOTAL

Telephone Number:

Nevada State Contractor's License Number

Business License Number Clark County _____

City of Las Vegas _____

City of Henderson _____

City of North Las Vegas _____

Boulder City _____

Multi- Jurisdictional _____

Other _____

Business

Enterprise Type:

- Minority Business Enterprise
- Women Business Enterprise
- Physically Challenged Business Enterprise
- Disadvantaged Business Enterprise
- Majority Business Enterprise
- Small Business Enterprise
- Nevada Business Enterprise
- Emerging Small Business

Ethnicity:

- Asian
- Black
- Caucasian
- Hispanic
- Native American
- Other _____

DESCRIPTION
OF WORK

SUPPLIERS

Name of Firm: _____

Address: _____

Telephone Number: _____

Nevada State Contractor's License Number _____

Business License Number Clark County _____

City of Las Vegas _____

City of Henderson _____

City of North Las Vegas _____

Boulder City _____

Multi-Jurisdictional _____

Other _____

Business

Enterprise Type:

- Minority Business Enterprise
- Women Business Enterprise
- Physically Challenged Business Enterprise
- Disadvantaged Business Enterprise
- Majority Business Enterprise
- Small Business Enterprise
- Nevada Business Enterprise
- Emerging Small Business

Ethnicity:

- Asian
- Black
- Caucasian
- Hispanic
- Native American
- Other _____

APPROXIMATE
PERCENTAGE OF TOTAL

SUBMITTED BY: INDAR CONSORTIUM (INDAR MAQUINAS HIDRAULICAS, S.L. + INDAR ELECTRIC, S.L.)

Legal Name of Firm as it would appear in Contract

Bº ALTAMIRA, POL. TXARA, S/N, 20200 BERSAN, GIPUZUA, SPAIN

Address including City, State and Zip Code

Nevada State Contractor's License #

Clark County Business License #

City of Las Vegas Business License #

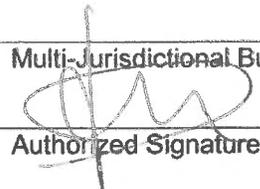
City of Henderson Business License #

City of North Las Vegas Business License #

Boulder City Business License #

Multi-Jurisdictional Business License #

Other Business License #



Authorized Signature

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

January 19, 2017

Subject: Agreement	Director's Backup
Petitioner: Gregory J. Walch, General Counsel	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an Agreement for the Purchase and Sale of Shares in the Mesquite Irrigation Company, in substantially the same form as that attached hereto, between the Woods Family Trust and the Authority in an amount not to exceed \$107,184, and authorize the General Manager to sign ministerial documents necessary to effectuate the transaction.	

Fiscal Impact:

The requested \$107,184 available in the Authority's Capital budget.

Background:

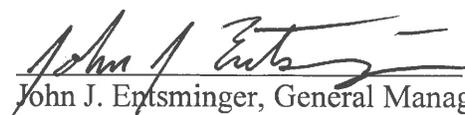
On December 13, 2007, the Secretary of the Interior issued a Record of Decision for the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead (Guidelines). The Guidelines allow the Authority to create and divert Intentionally Created Surplus (ICS) by conveying pre-1929 Virgin River water rights to Lake Mead. On July 21, 2016, the Board of Directors authorized the Authority to enter into an Amended and Restated Water Operation and Management Agreement (O&M Agreement) with Mesquite Irrigation Company (MIC). The O&M Agreement provides MIC with an annual operation and maintenance budget for management of ditch systems to account for and convey the Authority's Virgin River water rights to Lake Mead.

The O&M Agreement also facilitates transactions with willing MIC shareholders interested in selling shares to the Authority. The Woods Family Trust (Trust), which owns 3.5 shares in MIC, notified the Authority of the Trust's desire to sell its MIC shares. The Trust and the Authority agreed on a price of \$30,624 per share, for an aggregate purchase price of \$107,184. The 3.5 shares represent approximately 25 acre-feet per year of pre-1929 water on the Virgin River. This water may be conveyed to Lake Mead for ICS credits.

The Authority's rights obtained through this acquisition will be held by Muddy River Water Holdings, Inc., a non-profit corporation authorized by the Board on December 15, 1999, to facilitate the holding of water rights through shares in irrigation companies.

Sections 6(a) and 6(j) of the SNWA 1995 Amended Cooperative Agreement authorize this Agreement. The Office of the General Counsel reviewed and approved the Agreement.

Respectfully submitted:


John J. Eptsminger, General Manager
JJE:GJW:CNP:cmc
Attachments

AGENDA ITEM #	10
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AGREEMENT FOR THE PURCHASE AND SALE OF SHARES IN THE MESQUITE IRRIGATION COMPANY

This Agreement for the Purchase and Sale of Shares in the Mesquite Irrigation Company (“Agreement”) is made and entered into this ___ day of January, 2017 (the “Effective Date”), by and between the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada (“Buyer” or “Authority”), and the Woods Family Trust, dated May 17, 2004 (“Seller”). Buyer and Seller may be individually referred to as a “Party” and collectively are referred to as “the Parties.”

RECITALS

WHEREAS, Seller is the owner of 3.5 Shares of stock in the Mesquite Irrigation Company (“MIC”), as represented in Certificate No. 391; and

WHEREAS, pursuant to the terms of this Agreement, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the MIC Shares totaling 3.5 Shares.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1. MIC Shares. Use of the term “MIC Shares” in this Agreement shall refer to Certificate No. 391 for 3.5 Shares, which Seller has agreed to sell, and Buyer has agreed to buy, pursuant to the terms and conditions of this Agreement.

1.2. Good Standing. Use of the term “Good Standing” in this Agreement shall refer to the condition that exists when a water right’s legal status under Nevada law and Federal law entitles the owner of that right to use the right in the same quantity, for the same manner of use, on the same place of use, and from the same point of diversion that is described in the official files of the Nevada State Engineer’s office.

2. Purchase and Sale of Shares.

2.1. Sale and Transfer of Shares. Subject to the terms of this Agreement, Seller agrees to sell to Buyer the MIC Shares, together with the right to beneficially use the water of the Muddy/Virgin River represented by such shares.

2.2. Purchase Price. Subject to the terms of this Agreement, Buyer agrees to pay, and Seller agrees to accept the sum of \$107,184.00, in the aggregate, for the 3.5 MIC Shares (\$30,624.00 per share) that are the subject of this Agreement (“Purchase Price”).

2.3. Conveyance of Shares by Seller. Subject to the terms of this Agreement, at Closing, as further described in Section 4 below, Seller shall convey and transfer all right, title, and interest in and to the MIC Shares to Buyer in exchange for the Purchase Price.

3. Change Applications.

Seller acknowledges that Buyer may seek state or federal regulatory approvals to change the place of use of the subject water rights that are represented by the MIC Shares, and that the Buyer may also request that the manner of use be changed. Seller agrees not to protest said requests for regulatory approvals and to cooperate with Buyer in the approval process by providing information and written testimony regarding the MIC Shares, including the historic practice of water use, that Buyer may maintain, control, and use in its sole discretion. This obligation shall survive Closing indefinitely.

4. Escrow and Closing.

4.1. Escrow. On or before _____, 2017, the Authority will deliver by wire transfer the amount of \$107,184.00 to First American Title Company’s Henderson, Nevada office (Escrow No. _____) and Seller will deposit the certificates for the MIC Shares with First American Title Company’s Henderson, Nevada office. First American Title Company shall hold in trust the funds delivered by the Authority and the stock certificates delivered by Seller in trust until Closing.

4.1.1. Costs. The Authority shall pay all MIC transfer fees and new certificate fees associated with the purchase and sale of the MIC Shares. The Parties believe

that the Nevada real property transfer tax does not apply to this transaction, but in the event that such tax must be paid, the Seller will pay that tax. All other Closing costs, including escrow fees, shall be paid one half (1/2) by Buyer and one half (1/2) by Seller.

4.2. Time and Place of Closing. Closing shall occur on _____, 2017, or on such other date as may be agreed to in the Parties' sole and absolute discretion, through First American Title Company's Henderson, Nevada office. At Closing, Seller shall sell, assign, convey, and transfer to Buyer all of Seller's right, title, and interest in and to the MIC Shares. Effective as of Closing, Seller appoints the General Manager of MIC as transfer agent to transfer such shares on MIC's records. Seller hereby agrees to provide any additional documentation to MIC necessary to effectuate such transfer. Buyer acknowledges that after Closing, the Authority may instruct the MIC General Manager to list the record owner of the MIC Shares as Muddy River Water Holdings, Inc. (or its designee or successor), a non-profit corporation authorized by the Authority's Board of Directors to facilitate the holding of water rights stock and stock options.

4.3. Procedure at Closing; Obligation of Seller. At the Closing, the Parties agree that the following shall occur:

4.3.1. Seller and all owners whose names appear on the stock certificate for the MIC Shares shall endorse the certificate for transfer to Buyer's designee, Muddy River Water Holdings, Inc. (or its designee or successor), to convey to Buyer good and marketable title to the MIC Shares. Seller shall deliver to Buyer (through First American Title Company): (1) a completed and signed copy of the W-9 Request for Taxpayer Identification Number and Certification required by the Internal Revenue Service (IRS), attached hereto as Exhibit "A" and incorporated herein by this reference; (2) a certification signed by MIC verifying that Seller is the record owner of the MIC Shares and that the shares and related certificates are not encumbered by any liens, options, security interests, collateral assignments,

pledges, rights of first refusal, reversionary rights, or other encumbrances that would prevent or restrict Seller from executing this sale and/or prevent or hinder the Authority from acquiring the MIC Shares and utilizing the water represented by the MIC Shares to its full extent, in the form attached hereto as Exhibit "B" and incorporated herein by this reference; (3) an executed Release of Security Interest form signed by any lender, if applicable, which form authorizes the filing of a UCC-3 Financing Statement Amendment to release the MIC Shares from the security interest in favor of lender; and (4) a UCC-3 Financing Statement Amendment, which shall exclude the MIC Shares as collateral in favor of a third-party lender.

4.3.2. Seller acknowledges that the Purchase Price will not be released to Seller until First American Title Company has received written instructions from Buyer confirming that all deliverables required by Section 4.3.1., above, have been properly executed and are in form and substance reasonably acceptable to Buyer.

4.3.3. Without limiting the remainder of this Section 4.3, Seller shall execute and deliver all necessary documents and any other documents necessary to transfer all of Seller's right, title, and interest in the MIC Shares to Buyer. Seller shall also deliver its share of the closing and escrow costs as listed in Section 4.1.1., above.

4.4. Procedure at Closing; Obligation of Buyer. At the Closing, Buyer (through First American Title Company) shall deliver to Seller, by wire transfer, the Purchase Price as payment in full for the MIC Shares. First American Title Company shall deliver to Seller the agreed upon allocations of the Purchase Price, as set forth in separate escrow instructions executed and delivered by Seller. Buyer shall also deliver its share of the closing and escrow costs as listed in Section 4.1.1., above.

4.5. Representations and Warranties True at Closing. All representations and warranties set forth in this Agreement by Seller and Buyer shall also be true and correct as of the Closing as if the same were made at that date.

5. Conditions Precedent to Buyer's Obligations.

Seller acknowledges that Buyer is not bound by any express or implied obligation under this Agreement unless and until the following conditions precedent are first satisfied.

5.1. Seller's Ownership Status. Buyer determines that Seller is the record and beneficial owner of the MIC Shares, and that Seller owns the MIC Shares free and clear of all encumbrances (including unpaid MIC assessments), liens, restrictions and claims of any kind by any third party. Seller agrees to provide appropriate documentation to Buyer, upon reasonable request by Buyer, to assist Buyer in making this determination.

5.2. Good Standing of Water Rights. Buyer determines that the MIC Shares are in Good Standing and are not encumbered in any manner. Seller agrees to provide appropriate documentation to Buyer, upon reasonable request by Buyer, to assist Buyer in making this determination.

5.3. Organization and Good Standing. Buyer determines that the Seller and those entities acting on its behalf are duly organized, validly existing, and in good standing under the laws of the jurisdiction of their formation, incorporation, or organization, as applicable, and are qualified to do business in the State of Nevada. Seller agrees to provide appropriate documentation to Buyer, upon reasonable request by Buyer, to assist Buyer in making this determination.

5.4. Authorization, Execution, Enforceability, and No Conflicts. Buyer determines that: (1) Seller and those acting on its behalf have all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (2) execution, delivery and performance of this Agreement have been duly and validly authorized by Seller; (3) the Agreement constitutes a valid and legally binding obligation of the Seller, enforceable against Seller in accordance with its terms; and (4) no action from any third party is necessary to permit Seller to perform under this Agreement in accordance with its terms. Seller agrees to provide appropriate documentation to Buyer, upon reasonable request by Buyer, to assist Buyer in making these determinations.

6. Representations and Warranties of Seller.

6.1. Ownership. Seller represents and warrants that Seller, at all times material hereto, has been and is the record and beneficial owner of the MIC Shares, and Seller owns the MIC Shares free and clear of all encumbrances (including unpaid MIC assessments), liens, restrictions, and claims of any kind by any third party. The MIC Shares represent all the MIC shares, certificates, and related securities that Seller owns. Seller represents that no other options, rights of first refusal, revisionary interests, agreements, or other rights exist in any other person or entity to purchase or otherwise acquire the MIC Shares. Seller represents that said MIC Shares are not subject to any restrictions upon transfer or outstanding loans, pledges, collateral assignments, or security interests. Seller is selling the MIC Shares for its own benefit and not for the account of any third party or as part of any distribution by MIC.

6.2. Legal Proceedings. Seller represents that it is not aware of any pending or threatened legal or governmental actions, suits or proceedings, at law or equity, which threaten the value, ownership status, or Good Standing of the MIC Shares, or the utilization of the water rights associated with such shares.

6.3. Good Standing of Water Rights. Seller represents and warrants that the MIC Shares are in Good Standing and Seller has maintained the water rights in Good Standing by complying with all local, state, and federal law governing the MIC Share's Good Standing.

6.4. Authority. Seller represents and warrants that: (1) Seller has all necessary right, power, legal capacity, and authority to enter into, and perform Seller's obligations under, this Agreement; and, specifically, Seller has all necessary right and authority to sell the MIC Shares and transfer the same to Buyer, and any all necessary authorizations to effectuate such sale have been obtained; (2) Randy B. Woods and Kerry C. Woods, are the duly acting Trustees of Seller ("Trustees"); (3) Trustees have all necessary power and authority to execute and deliver this Agreement on behalf of Seller, to bind Seller to perform Seller's obligations hereunder, and to consummate the transactions contemplated

herein; and (4) Trustees have all necessary power and authority to execute and deliver this Agreement and any other documents in connection with the transactions contemplated under this Agreement.

