

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – SEPTEMBER 20, 2018

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

Board of Directors
Marilyn Kirkpatrick, Chair
Bob Coffin, Vice Chair
Jim Gibson
Peggy Leavitt
John Lee
John Marz
Steve Sisolak

John J. Entsminger,
General Manager

Date Posted: September 13, 2018

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 July 19, 2018.

CONSENT AGENDA Items 2 - 5 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the Clark County Regional Flood Control District and the Authority to conduct maintenance activities on stream gauges along the Las Vegas Wash for an amount not to exceed \$25,000 annually.
3. *For Possible Action:* Approve and authorize the General Manager to sign a funding contribution agreement between the Nevada Division of Water Resources and the Authority for surface-water and groundwater data collection services within Nevada to be performed by the U.S. Geological Survey for an amount not to exceed \$146,465.
4. *For Possible Action:* Approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$157,110.

5. *For Possible Action:* Approve and authorize the General Manager to sign an intrastate contract between the Nevada Department of Wildlife and the Authority to receive grant funding in the amount of \$30,000 for aquatic habitat restoration within the Warm Springs Natural Area.

BUSINESS AGENDA

6. *For Possible Action:* Award a bid to Core & Main LP to provide complete actuator assembly replacements at the South Valley Lateral site for an amount not to exceed \$685,381, and authorize the General Manager to sign the purchase agreement.
7. *For Possible Action:* Award a contract for the rehabilitation of water treatment filters and miscellaneous installation of large diameter butterfly valves to The Whiting-Turner Contracting Company for the amount of \$25,993,449, authorize a change order contingency amount not to exceed \$1,000,000, and authorize the General Manager to sign the construction agreement.
8. *For Possible Action:* Award a contract for sodium hypochlorite system upgrades at the River Mountains Water Treatment Facility to MMC, Inc., for the amount of \$6,244,743, authorize a change order contingency amount not to exceed \$600,000, and authorize the General Manager to sign the construction agreement.
9. *For Information Only:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, the results of the implementation of the Authority's Water Resource and Conservation 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
JULY 19, 2018
MINUTES**

CALL TO ORDER 9:05 a.m., Board Chambers, Southern Nevada Water Authority,
100 City Parkway, Seventh Floor, Las Vegas, Nevada

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Bob Coffin, Vice Chair
Jim Gibson
John Lee
John Marz
Steve Sisolak

BOARD MEMBERS ABSENT Peggy Leavitt

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

OTHERS PRESENT

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 May 31, 2018.

FINAL ACTION: A motion was made by Director Sisolak to approve the agenda for this meeting and to approve the minutes from the regular meeting of May 31, 2018. The motion was approved.

2. ***For Possible Action:*** Appoint a chairman and vice chairman to preside over the Board of Directors for Fiscal Year 2018/19, and appoint three directors to serve as commissioners of the Colorado River Commission for two-year terms.

FINAL ACTION: Vice Chair Coffin made a motion to reappoint Marilyn Kirkpatrick as Chair, Bob Coffin as Vice Chair; and Marilyn Kirkpatrick, John Marz, and Steve Sisolak, as commissioners of the Colorado River Commission. The motion was approved.

CONSENT AGENDA

3. ***For Possible Action:*** Approve and authorize the General Manager to sign a sub-grant agreement between the Nevada Division of Environmental Protection and the Authority to receive grant funding in the amount of \$37,000 for regional water quality activities and related public outreach initiatives with the Authority providing up to \$50,000 of in-kind contributions.
4. ***For Possible Action:*** Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Grants: Small-Scale Water Efficiency Projects program requesting \$75,000.
5. ***For Possible Action:*** Ratify the approval of a subaward agreement between The Metropolitan Water District of Southern California and the Authority to participate in a Water Research Foundation research project, to accept grant funding for an amount not to exceed \$125,028 and authorize Authority cost-sharing services up to \$40,000.
6. ***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 during the period from August 1, 2018, through July 31, 2023, for a total amount not to exceed \$250,000.

7. ***For Possible Action:*** Approve and authorize the General Manager to accept contributions in an amount not to exceed \$270,000 to develop a State of the Science Report for hydrology and climate information in the Colorado River Basin; authorize the Authority to contribute up to \$75,000 as a co-project participant; and authorize the General Manager to negotiate and execute agreements to accept these contributions and other agreements that may be necessary to effectuate the development of the Report.

FINAL ACTION: Vice Chair Coffin made a motion to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

8. ***For Possible Action:*** Award a bid to Soil Tech, Inc., to provide revegetation and restoration services for an annual amount not to exceed \$1,073,091, based upon the highest annual expenditure, authorize renewal for four additional one-year periods, and authorize the General Manager to sign the purchase agreement.

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

9. ***For Possible Action:*** Appoint Cynthia Alejandre, Richard Avila, Justin Harrison, John Hiatt, Stacey Lindburg, Chris Magee and Rob McLaughlin, to the Advisory Committee for Groundwater Management in the Las Vegas Valley Groundwater Basin for a two-year term.

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

10. ***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 an update on water resources and drought conditions. A copy of his presentation is attached to these minutes.

Vice Chair Coffin asked about the Board holding a conservation workshop in the future. John Entsminger, General Manager, said that the Authority had received recent inquiries regarding the stability of the community's water supply given this year's less than average precipitation and run off in the Colorado River Basin. He said that the community remains in a strong water security position due to a combination of water conservation programs, investment in infrastructure, and water banking practices. He suggested that a more in depth conservation discussion could take place in November when staff would bring the Authority's annual water resource plan to the Board for review and consideration.

Director Lee said that North Las Vegas leaders met with Authority staff to discuss water conservation opportunities in the city and thanked staff for its support.

NO ACTION REQUIRED

Public Comment

There were no speakers.

Adjournment

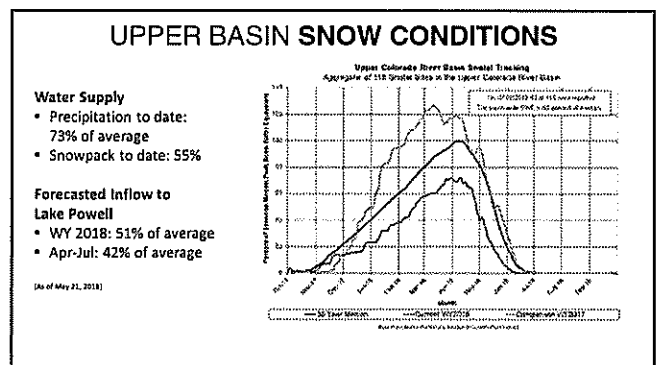
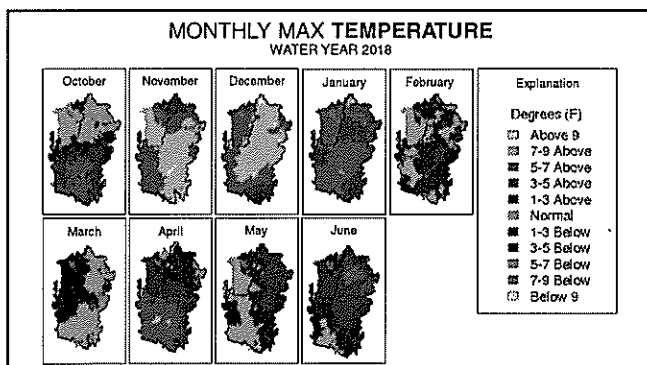
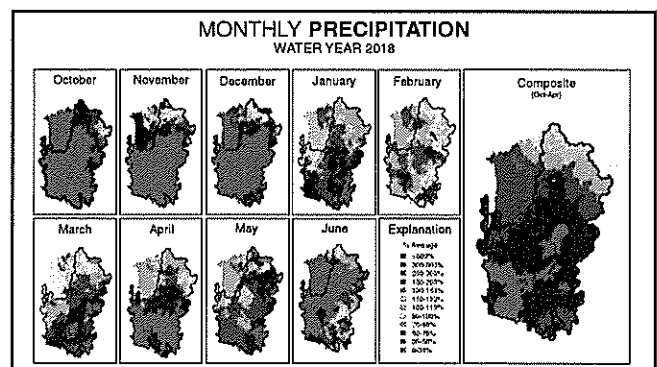
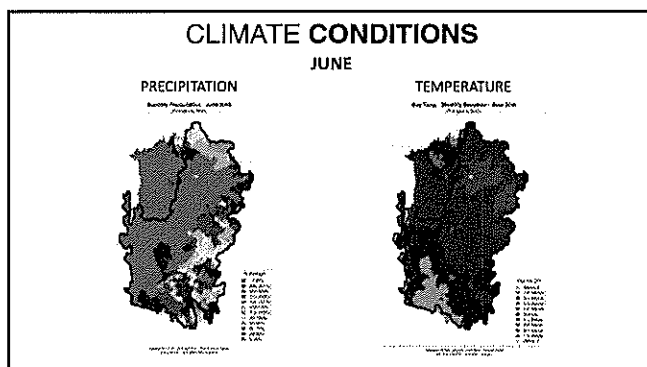
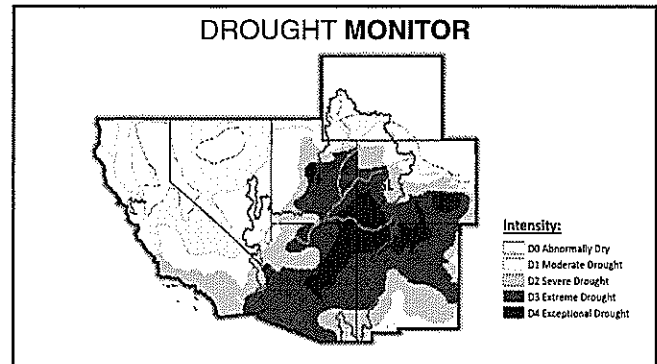
There being no further business to come before the Board, the meeting adjourned at 9:25 a.m.

