

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – MARCH 21, 2019

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
Scott Black
Jim Gibson
Justin Jones
Peggy Leavitt
John Marz

John J. Entsminger,
General Manager

Date Posted: March 14, 2019

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 January 17, 2019.

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

2. *For Possible Action:* Approve an interlocal agreement between the Colorado River Joint Powers Authority and the Authority to support funding for the development of a Colorado River traveling exhibition and to authorize the General Manager to enter into funding agreements in substantially similar form.
3. *For Possible Action:* Approve two resolutions authorizing the submission of two grant proposals to the Bureau of Reclamation’s WaterSMART: Water and Energy Efficiency Grant Program, requesting \$300,000 and \$1,500,000, respectively; if either proposal is accepted, the Authority’s matching contribution would be \$3,000,000 or \$25,000,000, respectively.
4. *For Possible Action:* Authorize an increase in expenditures for the Annual Requirements Contract for Liquid Chlorine awarded to DX Ventures, L.P., dba DX Systems Company, L.P., from an annual amount not to exceed \$595,130, with an increase not to exceed 5 percent per renewal term, to an annual amount not to exceed \$645,680, with an increase not to exceed 5 percent per renewal term.

BUSINESS AGENDA

5. *For Information Only:* Receive a presentation from staff on the status of Low Lake Level Pumping Station construction activities near Lake Mead.
6. *For Possible Action:* Approve and authorize the General Manager to sign a second amended and restated purchase agreement between Indar Consortium and the Authority for the supply of two additional submersible high-lift pumps and motors for the Lake Mead Intake No. 3 Low Lake Level Pumping Station for an increased amount of \$6,023,536.
7. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between the City and County of Denver, acting through its Board of Water Commissioners, and the Authority to accept funds for climate and hydrology projects in the Colorado River Basin for an amount not to exceed \$250,000.
8. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form, an agreement between the University Corporation for Atmospheric Research and the Authority for a climate downscaling project in the Colorado River Basin for an amount not to exceed \$150,000.
9. *For Possible Action:* Approve Amendment No. 1 to the existing agreement between R&R Partners, Inc., and the Authority for a one-time increase in an amount not to exceed \$750,000 for the remainder of fiscal year 2018-19 to enhance and increase integrated marketing, communications and public outreach services for the Authority's water efficiency public education campaign and comprehensive water conservation initiatives.
10. *For Possible Action:* Authorize an award of bid for the Supply Contract for Raw Water Treatment Chemicals for an amount not to exceed \$3,469,189 for an initial 14-month period, which includes a 15 percent contingency, authorize the General Manager or his designee to select the best bid received based on each bid package, execute multiple supply contracts, and renew each supply contract for up to five additional one-year periods, with an increase not to exceed 30 percent per year.
11. *For Possible Action:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and activities, activities on the Colorado River, and water resource acquisition and development.

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
JANUARY 17, 2019
MINUTES**

CALL TO ORDER 9:03 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
Scott Black
Jim Gibson
Justin Jones
Peggy Leavitt
John Marz

BOARD MEMBERS ABSENT None

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

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

Ed Uehling spoke concerning items 3 and 11. Regarding item 3, he said that the Board should discuss the item separately. Regarding item 11, he said that the Board should listen to and discuss the issues raised during the public hearing.

Kyle Roerink submitted a letter regarding item 11. A copy of his letter is attached to these minutes.

Items 8, 11, 12 and 13 were removed from the agenda.

ITEM NO.

1. ***For Possible Action: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of November 15, 2018.***

Staff recommended that items 8, 11, 12 and 13 be removed from the agenda. John Entsminger, General Manager, said that staff would like to have more time to engage the community to more fully explain the origin and continued need for quarter-cent sales tax for water and wastewater infrastructure projects.

Vice Chair Coffin agreed that not everyone understood the sales tax issue and talked about the community benefits, including flood control projects, that had been funded by the sales tax.

Chair Kirkpatrick said that the community had changed since the sales tax was first adopted and that the Authority had a responsibility to the public to more fully explain the need for the continuation of the sales tax.

FINAL ACTION: A motion was made by Director Gibson to approve the agenda for this meeting with the removal of items 8, 11, 12 and 13, and to approve the minutes from the regular meeting of November 15, 2018. The motion was approved.

2. ***For Possible Action: Appoint a director to serve as a member of the Colorado River Commission of Nevada for the remainder of an unexpired term.***

FINAL ACTION: Director Marz made a motion to appoint Jim Gibson as a member of the Colorado River Commission of Nevada. The motion was approved.