6.5. Consents. Seller has obtained all necessary agreements and consents from any third parties to allow for the consummation of the transaction contemplated by this Agreement, or otherwise pertaining to the matters covered by this Agreement.

6.6. Full Disclosure. Seller represents and warrants that, to Seller's actual knowledge, no statement furnished by Seller, or any other person acting on behalf of Seller, contains or will contain any untrue statement of material fact, or omit any material fact the omission of which would be misleading. Seller has had an opportunity to discuss MIC's business, management and financial affairs with MIC and to ask and have answered to the Seller's satisfaction all questions relevant to the Seller's decision to sell the MIC Shares. Seller is not relying on any representations of Buyer with respect to the MIC's prospects, the likelihood of any particular outcome of the MIC's business, or any greater or lesser value that Seller may or may not have realized had it not sold the MIC Shares to Buyer under the terms of this Agreement.

6.7. Representation by Counsel. Seller represents and warrants that Seller has had an opportunity to seek independent legal counsel with respect to the transactions contemplated by this Agreement and the documents pertaining thereto.

7. Representations and Warranties of Buyer.

Buyer has the power and authority to execute and deliver this Agreement, to perform the obligations hereunder, and to consummate the transaction contemplated herein.

8. Agreement of Seller to Cooperate and Indemnify.

8.1. Agreement to Cooperate. Seller represents and warrants that if, after Closing, any third party challenges, in a judicial or non-judicial fashion, the validity or Good Standing of the MIC Shares, or to the Buyer's title to the MIC Shares, or with respect to any other matter related to this Agreement, Seller will cooperate with Buyer's efforts to maintain the

validity and Good Standing of the MIC Shares, or Buyer's title to the MIC Shares, or any such related matter. Such cooperation shall include, but not be limited to, providing any documents pertaining to the MIC Shares to Buyer that are in the possession of Seller, and the execution of any affidavits or declarations that Buyer may reasonably request.

8.2. Indemnification. From and after the Closing, Seller shall indemnify and hold harmless Buyer and its respective directors, officers, employees, and agents, and each of the heirs, executors, successors, and assigns of any of the foregoing (collectively, the "Buyer Indemnified Parties") from and against all losses, costs, liabilities, damages, penalties, fines, judgments, claims, or expenses (including reasonable attorneys' fees) incurred by or asserted against any of the Buyer Indemnified Parties in connection with or arising from any material breach by Seller of its covenants, representations, warranties, and agreements contained in this Agreement.

9. Survivability of Representations and Warranties.

Each of the representations and warranties made by Seller and by Buyer in this Agreement shall indefinitely survive the Closing. Neither party shall have a duty of inquiry or be deemed to be on constructive or inquiry notice of any facts or circumstances not expressly stated in this Agreement or the documents delivered pursuant to this Agreement. Notwithstanding any actual knowledge of facts determined by any Party, each Party shall have the right to fully rely on the representations, covenants, and warranties of the other Party contained in this Agreement.

10. Brokerage.

The Parties represent, warrant, and covenant to and with each other that, to the extent that the transactions evidenced by this Agreement were initiated, negotiated, or completed by any broker, dealer, agent, or finder, the Parties will each bear and cover the costs, commissions, and finders' fees of their own respective brokers, dealers, agents, or finders. Under no circumstance will either Party be required to pay the costs or commissions of the other's broker, dealer, agent, or finder. Each Party hereby indemnifies and holds the other harmless from and against all liabilities, costs, expenses, and attorneys' fees incurred by each other in connection with any claim

or demand by a person or entity for any broker's, finder's, or other commission or fee in connection with the indemnifying party's entry into this Agreement and consummation of the transactions contemplated hereby.

11. General Provisions.

11.1. Integration. The Parties hereto agree that this Agreement represents the final and complete understanding and Agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous conversations, negotiations, and representations of the Parties and in no event shall any claim be brought by any Party other than in accordance with this written Agreement. No addition to or modification of this Agreement shall be binding unless executed in writing by the Parties hereto.

11.2. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to its choice of law provisions. Any and all legal proceedings to enforce this Agreement, or to enforce or vacate any judgment or award rendered therein, whether in contract, tort, equity or otherwise, shall be brought in the state or federal courts sitting in Clark County, Nevada, the Parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it, consents to service of process in any manner authorized by Nevada law, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by applicable law.

11.3. Notices. All correspondence between the Parties shall be in writing, sent by either U.S. Express mail or a nationally-recognized courier service, and shall be sent to the following locations (as the same may be changed by a Party upon written notice to the other Party from time to time):

If to the Buyer: Southern Nevada Water Authority
 Attn: General Manager
 PO Box 99956
2016-01539 : 00058056 Page 9 of 12

Las Vegas, NV 89193-9956
Phone: (702) 875-7080
Fax: (702) 822-7444

With a required copy to:

Southern Nevada Water Authority
Attn: General Counsel
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
Phone: (702) 258-7166
Fax: (702) 875-7002
Email: greg.walch@snwa.com

If to the Seller: Woods Family Trust Dated May 17, 2004
Attn: Randy B. Woods
472 Valley View Circle
Mesquite, Nevada 89027

11.4. Assignment. Except as otherwise provided in this Agreement, the Parties hereto may not assign their respective rights, or delegate their respective obligations, without the express written consent of the other Party, which consent shall not be unreasonably withheld.

11.5. Successors. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and permitted assigns.

11.6. Time of the Essence. The Parties specifically declare and agree that time is of the essence in the performance of this Agreement.

11.7. No Third Party Beneficiaries. No third party not a signatory to this Agreement shall be a beneficiary to its provisions or be otherwise entitled to enforce any provision contained herein.

11.8. No Waiver of Rights. The failure to enforce or delay in enforcement of any provision of this Agreement by a Party hereto, or the failure of any Party to exercise any right hereunder, shall in no way be construed to be a waiver of such provision or right (or

of any provision or right of a similar or dissimilar nature) unless such Party expressly waives such provision or right in writing.

11.9. Construction. This Agreement is the result of negotiations between the Parties and has been reviewed by each of the Parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of each of the Parties hereto, and no ambiguity shall be construed in favor of or against either of the Parties hereto, and each Party hereby irrevocably waives any rule or presumption to the contrary.

11.10. Specific Performance. Each Party's obligations under this Agreement are unique, and the subject matter of this Agreement ultimately relates to water rights, which are considered real property under the laws of the State of Nevada. The Parties each acknowledge that if either Party should default in its obligation under this Agreement it would be extremely impracticable or impossible to measure the resulting damages; accordingly, the non-defaulting Party, in addition to any other available rights or remedies, may sue in equity for specific performance, and the Parties each expressly waive the defense that a remedy in damages will be adequate.

11.11. Counterparts as Originals. This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first written above.

SELLER:

WOODS FAMILY TRUST DATED MAY 17, 2004

By: _____
Randy B. Woods, Co-Successor Trustee

By: _____
Kerry C. Woods, Co-Successor Trustee

BUYER:

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger, General Manager

Approved as to form:

Gregory J. Walch, General Counsel

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
January 19, 2017**

Subject: Agreement	Director's Backup
Petitioner: Gregory J. Walch, General Counsel	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign a Surface Water Sublease Agreement, in substantially the same form as that attached hereto, between the Moapa Band of Paiute Indians and the Authority for an amount not to exceed \$455,000 per year with annual escalation as applicable; and authorize the General Manager to sign all ministerial documents necessary to effectuate the transaction.	

Fiscal Impact:

If the above recommendation is approved, the Authority's total cost exposure under the Surface Water Sublease Agreement (Agreement) for the current year shall not exceed \$455,000. The Authority will pay the Moapa Band of Paiutes (Tribe) \$357,000 to sublease 3,000 acre feet of water. The Authority will also pay Muddy Valley Irrigation Company (MVIC) administrative fees not to exceed \$98,000 for the current year, to convey this water to Lake Mead pursuant to the Water Operation and Management Agreement dated September 15, 2016. Funds requested for payments under the Agreement and to MVIC are available in the Authority's Capital Budget. Funds for future year expenditures will be budgeted accordingly.

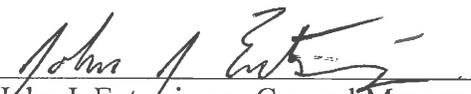
Background:

On December 13, 2007, the Secretary of the Interior approved the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead (Guidelines). The Guidelines allow the Authority to create and divert Tributary Conservation Intentionally Created Surplus (ICS) by conveying its pre-1929 Muddy River water rights to Lake Mead. Post-1929 water is not eligible for ICS credits.

If approved, this Agreement will allow the Authority to sublease up to 3,000 acre-feet of water per year from the Tribe for 10 years at the price of \$119 per acre-foot for an annual maximum of \$357,000, plus yearly escalation of 3 percent starting in year 2. The Agreement is retroactive to January 1, 2017, and continues through December 31, 2026. The Authority would be able to create ICS or System Conservation water with the water subleased from the Tribe. The source of water for this Agreement is a 2006 lease between the Tribe and MVIC.

This Agreement is authorized pursuant to NRS 277.180 and Sections 5(c) and 6(a) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

Respectfully submitted:


 John J. Entsminger, General Manager
 JJE:GJW:CNP:cmc
 Attachment

AGENDA ITEM #	//
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SURFACE WATER SUBLEASE AGREEMENT

This SURFACE WATER SUBLEASE AGREEMENT (“Sublease”) is entered into this ____ day of January, 2017, between the Moapa Band of Paiute Indians (“Tribe”) as sublessor and the Southern Nevada Water Authority (“SNWA”) as sublessee. The Tribe and SNWA are sometimes referred to individually as “Party” and jointly as “Parties.”

Recitals

- A. WHEREAS, the Tribe and the Muddy Valley Irrigation Company (“MVIC”) are the parties to a Surface Water Lease dated April 20, 2006 (“MVIC-Tribe Water Lease”), under which MVIC leased to the Tribe for 99 years (with a Tribal option to extend for an additional 99 years) certain surface water rights in the Muddy River established under the State of Nevada’s laws.
- B. The water rights leased to the Tribe under the MVIC-Tribe Water Lease have a diversion rate of 11.5 cubic feet per second (“cfs”) from April to September, and 10.5 cfs from October to March; authorize consumptive use of 3,700 acre-feet per year (“afy”), and are represented by permit numbers 78432, 73483 and 73695, and any additional change applications made thereto (“Tribe’s MVIC Water Rights”).
- C. WHEREAS, on December 13, 2007, the Secretary of the Interior issued the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead. Under and in accordance with the guidelines and related documents (collectively “Guidelines”), SNWA may create Tributary Conservation Intentionally Created Surplus (“ICS”) by conveying to Lake Mead water rights in the Muddy River purchased or controlled by SNWA. SNWA may then divert the ICS created by such conveyance at its intakes for municipal use in Las Vegas. The Guidelines require accurate accounting methods for Muddy River water rights conveyed to Lake Mead.
- D. WHEREAS, on July 30, 2014, SNWA, other water agencies and the United States, acting through the Bureau of Reclamation, entered into an agreement for a Pilot Program for Funding the Creation of Colorado System Conservation and Reductions in Use (“System Conservation”) to examine the efficacy of basin-wide solutions to the increasing near-term risks posed by declining elevations in Lakes Powell and Mead. These parties are committed to financing projects in the near-future to develop water for the benefit of the Colorado River system rather than any individual user.
- E. WHEREAS, pursuant to this Sublease SNWA desires to sublease a portion of the Tribe’s MVIC Water Rights for the purposes of applying such water rights to the creation of ICS and for System Conservation, as appropriate.

Terms and Conditions

Based on the foregoing recitals, and in consideration of the mutual promises set forth below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the

Tribe agrees to sublease to SNWA the Subleased Water Rights, described in Section 1 below, on the following terms and conditions:

1. **Subleased Water Rights.** Subject to the terms and conditions of the MVIC-Tribe Water Lease, the Tribe will sublease to SNWA 3,000 afy of the Tribe’s MVIC Water Rights (“Subleased Water Rights”). The Tribe retains for its use 700 afy of the Tribe’s MVIC Water Rights (“Retained Water Rights”). These amounts are subject to adjustment as provided below.

2. **Effective Date; Term; Years.**
 - a. **Effective Date.** This Sublease shall have an effective date (“Effective Date”) retroactive to January 1, 2017.

 - b. **Term.** This Sublease shall have a 10-year term (“Term”) commencing on the Effective Date and continuing through December 31, 2026.

 - c. **Years.** The Term shall consist of the following “Lease Years”:
 - i. Year 1: January 1, 2017 through December 31, 2017;
 - ii. Year 2: January 1, 2018 through December 31, 2018;
 - iii. Year 3: January 1, 2019 through December 31, 2019;
 - iv. Year 4: January 1, 2020 through December 31, 2020;
 - v. Year 5: January 1, 2021 through December 31, 2021;
 - vi. Year 6: January 1, 2022 through December 31, 2022;
 - vii. Year 7: January 1, 2023 through December 31, 2023;
 - viii. Year 8: January 1, 2024 through December 31, 2024;
 - ix. Year 9: January 1, 2025 through December 31, 2025;
 - x. Year 10: January 1, 2026 through December 31, 2026.

3. **Rent.** For the Subleased Water Rights, SNWA shall pay the following rent to the Tribe:
 - a. **Rental Rate and Escalation.** Rent shall be paid at the rate (“Rental Rate”) of \$119 per acre-foot of Subleased Water Rights for Lease Year 1. The Rental Rate will be escalated for each subsequent Lease Year by 3% of the Rental Rate for the immediately previous Lease Year.

 - b. **Annual Rent.** The Rental Rate for each Lease Year will be multiplied by the number of acre-feet of Subleased Water Rights, which number is subject to adjustment as provided below, to determine an “Annual Rent.” The following table sets forth the Annual Rent for 3,000 afy of Subleased Water Rights.

Lease Year	Rental Rate	Annual Rent for 3,000 afy
1	\$ 119.00	\$ 357,000.00
2	\$ 122.57	\$ 367,710.00

3	\$ 126.25	\$ 378,750.00
4	\$ 130.04	\$ 390,120.00
5	\$ 133.94	\$ 401,820.00
6	\$ 137.96	\$ 413,880.00
7	\$ 142.10	\$ 426,300.00
8	\$ 146.36	\$ 439,080.00
9	\$ 150.75	\$ 452,250.00
10	\$ 155.27	\$ 465,810.00

c. **Payment Date and Installments.** For Lease Year 1, one-half (50%) of the Annual Rent shall be paid within 10 business days after both Parties execute this Sublease. The remaining amount, subject to Section 4, below, shall be paid 30 days after the Tribe has provided flow meter readings showing the amount of water the Tribe diverted during Lease Year 1 (“Year End Payment”). For Lease Years 2-10, one-half (50%) of the Annual Sum will be paid by the December 15 immediately preceding the commencement of such Lease Year; the remaining amount, subject to Section 4, below, will be paid 30 days after the Tribe provides flow meter readings showing the amount of water diverted during the respective Lease Year (in each case, a “Year End Payment”).