APPROVED:

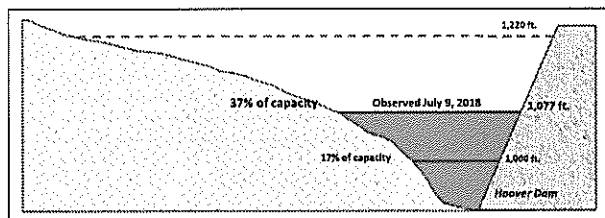
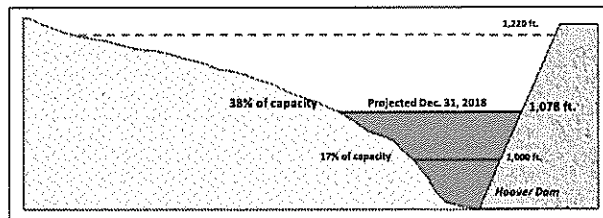
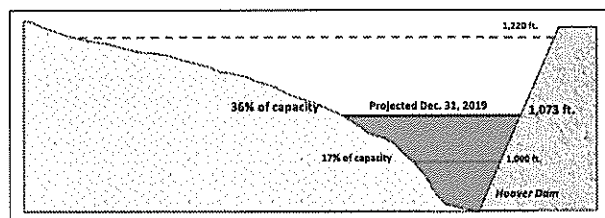
Marilyn K. Kirkpatrick, Chair

John J. Entsminger, General Manager

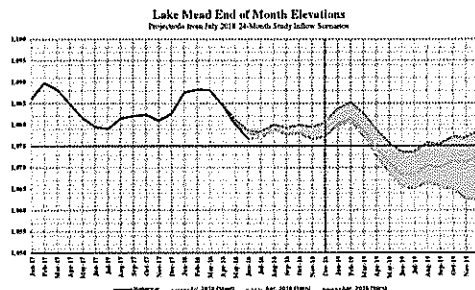
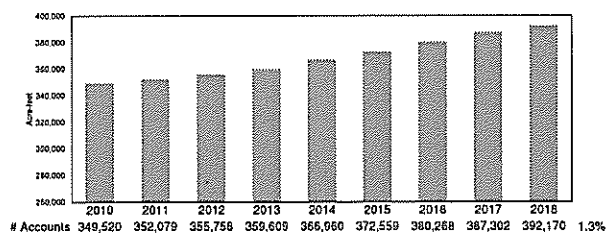
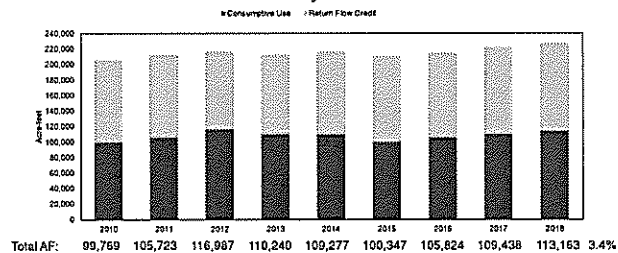
Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

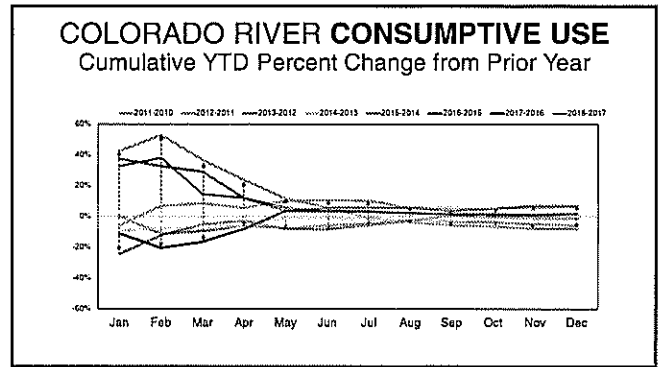
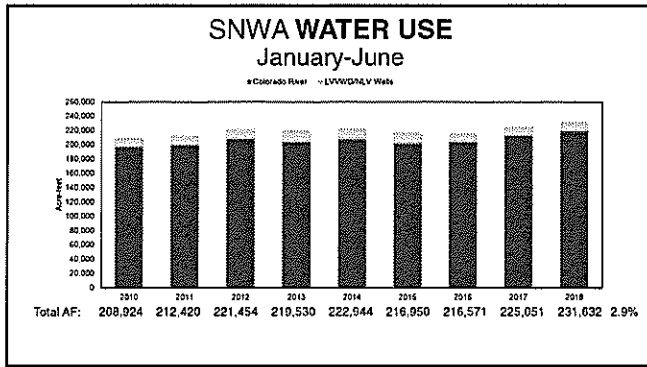


LAKE MEAD: CURRENT ELEVATION

LAKE MEAD: PROJECTED ELEVATION
DECEMBER 31, 2018LAKE MEAD: PROJECTED ELEVATION
DECEMBER 31, 2019

LAKE MEAD: 24-MONTH STUDY PROJECTIONS

LVVWD ACTIVE ACCOUNTS
JuneCOLORADO RIVER CONSUMPTIVE USE
January-June



SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

September 20, 2018

Subject: Interlocal 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 interlocal agreement between the Clark County Regional Flood Control District and the Authority to conduct maintenance activities on stream gauges along the Las Vegas Wash for an amount not to exceed \$25,000 annually.	

Fiscal Impact:

If the above recommendation is approved, the Clark County Regional Flood Control District will reimburse the Authority for requested work along the Las Vegas Wash.

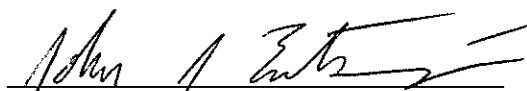
Background:

On January 20, 2000, the Board of Directors approved the Las Vegas Wash Comprehensive Adaptive Management Plan (LVCAMP). One objective of the LVCAMP is to cooperate in management of the Las Vegas Wash (Wash). On October 18, 2007, the Board approved an agreement creating the Las Vegas Valley Watershed Advisory Committee (LVVWAC), which continued implementation of the LVCAMP and established a cohesive direction and integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead. The Clark County Regional Flood Control District (CCRFCDD) and the Authority are members of LVVWAC.

The Authority has an established maintenance program along the Wash that has been ongoing for the past 18 years. The maintenance requested by the CCRFCDD within Wetlands Park to ensure proper flow for gauge measurements is within the current scope of work of Authority contractors working along the Wash; i.e. removing vegetation, trash, debris, and sediment. If approved, this interlocal agreement will allow the CCRFCDD to utilize Authority contractors, which will support more accurate measurements of Wash flow rates during dry and wet weather. This data is important for all LVVWAC members, including the Authority.

This 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 agreement.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:DLJ:ZLM:LML:KKC:JE:nh
Attachments

AGENDA
ITEM #

2

**AGREEMENT REGARDING MAINTENANCE OF STREAM GAUGES
ALONG THE LAS VEGAS WASH**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political subdivision of the State of Nevada ("District"), acting by and through its Board of Directors, and the SOUTHERN NEVADA WATER AUTHORITY ("Authority"), a political subdivision of the State of Nevada, acting by and through its Board of Directors. Each of these entities is sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. WHEREAS, the Parties are actively involved in the Las Vegas Wash Coordination Committee, a committee comprised of 28 local, state, federal and public representatives, with the intent of stabilizing and enhancing the valuable environmental resources of the Las Vegas Wash ("Wash"); and
- B. WHEREAS, the Parties were signatories to a July 11, 2002 Cooperative Agreement stating that one objective for the Parties was to cooperate in effectuating the long-term stabilization, enhancement, and management of the Wash; and
- C. WHEREAS, the Parties actively participate in the implementation of the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), a planning document used to meet objectives listed in the July 11, 2002 Cooperative Agreement; and
- D. WHEREAS, the Parties are signatories to the 2007 Agreement Regarding the Las Vegas Valley Watershed Advisory Committee ("LVVWAC"), which terminated the July 11, 2002 Cooperative Agreement and created the LVVWAC to continue implementation of the LVWCAMP, along with establishing a cohesive direction and integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead; and
- E. WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a team to coordinate this effort; and
- F. WHEREAS, the District operates stream gauges along the Wash to monitor flow rates during dry and wet weather; and
- G. WHEREAS, the Parties want to maintain the integrity of the stream gauge data along the Wash by preventing sediment and vegetation disrupting the flow of water through the gauges; and
- H. WHEREAS, the Authority has an established maintenance program along the Wash and the District desires the Authority to conduct maintenance activities related to maintaining stream gauges such that sediment and vegetation do not result in erroneous data from the gauges, which will result in considerable cost savings to the public.

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

AGREEMENT

1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply.

- 1.1 "Maintenance" or "maintaining" means any activity that improves the performance or desirable status of a gauge site. Maintenance activities may include but are not limited to; removing vegetation by chemical, mechanical, or manual means; removing trash or other undesirable debris; and removing sediment.
- 1.2 "Wetlands Park" means the Clark County Wetlands Park, defined as the lands within the boundaries of the Wetlands Park as officially designated now, or as may be formally changed in the future, and currently as shown on the map attached as Exhibit A.
- 1.3 "Written" or "in writing" means either printed or written on paper or in hard-copy, or created, stored or transmitted electronically, such as via email, fax or any other relatively permanent electronic medium by which information can be stored and made accessible to the public as may be appropriate.

2. TERM

This Agreement shall become effective upon execution by both Parties and shall continue in effect until the Parties terminate the agreement as set forth in Section 8. The rights and obligations of the Parties to this Agreement incurred prior to termination of this Agreement shall survive such termination.

3. SERVICES TO BE PERFORMED

- 3.1 This Agreement is for revegetation maintenance activities to be conducted by the Authority on behalf of District within the boundaries of the Wetlands Park (see Exhibit A).
- 3.2 The Authority shall perform maintenance activities including but not limited to; removing vegetation by chemical, mechanical, or manual means; removing trash or other undesirable debris; and removing sediment.
- 3.3 The Authority shall perform maintenance activities on behalf of District for areas that the District has identified as needing maintenance and as agreed to by the Parties.

4. COORDINATION

- 4.1 The District will provide notice to the Authority when maintenance activities are needed at stream gauges along the Wash.
- 4.2 The Authority will inspect stream gauges where maintenance is needed and provide a cost estimate to the District within 15 days.
- 4.3 The District will coordinate with the Authority on timing needed for maintenance activities to occur and if estimated cost is acceptable prior to activities commencing.
- 4.4 The Authority shall maintain records of all written notices and a spreadsheet of projects that are maintained under the terms of this Agreement, and the Authority shall make these records available to the District.

5. PROJECT FUNDING

- 5.1 The Authority shall either 1) invoice the District annually for services performed under this Agreement, or 2) invoice the District as soon as the Authority has performed any individual maintenance services. The District shall pay the Authority within 30 days of receipt of the invoice. The Authority shall include services performed for all sites in one invoice.
- 5.2 Annual cost of services under this agreement will not exceed \$25,000.

6. CHANGES AND DISPUTES

- 6.1 It is recognized that the activities, and costs of conducting the activities, required to accomplish the goals of this Agreement are an estimate based on the best available information and that changes are likely to occur. The Parties agree that representatives of the Parties may make changes, as appropriate or required, to accomplish Project objectives; provided, however, that such changes do not result in an increase in the financial obligation of either Party.
- 6.2 The Parties will attempt to resolve all claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, through informal means in an amicable and productive manner. Should that method prove unsuccessful, the department heads for each of the Parties shall meet and attempt to resolve the dispute. Nothing in this Section limits either Party from exercising its rights of termination under Section 8.

7. LIABILITY

Nothing contained in this Agreement shall be construed as making either Party hereto the agent, employee, co-venturer, or representative in any capacity whatsoever of the other

Party hereto. Neither Party assumes liability for claims or actions arising out of the performance of work under this Agreement by the other Party or its agents.

8. TERMINATION

Either Party may terminate its participation or obligation under this Agreement by giving 30-day written notice of termination to the other Party. Payment for vegetation maintenance services performed before the termination date shall be made within 30 days of the Agreement being terminated.

9. DATA AVAILABILITY

All reports, information, and data obtained or developed in connection with work performed under this Agreement shall be made available to each Party without charge before the termination of this Agreement.

10. UNCONTROLLABLE FORCES

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

11. GOVERNING LAW

Nevada law shall govern the interpretation of this Agreement.

12. INTEGRATION

This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and subsumes and incorporates all prior written and oral statements and understandings with respect to the matters covered herein.