CONSENT AGENDA

3. ***For Possible Action: Renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, authorizing the General Manager of the District to serve as the General Manager of the Authority, and utilizing the staff and resources of the District to manage the affairs of the Authority.***

4. ***For Possible Action:*** Approve and authorize the General Manager to sign Change Order No. 4 to the contract with Las Vegas Paving Corporation for installation of two erosion control structures on the Las Vegas Wash in the amount of \$242,749.
5. ***For Possible Action:*** Approve an interlocal agreement, in substantially the same form as attached hereto, among the City of Henderson, the City of Las Vegas, Clark County, the Clark County Water Reclamation District, the Regional Transportation Commission of Southern Nevada, the City of Mesquite, the City of Boulder City, and the Authority to establish funding allocations for the Clark County Aerial Imagery Project through December 31, 2020, for an amount not to exceed \$144,558.
6. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between the Water Research Foundation and the Authority for the Developing Guidance for Assessment and Evaluation of Harmful Algal Blooms and Implementation of Control Strategies in Source Water study, authorize the Authority to contribute \$18,000 in cost-share services, accept funds and in-kind services for a combined amount not to exceed \$520,690, and authorize the General Manager to approve future modifications that do not fiscally impact the Authority.
7. ***For Possible Action:*** Approve, adopt and authorize the Chair to sign a resolution approving a new records retention schedule to supersede and replace the existing records retention schedule adopted on October 21, 1999, authorizing the General Manager to approve future amendments to the records retention schedule as necessary, and authorizing the General Manager to approve a records retention policy.

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

8. ***For Possible Action:*** Approve and authorize the Chair to sign an interlocal agreement between the Las Vegas Valley Water District and the Authority for distribution of Jean Water System's share of the Clark County Water and Wastewater Infrastructure Sales Tax revenue.

FINAL ACTION: Deleted from the agenda.

BUSINESS AGENDA

9. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement among the Central Arizona Water Conservancy District, the Arizona Department of Water Resources, the Salt River Project, Freeport-McMoran, Inc., the Six Agency Committee of California and the Authority to provide funding for a study of binational desalination opportunities in the Sea of Cortez for an amount not to exceed \$100,000.

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

10. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between Geophex Surveys and the Authority for an amount not to exceed \$200,000 for the period from date of award through December 31, 2019, with the option to renew for one additional one-year period.

Vice Chair Coffin asked if section 40 of the proposed agreement was standard language in other Authority agreements. Greg Walch, General Counsel, said that the clause in the agreement was required by federal law and was standard in the Authority's professional services agreements.

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

11. ***For Possible Action:*** Conduct a public hearing regarding an ordinance proposed for adoption by the Clark County Board of County Commissioners related to the cessation of the quarter-cent sales tax for water and wastewater infrastructure projects.

FINAL ACTION: Deleted from the agenda.

12. ***For Possible Action:*** Approve a resolution approving the form of an amended and restated interlocal agreement between the Las Vegas Valley Water District and the Authority that provides for the repayment of bonds issued for the benefit of the Authority by the Las Vegas Valley Water District, and authorizing designated officers of the Authority to execute the same.

FINAL ACTION: Deleted from the agenda.

13. ***For Possible Action:*** Adopt a resolution consenting to the issuance of Las Vegas Valley Water District refunding bonds in the maximum principal amount of \$338,750,000 to refinance certain outstanding bonds and commercial paper notes for the Southern Nevada Water Authority.

FINAL ACTION: Deleted from the agenda.

14. ***For Possible Action:*** Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and activities, activities on the Colorado River, water resource acquisition and development, and the status of construction activities near Lake Mead.

Mr. Walch gave a presentation on water resources and drought conditions in the Colorado River Basin. A copy of his presentation is attached to these minutes.

Regarding reservoir projections, Director Gibson asked how much of the projections were driven by resource management and how much depended on precipitation. Mr. Walch said that the projections assumed the average amount of runoff in the system; therefore, the projections were indicative of the numerous demands on the river system. Mr. Entsminger added that in the Lower Basin, average inflows to Lake Mead amounted to 8.25 million acre feet, however the total amount of uses in the Lower Basin were 9.2-9.5 million acre feet. Drought exacerbates the issue by reducing inflows even more. The Drought Contingency Plan approved by the Board in November dictates how the Lower Basin will manage demands in response to reduced inflows.

Vice Chair Coffin asked about water banking in Arizona. Mr. Entsminger said water banked in Arizona would be recovered from Lake Mead from Arizona's apportionment. Having a diverse water resource portfolio benefits Southern Nevada.

Director Jones asked for recommendations from staff on how each of the member agencies in their respective jurisdictions might lead by example and improve on their conservation efforts. Chair Kirkpatrick said that the local governments had been coordinating on efforts to get older office parks and high water use areas to participate in the Authority's Water Smart Landscapes program. Director Gibson said that regular updates on conservation progress would be helpful for the Board to understand how the community was responding to the Authority's conservation messaging.

Mr. Entsminger said that staff would bring a regular conservation update to future meetings.

NO ACTION REQUIRED.

Public Comment

Ed Uehling spoke regarding Lake Powell water levels and Sea of Cortez desalination pilot projects. He said that the Salton Sea should be considered in the pilot projects as the activities could potentially benefit both water users and the Salton Sea.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:44 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.