4. **Determination of Tribal Consumptive Use.** For any Lease Year, SNWA shall have the right, at its expense, to reasonably monitor and determine the extent, if any, to which the Tribe or its designee(s) have consumptively used any Subleased Water Rights. If it should be determined through the methods described below or by another method adopted by the State Engineer in the approval of SNWA’s Certification Report, that the Tribe (or its designee(s)) consumptively used Subleased Water Rights in any Lease Year for which SNWA has paid or is obliged to pay Annual Rent to the Tribe, SNWA shall have the right to do one or more of the following: (i) promptly reduce the Year End Payment for such Lease Year in proportion to such use; (ii) offset such Annual Rent for such Lease Year against the Next Annual Rent(s) due hereunder; and/or (iii) pursue reimbursement of such Annual Rent under Section 10 below. In no event shall SNWA be obligated to pay for water which has been consumed by or through the Tribe, and the Tribe agrees to promptly reimburse SNWA for any overpayment based upon such use.

a. **Consumptive Use of Water Rights by Tribe.** During each Year, the Tribe’s total consumptive use of the Tribe’s MVIC Water Rights shall be calculated as follows:

i. **For Agricultural Use on the Reservation:** For water diverted from the point of diversion described in permit numbers 73482, 73483 and 73695 for agricultural purposes, consumptive use shall be calculated as the lesser of (1) the difference between measured diversions and returns, or (2) the irrigated acreage as calculated by aerial photography or LANDSAT data multiplied by an appropriate crop use coefficient approved by the Nevada State Engineer and Bureau of Reclamation.

- ii. **For Agricultural Use by the Hidden Valley Ranch, LLC:** Hidden Valley Ranch, LLC (“Hidden Valley”) owns 300 afy of water rights and has the right to divert up to an additional 300 afy of the Tribe’s MVIC Water Rights pursuant to a Surface Water Sublease between the Tribe and Hidden Valley dated November 20, 2014. Hidden Valley’s owned and subleased water rights are each subject to seasonal flow limitations of 0.50 cfs from April to September and 0.35 cfs from October to March for a total combined maximum diversion rate of 1.0 cfs from April to September and 0.70 cfs from October to March. For water diverted from the point of diversion described in the Matter of the Determination of the Relative Rights in and to the Muddy River and its tributaries in Clark Co., Nevada, Claim #01626, by Hidden Valley for agricultural purposes, consumptive use shall be calculated as the lesser of (1) the difference between measured diversions and returns, or (2) the irrigated acreage as calculated by aerial photography or LANDSAT data multiplied by an appropriate crop use coefficient approved by the Nevada State Engineer and Bureau of Reclamation, recognizing and separately accounting for use of the Hidden Valley’s owned water rights. For purposes of this sublease, water use during a Lease Year by Hidden Valley of less than all of Hidden Valley’s owned and subleased water rights shall be charged first to Hidden Valley’s owned water rights, and subsequently to the water rights subleased to Hidden Valley by the Tribe.
- iii. **For Industrial Use by Aiya Solar Project, LLC:** The Tribe has contracted to make available to Aiya Solar Project, LLC, up to 300 afy of MVIC Water Rights during construction of certain solar power facilities, and up to 25 afy of MVIC Water Rights during operations. Water diverted and consumptively used for this purpose shall be accurately metered at all times and all records of such diversion and use shall be furnished to SNWA.
- iv. **Any other uses:** From time to time, the Tribe may give notice to SNWA that the Tribe intends to put additional amounts of its MVIC Water Rights to use. If the effect of such use would reduce the amount of Subleased Water Rights below 3,000 afy, then the Annual Rent due for any affected Lease Year shall be adjusted accordingly so that SNWA shall in no event pay for water consumed by the Tribe or others contracting with the Tribe. If the Tribe intends to put to use 200 af or more of the Subleased Water in the subsequent Lease Year, the Tribe shall notify SNWA by no later than September 1 of the Lease Year preceding the Lease Year in which the Tribe intends to use such amount of the Subleased Water. After September 1, the Tribe may request to use additional amounts of Subleased Water in the subsequent Lease Year subject to SNWA’s consent, which will not be unreasonably withheld. The Tribe shall be responsible for securing any approvals necessary to authorize such other uses at its sole expense. Furthermore, the Parties shall diligently and in good faith consult and seek to accommodate any necessary changes, including without limitation

8. **MVWD Water Dedication Ordinance.** If, during the Term, the Tribe requests municipal water service from MVWD to serve a new or proposed development project on the Reservation, but finds that it does not have sufficient water, financial or other resources lawfully required to be dedicated to MVWD under MVWD's Water Dedication Ordinance then in force, as lawfully applicable to the Tribe, to procure such new service, MVWD may refuse such requested new service unless an amount of the Tribe's Muddy River water rights, equal to that required under the Water Dedication Ordinance, are released from this Sublease and dedicated to MVWD in accordance with the Water Dedication Ordinance and, at the Tribe's request, SNWA shall agree to terminate this sublease for the portion of water necessary to be dedicated to MVWD.
9. **Sharing of Banked Recovery Actions and Credits.** The Parties anticipate that the conveying to Lake Mead of Subleased Water Rights – and the corresponding reduction of diversions from the Muddy River – may improve flows or habitat for threatened or endangered species in the Muddy River and its immediate vicinity. If, under any recovery plan or other program implemented under the Endangered Species Act, there are any bankable recovery credits or other credits available as a result of this Sublease or actions taken pursuant thereto, then the Parties shall engage in good faith negotiations to agree upon how such credits are to be shared between them.
10. **Dispute Resolution; Limited Waiver of Sovereign Immunity.**
 - a. **Informal Resolution.** Whenever any disagreement or dispute arises between the Parties as to interpretation of or compliance with any provision of this Sublease (“Dispute”), the Parties shall as soon as reasonably practicable, meet at SNWA's offices, or at a mutually agreed place, and make reasonable efforts to resolve the matter by agreement as promptly as possible. If the Dispute is not resolved within 30 calendar days of such meeting, a Party may exercise its rights under (b) below.
 - b. **Suit.** If a dispute is not resolved informally, as prescribed above, either Party may seek to resolve the dispute by filing an action in the Eighth Judicial District Court, Clark County, Nevada. In such a suit, this Sublease shall be governed by and construed in accordance with state law of Nevada, without reference to State of Nevada conflicts of law rules that may direct the application of laws of another jurisdiction. The Tribe hereby waives its sovereign immunity as to such suits in such courts with respect to declaratory relief, injunctive relief, or monetary relief, and as to any appeals therefrom in State appellate courts with jurisdiction. The Tribe hereby waives any claim that exhaustion of Federal or Tribal court remedies is a prerequisite to any such suit in State court.
11. **Termination for Noncompliance.** Either Party (“Terminating Party”) shall have the right to terminate this Sublease on the grounds of material noncompliance by the other Party (“Terminated Party”), after giving written notice (“Notice of Noncompliance”) to the Terminated Party specifying:

- a. The noncompliance;
- b. the corrective action that must be taken to eliminate the noncompliance;
- c. when appropriate, a reasonable time limit within which to initiate such corrective action (“Initial Time limit”); and
- d. a reasonable time limit to complete the corrective action (“Final Time Limit”). The Initial Time Limit shall be not less than 10 calendar days from receipt of the Notice of Noncompliance, and the Final Time Limit shall be not less than 30 calendar days from receipt of the Notice of Noncompliance.

12. **Notices.** All notices and communications given under this Sublease shall be in writing and shall be delivered by fax and first class, certified or registered mail, postage prepaid, to the fax numbers and addresses shown below, or to such other persons, addresses or fax numbers as the Party entitled to notice may designate in writing from time to time. Any notice given hereunder shall be deemed to be effective upon receipt:

- a. If to the Tribe:

Chairperson
Moapa Band of Paiutes
P.O. Box 340
Moapa, Nevada 89025
Fax 702-865-2875

With a copy to:

Richard M. Berley
Ziontz Chestnut
2101 Fourth Avenue, Suite 1230
Seattle, Washington 98121
Fax: 206-448-0962

- b. If to SNWA:

General Manager
Southern Nevada Water Authority
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Fax: 702-258-3268

With a copy to:

General Counsel
Southern Nevada Water Authority

1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Fax: 702-862-7444

13. **Representations and Warranties.** Each Party represents and warrants as follows:
 - a. that it and the individual executing this Sublease on its behalf is fully empowered and authorized to execute and deliver this Sublease;
 - b. that it is fully empowered and authorized to approve and perform this Sublease;
 - c. that this Sublease is binding on its interest at the moment of execution by both Parties and for so long as this Sublease is in effect;
 - d. that it has obtained all approvals necessary to enter into and perform this Sublease, including without limitation, the Tribe's taking of all actions necessary to accomplish the waiver of sovereign immunity set forth in Section 13(b) above; and
 - e. that its governing body has authorized and approved this Sublease by duly adopted written resolution or other similar measure, a copy of which is attached hereto.
14. **No Partnership, Agency or Trust Relationship.** Nothing in this Sublease shall be construed as creating a partnership, joint venture, agency or trust relationship between the Parties. Each Party shall be solely liable for its own obligations under this Sublease.
15. **No Third Party Beneficiaries.** This Sublease shall not be construed as creating any duty, standard of care, or liability with respect to any person or entity not a Party to the Sublease, and does not create any third party beneficiary rights or causes of action.
16. **Severability.** If any provision of this Sublease is found to be in violation of applicable law, that provision shall be considered null and void and the Parties shall promptly commence diligent and good faith negotiations to establish a lawful substitute provision in lieu of and as consistent as possible with the invalid provision. This Sublease shall otherwise remain in full force and effect so long as the material purposes of this Sublease can be determined and effectuated.
17. **Interpretation.** This Sublease shall be construed as a whole and in accordance with its fair meaning. Captions are used for convenience and shall not be used in construing meaning.
18. **Amendment.** All amendments or modifications of this Sublease shall be effective only if reduced to writing and signed by both Parties.
19. **Successors.** Every obligation, term and condition of this Sublease shall extend to and be binding on, and every right and benefit hereunder shall inure to, the authorized assignees, transferees or other successors of the respective Parties by operation of law or otherwise.

- 20. **Further Actions.** Each Party shall execute and deliver all further instruments and documents and take all further actions as may reasonably be necessary to give full force and effect to, or to otherwise effectuate the purposes and intent of, this Sublease.
- 21. **Non-Appropriation.** All SNWA obligations to sublease water, following the first year of the lease, are subject to the appropriation by SNWA's Board of Directors of sufficient funds for such payments in the succeeding Water Years.
- 22. **Entire Agreement.** This Sublease constitutes the entire agreement between the Parties with respect to the matters covered hereby, and subsumes and incorporates all other prior written and oral statements and understandings between the Parties.
- 23. **Counterparts.** This Sublease may be executed and approved in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Sublease to be executed by their duly authorized representatives as of the Effective Date of this Sublease.

MOAPA BAND OF PAIUTE INDIANS

By: _____
Chairperson

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger, General Manager

Approved as to form:

By: _____
Tabitha D. Fiddymment, Director of Legal Services, SNWA

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2017, by _____ as Chairman of the Moapa Band of Paiute Indians.

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2017, by John J. Entsminger as General Manager of the Southern Nevada Water Authority.

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

January 19, 2017

Subject: 2017 Revenue Refunding Bond Resolution	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors adopt the 2017 Revenue Refunding Bond Resolution, providing for the issuance of Authority Water Revenue Refunding Bonds, Series 2017, in the maximum principal amount of \$367,310,000 to refinance outstanding bonds for the Authority.	

Fiscal Impact:

The Authority will be obligated to make debt service payments to Clark County from Authority revenues generated through customer rates and charges. Bond refundings result in lower interest expenses.

Background:

On November 17, 2016, the Board of Directors approved the 2016 SNWA Request Resolution, which requested the Clark County Board of County Commissioners to take the necessary steps to issue bonds to advance refund the Authority's Water Revenue Bonds, Series 2008. The attached 2017 Revenue Refunding Bond Resolution (Resolution) authorizes the issuance of Authority Water Revenue Refunding Bonds, Series 2017 (2017 Bonds), in the maximum principal amount of \$367,310,000, and delegates to the Deputy General Manager of Administration the authority to sign the bond documents as Treasurer and accept the final interest rates and terms.

The proceeds of the 2017 Bonds will be used to refund the Authority's Water Revenue Bonds, Series 2008 (2008 Bonds), and pay the costs of issuing the 2017 Bonds. The debt service on the 2017 Bonds will be lower than the debt service on the 2008 Bonds, thereby resulting in debt service savings to the Authority. The Resolution authorizes the 2017 Bonds to be sold to Clark County. Clark County will sell its general obligation bonds (the "2017 County Bonds"), which are additionally secured by revenues received by the Authority from the 2017 Bonds, to pay the Authority for the 2017 Bonds. The interest rate on the 2017 Bonds will equal the interest rate on the 2017 County Bonds, thereby allowing the 2017 Bonds to bear interest at lower rates equivalent to a general obligation bond transaction even though the 2017 Bonds are only payable from the revenues of the Authority.

This action is authorized pursuant to NRS 350.684, NRS 277.0745, NRS 244A.059 and Section 6(1) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Resolution.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:MJC:nf
Attachment

AGENDA
ITEM #

12

Summary - a resolution authorizing the issuance by the Southern Nevada Water Authority of its Water Revenue Refunding Bonds, Series 2017, and providing other matters relating thereto.