13. NOTICES AND AUTHORIZED REPRESENTATIVES

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

To Clark County Regional Flood Control District:

John Tennert, Environmental Mitigation Manager
Clark County Regional Flood Control District
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106

To Southern Nevada Water Authority:

Jason R. Eckberg, Environmental Biologist II
Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, Nevada 89193-9956

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

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

By: _____
Sherry Allen, Board Secretary

Steven C. Parrish, P.E.
General Manager/Chief Engineer

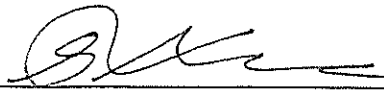
APPROVED AS TO FORM:

Christopher D. Figgins, Clark County
Chief Deputy District Attorney

SOUTHERN NEVADA WATER AUTHORITY

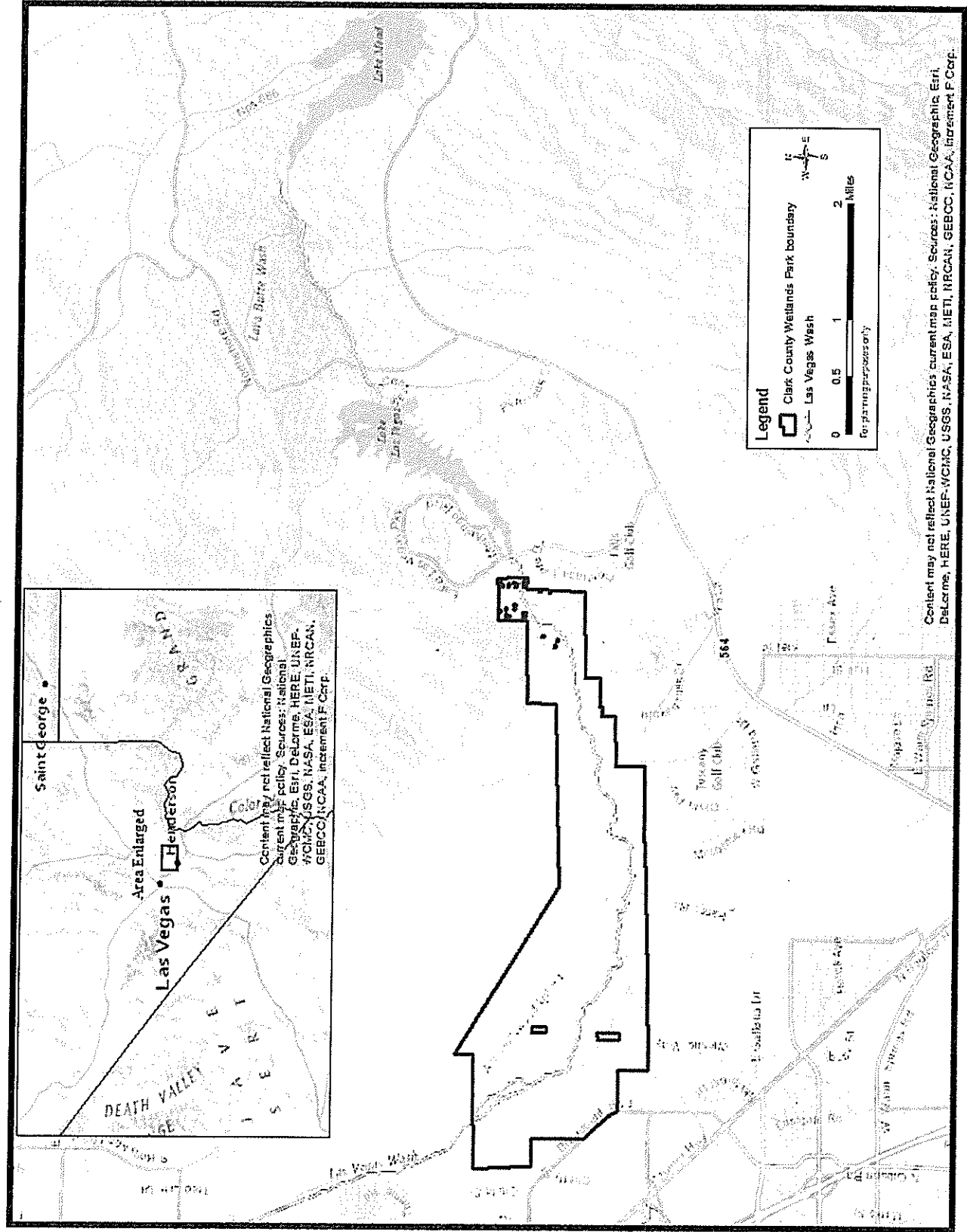
By: _____
John J. Entsminger, General Manager

APPROVED AS TO FORM:



For Tabitha D. Fiddymont, Director, Legal Services

Exhibit A – Clark County Wetlands Park Location



SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 20, 2018

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 funding contribution agreement between the Nevada Division of Water Resources and the Authority for surface-water and groundwater data collection services within Nevada to be performed by the U.S. Geological Survey for an amount not to exceed \$146,465.	

Fiscal Impact:

The requested \$146,465 is available in the Authority's Capital Budget.

Background:

Since 2006, the Authority has participated in a cooperative program with the Nevada Division of Water Resources (NDWR) and the U.S. Geological Survey (USGS) to fund a surface-water and groundwater monitoring program in southern and eastern Nevada. The total annual cost of the program is \$415,560, of which the USGS and NDWR will collectively contribute \$269,095. If approved, the Authority will contribute the remaining \$146,465.

The program includes two elements:

1. Eastern and southern Nevada Surface Water Data Network (\$100,045) for operating and maintaining stream flow gages and monitoring spring discharge in the Las Vegas Valley and eastern Nevada.
2. Eastern and southern Nevada Groundwater Data Network (\$46,420) for monitoring groundwater in the Las Vegas Valley and regional carbonate-rock province.

If approved, the program provided for in this agreement partially fulfills the Authority's hydrological monitoring requirements associated with groundwater permits issued by the Nevada State Engineer and requirements set forth in the U.S. Department of the Interior and Authority stipulated agreements.

This 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 agreement.

Respectfully submitted:


John J. Entsminger, General Manager

JJE: DLJ:CNP:AB:JP:lmv

Attachments

AGENDA
ITEM #

3



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

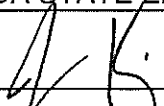
901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
<http://water.nv.gov>

**FUNDING CONTRIBUTION AGREEMENT FOR
HYDROLOGIC STUDIES IN
EASTERN AND SOUTHERN NEVADA**

The Southern Nevada Water Authority (SNWA) agrees to contribute funding to the Nevada State Engineer (NSE) for Federal Fiscal Year 2019 for continuation of hydrologic studies in eastern and southern Nevada with work performed by the U.S. Geological Survey (USGS).

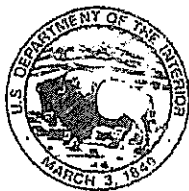
SNWA agrees to contribute a portion of the total cost of hydrologic work as described in the letter to the NSE dated July 10, 2018 from David L. Berger, Director of the USGS Nevada Water Science Center. The total cost of the project for the period October 1, 2018 through September 30, 2019 is \$415,560. SNWA's share is \$146,465, or such lesser amount as determined by reducing SNWA's share by the sum contributed by any other participant from the State of Nevada. The specified amount will be paid to the NSE for use in performing, or having performed said studies, with payments to be made promptly after receipt of the NSE's billing.

The hydrologic work is a cooperative effort between the USGS, the NSE and SNWA to improve the understanding of the hydrology and water resources of eastern and southern Nevada.

NEVADA STATE ENGINEER	SOUTHERN NEVADA WATER AUTHORITY
BY: 	BY:
TITLE: State Engineer	TITLE: John J. Entsminger
DATE: 7-19-18	DATE: General Manager

Approved as to form:

 8/22/18
Tabitha D. Fiddymment, Director, Legal Services



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd.
Carson City, NV 89701

July 10, 2018

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

Dear Mr. King:

Jason

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the surface-water (SW) and groundwater (GW) monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Nevada Division of Water Resources (NDWR). In addition to funding provided by NDWR, this program is conducted using pass-through funding from Southern Nevada Water Authority (AUTHORITY) for monitoring operations in the eastern and southern part of Nevada. This letter is in regards to the new funding agreement of the monitoring program for the upcoming period of October 1, 2018 through September 30, 2019 (FY 2019).

The total cost for continued operation and maintenance (O&M) will be \$415,560 for the period of performance October 1, 2018 – September 30, 2019. NDWR's portion of the funds to support the cooperative program is \$115,330 and the AUTHORITY's portion of the funds is \$146,465. Pending availability of Federal Matching Funds, the USGS contribution will be \$153,765.

The following table lists the contributions from NDWR, AUTHORITY, and USGS. A more detailed description of the funding is provided on Enclosures 1 and 2.

USGS Project No.	Program Element	Funding Structure			Total Funds
		NDWR	AUTHORITY	USGS	
NV-00100	Eastern and Southern Nevada SW (Enclosure 1)	\$53,445	\$ 100,045	\$90,175	\$243,665
NV-00200	Eastern and Southern Nevada GW (Enclosure 2)	\$61,885	\$46,420	\$ 63,590	\$171,895
GRAND TOTAL		\$115,330	\$146,465	\$153,765	\$415,560

The objectives of this study are to:

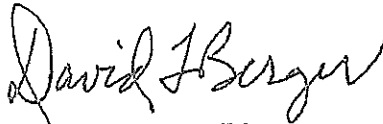
1. Operate, and maintain hydrologic monitoring networks;
2. Maintain a data base of collected hydrologic data;
3. Collect long-term hydrologic data within the carbonate-rock province study area;
4. Obtain new or refined hydrologic information that would advance the level of knowledge on how the carbonate-rock province study area hydrologically functions;
5. Maintain a cooperative working relationship with all organizations that manage and/or monitor surface-water in southern Nevada;

6. Provide quality assurance and quality control protocols for hydrologic data collection by all involved agencies;
7. Disseminate collected data in a timely manner.

If you approve of this work and the funding required, please sign the attached JFA and return a scanned copy to NVFinance@usgs.gov so we may provide your agency with uninterrupted, continuous data. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

If you have questions please refer to the contact list on Enclosure 3.

Sincerely,

A handwritten signature in black ink, appearing to read "David L. Berger". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

David L. Berger, Director
USGS Nevada Water Science Center

Enclosures

cc: B. Rinne, J. Johnson, G. Kistinger, SNWA
M. Poff, S. Berris, USGS, NVWSC
GS-W-NV Finance

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000345
Agreement #: 19ZJ00JFA000103
Project #: ZJ00AA7
TIN #: 88-6000022

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Nevada Division of Water Resources party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the surface-water (SW) and groundwater (GW) monitoring program Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$153,765 by the party of the first part during the period
October 1, 2018 to September 30, 2019
- (b) \$261,795 by the party of the second part during the period
October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

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

Customer #: 6000000345
Agreement #: 19ZJ00JFA000103
Project #: ZJ00AA7
TIN #: 88-6000022

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Steven Berris
Supervisory Hydrologist
Address: 2730 N. Deer Run Road
Carson City, NV 89701
Telephone: (775) 887-7693
Fax: (775) 887-7629
Email: snberris@usgs.gov

Customer Technical Point of Contact

Name: Matt Dillon
Associate Engineer
Address: 901 S Stewart Street, Suite 2011
Carson City, NV 89701
Telephone: (775) 684-2856
Fax:
Email: mdillon@water.nv.gov

USGS Billing Point of Contact

Name: Helen Houston
Budget Analyst
Address: 2730 N. Deer Run Road
Carson City, NV 89701
Telephone: (775) 887-7605
Fax: (775) 887-7629
Email: hhouston@usgs.gov

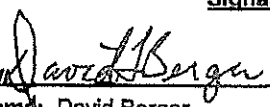
Customer Billing Point of Contact

Name: Shannon Webb
Fiscal Services
Address: 901 S Stewart Street Suite 2002
Carson City, NV 89701
Telephone: (775) 684-2880
Fax: (775) 684-2811
Email: s.webb@water.nv.gov

U.S. Geological Survey
United States
Department of Interior

Nevada Division of Water Resources

Signature

By  Date: 07/10/2018
Name: David Berger
Title: Nevada Water Science Center Director

Signatures

By _____ Date: _____
Name: Jason King
Title: State Engineer

By _____ Date: _____
Name: Bradley Crowell
Title: Director of DCNR

By _____ Date: _____
Name: Micheline Fairbank
Title: Deputy Attorney General

By _____ Date: _____
Name: James R. Wells
Title: Nevada State Board of Examiners

Enclosure 1

Summary of Cooperative Surface-Water Program for Federal Fiscal Year 2019

Program Elements

A. Operation of Surface-Water Gaging Stations

The current work-plan calls for site operation and maintenance of surface-water gaging stations at two diversions, six springs and four streams; monitored during the agreement period.