P.O. Box 75 Baker, Nevada 891311
(775) 881-8304

**GREAT BASIN
WATER NETWORK**

info4gbwn@gmail.com
GreatBasinWaterNetwork.org

January 16, 2019

John Entsminger
General Manager
Southern Nevada Water Authority
RE: Board Meeting Agenda: Item 11

Mr. Entsminger:

The Great Basin Water Network believes sustainable growth in Southern Nevada depends on reliable, environmentally sound infrastructure and enhanced conservation measures.

The Southern Nevada Water Authority's investments in Intake No. 3, general system improvements, and Colorado River conservation represent the will of the people and the ingenuity of our community. It is our hope that SNWA invests in more commonsense solutions like those mentioned above while abandoning dangerous proposals like the untested and unsound Groundwater Development Plan.

Regarding "*Business Agenda: Item 11*" for the upcoming board meeting, SNWA's quarter-cent sales tax approved by voters in 1998 provided an indispensable revenue source in recent years. While we applaud SNWA for its commitment to a number of forward-thinking initiatives funded by the sales tax, the community must have assurances that the Water Authority is spending all of the money responsibly.

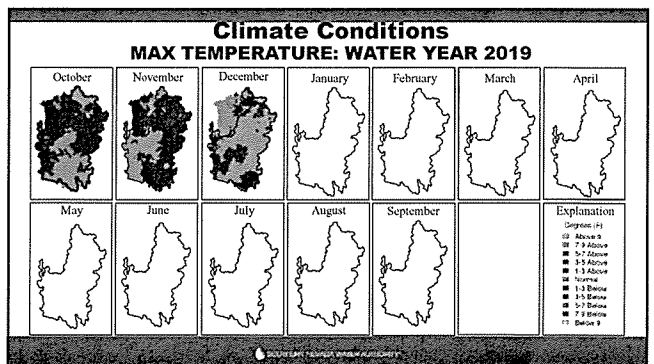
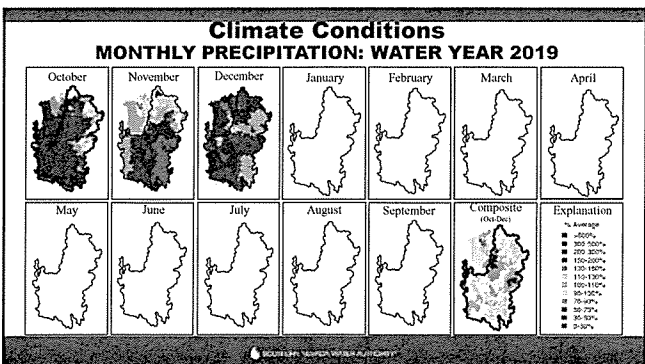
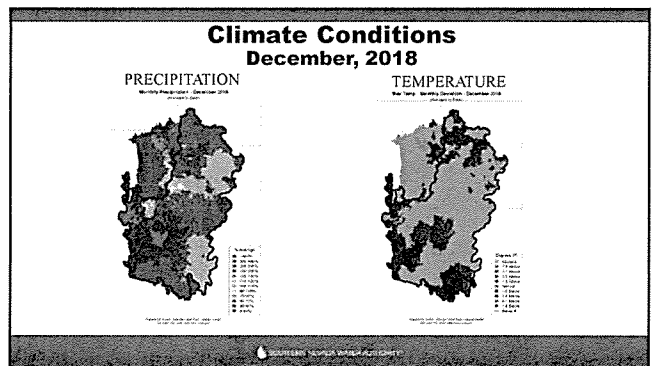
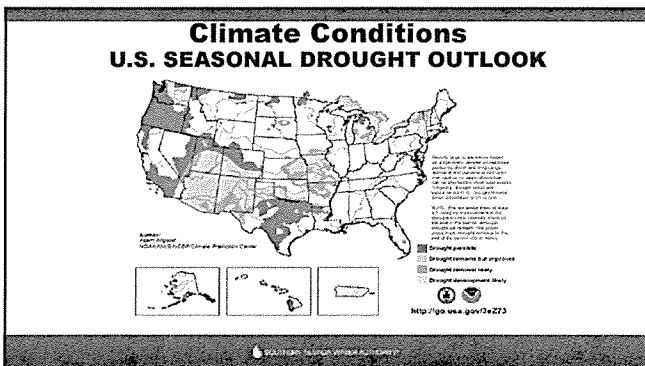
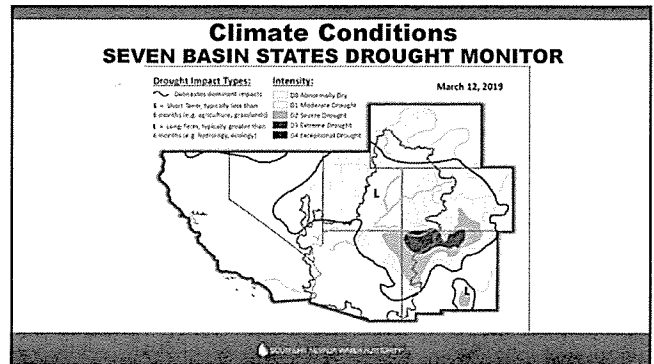
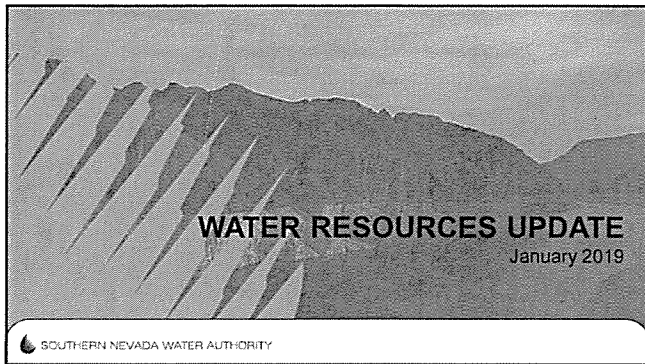
Voters passed the provision with the understanding that the tax would sunset by 2025 or after it hit a \$2.3 billion threshold. An undeniable strength of the law is the requirement that the Clark County Commission reviews the merits of the quarter-cent sales tax every ten years. Before there is any reauthorization, we believe that Clark County residents deserve to see an exhaustive accounting of the \$1.4 billion SNWA has collected. A line-by-line accounting vetted in a public forum and prominently posted on the SNWA website would help demonstrate the long-term value of the tax for the Water Authority and a commitment to transparency and accountability for taxpayers.