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN NEVADA WATER AUTHORITY DESIGNATED BY THE SHORT TITLE “2017 REVENUE REFUNDING BOND RESOLUTION”; PROVIDING FOR THE ISSUANCE OF ITS WATER REVENUE REFUNDING BONDS, SERIES 2017; PROVIDING THAT THE BONDS MAY BE EVIDENCED BY A SINGLE BOND; FIXING THE TERMS AND CONDITIONS THEREOF AND COVENANTS RELATING TO THE PAYMENT OF SAID BONDS; SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE SOUTHERN NEVADA WATER SYSTEM; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD THE ISSUANCE OF SAID BONDS AND EFFECTING THE PURPOSE OF THEIR ISSUANCE; APPOINTING A TREASURER OF THE AUTHORITY FOR THE PURPOSE OF EXECUTING THE BONDS AND FIXING AND DETERMINING CERTAIN DETAILS OF THE BONDS; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Southern Nevada Water Authority (the “Authority” or the “SNWA”), was duly organized and is operating in accordance with the provisions of an interlocal agreement dated July 25, 1991, as amended (the “SNWA Cooperative Agreement”), entered into pursuant to the provisions of Nevada Revised Statutes (“NRS”) 277.080 to 277.180, inclusive; and

WHEREAS, pursuant to Section 6(l) of the SNWA Cooperative Agreement, NRS 277.0745, NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 thereof as the Local Government Securities Law (the “Bond Act”), and all other applicable provisions of Nevada law, the Board of Directors (the “Board”) of the Authority, in Clark County, in the State of Nevada (the “County” and the “State,” respectively), has the authority to issue revenue and other bonds, notes, and other obligations and incur liabilities for the purposes of refunding the 2008 Bonds (defined herein) set forth in the Certificate of the Treasurer (defined herein) (the “Refunded Bonds” or the “Project”); and

WHEREAS, pursuant to the SNWA Cooperative Agreement and the SNWS Operating Agreement (defined herein), the Board is authorized to issue revenue bonds secured by revenues of the Water System (defined herein); and

WHEREAS, the members of the Authority have contracted with the Authority in the SNWS Operating Agreement to make payments from the revenues of the water systems of the members of the Authority, which in the aggregate are fully sufficient to pay the Bond Requirements (defined herein) of the Bonds (defined herein); and

WHEREAS, the Board has determined and does hereby declare that it is necessary and for the best interests of the Authority to complete the Project and to issue the revenue bonds of the Authority for such purpose; and

WHEREAS, the Board requested the County to issue its bonds pursuant to the provisions of NRS 244A.013 to 244A.065 (the “Bond Bank Act”) to make a loan to the Authority by purchasing bonds of the Authority (the “Municipal Securities”) in the aggregate principal amount necessary to effect the Project (the “Lending Project”); and

WHEREAS, the Municipal Securities are to be issued for the Project; and

WHEREAS, the Board of County Commissioners is expected to adopt a bond ordinance authorizing the issuance of its bonds to defray the cost of the Lending Project (the “County Bonds”); and

WHEREAS, the Authority intends to hereby authorize the issuance of Municipal Securities, such Municipal Securities to bear interest at the same rates as the issue of County Bonds for the purpose of providing funds, among other things, to purchase the Municipal Securities; and

WHEREAS, the Bond Bank Act permits Municipal Securities to be sold at private sale to the County; and

WHEREAS, after private negotiation pursuant to the Bond Bank Act, the Board has determined to sell its “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017” (the “Bonds”) to the County upon the terms provided below if the Treasurer (defined below) determines that interest rate savings or other economies will be effected, and hereby authorizes the Treasurer to accept the offer of the County to purchase the Bonds by executing a certificate on or before the date of delivery of the Bonds, setting forth the aggregate principal amount of the Bonds (not to exceed the amount necessary to effect the Project), the principal amount of the Bonds

maturing in each year and the interest rates therefor, and the installments of principal of the 2008 Bonds to be refunded (the “Certificate of the Treasurer”); and

WHEREAS, the Bonds may be evidenced by a single registered bond, and the term “Bonds” herein shall, unless the context otherwise requires, refer to such single registered bond; and

WHEREAS, the effective interest rate on the Bonds may not exceed by more than 3% the “Index of Revenue Bonds” which was most recently published in The Bond Buyer before a negotiated offer herein is accepted for the Bonds; and

WHEREAS, the Board hereby elects to have the provisions of Chapter 348 of NRS (the “Supplemental Bond Act”) apply to the Bonds; and

WHEREAS, the Board has determined and hereby declares:

A. It is necessary and for the best interests of the Authority that it issue the Bonds; and

B. Each of the limitations and other conditions to the issuance of the Bonds in the SNWA Agreements (defined herein), the Supplemental Bond Act, the Bond Act, and in any other relevant act of the State of Nevada or the United States has been met.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SOUTHERN NEVADA WATER AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER:

SECTION 1. Short Title. This Resolution shall be known and may be cited as the “2017 Revenue Refunding Bond Resolution.”

SECTION 2. Definitions. In addition to the terms defined elsewhere in this Resolution, the terms in this Section defined shall have the meanings herein specified unless the context by clear implication otherwise requires:

(1) “Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, as such principal, premiums and interest become due at maturity or on a redemption date, or otherwise.

(2) “2016A Bonds” means the “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2016A,” issued by the Authority.

(3) “2016B Bonds” means the “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2016B,” issued by the Authority.

(4) “2012 Bonds” means the “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2012” issued by the Authority.

(5) “2009 Bonds” means the “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2009” issued by the Authority.

(6) “2008 Bonds” means the “Southern Nevada Water Authority, Water Revenue Bonds, Series 2008” issued by the Authority.

(7) “2006 Bonds” means the “Southern Nevada Water Authority, Water Revenue Bonds, Series 2006” issued by the Authority.

(8) “Cost of the Project” means all or any part designated by the Board for the cost of the Project (as such Project is defined in the preambles above), or interest therein, which cost, at the option of the Board, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation, all other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Board including rebates to the United States under Section 148 of the Tax Code.

(9) “District” means the Las Vegas Valley Water District or any successor thereto.

(10) “Federal Securities” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

(11) “LVVWD Bond Repayment Agreement” means, collectively, the SNWA/LVVWD Master Bond Repayment Agreement dated as of June 1, 1996, as amended by the Master Bond Repayment Amendment dated July 1, 2012 and the agreements dated as of January 15, 1995 and April 15, 1995 between the District and SNWA, both as amended by the SNWA/LVVWD Bond Repayment Agreements Amendment dated as of January 1, 1996.

(12) “LVVWD Bonds” means the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) Commercial Paper Notes, Series A (SNWA Revenue Supported), Series 2004A and Series 2004B, the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2008B, Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Bonds, Series 2009A (Taxable Direct

Pay Build America Bonds), Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Bonds, Series 2009B (Tax-Exempt), Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water and Refunding Bonds, Series 2009D, the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011A (Taxable), the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011B (Taxable), the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011C (Tax-Exempt), the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Bonds, Series 2012B, the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015, the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015B, the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015C, the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement and Refunding Bonds, Series 2016A, and, if issued, the Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2017B and any other securities of the District issued on behalf of the Authority superior to, on a parity with or subordinate to any of the LVVWD Bonds.

(13) “Operation and maintenance expenses,” or any phrase of similar import, means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining and repairing the Water System or of any other designated facility in connection with which such term is used; and the term includes, at the option of the Authority, except as limited by law, without limitation:

- A. Engineering, auditing, reporting, legal and other overhead expenses of the various departments of the Authority directly

related and reasonably allocable to the administration, operation and maintenance of the Water System;

B. Fidelity bond and property and liability insurance premiums relating to the Water System, or a reasonably allocable share of a premium of any blanket bond or policy relating to the Water System;

C. Payments to pension, retirement, health and hospitalization funds, and other insurance, and to any self-insurance fund as insurance premiums not in excess of the premiums which would otherwise be required for such insurance;

D. Any general taxes, assessments, excise taxes or other charges which may be lawfully imposed on the Authority, the Water System, revenues therefrom, or the Authority's income from or operations of any properties under its control and relating to the Water System, or any privilege in connection with the Water System or their operation;

E. The reasonable charges of any depository bank relating to the Bonds and any other securities payable from the Pledged Revenues or otherwise relating to the Water System;

F. Contractual services, professional services, salaries, other administrative expenses, and costs of materials, supplies, repairs and labor, relating to the Water System or to the issuance of the Bonds or any other securities relating to the Water System, including, without limitation, the expenses and compensation of any trustee, receiver or other fiduciary;

G. The costs incurred by the Authority in the collection and any refunds of all or any part of the Pledged Revenues;

H. Any costs of utility services furnished to the Water System by the Authority or otherwise;

I. Any lawful refunds of any Pledged Revenues;

J. All other administrative, general and commercial expenses relating to the Water System; but

(a) Excluding any allowance for depreciation;

(b) Excluding any costs of extensions, enlargements, betterments and other improvements (or any combination thereof);

(c) Excluding any reserves for major capital replacements (other than normal repairs);

(d) Excluding any reserves for operation, maintenance or repair of the Water System;

(e) Excluding any allowance for the redemption of any Bond or other security evidencing a loan or other obligation, or the payment of any interest thereon, or any prior redemption premium due in connection therewith;

(f) Excluding any liabilities incurred in the acquisition or improvement of any properties comprising any project or any existing Water System (or any combination thereof) relating to the Water System, or otherwise; and

(g) Excluding any liabilities incurred by the Authority as the result of its negligence in the operation of the Water System or any other ground of legal liability not based on contract.

(14) “Parity lien obligations,” “parity securities” or “parity bonds” means obligations, bonds or securities which have a lien on the Pledged Revenues that is on a parity with the lien thereon of the Bonds, the 2016A Bonds, 2016B Bonds, the 2012 Bonds, the 2009 Bonds, the 2008 Bonds, and the 2006 Bonds, including the LVVWD Bonds and any additional obligations, bonds or securities which have a lien on the Pledged Revenues that is on a parity with the lien thereon of the Bonds.

(15) “Pledged Revenues” means all revenues from the Water System, including revenues, charges or fees for commodities and services rendered by or through the SNWA System, including, without limitation, connection fees, tap fees, flat fees, meter charges and all other charges made for services, water or other commodities furnished by the Water System however denominated, and including, without limitation, the charges designated as the “Connection Charge”,

“Commodity Charge”, “Wholesale Delivery Charge”, as described in the SNWS Operating Agreement, and “Assessments” provided in Section 6.2.6 thereof, and all other amounts received, directly or indirectly, under the SNWS Operating Agreement.

(16) “Purchaser” means Clark County, Nevada, through the municipal bond bank of the County.

(17) “Paying Agent” means the Treasurer or any successor serving as paying agent for the Bonds.

(18) “Registered owner” means the person in whose name a Bond shall be registered on the records of the Authority kept for that purpose by the Registrar in accordance with the provisions of this Resolution.

(19) “Registrar” means the Treasurer or any successor serving as registrar for the Bonds.

(20) “Regular Record Date” means the fifteenth day of the calendar month next preceding each interest payment date.

(21) “Single Bond” means the single registered, negotiable water revenue refunding bond issued hereunder in lieu of serial bonds.

(22) “SNWA Agreements” means the SNWA Cooperative Agreement dated July 25, 1991, as amended, and the SNWS Operating Agreement effective as of January 1, 1996, as amended.

(23) “SNWA Parity Bonds” means the Outstanding 2016A Bonds, 2016B Bonds, 2012 Bonds, 2009 Bonds, 2008 Bonds, and 2006 Bonds.

(24) “SNWS Operating Agreement” means the Southern Nevada Water Authority 2012 Amended Facilities and Operating Agreement effective as of September 5, 2012, as amended.

(25) “Special Record Date” means a special date fixed by the Paying Agent to determine the names and addresses of registered owners of the Bonds for the payment of any defaulted interest on any Bonds, as further provided in Section 14 hereof.

(26) “State” means the State of Nevada.

(27) “Subordinate lien obligations,” “subordinate securities” or “subordinate bonds” means obligations, bonds or securities which have a lien on the Pledged

Revenues that is subordinate to the lien thereon of the Bonds, including the Southern Nevada Water Authority, Revenue Refunding Bond, Series 2013, the Southern Nevada Water Authority, Water Revenue Bonds, Series 2009, the obligations of the SNWA to the State of Nevada pursuant to the State of Nevada Drinking Water Revolving Fund Loan Contract, Contract No. SNWA-1, approved by the Board on August 19, 1999, authorizing a loan in the aggregate principal amount of not exceeding \$12,296,695, and Contract No. SNWA-2, approved by the Board on April 19, 2001, authorizing a loan in the aggregate principal amount of not exceeding \$10,000,000, the Southern Nevada Water Authority, Revenue Bonds (Clean Renewable Energy), Series 2008, and any additional obligations, bonds or securities hereafter issued which have a lien on the Pledged Revenues that is subordinate to the lien of the Bonds.

(28) “Superior lien obligations,” “superior securities” or “superior bonds” means all of the following whether presently outstanding or issued or incurred in the future:

(A) Payments to the Federal Government for the cost of the construction of the facilities allocated by the Secretary of the Interior for reimbursement pursuant to any contracts therefor;

(B) Payments of compensation and expenses of SNWA and all other obligations incurred through performance by SNWA of the duties designated in sections 2 and 7 of Chapter 393, Statutes of Nevada 1995;

(C) Payments of the principal, interest and any other charges related to any obligations incurred to refund any general obligations of the State issued for the acquisition, construction, improvement or equipment of the Federal facilities or the State facilities, including, but not limited to, the “Bond Obligation Agreement” dated as of December 15, 1997 between the State and SNWA;

(D) Payments of the principal, interest and any other charges related to any obligations which have a lien on the Pledged Revenues superior to the lien thereon of the Bonds heretofore or hereafter incurred by SNWA for the acquisition, construction, improvement or equipment of the Federal facilities or the State facilities or other facilities designed to provide water to southern Nevada; and

(E) Any obligations issued to refund all or any portion of any of the foregoing.

(29) “Treasurer” means the Treasurer of the Authority appointed pursuant to Section 61 hereof.

(30) “Water System” means, without limitation, the Southern Nevada Water System as defined in the SNWS Operating Agreement, and all additions, improvements and extensions to any part of the Water System.

SECTION 3. Sale of Bonds. The sale of the Bonds to the Purchaser on the terms and conditions provided herein is hereby approved.

SECTION 4. Ratification. All action heretofore taken by the Board and the officers of the Authority directed toward the Project and toward the issuance, sale and delivery of the Bonds is ratified, approved and confirmed.

SECTION 5. Estimated Life of Facilities. The Board, on behalf of the Authority and SNWA, has determined and does hereby declare:

A. The estimated life or estimated period of usefulness of the Project to be financed with the Bonds is not less than 23 years; and

B. The Bonds shall mature at such time or times not exceeding such estimated life or estimated period of usefulness.

SECTION 6. Necessity of Project and Bonds. It is necessary and in the best interests of the Board, the Authority, its officers, and the inhabitants of the County, that the Authority effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds, and it is hereby so determined and declared.

SECTION 7. Authorization of Project. The Board hereby authorizes the Project.

SECTION 8. Resolution to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the Authority and the registered owners from time to time of the Bonds.