The operation and maintenance costs include maintaining the stream-gaging equipment, providing real-time telemetry and display of hydrologic data on USGS web page, making scheduled water discharge measurements, reduction and analysis of stage data, verification and development of stage/discharge relationships (ratings), computation of stream-flow, data quality assurance, and data publication costs. Sites are generally visited on a 6-week basis, but may require more frequent visits as conditions warrant.

Provisional data from sites with data collection platforms (DCPs), will be updated every hour and available on the USGS NWIS (National Water Information System) web interface (NWISWeb) at <http://waterdata.usgs.gov/nv/nwis/rt>. All data will be compiled, reviewed, quality-assured, finalized and disseminated throughout the year and annually as water year summaries on NWISWeb.

Operation of Continuous Surface-Water Gaging Stations at:

<u>Site Name</u>	<u>Type</u>
1. Corn Creek Spring near Las Vegas	Spring
2. Big Springs Creek North Channel near Baker	Stream
3. Big Springs Creek South Channel near Baker	Stream
4. Cleve Creek near Ely	Stream
5. Steptoe Creek near Ely, NV	Stream
6. Preston Big Spring near Preston, NV	Spring
7. Crystal Springs near Hiko, NV	Spring
8. Crystal Springs Diversion near Hiko, NV	Diversion
9. Ash Springs Creek below Hwy. 93 at Ash Springs, NV	Spring
10. Ash Springs Creek Diversion	Diversion
11. NDOW-Hot Creek Spring	Spring
12. Geyser Spring	Spring

B. Biannual collection of discharge

Miscellaneous measurements collected on a biannual basis, at twenty springs in Moapa, Railroad, and Meadow Valleys, are planned for May and September, 2019. Panaca Spring will only be measured on an annual frequency because of operational constraints. Included in this activity are data reduction, quality assurance, and dissemination of measurements.

Provisional discharge measurement data will be supplied to cooperators within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated on NWISWeb.

Biannual discrete spring measurements of discharge at:

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

Cost Structure of Program Elements A and B (Surface Water):

USGS Station Number	Program Element	NDWR Funds	AUTHORITY Funds	USGS Funds	Total Funds
Program Element A.					
09419625	Corn Creek Spring near Las Vegas, NV	\$0	\$11,770	\$6,915	\$18,685
102432241	Big Springs Creek North Channel near Baker, NV	\$0	\$11,770	\$6,915	\$18,685
10243224	Big Springs Creek South Channel near Baker, NV	\$0	\$11,770	\$6,915	\$18,685
10243700	Cleve Creek nr. Ely, NV	\$11,770	\$0	\$6,915	\$18,685
10244950	Steptoe Creek nr. Ely, NV	\$10,735	\$0	\$6,305	\$17,040
09415510	Preston Big Spring nr. Preston, NV	\$11,770	\$0	\$6,915	\$18,685
09415590	Crystal Springs nr Hiko, NV	\$0	\$11,770	\$6,915	\$18,685
09415589	Crystal Springs Diversion nr Hiko, NV	\$0	\$11,770	\$6,915	\$18,685
09415645	Ash Springs Crk Below Diversion at Hwy. 93 at Ash Springs, NV	\$0	\$11,770	\$6,915	\$18,685
094156395	Ash springs Diversion Ditch blw Hwy 93 at Ash Springs, NV	\$0	\$11,770	\$6,915	\$18,685
09415558	Hot Creek nr Sunnyside, NV	\$0	\$11,770	\$6,915	\$18,685
10245100	Geyser Creek at Springs Orifice nr Minerva, NV	\$5,885	\$5,885	\$6,915	\$18,685
Program Element B.					
	Misc. Spring Measurements	\$13,285	\$0	\$7,805	\$21,090
TOTAL		\$53,445	\$100,045	\$90,175	\$243,665

Enclosure 2

Summary of Cooperative Groundwater Program for Federal Fiscal Year 2019

Program Elements

A. Operation of water level monitoring stations

The current work-plan calls for site operation and maintenance of continuous water level monitoring stations in eight wells completed in basin-fill and six wells completed in carbonate rock; monitored during FY 2019. Of these sites nine wells are in the Carbonate-Rock Province, and six wells are in Las Vegas Valley. Creech Well was taken off this station list and added to the quarterly water-level collection list starting on the WY2018 agreement.

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

Provisional data from sites with data collection platforms (DCP) will be updated every hour and available on NWISWeb at <http://waterdata.usgs.gov/nv/nwis/rt>. All data will be compiled, reviewed, quality-assured, finalized and disseminated on NWISWeb.

Operation of water level monitoring stations at:

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

¹fill = Basin fill aquifer

²carb = Regional Paleozoic carbonate aquifer

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

Miscellaneous water level measurements collected on a quarterly basis, from wells in the Carbonate Rock Province, are planned for FY 2019. Included in this activity are data reduction, quality assurance, and dissemination of measurements. Frequency of data collection will be scheduled for December 2018, March 2019, June 2019, and September 2019, depending on weather and access conditions. Creech Well was added to the quarterly water-level collection list starting on the FY 2018 agreement.

Provisional water level data will be supplied to cooperators quarterly within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated on NWISWeb.

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

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

	<u>Agency Site ID</u>	<u>Local Number</u>	<u>Name</u>	<u>Aquifer</u>	<u>Depth</u>
1.	380652116200901	156 N03 E50 13CA 1	USGS-MX (Revielle Valley)	fill ¹	682'
2.	382901116125201	156 N07 E51 10AD 1	USGS-MX (Hot Creek 1)	fill	480'
3.	380906116050502	173B N03 E52 02DA 2	USGS-MX (S. R&R Valley)	fill	495'
4.	384338115283601	173B N10 E58 17CAAB1	USGS-MX (N. R&R Valley)	fill	581'
5.	384920115343001	173B N11 E57 09CDB 1	USBLM - Ball Creek Well 1	fill	186'
6.	393624115244601	175 N20 E58 14BDAB1	-----	fill	135'
7.	393510115274801	175 N20 E58 20DBDA1	USBLM	fill	233'
8.	393425115215301	175 N20 E59 30DADA1	-----	fill	unknown
9.	394418115250301	175 N22 E58 34AADA1	175 Big Tank Well	fill	unknown
10.	394340115252501	175 N22 E58 34DC 1	USGS-MX	fill	150'
11.	363503115385701	161 S16 E56 03CCAA1	Creech	carb	560'

¹fill - Basin fill aquifer

Cost Structure of Programs A and B (Groundwater):

Program Element	NDWR Funds	AUTHORITY Funds	USGS Funds	Total Funds
Program Element A.				
CNLV Regional Park 1	\$7,085	\$0	\$4,160	\$11,245
CNLV Deer Springs	\$7,085	\$0	\$4,160	\$11,245
CNLV Allen & Lone Mtn	\$7,085	\$0	\$4,160	\$11,245
CNLV Diana Terrace	\$7,085	\$0	\$4,160	\$11,245
CNLV Wilshire	\$7,085	\$0	\$4,160	\$11,245
Maude Fitzpatrick	\$7,085	\$0	\$4,160	\$11,245
USBLM SHV-1	\$0	\$7,085	\$4,160	\$11,245
CE-DT-4 (MX-4)	\$0	\$7,085	\$4,160	\$11,245
CSV-2 well	\$0	\$7,085	\$4,160	\$11,245
USGS-MX (Delamar Well)	\$0	\$7,085	\$4,160	\$11,245
USGS-MX (N. Dry Lake)	\$0	\$7,085	\$4,160	\$11,245
USGS-MX (S. Dry Lake)	\$0	\$7,085	\$4,160	\$11,245
USGS MX Coal Valley Well	\$7,085	\$0	\$4,160	\$11,245
USGS-MX Steptoe Valley Well	\$7,085	\$0	\$4,160	\$11,245
Total	\$56,680	\$42,510	\$58,240	\$157,430
Program Element B.				
Quarterly Water Levels in Carbonate Rock Prov.	\$5,205	\$3,910	\$5,350	\$14,465
TOTAL	\$61,885	\$46,420	\$63,590	\$171,895

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

September 20, 2018

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 joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$157,110.	

Fiscal Impact:

The requested \$157,110 is available in the Authority's Operating Budget.

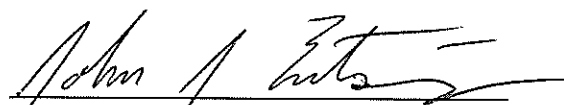
Background:

Since 2002, the Authority has participated in a cooperative program with the U.S. Geological Survey (USGS) to operate and maintain stream gages and perform water-quality analyses. If approved, this agreement provides for joint funding by the USGS and the Authority for the ongoing monitoring, operation and maintenance of 13 stream gages on the Las Vegas Wash and the Virgin and Muddy rivers. This agreement also provides for computation of one additional gage along the Muddy River, delivering earlier results for more accurate records. These gages are critical for quantifying water resources relied upon by the Authority.

The total cost to operate and maintain the stream gages is \$273,140 for the period from October 1, 2018, through September 30, 2019. If approved, the Authority will contribute \$157,110 and the USGS will fund the remaining \$116,030.

This 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 agreement.