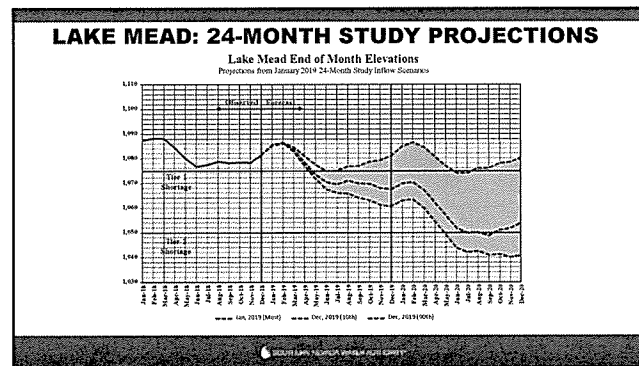
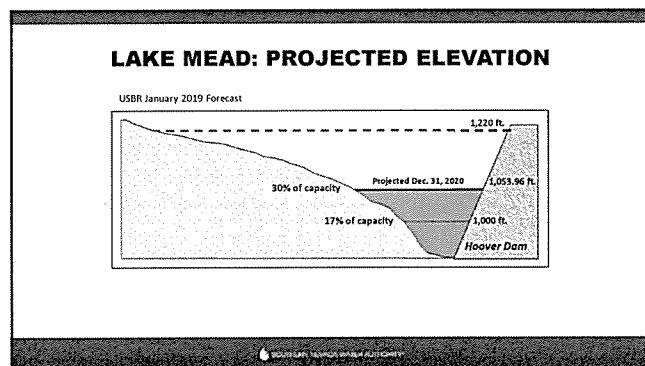
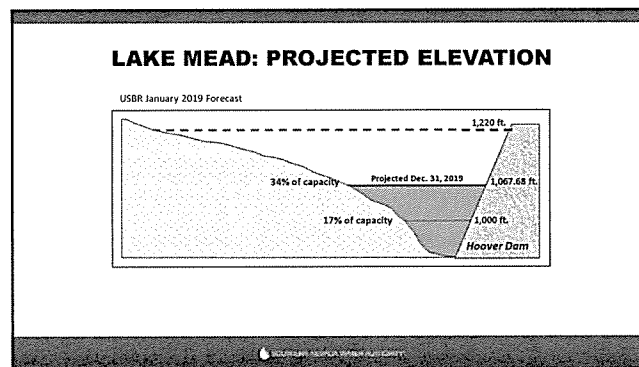
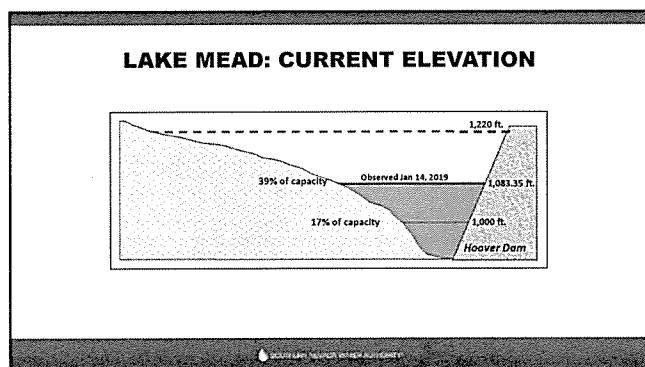
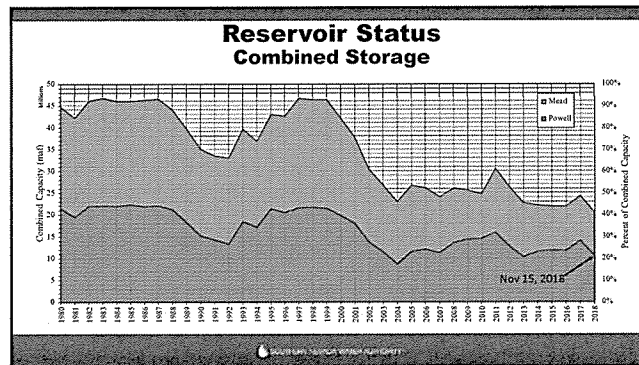
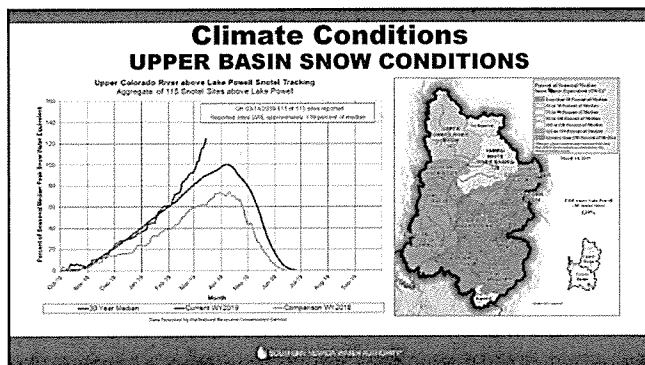
At a time of unprecedented drought and historic drops in Lake Mead, Southern Nevadans — especially ratepayers — deserve to know how SNWA spends taxpayer dollars. While we don't always see eye-to-eye, our organizations can both agree that Southern Nevada residents cannot be left in the dark.