SECTION 9. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection, and security of the registered owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Resolution.

SECTION 10. Special Obligations. All of the Bonds, as to the Bond Requirements, shall constitute special obligations of the Authority, which hereby pledges its Pledged Revenues for their payment. The Bonds are payable solely from the Pledged Revenues, and do not constitute outstanding indebtedness of the Authority, nor exhaust its debt-incurring power under any debt limitation. None of the covenants, agreements, representations and warranties contained in this Resolution shall ever impose or be construed as imposing any liability, obligation or charge against the Authority (except the Pledged Revenues) or against the general credit of the Authority, payable out of the general fund of the Authority, or out of any funds derived from taxation.

SECTION 11. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the Authority and no property of the Authority shall be liable to be forfeited or taken in payment of the Bonds, but the payment of the Bonds is secured by the Pledged Revenues hereinafter pledged for the payment of the Bonds.

SECTION 12. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Resolution authorizing their issuance or any other instrument relating thereto, against any individual member of the Board or any officer or other agent of the Board, the Authority, past, present or future, either directly or indirectly through the Board, the Authority or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

SECTION 13. Authorization of Bonds. For the purpose of providing funds to pay all or a portion of the Cost of the Project, the Authority shall issue the "Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017" in the aggregate principal amount as set forth in the Certificate of the Treasurer (not to exceed \$367,310,000). The County has requested, and the Authority has agreed, that the obligation of the Authority hereunder shall be represented in the form of a single, registered, negotiable water revenue bond, i.e., the Single Bond. The registered owner thereof shall have the right to convert said Single Bond to serial registered Bonds, at its own expense. The Single Bond shall be in the form substantially as set forth in Section 28 hereof. The serial Bonds shall be in the form substantially as set forth in Section 26 hereof.

SECTION 14. Bond Details. The Bonds shall be issued in fully registered form. The Bonds shall be dated initially as of the date of delivery thereof to the County, and except as otherwise provided in Section 19 hereof, shall be issued in denominations of \$5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued with more than one maturity and interest rate). The Bonds shall be numbered from R-1 upward. The Bonds shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from their date until their respective maturity dates (or, if redeemed prior to maturity as provided below, their redemption dates) at the respective rates set forth in a certificate to be executed by the Treasurer or his or her designee on or after the date of the sale of the County Bonds and on or before the date of closing on the Bonds (the "Certificate of the Treasurer"), payable semiannually on June 1 and December 1 of each year, commencing on the first June 1 or December 1 that is at least one month following the issuance of the Bonds; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates shown below from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. Notwithstanding the foregoing, so long as the County is the registered owner of the Bonds, interest payments on the Bonds shall be made by depositing an amount sufficient to make the payment then due by wire transfer to the County Treasurer in immediately available funds, not later than one day before each interest payment date. If the County is still the registered owner of the Bonds, such payment not later than one day before each interest payment date, shall continue to be required if an escrow or trust has been established as provided in Section 47 hereof to make such payments, unless the Chief Financial Officer of the County otherwise agrees. The Bonds shall mature on the dates and the amounts of principal as designated in the Certificate of the Treasurer (not to exceed 23 years).

The principal and redemption premium, if any, on any Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the principal office of the Paying Agent or at such other office as shall be designated by the Paying Agent. Notwithstanding the foregoing, so long as the County is the registered owner of the Bonds, all principal payments shall be made by depositing with the County Treasurer, in immediately available funds, an amount sufficient

to make the payment then due, not later than one day before each principal payment date. If the County is still the registered owner of the Bonds, such payment not later than one day before each principal payment date shall continue to be required if an escrow or trust has been established as provided in Section 47 hereof to make such payment, unless the Chief Financial Officer of the County otherwise agrees.

If any Bond shall not be paid upon such presentation and surrender at or after maturity or prior redemption, it shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full, except while the County is the owner of the Bonds, it shall draw interest on the amount not paid on time at a rate per annum equal to the sum of the prime rate as quoted in The Wall Street Journal (or average thereof, if more than one prime rate is quoted), plus one percent. Except as provided herein with respect to payments while the County is the owner of the Bonds and except as provided in Section 19, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day) to the registered owner thereof at his or her address as shown on the registration records kept by the Registrar as of the close of business on the Regular Record Date; but any such interest not so timely paid shall cease to be payable to the registered owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the registered owner thereof at his or her address as shown on the registration records of the Registrar as of the close of business on the Special Record Date. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than ten days prior thereto by first-class mail to each such registered owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the registered owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

SECTION 15. Prior Redemption or Prepayment Option.

A. Optional Redemption or Prepayment. Bonds, or portions thereof (\$5,000 or any integral multiple), or, if a Single Bond is issued as provided herein, installments of principal, maturing on or after the date set forth in the Certificate of the Treasurer shall be subject to redemption prior to their respective maturities, at the option of the Authority, on and after the date set forth in the Certificate of the Treasurer, in whole or in part at any time from any maturities selected by the Authority and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed, accrued interest thereon to the redemption date, and a premium, if any, as set forth in the Certificate of the Treasurer.

If a Single Bond is issued to evidence the Bonds as herein provided, installments of principal due on and after the date set forth in the Certificate of the Treasurer shall be subject to prepayment on and after the date set forth in the Certificate of the Treasurer, or in part, at any time in amounts of \$5,000 or any multiple thereof and from any maturities as are selected by the Authority, at the same prices and terms as if such Single Bond were evidenced by the \$5,000 denomination Bonds designated above.

B. Partial Redemption. In the case of Bonds in a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to subsection (A) hereof, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the Authority (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as is deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond so called for prior redemption shall likewise be stamped or otherwise identified.

SECTION 16. Notice of Redemption. Unless waived by any registered owner of a Bond to be redeemed, notice of prior redemption shall be given by the Registrar, by electronic mail if Cede & Co. or another nominee of a securities depository is the registered owner of the Bonds, and

otherwise by first class, postage prepaid mail, at least 30 days but not more than 60 days prior to the redemption date to the registered owner of any Bond all or a part of which is called for prior redemption at his, her, or its address as it last appears on the registration records kept by the Registrar. If at the time of any redemption the County owns all of the then outstanding Bonds, such notice shall be given to the County Treasurer at least 75 days before the date fixed for redemption. Actual receipt of mailed notice by any owner of Bonds shall not be a condition precedent to redemption of such Bond or Bonds. Failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. A certificate by the Registrar that such notice has been given as herein provided shall be conclusive against all parties.

All official notices of redemption shall be dated and shall state:

- A. the redemption date,
- B. the redemption prices,
- C. if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed (or, if a Single Bond evidences the Bonds, the installments of principal to be repaid),
- D. that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption (or installments of principal to be repaid), and that interest thereon shall cease to accrue from and after said date, and
- E. the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent (accrued interest to the redemption date being payable by mail or as otherwise provided in this Resolution).

Prior to or on any redemption date, the Authority shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by

the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent, on or before the date fixed for redemption, of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

SECTION 17. Negotiability. Subject to the registration and payment provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each registered owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 18. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 19 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the registered owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 14 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the registered owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or

transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charge shall be made in the case of an exchange resulting from an optional prior redemption of a Bond.

B. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the date of mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the date of such mailing, or (ii) any Bond after the mailing of notice calling such Bond, or any portion thereof, for redemption as herein provided.

C. The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 14 hereof with respect to interest payments), and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the Authority may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Board, upon request.

F. The Registrar shall maintain at his office so long as the Bonds are evidenced by a Single Bond, a registration record for the Single Bond showing the name and address of the registered owner, the amounts and dates of any principal prepayments on the Single Bond, and the dates of any transfers of the Single Bond. The Registrar shall permit at all reasonable times the

transfer of ownership of the Single Bond on presentation of the Single Bond at his office together with a written request for transfer signed by the registered owner or his attorney duly authorized in writing in a form satisfactory to the Registrar. Any such transfer shall be noted on the registration record and on the registration panel on the back of the Single Bond. No transfer shall be permitted within 30 days of any principal or interest payment date nor within 75 days of any date on which the Authority is prepaying all or any portion of the principal of the Single Bond.

G. Upon written request of the registered owner of the Single Bond or his attorney duly authorized in writing, in form satisfactory to the Paying Agent, the Authority shall issue at the registered owner's expense and within 60 days from the date of such request, definitive negotiable registered bonds in the form provided by Section 26 and in the denominations of \$5,000 each or any integral multiple thereof, requested by the registered owner, in an aggregate principal amount equal to the amount of unpaid principal of the Single Bond and of like tenor and date, and with the maturities, interest rates and terms otherwise prescribed by this Resolution for such Bonds.

SECTION 19. Use of Depository.

A. In the event the Bonds are issued as serial Bonds as provided in Section 26 hereof, the Authority may provide for the Bonds to be issued in book entry only form in which case the Bonds shall be evidenced by one Bond for each year in which the principal of the Bonds comes due, in a denomination equal to the amount of principal coming due in that year. Such Bonds shall be registered in the name of Cede & Co. as nominee for The Depository Trust Company, the depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) To any successor of The Depository Trust Company or its nominee which successor must be both a "clearing corporation" as defined in NRS 104.8102(e), and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended;

(2) Upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the designation by the Board of another depository institution, acceptable to the Board which must be both a "clearing corporation" as defined in NRS 104.8102(e) and a qualified and registered "clearing agency" under Section 17A of the

Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

B. Upon the resignation of The Depository Trust Company or a successor depository or new depository under clause (1) or (2) of this Subsection A or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the failure by the Board, after reasonable investigation, to locate another qualified depository institution acceptable to the Board under clause (2) to carry out the functions of The Depository Trust Company or such successor or new depository. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection A hereof or in the case of designation of a new depository pursuant to clause (2) of subsection A hereof upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a single new Bond shall be issued to such successor or new depository, as the case may be, for each maturity of the Bonds then outstanding, registered in the name of such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a determination under clause (3) of subsection A hereof and the failure, after reasonable investigation to locate another depository institution for the Bonds acceptable to the Board and upon receipt of outstanding Bonds by the Registrar together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 14 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The Authority shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes of this Resolution and any applicable laws notwithstanding any notice to the contrary received by the Registrar or the Authority, and the Authority shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection A hereof.

D. The Authority and the Registrar shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the day they are due.

SECTION 20. Execution and Authentication.

A. If facsimile signatures will be used on the Bonds, prior to the execution of any Bonds, pursuant to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and pursuant to the Supplemental Bond Act, the Chair of the Authority (the “Chair”), the Treasurer and the Authority Secretary (the “Secretary”) shall each file with the Secretary of State of the State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the Authority with the manual or facsimile signature of the Chair, shall be countersigned and executed with the manual or facsimile signature of the Treasurer and shall bear a manual impression or a facsimile of an impression of the official seal of the Authority attested with the manual or facsimile signature of the Secretary.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided or, in the case of a Single Bond, the registration panel, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar’s certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

SECTION 21. Use of Predecessor’s Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the Authority, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Chair, the Treasurer and the Secretary, at

the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 22. Recital of Authority to Issue the Bonds. The Bonds are issued in conformance with the SNWA Agreements, NRS 277.0745, the Supplemental Bond Act, the Bond Act, and all other applicable provisions of Nevada law, and the members of the Authority have contracted with the Authority in the SNWS Operating Agreement to make payments from the revenues of the water systems of the members of the Authority, which in the aggregate are fully sufficient to pay the Bond Requirements of the Bonds; and therefore, the Board is authorized to issue the Bonds.

SECTION 23. Reserved.

SECTION 24. Bond Execution. The Chair, the Treasurer and the Secretary are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 25. Registration. The Registrar shall maintain the registration records of the Authority for the Bonds, showing the name and address of the owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, principal amount and Bond number.

SECTION 26. Serial Bond Form. Subject to the provisions of this Resolution, the serial Bonds shall be in substantially the following form with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Resolution, or be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Serial Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**SOUTHERN NEVADA WATER AUTHORITY
WATER REVENUE REFUNDING BOND
SERIES 2017**

No. _____ \$ _____

Interest Rate **Maturity Date** **Dated As of** **CUSIP**
_____ % ____ 1, ____ _____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

The Southern Nevada Water Authority, a political subdivision of the State of Nevada (the "Authority" and the "State", respectively), in Clark County, Nevada, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption) and to pay interest thereon on June and December 1 of each year, commencing on _____, 2017, at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided for. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of this Bond. The principal on this Bond is payable upon presentation and surrender hereof at the principal office of the Authority's paying agent (the "Paying Agent") or at such other office as may be designated by the Paying Agent, presently the Authority's Treasurer, in Las Vegas, Nevada, who is also now acting as the Authority's Registrar (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond is registered (the "registered owner") in the registration records of the Authority maintained by the Registrar, at the address appearing thereon, as of the close of business on the fifteenth day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. If the payment of any installment of principal of this Bond is not made when due, interest on such installment shall continue at the interest rate for such installment referred to above until such principal installment is paid in full. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

This Bond may not be exchanged or transferred except in circumstances specified in the resolution of the Board of Directors of the Authority (the "Board") authorizing the issuance of the Bonds of the series of which this Bond is one (the "Bonds") and designated in Section 1 thereof as the "2017 Revenue Refunding Bond Resolution" (the "Resolution") and only at the times and subject to payment of the charges specified in the Resolution.

The Authority, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Resolution with respect to Regular and Special Record Dates for the payment of interest.

The Bonds maturing on and after the date set forth in the Certificate of the Treasurer are subject to redemption prior to their respective maturities at the option of the Authority on and after the date set forth in the Certificate of the Treasurer in whole or in part (\$5,000 or any integral multiple thereof) at any time from such maturity or maturities selected by the Board, and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed and accrued interest thereon to the redemption date, plus a premium, if any, as set forth in the Certificate of the Treasurer.

Notice of redemption, unless waived, will be given by the Registrar by electronic mail if Cede & Co. or another nominee of a securities depository is the registered owner of the Bonds, and otherwise by first class, postage prepaid mail, at least 30 days but not more than 60 days prior to the redemption date to the registered owner of any Bond all or a part of which is called for prior redemption at his, her, or its address as it last appears on the registration records kept by the Registrar. Notice of redemption having been given as aforesaid, the Bonds or portions thereof so called for redemption and for which payment has been provided shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions thereof shall cease to bear interest.

This Bond must be registered in the name of the registered owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Resolution. No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

The Bonds are issued by the Authority upon its behalf and upon the credit thereof for the purpose of defraying the Cost of the Project as defined in the Resolution (the "Project"), all as more fully described in the Resolution, under the authority of and in full compliance with the Constitution and laws of the State and pursuant to the Resolution.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Authority in the issuance of this Bond. This Bond is issued pursuant to the interlocal agreements described in the Resolution entered into pursuant to

the provisions of NRS Chapter 277, NRS 277.0745, NRS Chapter 348, and NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 thereof as the Local Government Securities Law.