Respectfully submitted:



John J. Entsminger, General Manager

JJE:DLJ:CNP:AB:JP:lmv

Attachments

AGENDA ITEM #

4

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000359
Agreement #: 19ZJ00JFA000105
Project #: ZJ00AA7
TIN #: 88-0278492

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Southern Nevada Water Authority party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the surface water and water quality monitoring program, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$116,030 by the party of the first part during the period
October 1, 2018 to September 30, 2019
- (b) \$157,110 by the party of the second part during the period
October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

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

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000359
Agreement #: 19ZJ00JFA000105
Project #: ZJ00AA7
TIN #: 88-0278492

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Steven Berris
Supervisory Hydrologist
Address: 2730 N. Deer Run Road
Carson City, NV 89701
Telephone: (775) 887-7693
Fax: (775) 887-7629
Email: snberris@usgs.gov

Customer Technical Point of Contact

Name: Colby Pellegrino
Director, Water Resources
Address: 100 City Pkwy, Ste 700
Las Vegas, NV 89106
Telephone: (702) 822-3378
Fax:
Email:

USGS Billing Point of Contact

Name: Helen Houston
Budget Analyst
Address: 2730 N. Deer Run Road
Carson City, NV 89701
Telephone: (775) 887-7605
Fax: (775) 887-7629
Email: hhouston@usgs.gov

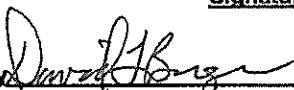
Customer Billing Point of Contact

Name: Lisa Von Heeder
Secretary
Address: 100 City Pkwy, Ste 700
Las Vegas, NV 89106
Telephone: (702) 862-3752
Fax: (702) 862-3751
Email: lisa.von_heeder@snwa.com

U.S. Geological Survey
United States
Department of Interior

Southern Nevada Water Authority

Signature

By 

Date: 08/08/2018

Name: David Berger

Title: Nevada Water Science Center Director

Signatures

By _____ Date: _____

Name: John J. Entsminger

Title: General Manager

By _____ Date: _____

Name:

Title:

By _____ Date: _____

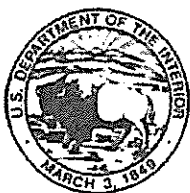
Name:

Title:

Approved as to form:



Tabitha D. Fiddymment, Director, Legal Services



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd.
Carson City, NV 89701

August 8, 2018

Colby Pellegrino
Director, Water Resources
Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, NV 89193-9956

Dear Ms. Pellegrino:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the surface-water (SW) and water-quality (QW) monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Southern Nevada Water Authority (AUTHORITY) for the upcoming time period of October 1, 2018 – September 30, 2019.

The total cost for real-time surface-water monitoring and water-quality data collection under this program for FY 2019 will be \$273,140. The AUTHORITY's portion of the funds to support the cooperative program is \$157,110. Pending availability of Cooperative Matching Funds, the USGS will provide \$116,030. The funding for the program elements is outlined in the table below and described in more detail on Enclosures 1 and 2.

USGS Project No.	Program Element	Funding Structure		Total Funds
		AUTHORITY	USGS	
NV-00100	Lower Colorado SW (Enclosure 1)	\$157,110	\$83,845	\$240,955
NV-00300	Lower Colorado QW (Enclosure 2)	\$ 0	\$32,185	\$ 32,185
GRAND TOTAL		\$157,110	\$116,030	\$273,140

If you approve of this work and the funding required, please sign the attached Joint Funding Agreement and return it to NVFinance@usgs.gov. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

David L. Berger, Director
USGS, Nevada Water Science Center

Enclosures

cc: G. Kistinger, AUTHORITY, Las Vegas, NV
M. Poff, USGS, NVWSC

Enclosure 1

Summary of Cooperative Surface-Water Program for Fiscal Year 2019

Operation & Maintenance of Streamflow Sites

The work-plan calls for site operation and maintenance of 13 surface-water gaging stations and supplemental tasks at an additional gaging station during the time period from October 1, 2018 through September 30, 2019. The operation & maintenance (O&M) tasks include:

1. Maintaining the stream-gaging equipment.
2. Making scheduled water discharge measurements. Sites are generally visited on a 6-week basis, but may require more frequent visits as conditions warrant.
3. Reduction and analysis of stage data.
4. Verification and development of stage/discharge relationships (ratings).
5. Computation of daily streamflow, and data publication costs.
6. Real-time (updated every hour) provisional data from sites will be available on NWISWeb at <http://waterdata.usgs.gov/nv/nwis/rt>.
7. All data will be compiled, reviewed, quality-assured, finalized and disseminated throughout the year and annually as water year summaries on NWISWeb.

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

Operation of Surface-Water Gaging Stations at:

<u>Site Name</u>	<u>Type</u>	<u>DCP</u>
1. Muddy Spring at L.D.S. Farm near Moapa, NV	Spring	Yes
2. Pederson Spring near Moapa, NV	Spring	Yes
3. Warm Springs West near Moapa, NV	Stream	Yes
4. Pederson East Spring nr Moapa, NV	Spring	Yes
5. Warm Springs Confluence at Iverson Flume nr Moapa, NV	Stream	Yes
6. Virgin River at Littlefield, AZ	River	Yes
7. Las Vegas Wasteway near East Las Vegas, NV	Stream	Yes
8. Las Vegas Wash at Pabco Rd. near Henderson, NV	Stream	Yes
9. Duck Creek at Broadbent Boulevard at East Las Vegas, NV	Stream	Yes
10. Las Vegas Wash abv 3-Kids Wash blw Henderson, NV	Stream	Yes
11. Las Vegas Wash below Lake Las Vegas near Boulder City	Stream	Yes
12. Mesquite Canal blw Mesquite, NV	Irrigation	Yes
13. Virgin River above Lake Mead near Overton, NV	River	Yes

Cost Structure for Surface-Water Program:

<i>Number</i>	<i>USGS Station No.</i>	<i>USGS Station Name</i>	<i>AUTHORITY Funds</i>	<i>USGS Funds</i>	<i>Total Funds</i>
1	09415900	Muddy Spring at L.D.S. Farm near Moapa	\$11,770	\$6,915	\$18,685
2	09415910	Pederson Spring near Moapa	\$11,770	\$6,915	\$18,685
3	09415910	Warm Springs West near Moapa	\$11,770	\$6,915	\$18,685
4	09415908	Pederson East Spring near Moapa	\$11,770	\$6,915	\$18,685
5	09415927	Warm Springs Confluence at Iverson Flume near Moapa	\$11,770	\$6,915	\$18,685
6	09415000	Virgin River at Littlefield, AZ	\$11,770	\$6,915	\$18,685
7	09419679	Las Vegas Wasteway near East Las Vegas, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$15,370	\$6,915	\$22,285
8	09419700	Las Vegas Wash at Pabco Road nr Henderson, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$15,370	\$6,915	\$22,285
9	09419696	Duck Creek at Broadbent Blvd. at East Las Vegas	\$11,770	\$6,915	\$18,685
10	09419753	Las Vegas Wash at 3-Kids Wash	\$11,770	\$6,915	\$18,685
11	09419800	Las Vegas Wash below Lake Las Vegas nr Boulder City (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$15,370	\$6,915	\$22,285
12	09415060	Mesquite Canal nr Mesquite	\$11,770	\$6,915	\$18,685
13	09415250	Virgin River above Lake Mead near Overton ¹	\$1,470	\$ 865	\$ 2,335
14	09419000	Muddy River nr Glendale, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$ 3,600	\$ - 0 -	\$3,600
		Total	\$157,110	\$83,845	\$240,955

¹Bureau of Reclamation, Fish and Wildlife Service, National Park Service, and Nevada Division of Wildlife provide a portion of the funding.

Enclosure 2

Summary of Cooperative Water-Quality Program for Fiscal Year 2019

Program Elements

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

<u>Site Name</u>	<u>Schedule(s)</u>
1. Virgin River at Littlefield, AZ 997,1201,2003,2060	Field Parameters,

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

Water-Quality Sampling at Virgin River at Littlefield, AZ

Water-quality data (temperature, specific conductance, sediment-concentration, and chemical analyses) have been collected at the Virgin River at Littlefield from 1948 to 2018, at quarterly intervals or more frequently under several different USGS programs. Long-term records of water quality, particularly sediment and chemical constituents contributing to salt-loading problems, are important for this site to establish base-line loadings to Lake Mead over a full range of hydrologic conditions. USGS will allocate Federal Matching Funds to maintain a water-quality record at this important station for the following constituents and indicators:

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

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

<i>No.</i>	<i>USGS Station No.</i>	<i>Program Element</i>	<i>AUTHORITY Funds</i>	<i>USGS Funds</i>	<i>Total Funds</i>
1	09415000	Virgin River at Littlefield, AZ – Water quality	\$0	\$32,185	\$32,185

Sample Parameters

NWQL Schedule 997	
Parameter Name	Unit
Inorganic carbon	mg/L
Total carbon	mg/L
Organic carbon	mg/L
Organic carbon	mg/L
nitrogen, ammonia	mg/L
nitrogen, ammonia + organic nitrogen	mg/L
nitrogen, ammonia + organic nitrogen	mg/L
nitrogen, nitrite	mg/L
nitrogen, nitrite + nitrate	mg/L
Total nitrogen	mg/L
Phosphorus	mg/L
phosphorus, phosphate, ortho	mg/L
Phosphorus	mg/L
Ultraviolet absorbing organic constituents - 254 nm	u/cm
Ultraviolet absorbing organic constituents - 280nm	u/cm

NWQL Schedule 1201	
Parameter Name	Unit
Alkalinity, laboratory	mg/L
arsenic	µg/L
boron	µg/L
calcium	mg/L
chloride	mg/L
fluoride	mg/L
ICP Mass Spectrometry (ICPMS) setup	Unspcfd
Inductively coupled plasma (ICP) setup	Unspcfd
iron	µg/L
lithium	µg/L
magnesium	mg/L
pH, laboratory	pH
potassium	mg/L
residue, 180 degrees Celsius	mg/L
selenium	µg/L
silica	mg/L
sodium	mg/L
specific conductance, laboratory	µS/cm
strontium	µg/L
sulfate	mg/L
turbidity	NTRU
vanadium	µg/L

Sample Parameters (cont.)

NWQL Schedule 2003			
Parameter Name	Unit	Parameter Name	Unit
1-Naphthol	µg/L	Desulfinylfipronil	µg/L
2-Chloro-2,6-diethylacetanilide	µg/L	Fipronil	µg/L
2-Ethyl-6-methylaniline	µg/L	Fonofos	µg/L
3,4-Dichloroaniline	µg/L	alpha-HCH-d6	pct
4-Chloro-2-methylphenol	µg/L	Hexazinone	µg/L
Acetochlor	µg/L	Iprodione	µg/L
Alachlor	µg/L	Isofenphos	µg/L
Atrazine	µg/L	Malaoxon	µg/L
Azinphos-methyl	µg/L	Malathion	µg/L
Azinphos-methyl-oxon	µg/L	Metaxyl	µg/L
Benfluralin	µg/L	Methidathion	µg/L
Carbaryl	µg/L	Parathion-methyl	µg/L
Chlorpyrifos	µg/L	Metolachlor	µg/L
Chlorpyrifos, oxygen analog	µg/L	Metribuzin	µg/L
cis-Permethrin	µg/L	Myclobutanil	µg/L
Cyfluthrin	µg/L	Paraoxon-methyl	µg/L
Cypermethrin	µg/L	Pendimethalin	µg/L
Dacthal	pct	Phorate	µg/L
2-Chloro-4-isopropylamino-6-amino-s-triazine (CIAT)	µg/L	Phorate oxygen analog	µg/L
Diazinon	µg/L	Phosmet	µg/L
Diazinon, oxygen analog	µg/L	Phosmet oxon	µg/L
Diazinon-d10	pct	Prometon	µg/L
Dichlorvos	µg/L	Prometryn	µg/L
Dicrotophos	µg/L	Propyzamide	µg/L
Dieldrin	µg/L	Sample volume	mL
Dimethoate	µg/L	Set number	No.
Ethion	µg/L	Simazine	µg/L
Ethion monoxon	µg/L	Tebuthiuron	µg/L
Fenamiphos	µg/L	Terbufos	µg/L
Fenamiphos sulfone	µg/L	Terbufos oxygen analog sulfone	µg/L
Fenamiphos sulfoxide	µg/L	Terbutylazine	µg/L
Desulfinylfipronil amide	µg/L	Tribufos	µg/L
Fipronil sulfide	µg/L	Trifluralin	µg/L
Fipronil sulfone	µg/L	Paraoxon-methyl	µg/L

Sample Parameters (cont.)