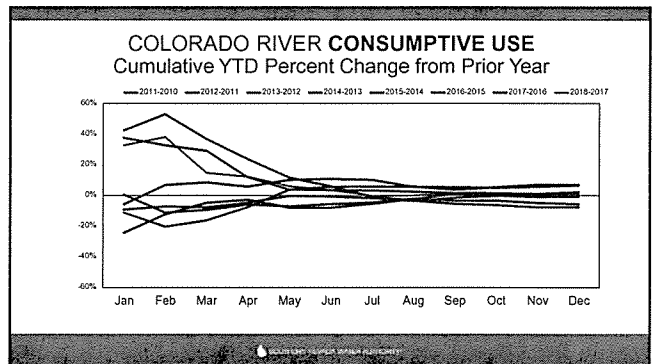
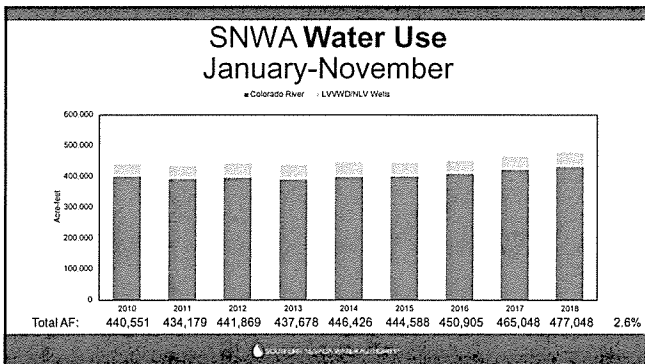
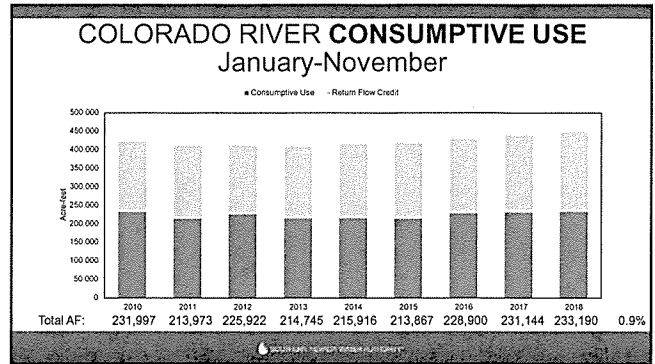
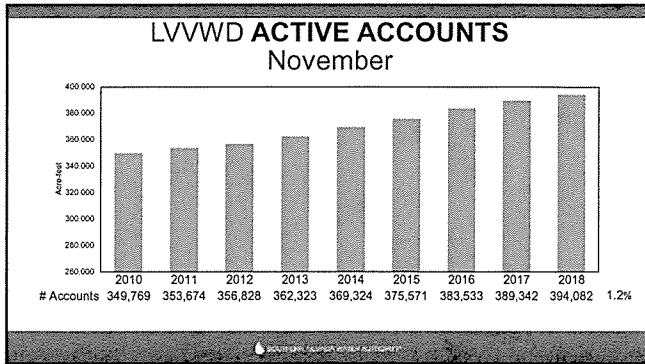
Sincerely,