Payment of the principal and interest on the Bonds (the “Bond Requirements”) is secured by a pledge of revenues, (herein, the “Pledged Revenues”) derived by the Authority, as more specifically provided in the Resolution.

The Bonds are equally and ratably secured by such pledge of the Pledged Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to the superior and parity liens of any obligations issued superior to or on a parity with the Bonds. Additional securities and other obligations may be issued, incurred and made payable from Pledged Revenues having a lien thereon superior to, subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Resolution.

Reference is made to the Resolution for an additional description of the nature and extent of the security for this Bond, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owner of this Bond with respect thereto, the terms and conditions upon which this Bond is issued, and a statement of rights, duties, immunities, and obligations of the Authority, and other rights and remedies of the owners of this Bond.

To the extent and in the respects permitted by the Resolution, the provisions of the Resolution may be amended or otherwise modified by action of the Authority taken in the manner and subject to the conditions and exceptions prescribed in the Resolution. The pledge of Pledged Revenues under the Resolution may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Resolution or other instrument pertaining thereto against any individual member of the Board, or any officer or other agent of the Authority, past, present, or future, either directly or indirectly through the Board, or the Authority or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Board of Directors of the Southern Nevada Water Authority in the County of Clark and State of Nevada, on behalf of the Southern Nevada Water Authority, has caused this Bond to be executed in its name with the manual or facsimile signature of the Chair of its Board of Directors, to be attested, signed and executed with a manual or facsimile signature of the Secretary of the Board of Directors, has caused a manual or facsimile impression of the seal of the Authority to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the Authority Treasurer, all as of _____, 2017.

SOUTHERN NEVADA WATER AUTHORITY

By: (Manual or Facsimile Signature)

Mary Beth Scow, Chair, Board of Directors
Southern Nevada Water Authority

Countersigned:

(MANUAL OR FACSIMILE
AUTHORITY SEAL)

(Manual or Facsimile Signature)

Julie A. Wilcox, Treasurer
Southern Nevada Water Authority

Attest:

(Manual or Facsimile Signature)

John J. Entsminger, Secretary
Southern Nevada Water Authority

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Resolution, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

SOUTHERN NEVADA WATER AUTHORITY

By (Manual Signature)
Julie A. Wilcox, Treasurer

(End of Form of Registrar's Certificate of Authentication for Bonds)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the Authority, in accordance with the terms of the Resolution authorizing the issuance of this Bond.

<u>Date of Prepayment</u>	<u>Principal</u>	<u>Signature of Authorized Representative of DTC</u>

(End of Form of Prepayment Panel)

(Form of Assignment for Serial Bond)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the record kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Date Guaranteed:

Name of Transferee:

Address of Transferee:

Social Security or other tax
identification number of
Transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment)

SECTION 27. Use of Single Bond. Notwithstanding the foregoing provision, the Bonds shall be initially evidenced by a single registered Bond, numbered R-1, which Single Bond shall be manually signed and executed in the name of and on behalf of the Authority by the Chair, countersigned and manually subscribed by the Treasurer, with the seal of the Authority affixed thereto and attested and manually signed by the Secretary. The principal installments, interest and any prior redemption premiums on the Single Bond shall be paid by check, draft or warrant made to the order of the registered owner of the Single Bond and mailed to the address of the registered owner shown on the Bond registration records of the Paying Agent on or before such payment date, or if such payment date is not a business day, on or before the next succeeding business day. Notwithstanding the foregoing, so long as the County is the registered owner, such payment shall be made by depositing by wire transfer to the County Treasurer, in immediately available funds, an amount sufficient to make the payment then due, not later than one day before each payment date. If the County is still the registered owner of the Bonds, such payment not later than one day before each payment date shall continue to be required if an escrow or trust has been established as provided in Section 47 hereof to make such payment, unless the Chief Financial Officer of the County otherwise agrees.

The final installment of principal on the Single Bond shall be made only upon surrender of the Single Bond at the office of the Paying Agent. The Single Bond shall mature in installments of principal, bear interest and be subject to prepayments of installments of principal, substantially as provided in Sections 14 through 25 hereof. If a portion of principal of the Single Bond is called for prior redemption, no payment of the principal or redemption price or interest on the Single Bond, due on or after the date fixed for redemption shall be made unless the Single Bond is presented to the Paying Agent and notation of the installments of principal so called for prior redemption is made on such Single Bond. The Single Bond must be registered in the name of its owner and may be assigned by the registered owner in the manner and with the effect set forth in the provisions for registration contained in the form thereof hereinafter set forth. The Authority shall pay to the County such amounts as are necessary to pay the Authority's share of the County's cost of paying the County Bonds which are issued to fund the Bonds, including without limitation the Authority's share of paying agent fees.

SECTION 28. Form of Single Bond. The Single Bond shall be in substantially the following form, said form to be completed with necessary or appropriate variations, insertions, omissions, or endorsements consistent with the provisions of this Resolution:

(Form of Single Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**SOUTHERN NEVADA WATER AUTHORITY
WATER REVENUE REFUNDING BOND
SERIES 2017**

No. R-1

\$ _____

The Southern Nevada Water Authority (the "Authority"), a political subdivision of the State of Nevada (the "State"), in Clark County, Nevada, for value received hereby acknowledges itself to be indebted and promises to pay to Clark County, Nevada, c/o the County Treasurer, Clark County Bond Bank, or registered assigns, the original principal sum of

_____ **DOLLARS AND 00/100**

in installments of principal in the amounts and years as provided in the resolution authorizing the issuance of the Bonds adopted by the Board of Directors of the Authority (the "Board") and designated in section 1 thereof as the "2017 Revenue Refunding Bond Resolution" (the "Resolution") in lawful money of the United States of America, together with interest on the unpaid installments of principal from the date of delivery of this Bond appearing below until payment of such installments of principal shall have been discharged as provided in the Resolution, at the interest rates designated in the Resolution and the Certificate of the Treasurer for such installments appearing in the Resolution, said interest being payable on June 1 and December 1 of each year commencing on _____, 2017, and said installments of principal bearing interest at the rates, and being payable on June 1 of the years and in amounts as designated in the Resolution and the Certificate of the Treasurer.

The principal of, interest on and any prior redemption premiums due in connection with this Bond (the "Bond Requirements") are payable by check, draft or warrant made to the order of the registered owner hereof and mailed by the Treasurer of the Authority or any successor thereto as paying agent for this Bond (the "Paying Agent") to the address shown for the registered owner on the registration records of the Treasurer of the Authority or any successor thereto as registrar for the Bond (the "Registrar"). Notwithstanding the foregoing, so long as the County is the registered owner, such payment shall be made by depositing with the County Treasurer, not later than one day before each payment date, an amount sufficient to make the payment then due. If the County is still the registered owner of the Bonds, such payment not more than one day before such payment date shall continue to be required if an escrow or trust has been established as provided in Section 47 of the Resolution to make such payment, unless the Chief Financial Officer of the County otherwise agrees. If any payment date is not a business day, payment may be made on or before the next succeeding business day. If payment of any installment of principal of this Bond is not made when due, interest on such installment shall continue at the interest rate per annum equal to the sum of the prime rate as quoted in The Wall Street Journal (or average thereof, if more than one prime rate is quoted) plus one percent, until such principal installment is paid in full. The final installment of

principal on this Bond is payable only on presentation and surrender of this Bond at the office of the Paying Agent.

This single bond is one of a duly authorized issue of bonds of the Authority (the "Bond") to defray, in part the Cost of the Project, as defined in the Resolution (the "Project"), as more fully described in the Resolution, under the authority of and in full compliance with the constitution and laws of the State, and pursuant to the Resolution.

This Bond is issued pursuant to the interlocal agreements described in the Resolution entered into pursuant to the provisions of NRS Chapter 277, NRS 277.0745, NRS Chapter 348, and NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 thereof as the Local Government Securities Law.

Installments of principal of the Bonds maturing on or before the date set forth in the Certificate of the Treasurer are subject to payment prior to their due dates, at the option of the Authority on and after the date set forth in the Certificate of the Treasurer, in whole or in part, at any time in amounts of \$5,000 or any multiple thereof from any maturities selected by the Authority, at a price equal to the principal amount prepaid, accrued interest to the prepayment date, and a premium, if any, as set forth in the Certificate of the Treasurer.

Prepayment shall be made on not less than 30 days' prior mailed notice in the manner and upon the conditions provided in the Resolution; provided, however, if Clark County, Nevada is the owner hereof, not less than 75 days prior mailed notice of any prepayment shall be given. If a prepayment is made on the Bond as specified in the Resolution, interest shall cease to accrue on the amount prepaid from and after the date fixed for prepayment. If a portion of the principal of the Bond is called for prepayment, no payment of the principal of, interest on or prior redemption premium due in connection with the Bond due on and after the prepayment date shall be made unless this Bond is presented to the Paying Agent and notation of the installments of principal so called for prepayment panel appended hereto.

It is hereby certified and recited that all of the requirements of law have been fully complied with by the proper officers of the Authority in the issuance of this Bond. Payment of the principal of and interest on this Bond (the "Bond Requirements") is secured by a pledge of the revenues (herein called the "Pledged Revenues") derived by the Authority, as more specifically provided in the Resolution.

The Bonds are equally and ratably secured by such pledge of the Pledged Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to the superior and parity liens of any obligations issued superior to or on a parity with the Bonds. Additional securities and other obligations may be issued, incurred and made payable from Pledged Revenues having a lien thereon superior to, subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Resolution.

Reference is made to the Resolution for an additional description of the nature and extent of the security for the Bonds, the accounts, funds, or revenues pledged, the nature and extent

and manner of enforcement of the pledge, the rights and remedies of the registered owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities, and obligations of the Authority, and other rights and remedies of the owners of the Bonds.

To the extent and in the respects permitted by the Resolution, the provisions of the Resolution may be amended or otherwise modified by action of the Authority taken in the manner and subject to the conditions and exceptions prescribed in the Resolution. The pledge of Pledged Revenues under the Resolution may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

This Bond shall not be entitled to any benefits under the Resolution, or be valid or obligatory for any purpose until the registration panel appended hereto shall have been manually signed on behalf of the Registrar.

This Bond is fully transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolution, and upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Any such transfer shall be noted in the registration records of the Authority maintained by the Registrar and noted on the registration panel appended hereto. The Registrar shall not be required to register the transfer of this Bond during the seventy-five days next preceding any date fixed for the prepayment of principal installments or during the thirty days next preceding any date for the payment of principal of or interest on this Bond.

On written request of the registered owner hereof or his attorney duly authorized in writing in a form satisfactory to the Registrar, the Authority shall issue, at the registered owner's expense and within 60 days from the date of such request, negotiable, registered bonds in the denomination of \$5,000 each or any multiple thereof in an aggregate principal amount equal to the amount of unpaid principal of this Bond, such Bonds maturing at the same times as, and bearing interest at the same interest rates, and otherwise containing such terms, limitations and conditions prescribed in and being in the form provided in the Resolution.

No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Resolution, against any individual member of the Board, or any officer or other agent of the Authority or, past, present or future, either directly or indirectly through the Board, the Authority, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the Board of Directors of the Southern Nevada Water Authority, Clark County, Nevada, on behalf of the Southern Nevada Water Authority, has caused this Bond to be executed in its name by the manual or facsimile signature of the Chair of the Board and by the manual or facsimile signature of its Authority Treasurer, and attested by the manual or facsimile signature of its Board Secretary and has caused the seal of the Authority to be reproduced hereon, all as of _____, 2017, i.e., the date of delivery of the Bond.

SOUTHERN NEVADA WATER AUTHORITY
CLARK COUNTY, NEVADA

By _____ (Manual or Facsimile Signature)
Mary Beth Scow, Chair, Board of Directors
Southern Nevada Water Authority

Countersigned:

(SEAL)

By _____ (Manual or Facsimile Signature)
Julie A. Wilcox, Treasurer
Southern Nevada Water Authority

Attest:

(Manual or Facsimile Signature)
John J. Entsminger, Secretary
Southern Nevada Water Authority

(End of Form of Single Bond)

(Form of Registration Panel for Single Bond)

MANDATORY REGISTRATION FOR PAYMENT
AS TO PRINCIPAL AND INTEREST

The within single bond is registered in the office of the Authority Treasurer, as Registrar in the name of the last owner listed below, and the principal amount of the bond and interest thereon shall be payable only to such owner, all in accordance with the within-mentioned Resolution.

<u>Date of Registration</u>	<u>Name of Owner</u>	<u>Address of Owner</u>	<u>Signature of Registrar</u>
_____	Clark County, Nevada, c/o County Treasurer, Clark County Bond Bank	County Treasurer, 500 South Grand Central Parkway, Las Vegas, Nevada 89106	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Registration Panel)

(Form of Principal Prepayment Panel on Single Bond)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Single Bond have been prepaid by the Southern Nevada Water Authority, Clark County, Nevada, in accordance with the terms of the within-mentioned Resolution.

<u>Date of Prepayment</u>	<u>Due Date of Installments (or portions thereof)</u>	<u>Principal Amount Prepaid</u>	<u>Signature of Paying Agent</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Principal Prepayment Panel)

(Form of Assignment for Single Bond)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the record kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Date Guaranteed:

Name of Transferee:

Address of Transferee:

Social Security or other tax
identification number of
Transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Form of Assignment)

SECTION 29. Delivery of the Single Bond; Deposit of Proceeds. When the Single Bond has been duly executed, the Treasurer shall deliver it to the County upon receipt of evidence that the prepayment panel on the Refunded Bonds reflects the principal amounts of any of the 2008 Bonds being refunded, as stated in the Certificate of the Treasurer, plus payment to the Authority of the amount of the costs of issuance agreed upon by the Treasurer. The Treasurer shall register the Single Bond in the name of the County on the Bond registration records of the Registrar and make notation of such registration on the registration panel appended to the Single Bond. The Treasurer shall cause the proceeds of the Bonds to be deposited into the Costs of Issuance Account, hereinafter created. Moneys in the Costs of Issuance Account shall be used solely to defray wholly or in part the Cost of the Project, which the Board hereby determines are necessary and desirable and appertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Costs of Issuance Account shall be deposited into the Bond Fund hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 30. Permitted Investments; Use of Investment Gain. Monies deposited in any fund or account created by this Resolution may be invested in any investments permitted under State law, as amended. Any gain from any investment and any reinvestment of any moneys accounted for in a fund pursuant to this Resolution, shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Bond Fund, the Costs of Issuance Account, the Rebate Account (hereafter created) or the Authority's general fund as directed by the Board or the Treasurer.