NWQL Schedule 2060			
Parameter Name	Unit	Parameter Name	Unit
<u>2,4,5-T</u>	pct	<u>Dinoseb</u>	ug/L
<u>2,4-D</u>	ug/L	<u>Diphenamid</u>	ug/L
<u>2,4-D methyl ester</u>	ug/L	<u>Diuron</u>	ug/L
<u>2,4-DB</u>	ug/L	<u>Fenuron</u>	ug/L
<u>2-Hydroxy-4-isopropylamino-6-ethylamino-s-triazine {OIET}</u>	ug/L	<u>Flumetsulam</u>	ug/L
<u>3(4-Chlorophenyl)-1-methyl urea</u>	ug/L	<u>Fluometuron</u>	ug/L
<u>Acifluorfen</u>	ug/L	<u>Imazaquin</u>	ug/L
<u>Aldicarb</u>	ug/L	<u>Imazethapyr</u>	ug/L
<u>Aldicarb sulfone</u>	ug/L	<u>Imidacloprid</u>	ug/L
<u>Aldicarb sulfoxide</u>	ug/L	<u>Linuron</u>	ug/L
<u>Chloramben, methyl ester</u>	ug/L	<u>MCPA</u>	ug/L
<u>Atrazine</u>	ug/L	<u>MCPB</u>	ug/L
<u>Barban</u>	pct	<u>Metolaxyl</u>	ug/L
<u>Bendiocarb</u>	ug/L	<u>Methiocarb</u>	ug/L
<u>Benomyl</u>	ug/L	<u>Methomyl</u>	ug/L
<u>Bensulfuron-methyl</u>	ug/L	<u>Metsulfuron methyl</u>	ug/L
<u>Bentazon</u>	ug/L	<u>Neburon</u>	ug/L
<u>Bromacil</u>	ug/L	<u>Nicosulfuron</u>	ug/L
<u>Bromoxynil</u>	ug/L	<u>Norflurazon</u>	ug/L
<u>Caffeine</u>	ug/L	<u>Oryzalin</u>	ug/L
<u>Caffeine-C13</u>	pct	<u>Oxamyl</u>	ug/L
<u>Carbaryl</u>	ug/L	<u>Picloram</u>	ug/L
<u>Carbofuran</u>	ug/L	<u>Propham</u>	ug/L
<u>3-Hydroxycarbofuran</u>	ug/L	<u>Propiconazole</u>	ug/L
<u>Chlorimuron-ethyl</u>	ug/L	<u>Propoxur</u>	ug/L
<u>Clpyralid</u>	ug/L	<u>Sample volume</u>	mL
<u>Cycloate</u>	ug/L	<u>Set number</u>	no.
<u>Dacthal monoacid</u>	ug/L	<u>Siduron</u>	ug/L
<u>2-Chloro-4-isopropylamino-6-amino-s-triazine {CIAT}</u>	ug/L	<u>Sulfometuron-methyl</u>	ug/L
<u>2-Chloro-6-ethylamino-4-amino-s-triazine {CEAT}</u>	ug/L	<u>Tebuthiuron</u>	ug/L
<u>Dicamba</u>	ug/L	<u>Terbacil</u>	ug/L
<u>Dichlorprop</u>	ug/L	<u>Triclopyr</u>	ug/L

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 20, 2018

Subject: Funding Agreement	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an intrastate contract between the Nevada Department of Wildlife and the Authority to receive grant funding in the amount of \$30,000 for aquatic habitat restoration within the Warm Springs Natural Area.	

Fiscal Impact:

If the above recommendation is approved, the Authority will receive funds from the Nevada Department of Wildlife in the amount of \$30,000. No matching contribution is required.

Background:

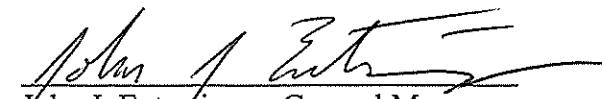
Located on the Warm Springs Natural Area, the Refuge Stream is a tributary of the mainstem Muddy River formed by the combined outflows of the Pederson and Plummer Streams. For more than 20 years, the Refuge Stream, the adjacent Apcar Stream, and their associated headwater springs have served as the primary habitat for Moapa dace, which are listed as endangered by the U.S. Fish and Wildlife Service.

In the mid-1990s, non-native blue tilapia invaded the headwaters of the Muddy River, decimating the Moapa dace population. In 1998, a large gabion fish barrier was installed on the Refuge Stream to keep blue tilapia from entering core Moapa dace habitat. In 2015, after the complete elimination of blue tilapia from the Warm Springs Natural Area, the gabion barrier was removed and replaced by a removable fish barrier, which allows for more natural hydrologic function.

Erosion and the natural removal of sediments that had accumulated above the gabion barrier over the last 20 years deepened the channel and increased the stream's gradient. A small cascade on the Refuge Stream developed into three adjacent waterfalls. These waterfalls have drops of 24, 18 and 12 inches, making it nearly impossible for adult Moapa dace to pass upstream. If approved, this agreement allows for the receipt of funds to remove the waterfalls and lessen the gradient of the stream allowing upstream and downstream movement of Moapa dace, which will provide access to additional historic habitat, improve genetic mixing and promote larger populations.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:ZLM:LML:KKC:AMB:KH:kf
Attachments

AGENDA
ITEM #

5

INTRASTATE CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Nevada Department of Wildlife
6980 Sierra Center Parkway, Suite 120
Reno, Nevada 89511
Contact: Nancy Camarena
Phone: 775-688-1526
Email: ncamarena@ndow.org

and

Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada 89106
Phone: 702-691-5208
Email: david.syzdek@snwa.com

This Agreement, made and entered into this ____ day of _____, 2018, by and between the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, hereinafter called the "SNWA," and the STATE OF NEVADA acting by and through its DEPARTMENT OF WILDLIFE, hereinafter called "NDOW." Each referred individually as the "Party" and collectively as the "Parties."

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon Board of Examiners approval to June 30, 2019 unless sooner terminated by either Party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either Party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Contract may be terminated by mutual consent of both Parties or unilaterally by either Party without

cause. The Parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth above.

6. INCORPORATED DOCUMENTS. The Parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. SNWA agrees to provide the services set forth in paragraph (6) with the total Contract or installments payable upon completion of work, not exceeding \$30,000.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each Party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party reasonable attorneys' fees and costs.

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

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

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

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

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

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other Party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Contract shall be the joint property of both Parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the services set forth in paragraph (6).

22. FEDERAL FUNDS REQUIREMENTS. As federal funds will be used for this contract, Contractor agrees to be in compliance the applicable requirements from 2 C.F.R. Part 200, Appendix II and any other requirements of federal contracting law.

23. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

24. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto, approved by the State of Nevada Office of the Attorney General.

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

Public Agency #1

Public Agency #1 Signature

Date

Title

Public Agency #2

Public Agency #2 Signature

Date

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form and compliance with law by:

On _____

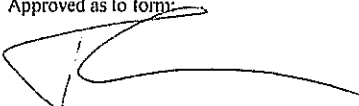
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____

(Date)

Approved as to form:



Jim Smyth, Senior Attorney
Legal Services

ATTACHMENT AA: SCOPE OF WORK

REFUGE STREAM WATERFALL PROJECT

Project Summary

The Moapa Dace *Moapa coriacea* is listed as Endangered by the US Fish and Wildlife Service (FWS) and an S1 species in the Nevada Wildlife Action Plan (NWAP). The species is endemic to the headwaters of the Muddy River, but in recent times has been restricted to only a few of the headwater tributaries. Nonnative Blue Tilapia *Oreochromis aureus* invaded the headwaters in the mid-1990s and decimated the Moapa Dace. In order to eradicate Blue Tilapia, a number of fish barriers were installed to strategically aide in eradication efforts and to provide reaches free of Blue Tilapia. A negative side-effect, yet necessary, was the restriction of Moapa Dace into just a few headwater tributaries. Historically, the species uses the headwater springs for spawning, and then moves downstream and into the main stem throughout year, which allows Moapa Dace to grow larger, be more fecund, and access all habitats within their historic range.

Repeated chemical treatments were conducted by NDOW to eradicate Blue Tilapia over the years. Those treatments were successful, and these headwater tributaries are now free of Blue Tilapia. Since eradication, the Muddy River Biological Advisory Committee has performed numerous habitat restoration projects aimed at creating and restoring aquatic habitat within the headwaters, focusing on developing swift-water habitat that benefits Moapa Dace. Most recent habitat restoration efforts have focused on removing fish barriers that were installed because of Blue Tilapia.

The Refuge Stream (aka Plummer Stream) is a headwater stream formed by the confluences of Apcar, Pederson, and Plummer springs, and converges downstream with the Muddy River main stem. The Refuge Stream and those headwater springs have served as primary habitat and a stronghold for Moapa Dace for the past 20+ years. A large gabion barrier was installed in 1998 to keep Moapa Dace contained in this prime habitat and to exclude Blue Tilapia. After Blue Tilapia were eradicated, the gabion barrier was no longer needed and restricted access of Moapa Dace to the mainstem Muddy River, the other headwater tributaries (North and South forks, and Muddy Creek), and currently prevents access from Moapa Dace attempting to move into the Refuge Stream and its associated springs. The gabion barrier was replaced by a removable fish barrier in 2015. This passable barrier altered the stream reach and allowed for more natural hydrologic function.

An existing small waterfall on the Refuge Stream just above the confluence with the Apcar Stream has become high enough now that it's acting as a significant barrier to Moapa Dace. Down cutting and natural removal of sediments that had accumulated above the gabion barrier over the last 20 years has deepened the channel and increased the gradient of the stream. The waterfall actually consists of three waterfalls in close proximity to each other. The waterfalls create drops of 24, 18, and 12 inches; making all nearly impossible for adult (45-90 mm) Moapa Dace to pass.

The main goal of this project is to remove three waterfalls and lessen the gradient of the immediate area. This would allow upstream and downstream movement of Moapa Dace, which will provide access to additional historic habitat, improve genetic mixing, and promote larger populations.

Objectives

The objective of this contract is for Southern Nevada Water Authority (SNWA) to complete aquatic habitat restoration of the Refuge Stream and provide oversight of restoration efforts. The existing waterfalls will be removed or decreased to a level passable for Moapa Dace, regrading of the stream, and stabilize banks as necessary.

Expected Results and Benefits

The long-term goal for Moapa Dace is to down- and eventually delist the species. In order to achieve that goal, their habitat must be restored to a more naturally functioning state, and connectivity must be fully restored. Removing these waterfalls will allow Moapa Dace from other reaches to access this historic habitat; thereby increasing available habitat, allowing for genetic exchange, and promoting a larger population.

Beneficial effects of the project will be assessed during routine population monitoring, which occurs in the winter and late summer. The project will be considered successful if that section is passable for all life stages of Moapa Dace. Furthermore, we expect an increase in population size within that reach and for the species, as more habitat will be available and greater numbers of fish are accessible to each other during spawning.