Kyle Roerink
Executive Director
Great Basin Water Network

CC: SNWA BOARD OF DIRECTORS







SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2019

Subject: Interlocal Agreement	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve an interlocal agreement between the Colorado River Joint Powers Authority and the Authority to support funding for the development of a Colorado River traveling exhibition and to authorize the General Manager to enter into funding agreements in substantially similar form.	

Fiscal Impact:

If the above recommendation is approved, the Authority will receive funds totaling \$25,000 from the Colorado River Joint Powers Authority and funding from additional project partners, government agencies and charitable organizations.

Background:

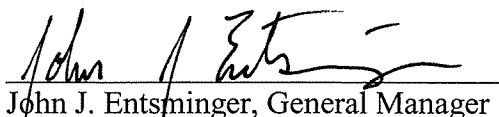
The Authority joined federal, state and environmental stakeholders in 2016 to fund development of the Colorado River Conceptual Exhibition Plan (Plan). Completed in 2017, the Plan summarizes research findings on the size, cost, public interest and feasibility of creating a nationally touring exhibition about the Colorado River. A key goal of the exhibition is to expand public knowledge about the river and connect the Colorado River with the communities it serves.

In 2018, the Authority entered into a partnership agreement with the Water Education Foundation to support project fund development efforts. The \$5.5 million exhibition is expected to reach one million visitors at major museums in 15 cities during its (minimum) five-year tour. To date, project partners have made funding commitments for development totaling approximately \$1.5 million.

At this time, the Board of Directors is being asked to approve the Interlocal Agreement for a partner contribution from the Colorado River Joint Powers Authority, a separate public entity organized under California law by the following six California water agencies: Coachella Valley Water District, Imperial Irrigation District, Los Angeles Department of Water and Power, The Metropolitan Water District of Southern California, Palo Verde Irrigation District and San Diego County Water Authority; and authorize the General Manager to enter into agreements in substantially similar form.

These agreements are authorized pursuant to NRS 277.180, and Sections 6(j) and 6(p) 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:JAW:AB:SH:ab
Attachment

AGENDA
ITEM #

2

INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

This Agreement, made and entered into this _____ day of _____, 2018 (“Effective Date”), by and between the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada (“AUTHORITY”) and the COLORADO RIVER JOINT POWERS AUTHORITY (“CRJPA”), established as a separate public entity under California law by the following six California water agencies: Coachella Valley Water District (CVWD), the Imperial Irrigation District (IID), Los Angeles Department of Water and Power (LADWP), The Metropolitan Water District of Southern California (MWD), the Palo Verde Irrigation District (PVID) and the San Diego County Water Authority (SDCWA). The AUTHORITY and the CRJPA are each referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties have a history of working on Colorado River issues in a cooperative manner, and

WHEREAS, the Parties worked with other partners, contractors, and Colorado River stakeholders to develop a Colorado River Exhibition Conceptual Plan (“Conceptual Plan”) for a 7,500-square-foot traveling Exhibition about the Colorado River (“Exhibition”) designed to enhance public understanding of the complex issues that surround the Colorado River with a total estimated development cost of \$5.6 million, and

WHEREAS, the Parties desire to further develop and produce the Project as a collaborative undertaking between the Parties and other Colorado River stakeholders (“Project Participants”), using the Conceptual Plan as a foundation for subsequent planning efforts, and

WHEREAS, the AUTHORITY will serve as the Project Manager and coordinator for the Project Participants (“Project Manager”); seek to enter into agreements with Project Participants in order to provide project funding; enter into agreements with other institutions to inform, develop and produce the Exhibition; and enter into agreements with museum or similar institutions to host the Exhibition as part of a five-year tour.

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

1. **TERM.** This Agreement shall be effective upon the date of execution by the last Party to execute this Agreement. This Agreement shall terminate upon the completion of the Scope of Work described in Section 2 below and the payment of any refunds described Section 3 below.
2. **SCOPE OF WORK.** The AUTHORITY, or its consultants and/or contractors, will develop, design and fabricate the Exhibition and its accompanying programs including, but not limited to, educational resources for K-12 visitors and the framework for a regional and local speakers’ program by January 31, 2023. The Exhibition will include 5,000 square feet of developed content and 2,500 square feet of optional museum components to be curated by host venues for customized regional content.