SECTION 31. Prevention of Bond Default. The Treasurer shall use any Bond proceeds credited to the Costs of Issuance Account, without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Board of any such use.

SECTION 32. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the proper completion of the Project. The Purchaser of the Bonds, any

associate thereof, and any subsequent registered owner of any Bond shall in no manner be responsible for the application or disposal by the Authority or by any of their officers, agents and employees of the proceeds derived from the sale of the Bonds or of any other moneys herein designated.

SECTION 33. Creation of SNWA Funds. There are hereby created or continued separate accounts to be held by the Treasurer of the Authority designated respectively as the:

- (1) “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017, Costs of Issuance Account” (the “Costs of Issuance Account”);
- (2) “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017, Bond Fund” (the “Bond Fund”);
- (3) “Southern Nevada Water Authority, Operation and Maintenance Fund” (the “O & M Fund”);
- (4) “Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2017 Rebate Account (the “Rebate Account”); and
- (5) “Southern Nevada Water Authority, Water Revenue Fund” (the “Revenue Fund”).

SECTION 34. Pledge of Revenues. Subject only to the right of the Authority to cause amounts to be withdrawn to pay the Cost of the Project as provided herein, the Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Resolution, excluding, however, those funds held in the Rebate Account, are hereby pledged to secure the payment of the Bond Requirements of the Bonds; and this pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the Authority and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Authority, except for the superior lien obligations; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority (except as herein otherwise provided) irrespective of whether such parties have notice thereof. The lien of this pledge for the Bonds, the parity bonds and any parity bonds hereafter authorized shall be equally and ratably secured by the pledge of the Pledged

Revenues hereunder, and the Bonds, the parity bonds and any parity bonds hereafter issued are not entitled to any priority one over the other in the application of Pledged Revenues.

SECTION 35. Revenue Fund. All Pledged Revenues received by the Authority from the sale or distribution of water, connection charges or otherwise derived from the Water System, shall be paid into the Revenue Fund, and no disbursements shall be made from the Revenue Fund except as provided in this Resolution.

SECTION 36. Operation and Maintenance Fund. First, payments shall be made, as necessary, from the Revenue Fund to the O & M Fund. The necessary and reasonable costs of the operation and maintenance expenses of the Water System shall be paid from the revenues prior to the payment of principal and interest on the superior lien obligations and the sums for other funds as provided in this Resolution. Moneys required for said operation and maintenance expenses shall from time to time be set aside from the Revenue Fund and transferred to the O & M Fund. The maintenance and operation expenses of the Authority shall be paid from the O & M Fund.

SECTION 37. Superior Lien Obligations. Second, payments shall be made, as required, from the Revenue Fund for the superior lien obligations, including any reserves therefor, together with any amounts required to be paid to the United States in compliance with Section 148(f) of the Tax Code for the superior lien obligations.

SECTION 38. Bond Fund. Third, and concurrently with the transfers to the bond funds created with respect to the parity bonds and any parity lien obligations outstanding and hereafter issued, the following transfers shall be made to the Bond Fund:

A. Monthly, commencing on the fifteenth day of the month immediately succeeding the delivery of any of the Bonds, an amount in equal monthly installments necessary together with any other moneys from time to time available therefor from whatever source to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds then outstanding; and

B. Monthly, commencing on the fifteenth day of the month immediately succeeding the delivery of any of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source to pay the

next maturing installment of principal of the Bonds then outstanding, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of principal of the Bonds then outstanding.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as such Bond Requirements become due.

SECTION 39. Rebate Account. Fourth, and concurrently with transfers to the rebate accounts created with respect to the parity lien obligations and any parity lien obligations hereafter issued there shall be credited to the Rebate Account and any rebate account created for the parity lien obligations, such amounts as are required to be deposited in each and to the Rebate Account such amounts as are required to be deposited therein to meet the Authority's obligations under Covenant 10 contained in Section 46, hereof, in accordance with Section 148(f) of the Tax Code. Such deposits shall be made at such times as are required by Section 148(f) of the Tax Code and amounts in the Rebate Account shall be used for the purpose of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in the Rebate Account in excess of those required to be on deposit therein may be withdrawn therefrom and deposited into the Revenue Fund.

SECTION 40. Termination of Deposits; Defraying Delinquencies.

A. No payment need be made into the Bond Fund if the amounts in the Bond Fund equal a sum at least equal to the entire amount of the outstanding Bonds as to all Bond Requirements to their respective maturities both accrued and not accrued, in which case moneys in such fund in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities from the time of any such investment to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Bond Requirements, shall be used, together with any such gain from such investments, solely to pay such Bond Requirements as the same become due.

B. If at any time the Authority shall for any reason fail to pay into the Bond Fund or the Rebate Account the full amount above stipulated from the Pledged Revenues, then an amount shall be paid first into the Bond Fund and second into the Rebate Account at such time equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated, from the first Pledged Revenues available therefor. If securities (other than the Bonds)

are outstanding, the payment of which are secured by a lien on the Pledged Revenues which lien is on a parity with the lien hereon of the Bonds, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a bond fund, reserve fund or rebate account therefor, then the moneys replaced in such bond fund, reserve fund or rebate account shall be replaced on a pro rata basis related to the principal amount of the then outstanding Bonds and the then outstanding other parity securities, as moneys become available therefor, first into all of such bond and reserve funds and second into all such rebate accounts.

SECTION 41. Use of Remaining Revenues. After the payments hereinabove required to be made, any remaining Pledged Revenues in the Revenue Fund may be used for the payment of any other securities payable from the Pledged Revenues, for any one or any combination of lawful purposes relating to the Water System, or otherwise, as the Authority may from time to time determine, including, without limitation, the payment of any bond requirements of any bonds or other securities relating to the Water System, including, any subordinate lien obligations.

SECTION 42. Lien of the Bonds. The SNWA's obligation to make payments of debt service on the Bonds is a special obligation of the SNWA, payable from and secured solely by a lien on the Pledged Revenues. The lien of the Bonds on Pledged Revenues is a lien (but not necessarily exclusive lien) subject only to and after the prior liens on the Pledged Revenues to pay the obligations described in clauses (a), (b), (c), (d) of subsection 1 of Section 3 of Chapter 393, Statutes of Nevada, 1995 (the "Transfer Act"). The lien of the Bonds and the SNWA Parity Bonds on the Pledged Revenues is on a parity with the lien on Pledged Revenues which has been granted to the Las Vegas Valley Water District ("LVVWD") pursuant to the LVVWD Bond Repayment Agreement to secure the payment of LVVWD Bonds heretofore issued and issued in the future for the benefit of SNWA.

SECTION 43. Issuance of Superior Lien Obligations or Parity Lien Obligations. This Resolution does not limit the SNWA's ability to incur additional obligations with a lien on Pledged Revenues that is superior to the lien thereon of the Bonds and the SNWA Parity Bonds if the additional obligations are described in clauses (a), (b) or (c) of subsection 1 of Section 3 of the Transfer Act, nor does this Resolution limit the SNWA's ability to issue or incur additional parity obligations pursuant to the LVVWD Master Bond Repayment Agreement. In addition, nothing herein prevents the incurrence by the SNWA of other additional obligations which have a lien on

Pledged Revenues that is superior to or on a parity with the lien thereon of the Bonds and the SNWA Parity Bonds, subject to the following:

A. If the County is then the owner of all of the then outstanding Bonds and the SNWA Parity Bonds, the written consent of the County to the issuance of such obligations is obtained; or

B. If the County is not then the owner of all of the then outstanding Bonds and the SNWA Parity Bonds:

(1) At the time of the adoption of the resolution authorizing the incurrence of the other additional obligations, the SNWA shall not be in default in making any payments required to be made with respect to the Bonds and the SNWA Parity Bonds; and

(2) Either:

(a) The Pledged Revenues (subject to adjustment as hereinafter provided) derived in the fiscal year immediately preceding the date of incurrence of the additional obligations shall have been at least sufficient to pay an amount equal to the combined maximum annual principal and interest requirements of the outstanding Bonds and any other outstanding superior lien obligations and parity lien obligations, and the obligations proposed to be incurred; or

(b) The Pledged Revenues (subject to adjustment as hereinafter provided) projected by the SNWA's General Manager or an independent accountant or consulting engineer to be derived in the later of (i) the fiscal year immediately following the fiscal year in which the additional obligations are issued or (ii) the first fiscal year in which no interest has been capitalized for the payment of the additional obligations, will be sufficient to pay at least an amount equal to the principal and interest requirements (to be paid during that fiscal year) of the Bonds, any other outstanding parity lien

obligations and superior lien obligations and the obligations proposed to be incurred.

(3) In any determination of whether or not other additional obligations may be incurred in accordance with the foregoing earnings test, the respective annual principal (or redemption price) and interest requirements shall be reduced to the extent such requirements are scheduled to be paid with moneys held in trust or in escrow for that purpose by any trust bank within or without the State, including the known minimum yield from any investment in Federal Securities.

(4) A written certification or written opinion based upon estimates, as provided above, that the Pledged Revenues when adjusted as above provided are sufficient to pay the amounts as provided above, shall be conclusively presumed to be accurate in determining the right of the SNWA to authorize and incur such other additional obligations.

C. In connection with the authorization of any such other additional obligations the Board may on behalf of the SNWA adopt any additional covenants or agreements with the holders of such additional obligations; provided, however, that no such covenant or agreement may be in material conflict with the covenants and agreements of the SNWA herein. Any finding of the Board to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the requirements of this Subsection C have been met.

D. The SNWA may also incur other additional obligations that have a lien on Pledged Revenues that is superior to or on a parity with the lien thereon of the Bonds and the SNWA Parity Bonds without complying with the requirements of Subsections A or B hereof for the purpose of refunding any outstanding obligations that are secured by a lien on Pledged Revenues if:

(1) The refunding obligations do not increase for any fiscal year the aggregate principal and interest requirements evidenced by the refunding obligations and by the outstanding obligations not refunded on and before the last maturity date or last redemption date, if any, whichever is later, of the bonds; and

(2) The lien of any refunding obligations on the Pledged Revenues is not raised to a higher priority than the lien thereon of the obligations thereby refunded.

SECTION 44. Subordinate Obligations Permitted. Nothing herein prevents the Authority from issuing additional bonds or other additional securities payable from the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds and the SNWA Parity Bonds.

SECTION 45. Issuance of Refunding Securities. At any time after the Bonds, or any part thereof, are issued and remain outstanding, if the Authority shall find it desirable to refund any outstanding Bonds or other outstanding parity or superior securities, such Bonds or other securities, or any part thereof, may be refunded if one or more of the tests described in Section 43 herein are met.

SECTION 46. Protective Covenants. The Authority hereby particularly covenants and agrees with the registered owners of the Bonds and makes provisions which shall be a part of its contract with such registered owners to the effect and with the purposes set forth in the following provisions of this Section:

Covenant 1. Completion of Project. Simultaneously with the delivery of the Bonds, the Authority shall deposit Bond proceeds in the Costs of Issuance Account as provided in Section 29 herein, and proceed to complete the Project with all due diligence.

Covenant 2. Enforcement of SNWA Agreements. The Authority shall enforce the terms of the SNWA Agreements, and shall not consent to an amendment of those agreements which would reduce or delay the receipt of Pledged Revenues by the Authority.

Covenant 3. Operation of Water Facilities. The Authority shall at all times operate the Water System in a sound and economical manner and shall maintain, preserve and keep the same, with appurtenances and every part and parcel thereof, properly or cause the same to be so maintained, preserved and kept, in good repair, working order and condition, and will from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Water System may be properly and advantageously conducted.

Covenant 4. Sale or Encumbrances. The works and properties of the Authority shall not be sold or leased or otherwise disposed of as a whole, or substantially as a whole,

unless such sale, lease or other disposition be so arranged as to provide for a continuance of payments into the Bond Fund at least sufficient in amount to provide the sums required for such Bond Fund under the terms of this Resolution.

Covenant 5. Insurance. To the extent the Authority determines it is economically feasible to do so, the Authority shall at all times self-insure or maintain with responsible insurers all such insurance or other appropriate protection as is customarily maintained with respect to works and properties of like character against loss of or damage to such works or properties and against public or other liability to the extent reasonably necessary to protect the interest of the Authority and the registered owners of the Bonds. In determining the adequacy of its insurance, the Authority may take into account any federal programs that would be available to the Authority in the event of a loss. If any useful part of the works and properties of the Authority shall be damaged or destroyed, the Authority shall repair or replace the damaged works or properties so as to restore the same to use if necessary in order to produce revenues sufficient to comply with the Covenant 8, Rates and Charges, below. The proceeds of any insurance policies covering any such loss or damage shall be payable to the Authority, and shall be applied to the Authority's reasonable and necessary reconstruction costs and, to the extent not so applied, shall be paid into the Revenue Fund and used in the same manner as other moneys in said fund.

Covenant 6. Records and Accounts. The Authority will keep proper books of record and account, in accordance with sound accounting practice, in which complete and correct entries shall be made of its works and properties and the revenues received therefrom; which, together with all other books, papers and properties of the Authority shall at all times be subject to the reasonable inspection of the registered owner or owners of not less than ten percent (10%) in principal amount of the Bonds then outstanding or their representatives duly authorized in writing. The Authority will cause its books and accounts to be audited annually by an independent certified public accountant and will make available for inspection by the registered owners of such Bonds, at the office of the Authority Treasurer in Las Vegas, Nevada, a copy of the report of such accountant, and will also upon payment of a reasonable charge furnish a copy thereof upon request to the registered owner of any Bond.

Covenant 7. No Free Service. No water or other service from the works or properties of the Authority may be furnished or rendered by the Authority to any city, town, county,

public corporation or political subdivision of the State free, nor shall any such service be rendered at lower rates than those charged other persons for similar services; provided, however, that water may be furnished for fire protection purposes to such cities, towns, counties, public corporations or political subdivisions at lower rates, but no such rate or rates shall be less than the cost of the service, including reasonable overhead. Buildings or other property of the Authority shall not be furnished free or at any rate or charge less than the reasonable rental thereof, and shall not be sold at less than the reasonable value thereof, as determined by the Authority.