Approach

The SNWA has already developed project design and site plans through hiring a contractor specializing in aquatic habitat restoration. The SNWA will hire a vendor to perform the site restoration based on those designs/plans. The waterfalls will be removed or lowered, the stream will be regraded, and banks will be stabilized as necessary. The SNWA will provide on-site staffing to assist and oversee restoration efforts of the Refuge Stream, document project progress, and coordinate with NDOW throughout the project.

Deliverables

A final project report will be submitted to NDOW following completion of the project. The report shall include narrative describing restoration efforts and photo documentation of the project including pre-, during, and post-restoration.

Budget

Item	Quantity	Price	Total Price
Construction Manager	20 hours	\$111.00	\$2,200.00
Operator	16 hours	\$100.00	\$1,600.00
Laborer	16 hours	\$50.00	\$800.00
314 Excavator	16 hours	\$165.00	\$2,640.00
950 Loader	16 hours	\$195.00	\$3,120.00
Skidsteer 299	16 hours	\$39.00	\$624.00
Service Truck	5 days	\$250.00	\$1,250.00
Dust Control Permit	1 ea.	\$1,000.00	\$1,000.00
Rock/Materials	80 tons	\$40.00	\$3,200.00
Mobilization, Oversight, and Demobilization			\$13,566.00
TOTAL			\$30,000.00

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 20, 2018

Subject: Award of Bid	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors award a bid to Core & Main LP to provide complete actuator assembly replacements at the South Valley Lateral site for an amount not to exceed \$685,381, and authorize the General Manager to sign the purchase agreement.	

Fiscal Impact:

The requested \$685,381 is available in the Authority's Capital Budget.

Background:

Bid No. 2377-18, South Valley Lateral Site-Actuator Replacement, was advertised on July 6, 2018, and closed on July 23, 2018. The complete actuator assemblies (assemblies) include the actuators, battery back-up charging systems, wiring diagrams, required start-up, commissioning and support. The assemblies to be replaced are 20 years old, are no longer supported by the manufacturer, and have exceeded their expected life cycle. Properly functioning assemblies provide continuous and reliable water delivery with decreased maintenance costs.

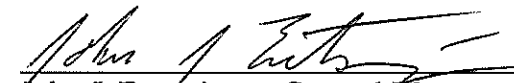
A tabulation of the two bids received are listed below:

Core & Main LP	\$ 685,380.74
Caltrol, Inc.	\$1,085,458.30

The Core & Main LP bid is considered to be the lowest responsive and responsible bid in accordance with NRS 332.065. The attached agreement provides for Core & Main LP to accept and agree to all contract terms.

This agreement is being entered into pursuant to NRS 332.065 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:GPK:MB:am
Attachments

AGENDA ITEM #

6

AGREEMENT
BID NO. XXXX-XX
PURCHASE ORDER NO. _____

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Core & Main LP (Provider).

The Parties do mutually agree as follows:

1. Owner has awarded an agreement to Provider pursuant to an administrative approval document signed by the General Manager.
2. Owner agrees to purchase and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the contract.
3. Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Provider for the performance of Work consist of the following (as applicable):
 - Amendments
 - Bid Addenda
 - Technical Specifications, Statement of Work or Specifications
 - Special Conditions
 - General Conditions
 - Agreement
 - Drawings
 - Bid Submission
 - General Provisions
 - Purchase Order No. _____

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

CORE & MAIN LP

By: _____

Name: Ray Seigworth

Title: Regional VP - West Region

SOUTHERN NEVADA WATER AUTHORITY

By: _____

Name: John J. Entsminger

Title: General Manager

Southern Nevada Water Authority

Approved as to form

By: _____

Date: 8-28-18

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 20						
Corporate/Business Entity Name: Core & Main LP						
(Include d.b.a., if applicable)						
Street Address:		1830 Craig Park Court		Website: www.coreandmain.com		
City, State and Zip Code:		St. Louis, Mo. 63146		POC Name: Dave Pratt		
				Email: dave.pratt@coreandmain.com		
Telephone No:		314-432-4700		Fax No: 314-432-8414		
Nevada Local Street Address:		2829 Losee Road		Website: www.coreandmain.com		
(If different from above)						
City, State and Zip Code:		North Las Vegas, Nv 89030		Local Fax No: 702-386-6749		
Local Telephone No:		702-494-1000		Local POC Name: Tom Lien		
				Email: thomas.lien@coreandmain.com		

All entities, with the exception of publicly-traded corporations 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 Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

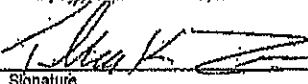
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See Attached		
CD&R Plumb Buyer, LLC	General Partner	56.54%
Core & Main GP, LLC	General Partner	43.46%

This section is not required for publicly-traded corporations:

- Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that the 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 Entity full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the completed disclosure form.

 Signature <u>Branch Manager</u> Title	<u>Thomas K. Lien</u> Print Name <u>8-20-18</u> Date
--	---

DISCLOSURE OF RELATIONSHIP

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

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

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association.

"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 Entity Use Only:

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

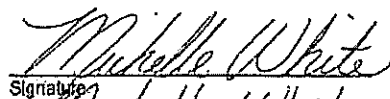
☒ No Disclosure

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

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

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

Notes/Comments:



Signature



Print Name

Authorized Department Representative

Core & Main LP f/k/a HD Supply Waterworks, Ltd., a Florida limited partnership

Ownership Structure

Partners of Core & Main LP:

CD&R Plumb Buyer, LLC -- General Partner

Core & Main GP, LLC -- General Partner

Core & Main Management Feeder, LLC -- Limited Partner

LEGAL ENTITY	HOLDING COMPANY/OPERATING ENTITY WHAT IT OWNS
Core & Main LP (f/k/a HD Supply Waterworks, Ltd.)	Operating Entity Owns no other entities
CD&R Plumb Buyer, LLC 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns approximately 56.54% of Core & Main LP
Core & Main GP, LLC 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns approximately 43.46% of Core & Main LP
Core & Main Management Feeder, LLC 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns approximately 0% of Core & Main LP
CD&R Waterworks Holdings, LP 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns >10% of CD&R Plumb Buyer, LLC
CD&R Fund X Waterworks B, L.P. Manager address: 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns >10% of CD&R Waterworks Holdings, L.P.
CD&R WW Holdings, LLC 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns >10% of CD&R Waterworks Holdings, LP Owns >10% of CD&R WW, LLC
CD&R WW Holdings, L.P. 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns >10% of Core & Main GP, LLC
CD&R WW, LLC 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns >10% of CD&R WW Holdings, L.P.
CD&R WW Holdings, LLC 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns >10% of CD&R WW, LLC Owns >10% of CD&R Waterworks Holdings, LP
CD&R Fund X Waterworks B1, L.P. Manager address: 375 Park Avenue, 18 th Floor New York, NY 10152	Holding Company Owns >10% of CD&R WW Holdings, LLC

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

September 20, 2018

Subject: Construction Award	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors award a contract for the rehabilitation of water treatment filters and miscellaneous installation of large diameter butterfly valves to The Whiting-Turner Contracting Company for the amount of \$25,993,449, authorize a change order contingency amount not to exceed \$1,000,000, and authorize the General Manager to sign the construction agreement.	

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:

Contract No. 320O 03 C1, AMSWTF Filter Bed Improvements Phase III (Contract), located as generally shown on Attachment A, provides for the rehabilitation of Alfred Merritt Smith Water Treatment Facility filters No. 6 through No. 20, along with miscellaneous installation of large diameter butterfly valves.

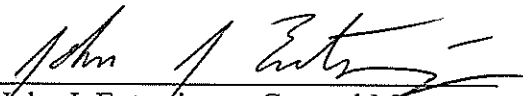
Sealed bids were received and publicly opened on August 9, 2018. A tabulation of the bids received is listed below:

The Whiting-Turner Contracting Company	\$25,993,449
MMC, Inc.	\$28,230,470
J. A. Tiberti Construction Company	\$28,568,931
Sletten Construction of Nevada, Inc.	\$28,658,000
Record Steel and Construction, Inc., dba RSCI	\$30,381,600

The Whiting-Turner Contracting Company (Whiting-Turner) proposal is considered to be the best bid received as defined by NRS 338.1389. The attached construction agreement provides for Whiting-Turner to accept and agree to all Contract terms. Whiting-Turner is a Nevada corporation located in Las Vegas, Nevada.

This agreement is being entered into pursuant to NRS 338.1389 and Sections 6(e) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

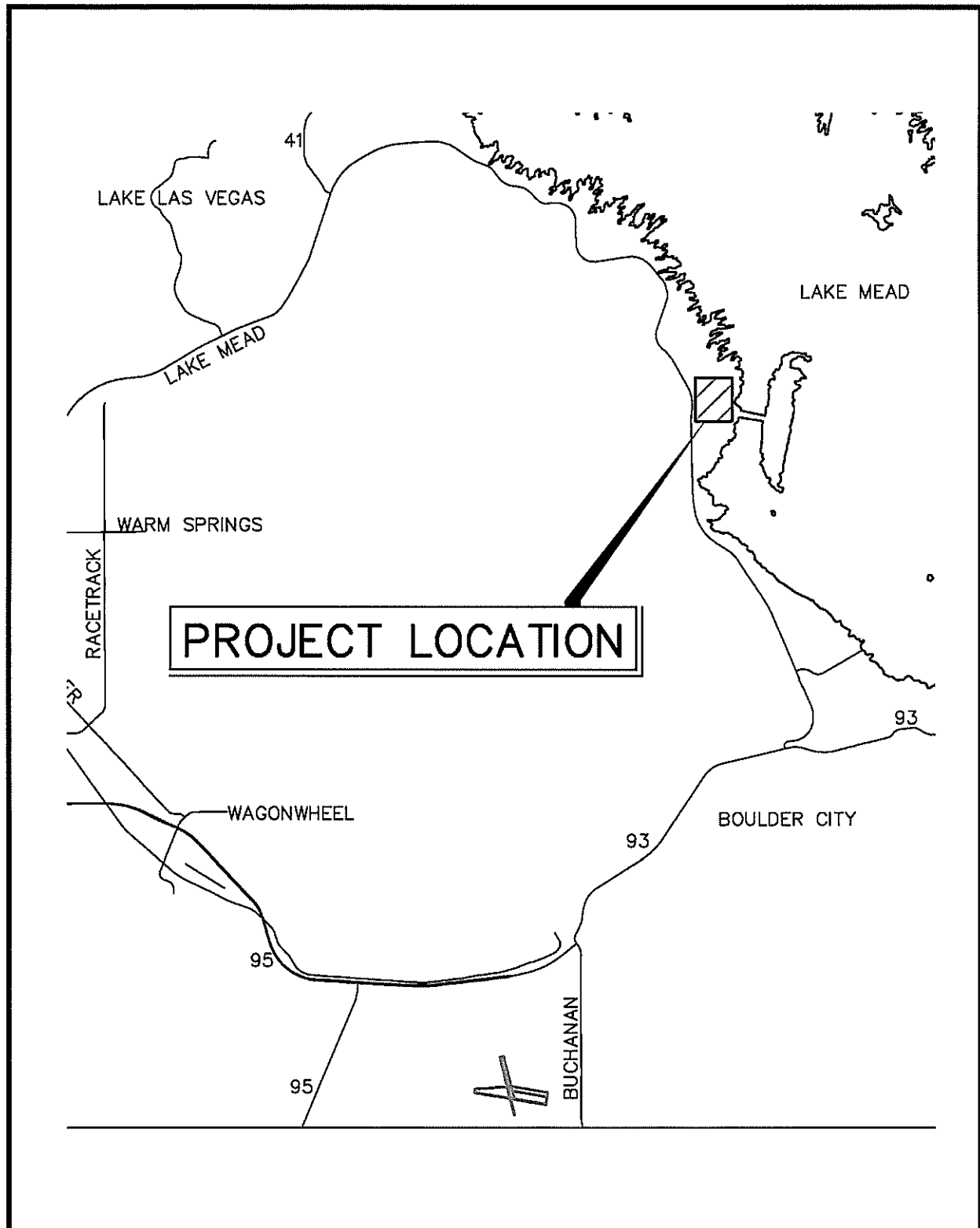

John J. Entsminger, General Manager
JJE:DLJ:PJJ:DCB:SO:evw
Attachments

AGENDA
ITEM #

7

SNWA BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3200 03 C1
AMSWTF FILTER BED IMPROVEMENTS PHASE III



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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 Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 75						
Corporate/Business Entity Name: The Whiting-Turner Contracting Company						
(Include d.b.a., if applicable)						
Street Address:		6270 Via Austi Parkway #300		Website: http://www.whiting-turner.com/		
City, State and Zip Code:		Las Vegas, Nevada 89119		POC Name: Paul Schmitt		
				Email: paul.schmitt@whiting-turner.com		
Telephone No:		702-650-0700		Fax No: 702-650-2650		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded corporations 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 Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