The AUTHORITY will serve as the Project Manager for the Project. As Project Manager, the AUTHORITY will perform and oversee all of the following: any and all fundraising necessary to support or develop the Project; development of Exhibition design documents (“Documents”) for the production and fabrication of the Exhibition; fabrication of the Exhibition in accordance with the Documents; acquisition of space for the Exhibition with museums and other venues located inside and outside of the Colorado River

Basin; promotion of the Exhibition; and touring and the disposition of the Exhibition following its planned tour. In addition, the AUTHORITY will manage scientific, technical and academic advisors, including the Advisory Committee, as further described in Section 4 of this Agreement. All fundraising for the Project is solely the responsibility of the AUTHORITY, and other than the \$25,000 referenced in Section 3 the CRJPA has no fundraising or Project payment obligations whatsoever.

3. CONSIDERATION. The AUTHORITY agrees to provide the services set forth in Section 2 and CRJPA agrees to provide \$25,000 on or before January 1, 2020 as a share of the Exhibition costs, estimated at \$5.6 million. Unspent funds will be refunded to CRJPA and other Project Participants on a pro-rata basis within 120 days of completion of the Project or, if the Project is canceled or terminated, within 120 days of Project cancellation or termination. All funds contributed by the CRJPACRJPA pursuant to this Agreement will be used by the AUTHORITY towards the sole purpose of carrying out the Project.

4. PROJECT MANAGEMENT. The AUTHORITY will serve as the Project Manager for the Project and will maintain an Advisory Committee consisting of representatives from the AUTHORITY and other Project Participants and funders including, representatives from the seven Colorado River Basin States, Springs Preserve Foundation, Central Arizona Water Conservation District, Metropolitan Water District of Southern California, Denver Water, Water Education Foundation, The Audubon Society, the Upper Colorado River Commission and the U.S. Bureau of Reclamation. The AUTHORITY will invite additional representatives to the Advisory Committee in consultation with the funders, including representatives from the Colorado River Commission of Nevada and the Upper Colorado River Commission. Other entities may provide funding without participating in the Advisory Committee. The Advisory Committee will be responsible for participating in Project Participant meetings, reviewing reports and draft interpretive plans. The Advisory Committee will seek to reach consensus in all final reports and in the final Exhibition narrative plan prepared by the AUTHORITY (and/or its consultant(s)).

5. INSPECTION & AUDIT.

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

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum six years. The retention period runs from the date of termination of this Agreement and the provisions of this section will survive the termination of this Agreement. 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.

6. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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.

7. NO GUARANTEE OF SUCCESS. The Parties will use reasonable efforts to satisfy their respective duties and provide the deliverables for the Project; provided, however, the Parties agree and acknowledge that there is no assurance or guarantee that this Agreement or any obligation herein will result in a successful Project.

8. MUTUAL INDEMNIFICATION. Each Party shall defend indemnify and hold harmless the other Party, including and each of their respective members, officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all third party claims, and all associated losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement. Nothing in this Agreement shall in any manner obligate any members of the CRJPA to defend or indemnify the AUTHORITY.

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

10. ASSIGNMENT. Neither the AUTHORITY or the CRJPACRJPA shall assign or transfer their interests in this Agreement without the prior written consent of the other Party. If CRJPA or the AUTHORITYCRJPA assign or transfer without prior written approval, the assignment or transfer shall be void, and not merely voidable.

11. MODIFICATION OF AGREEMENT. This Agreement may not be changed or modified except by written instrument executed by both Parties.

12. NO THIRD PARTY RIGHTS. This Agreement is not intended by the Parties to create any right in or benefit to Parties other than the AUTHORITY and CRJPACRJPA. This Agreement does not create any third party beneficiary rights or causes of action.

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

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

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

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

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

To CRJPACRJPA: Colorado River Authority
 c/o Colorado River Board of California
 770 Fairmont Ave., Suite 100
 Glendale, CA 91203-1068
 Attention: Christopher S. Harris
 csharris@crb.ca.gov

To AUTHORITY: Southern Nevada Water Authority
 1001 S Valley View Blvd.
 Las Vegas, NV 89153
 Attention: Amy Best
 amy.best@snwa.com

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission.

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

18. APPLICABLE LAW. The laws of the State of California govern this Agreement.

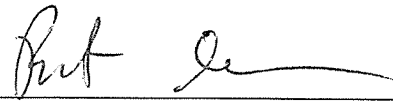
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger, General Manager


(Date)

Approved as to form by:



For Gregory J. Walch, General Counsel

On



(Date)

COLORADO RIVER AUTHORITY

Tom Levy, General Manager

(Date)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2019

Subject: Resolutions to Submit Grant Proposals	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve two resolutions authorizing the submission of two grant proposals to the Bureau of Reclamation’s WaterSMART: Water and Energy Efficiency Grant Program, requesting \$300,000 and \$1,500,000, respectively; if either proposal is accepted, the Authority’s matching contribution would be \$3,000,000 or \$25,000,000, respectively.	

Fiscal Impact:

None by approval of the above recommendation. If the Bureau of Reclamation accepts either proposal, a funding agreement will be brought back before the Board of Directors for approval.