Covenant 8. Rates and Charges. The Board shall from time to time fix and collect from all users thereof, rates and charges for the connection, service, facilities and water of the Authority which will be sufficient, after making allowances for contingencies and error in the estimates, together with any funds of the Authority available to make the payments listed in A through C below which are not otherwise encumbered, to pay the following items of cost and expense in the following order:

A. The operation and maintenance expenses of the Water System;

B. All payments due on all superior lien obligations of the Authority and any reserves therefor, as the same fall due, and the payments required to be made into any sinking fund for superior lien obligations including any obligations hereafter issued on a parity with such superior lien obligations; and

C. The principal of and interest on all other parity lien obligations of the Authority and any reserves therefor, as the same fall due, and the payments required to be made into any sinking fund for parity lien obligations including the Bonds and any obligations hereafter issued on a parity with such parity lien obligations.

In calculating the amount due on any obligation for the purposes of the foregoing covenant, the Authority may take into account the expected net payments (positive or negative) on any interest rate exchange agreement entered into as a hedge with respect to a particular obligation and any expected refundings, including rollovers of commercial paper. In the case of obligations that bear interest at a variable interest rate, the Treasurer shall estimate the rate of interest on the obligations for purposes of this covenant.

Covenant 9. Tax Covenant. The Authority covenants for the benefit of the registered owners of the County Bonds that it will not take any action or omit to take any action with

respect to the County Bonds, the proceeds thereof, any other funds of the Authority or any facilities refinanced with the proceeds of the County Bonds if such action or omission (i) would cause the interest on the County Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the County Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the County Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Tax Code have been met.

Covenant 10. Inclusion of Chief Financial Officer of County on Distribution Lists. The Authority shall include the Chief Financial Officer of the County on the distribution list (i) for any series of superior securities and parity securities hereafter issued and, (ii) to the extent not otherwise included in clause (i), for any series of securities or other obligations hereafter issued that the Authority is obligated to repay pursuant to the LVVWD Bond Repayment Agreement. For purposes of this covenant, “distribution list” shall mean the electronic mail group consisting of Authority staff, financial advisors, and legal counsel involved in reviewing documents related to the issuance of the types of securities described in this covenant. Including the Chief Financial Officer of the County on any such distribution list shall not obligate the County to review any documents distributed by the Authority to the County in connection with the issuance of any such securities nor imply that the County has approved or endorsed the issuance of any such securities.

SECTION 47. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the Authority has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the Authority shall have exercised or shall have obligated itself to exercise its prior redemption option. The

Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Authority and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owners of the Bond at the addresses last shown on the registration records for the Bond maintained by the Registrar.

SECTION 48. Remedies for Enforcement. In addition to all other remedies provided by law or in equity, any registered owner of a Bond of the Authority, including a trustee for such registered owners, shall have the right, subject to any contractual limitation binding upon such registered owners or trustee, and subject to the prior or superior rights of others:

A. By mandamus or other suit, action or proceedings, at law or in equity, to enforce his or her right against the Authority and the Board, including the right to require the Authority and the Board to fix and collect rates and charges adequate to carry out any agreement as to, or pledge of, the revenues produced by such rates or charges, and to require the Authority and the Board to carry out any other covenants and agreements with the registered owners of the Bonds and to perform its and their duties pursuant to law.

B. By action or suit in equity to enjoin any acts or things which may be unlawful or a violation of the rights of the registered owners of the Bonds.

C. By action or suit in equity to require the Authority to act as if it were the trustee of an express trust for the registered owners of the Bonds.

D. By suit, action or proceeding in court exercising equitable jurisdiction to obtain the appointment of a receiver of the enterprise in which the Authority is engaged or any part or parts thereof, who may enter and take possession of such utility or any part or parts thereof, including all property, land, property rights, easements and other adjuncts of the utility, and such receiver may operate and maintain the same, and collect and receive all revenues thereafter arising therefrom in the same manner as the Authority itself might do, and shall deposit all such moneys in a

separate account or accounts and apply the same in accordance with the obligations of the Authority as the court shall direct, provided, however, no registered owner of a Bond of the Authority, including a trustee for such registered owners, shall have the right to accelerate the principal of or interest on a Bond before its due date.

SECTION 49. Consents of Bondholders. No consent or notice to the registered owners of the Bonds is required for an amendment which cures any ambiguity, formal defect or omission herein, or which is not materially adverse to the Bondholders' interests, both as determined by the Authority, which determination is conclusive absent fraud or gross abuse of discretion. The consents of the registered owners of the Bonds provided for in the remainder of this Section and Sections 50 to 57 inclusive hereof shall relate solely to the amendment, waiver or modification of covenants and provisions specified herein except as provided in Section 56 hereof and in the first sentence of this section. Any act relating to the amendment, waiver or modification of any of the said covenants or provisions consented to by the registered owners of the Bonds owning at least fifty-one percent (51%) in aggregate principal amount of outstanding Bonds, exclusive of Bonds, if any, owned by the Authority, shall be binding upon the registered owners of all of the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after such consent relating to such specified matters has been given, no registered owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Board or any officer of the Authority from taking any action pursuant thereto.

SECTION 50. Calling Bondholders' Meeting. If the Board shall desire to obtain any consent described in Section 49 hereof it shall duly adopt a resolution calling a meeting of the registered owners of the Bonds for the purpose of considering the action, the consent to which is desired.

SECTION 51. Notice of Meeting. Notice specifying the purpose, place, date and hour of such meeting shall be mailed by registered mail to each registered owner of the Bonds, such mailing to be not less than 60 days and not more than 90 days prior to the date fixed for the meeting. Such notice shall set forth the nature of the proposed action, consent to which is desired. The place,

date and hour of holding such meeting and the date of mailing such notice shall be determined by the Board, in its discretion. The actual receipt by any registered owner of notice of any such meeting shall not be a condition precedent to the holding of such meeting and failure to receive such notice shall not affect the validity of the proceedings thereat. A certificate by the Secretary, approved by resolution of the Board, that the meeting has been called and that notice thereof has been given as herein provided shall be conclusive as against all parties and it shall not be open to any registered owner to show that he or she failed to receive notice of such meeting.

SECTION 52. Voting Qualifications. The person in whose name a Bond is registered shall be conclusively deemed the owner thereof for the purpose of voting.

SECTION 53. Issuer-Owned Bonds. The Board covenants that it will present at the meeting a certificate, signed and verified by the Registrar and by the Treasurer, stating the maturities of all Bonds owned by, or held for account of, the Authority, directly or indirectly. No person shall be permitted at the meeting to vote or consent with respect to any Bond appearing upon such a certificate, or any Bond which it shall be established at or prior to the meeting is owned by the Authority, directly or indirectly, and no such Bond (in this Resolution referred to as a “issuer-owned Bond”) shall be counted in determining whether a quorum is present at the meeting.

SECTION 54. Quorum and Procedure. A representation of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding (exclusive of issuer-owned Bonds) shall be necessary to constitute a quorum at any meeting of the registered owners, but less than a quorum may adjourn the meeting, from time to time, and the meeting may be held as so adjourned without further notice, whether such adjournment shall have been had by a quorum or by less than a quorum. The Board shall, by an instrument in writing, appoint a temporary Chair of the meeting, and the meeting shall be organized by the election of a permanent Chair and a secretary. At any meeting each registered owner shall be entitled to one vote for every \$5,000 principal amount of Bonds with respect to which he or she shall be entitled to vote as aforesaid, and such vote may be given in person or by proxy duly appointed by an instrument in writing presented at the meeting. The Board, by its duly authorized representative, may attend any meeting of the registered owners, but shall not be required to do so.

SECTION 55. Vote Required. At any such meeting held as aforesaid there shall be submitted for the consideration and action of the registered owners a statement of proposed action,

consent to which is desired, and if such action shall be consented and approved by registered owners holding at least fifty-one percent (51%) in aggregate amount of the Bonds then outstanding (exclusive of issuer-owned Bonds) the Chair and the secretary of the meeting shall so certify in writing to the Board, and such certificate shall constitute complete evidence of consent of the registered owners under the provisions of this Resolution. A certificate signed and verified by the Chair and the secretary of any such meeting shall be conclusive evidence and the only competent evidence of matters stated in such certificate relating to proceedings taken at such meeting.

SECTION 56. Amendments Prohibited. Notwithstanding any provision to the contrary contained herein, no amendment to this Resolution shall permit, without the consent of the registered owners of all Bonds adversely affected thereby:

A. A change in the maturity or in the terms of redemption of the principal or any installment thereof of any outstanding Bond or any installment of interest thereon; or

B. A reduction in the principal amount of any Bond, redemption premium, if any, or the rate of interest thereon; or

C. reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the registered owners of which is required for any modification or amendment; or

D. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Resolution; or

E. The modification of or otherwise materially and prejudicially affecting the rights or privileges of the registered owners of less than all of the Bonds then outstanding.

SECTION 57. Consent of All Owners. Notwithstanding anything contained in the foregoing provisions hereof, the terms and the provisions of this Resolution or of any instrument amendatory hereof or supplemental hereto and the rights and the obligations of the Authority and of the registered owners of the Bonds hereunder may be modified or amended in any respect upon the adoption by the Authority and upon the filing with the Secretary of an instrument to that effect and with the consent of the registered owners of all the then outstanding Bonds.

SECTION 58. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Board shall reasonably determine that the Registrar or Paying Agent has become incapable of performing its duties hereunder, the Board may,

upon notice mailed to each registered owner of the Bonds at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same person or institution serve as both Registrar and Paying Agent hereunder, but the Authority shall have the right to have the same person or institution serve as both Registrar and Paying Agent.

Any successor corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this ordinance to the contrary notwithstanding.

SECTION 59. Delegated Powers. The officers of the Authority are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

- A. The printing of the Bonds;
- B. The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia,
 - (1) the signing of the Bonds,
 - (2) the tenure and identity the officials of the Authority,
 - (3) the exemption of interest on the Bonds from federal income taxation,
 - (4) the delivery of the Bonds and the receipt of the Bond purchase price, and
 - (5) if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;
- C. The completion and execution of the Certificate of the Treasurer;

D. The assembly and dissemination of financial and other information concerning the Authority and the Bonds.

SECTION 60. Continuing Disclosure Undertaking. The Authority covenants for the benefit of the holders and beneficial owners of the Bonds and the County Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the Treasurer, which is hereby authorized to be executed by the Treasurer and delivered in connection with the delivery of the Bonds.

SECTION 61. Appointment of Treasurer. The Deputy General Manager for Administration of the Authority is hereby appointed to serve as the Treasurer of the Authority for the purpose of signing as Treasurer of the Authority any bonds of the Authority and any certificates (including the Certificate of the Treasurer) related to the issuance of any bonds of the Authority. To the extent the appointment pursuant to this Section 61 conflicts with the terms and provisions of any other resolution pertaining to the appointment of a Treasurer of the Authority, including, without limitation, the resolution adopted by the Authority on September 15, 2011, such resolution is hereby repealed to the extent of any such conflict. This Section 61 shall not be construed to prohibit the Authority from appointing someone other than the Deputy General Manager for Administration to serve as Treasurer or Acting Treasurer of the Authority for the purpose of carrying out functions not covered by this Section 61. This appointment shall be in effect until such time as the General Manager appoints a Chief Financial Officer/Treasurer for the Authority.

SECTION 62. Resolution Irrepealable. After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the Authority and the registered owners of the Bonds and shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 63. Repealer. All resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, bylaw or order, or part hereof, heretofore repealed.

SECTION 64. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 65. Effective Date. This Resolution shall be effective upon its adoption.

INTRODUCED, ADOPTED AND APPROVED with the approval of each board member appointed by an SNWS purveyor member (as defined in the SNWS Operating Agreement) on this January 19, 2017.

[AUTHORITY SEAL]

Attest:

John J. Entsminger, Secretary
Southern Nevada Water Authority

Mary Beth Scow, Chair
Southern Nevada Water Authority

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

I, the duly chosen and qualified Secretary of the Southern Nevada Water Authority (the "Authority"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the Authority (the "Board") on January 19, 2017.

2. The original of the resolution has been approved and authenticated by the signatures of the Chair of the Authority and the Board and myself as Secretary of the Authority and the Board, and sealed with the seal of the Authority, and has been recorded in the minute book of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of the resolution as follows:

Those Voting Aye:

Bob Coffin
Marilyn Kirkpatrick
John Marz
Duncan McCoy
Mary Beth Scow
Steve Sisolak
Anita Wood

Those Voting Nay:

Those Abstaining:

Those Absent:

4. All members of the Board were given due and proper notice of the meeting.

5. Pursuant to NRS 241.020, written notice of the meeting was given by 9:00 a.m. at least three working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

(a) By giving a copy of the notice to each member of the Board;

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

- (i) City of Boulder City, City Hall
401 California Street
Boulder City, Nevada
- (ii) City of Henderson, City Hall
240 Water Street
Henderson, Nevada
- (iii) City of North Las Vegas, City Hall
2250 Las Vegas Boulevard North
North Las Vegas, Nevada
- (iv) City of Las Vegas, City Hall
495 South Main Street
Las Vegas, Nevada
- (v) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (vi) Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada
- (vii) Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada

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

and

(c) By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board. Such notice was deposited with the postal service used by the Board no later than 9:00 a.m. at least three working days before the January 19, 2017 meeting.

6. A copy of the notice so given of the meeting of the Board held on January 19, 2017 is attached hereto as Exhibit A.

7. Upon request, the Authority provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the Board for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Southern Nevada Water Authority in Clark County, Nevada, this January 19, 2017.

John J. Entsminger, Secretary
Southern Nevada Water Authority

Exhibit A

(Attach Copy of Notice of Meeting)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
January 19, 2017

Subject: Update on Water Resources	Director's Backup
Petitioner: Gregory J. Walch, General Counsel	
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 Plan, activities on the Colorado River, the development of in-state water resources, and the status of construction activities near Lake Mead.	

Fiscal Impact:

None by approval of the above recommendation.

Background:

The Colorado River Basin has been experiencing severe drought conditions 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 since their initial filling.

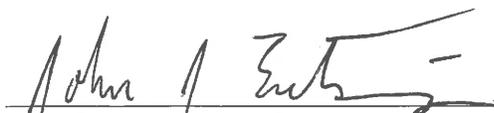
The nature of the drought in the Colorado River Basin has direct effects on water resources and future planning. The drought has prompted communities to launch major conservation initiatives to reduce water use among citizens and businesses, and has resulted in the development and implementation of the 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 to ensure Southern Nevada has access to best quality water in Lake Mead. The project design and environmental approvals were completed by 2007. Construction began on the project in March 2008. On December 10, 2014, the Board approved a low lake level pumping station for design and construction. When constructed, the pumping station will work alongside Intake No. 3 to protect access to the majority of Southern Nevada's drinking water supply despite severe drought conditions.

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 construction activities near Lake Mead.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:GJW:td

AGENDA ITEM #	13
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