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

Full Name

Title

% Owned
(Not required for Publicly Traded Corporations/Non-profit organizations)

The Whiting Turner contracting company is an employee owned company through a stock appreciation rights plan. In excess of one thousand employees participate in the plan currently and none of these hold more than 5% ownership. Management of the corporation is controlled by President and CEO, Timothy J. Regan.

This section is not required for publicly-traded corporations.

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

☐ Yes

☒ No

(If yes, please note that the 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 Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

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

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the completed disclosure form.

Signature

Title

Print Name

Date

DISCLOSURE OF RELATIONSHIP

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

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

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association .

"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:

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- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For Entity Use Only:

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

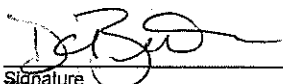
☒ No Disclosure

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

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

☐ Yes ☐ No Is the Entity 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

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and The Whiting-Turner Contracting Company

hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: AMSWTF FILTER BED IMPROVEMENTS PHASE III

Contract No: 3200 03 C1

Public Works Project Identifying Number: CL-2018-313

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

- j. Bid Form
- k. Bonds
- l. Instructions to Bidders
- m. Invitation to Bid and Legal Notice
- n. Notice of Award
- o. Final Notice to Proceed

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this 20th day of August, 2018.

[CONTRACTOR'S NAME]

The Whiting-Turner Contracting Company
By: [Signature]
Signatory Empowered to Bind Contractor
Paul Schmitt
Type or Print Name
Senior Vice President
Official Title

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

SOUTHERN NEVADA WATER AUTHORITY

By _____
John J. Entsminger
General Manager

Approved as to Form:

[Signature]
Attorney for Southern Nevada Water Authority

END OF DOCUMENT

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS**

AGENDA ITEM

September 20, 2018

Subject: Construction Award	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors award a contract for sodium hypochlorite system upgrades at the River Mountains Water Treatment Facility to MMC, Inc., for the amount of \$6,244,743, authorize a change order contingency amount not to exceed \$600,000, and authorize the General Manager to sign the construction agreement.	

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:

Contract No. G0965, RMWTF Sodium Hypochlorite System Upgrades (Contract), located as generally shown on Attachment A, provides for replacement of five existing on-site sodium hypochlorite generation systems, liners in existing salt/brine and sodium hypochlorite tanks and related upgrades.

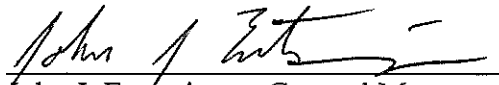
Sealed bids were received and publicly opened on August 16, 2018. A tabulation of the bids received is listed below:

MMC, Inc.	\$6,244,743
Sletten Construction of Nevada, Inc.	\$6,357,500

The MMC, Inc. (MMC), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for MMC to accept and agree to all Contract terms. MMC is a Nevada corporation located in Las Vegas, Nevada.

This agreement is being entered into pursuant to NRS 338.1389 and Sections 6(e) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agreement.

Respectfully submitted:

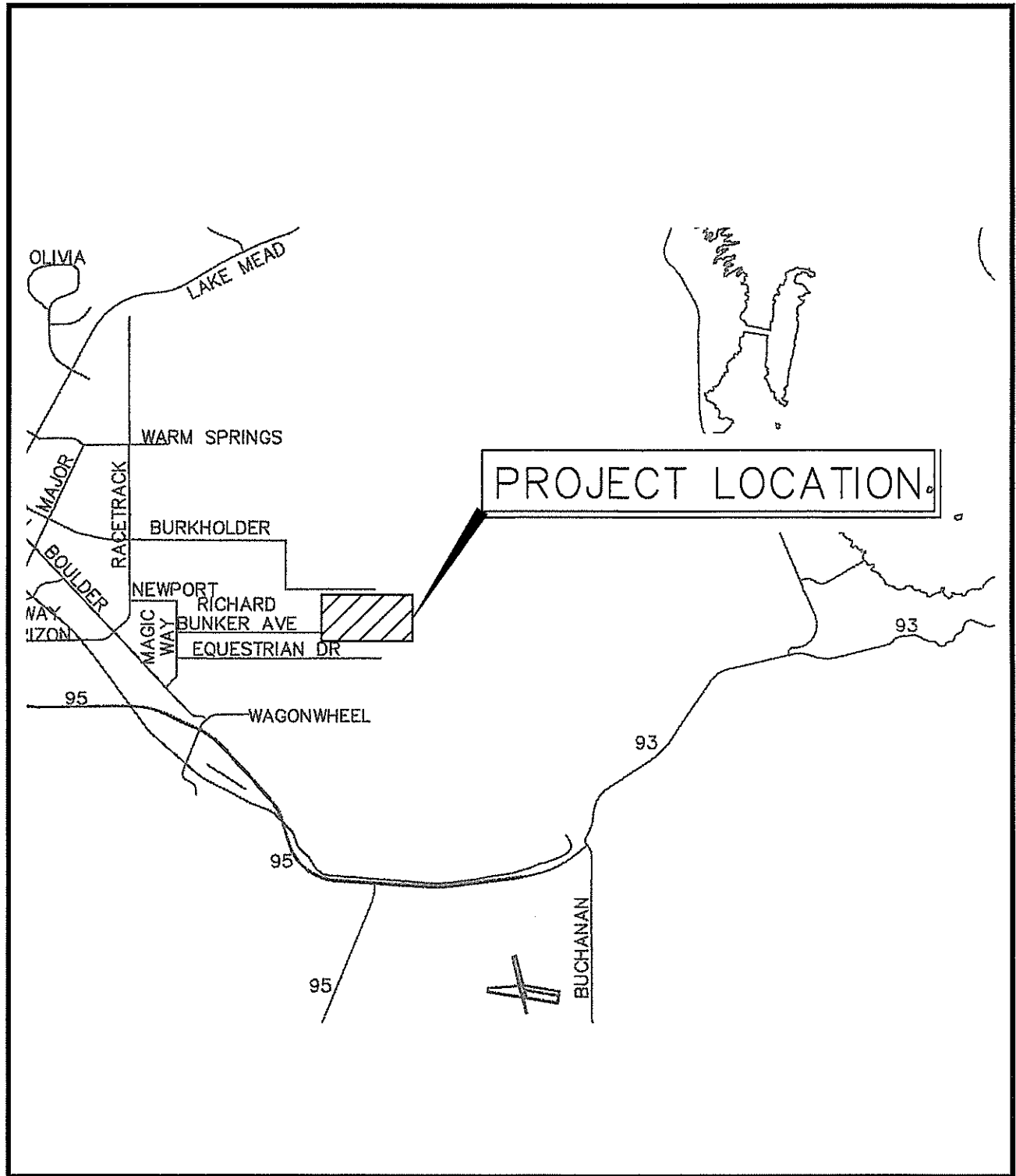

John J. Entsminger, General Manager
JJE:DLJ:PIJ:DCB:SO:evw
Attachments

AGENDA
ITEM #

8

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. G0965
RMWTF SODIUM HYPOCHLORITE SYSTEM UPGRADES



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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 Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 34						
Corporate/Business Entity Name: MMC, Inc.						
<small>(Include d.b.a., if applicable)</small>						
Street Address:			6600 Amelia Earhart Ct., Suite E			
City, State and Zip Code:			Las Vegas, Nevada 89119			
Telephone No:			702-642-3332			
Nevada Local Street Address: <small>(If different from above)</small>			same as above			
City, State and Zip Code:						
Local Telephone No:						
			Website: www.nclasvegas.com/MMC			
			POC Name: Lane Waite			
			Email: lwaite@nclasvegas.com			
			Fax No: 702-642-9876			
			Local Fax No:			
			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded corporations 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 Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

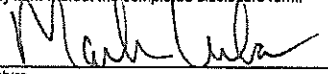
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Greg J. Paulk	President	74%
Brady W. Stevens	Secretary/Treasurer	11%

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that the 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 Entity full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on any item without the completed disclosure form.


 Signature

Mark Urban
 Print Name

Vice President
 Title

August 09, 2018
 Date

DISCLOSURE OF RELATIONSHIP

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

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

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association .

"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 Entity Use Only:

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

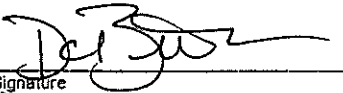
☒ No Disclosure

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

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

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

Notes/Comments:


 Signature
 DONALD C BITTLER
 Print Name
 Authorized Department Representative

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and MMC, INC.

hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: RMWTF SODIUM HYPOCHLORITE SYSTEM UPGRADES

Contract No: G0965

Public Works Project Identifying Number: CL-2018-176

2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
 - a. Addenda
 - b. General Requirements
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Agreement
 - f. Drawings
 - g. Technical Specifications
 - h. Permits

- i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
 - j. Bid Form
 - k. Bonds
 - l. Instructions to Bidders
 - m. Invitation to Bid and Legal Notice
 - n. Notice of Award
 - o. Final Notice to Proceed
6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this 16th day of August, 2018.

CONTRACTOR'S NAME

MMC, INC.
By: _____
Signatory Empowered to Bind Contractor

GREG J. PAULK
Type or Print Name

PRESIDENT
Official Title

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

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

Approved as to Form:

Attorney for Southern Nevada Water Authority

END OF DOCUMENT

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS**

AGENDA ITEM

September 20, 2018

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.

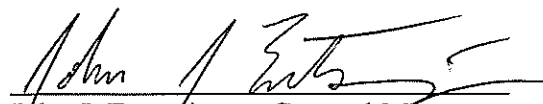
The nature of the drought in the Colorado River Basin has direct effects on water resources and future planning. The drought has prompted communities to launch major conservation initiatives to reduce water use among citizens and businesses, and has resulted in the development and implementation of the 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 the 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 together with Intake No. 3 to protect access to the majority of Southern Nevada's 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 #

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