Background:

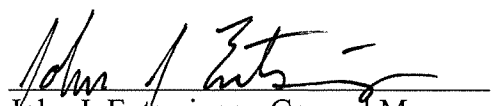
The Bureau of Reclamation (BOR) recently announced funding availability for its WaterSMART: Water and Energy Efficiency Grants Program. This funding is designed to support projects that result in quantifiable and sustained water savings.

In accordance with eligibility requirements, the Board of Directors is being asked to approve two resolutions authorizing the submission of two grant proposals to the BOR. The grant proposals will seek \$300,000 for a one-year project or \$1,500,000 for a three-year project, respectively, to support funding for the Authority's Water Smart Landscape Rebate Program.

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

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:AMB:CNP:KH:kf
Attachments

AGENDA
ITEM #

3

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

WHEREAS, the U.S. Bureau of Reclamation's (Reclamation) WaterSMART: Water and Energy Efficiency Grants Program is soliciting proposals for and may provide financial assistance to irrigation districts, water districts and other organizations to implement projects that result in quantifiable and sustained water savings and support broader water reliability benefits; and

WHEREAS, the WaterSMART: Water and Energy Efficiency Grant Program specifically allows for project proposals that conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States; and

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

WHEREAS, the Authority will benefit significantly from financial assistance to support water conservation efforts in Southern Nevada.

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

1. That, if awarded, the Authority's General Manager, John J. Entsminger, has the authority to enter into a grant or cooperative agreement on behalf of the Authority with Reclamation for WaterSMART: Water and Energy Efficiency Grant Program funding.
2. That the Authority's application requesting \$1,500,000 to support the Authority's Water Smart Landscape Rebate Program has been reviewed and approved by appropriate Authority staff and the Board supports its submission to Reclamation's WaterSMART: Water and Energy Efficiency Grant Program.
3. That the application includes a funding plan that outlines the Authority's ability to provide a matching contribution of up to \$25,000,000 and that, if awarded, the Authority has the financial capability to provide the matching contribution, as specified in the funding plan.
4. That, if awarded, the Authority will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

Introduced and passed this 21st day of March, 2019.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

Approved as to form:



Gregory J. Walch, General Counsel

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

WHEREAS, the U.S. Bureau of Reclamation's (Reclamation) WaterSMART: Water and Energy Efficiency Grants Program is soliciting proposals for and may provide financial assistance to irrigation districts, water districts and other organizations to implement projects that result in quantifiable and sustained water savings and support broader water reliability benefits; and

WHEREAS, the WaterSMART: Water and Energy Efficiency Grant Program specifically allows for project proposals that conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States; and

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

WHEREAS, the Authority will benefit significantly from financial assistance to support water conservation efforts in Southern Nevada.

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

1. That, if awarded, the Authority's General Manager, John J. Entsminger, has the authority to enter into a grant or cooperative agreement on behalf of the Authority with Reclamation for WaterSMART: Water and Energy Efficiency Grant Program funding.

2. That the Authority's application requesting \$300,000 to support the Authority's Water Smart Landscape Rebate Program has been reviewed and approved by appropriate Authority staff and the Board supports its submission to Reclamation's WaterSMART: Water and Energy Efficiency Grant Program.

3. That the application includes a funding plan that outlines the Authority's ability to provide a matching contribution of up to \$3,000,000 and that, if awarded, the Authority has the financial capability to provide the matching contribution, as specified in the funding plan.

4. That, if awarded, the Authority will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

Introduced and passed this 21st day of March, 2019.

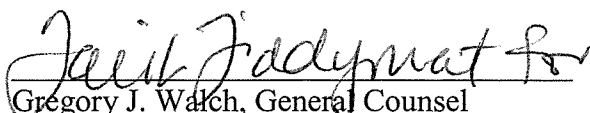
Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

Approved as to form:



Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2019

Subject: Authorization to Increase Funding	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors authorize an increase in expenditures for the Annual Requirements Contract for Liquid Chlorine awarded to DX Ventures, L.P., dba DX Systems Company, L.P., from an annual amount not to exceed \$595,130, with an increase not to exceed 5 percent per renewal term, to an annual amount not to exceed \$645,680, with an increase not to exceed 5 percent per renewal term.	

Fiscal Impact:

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

Background:

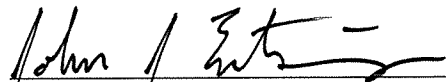
On March 17, 2016, the Board of Directors awarded Bid 2304-15, Annual Requirements Contract for Liquid Chlorine (Contract), to DX Systems Company, L.P., for an estimated amount of \$539,800 for a period of one year from date of award, with the option to renew for four additional one-year periods and authorized an increase not to exceed 5 percent for each renewal term. The Contract includes maintenance on trailers owned by Authority.

The Authority owns and operates a fleet of 13 cargo tank trailers, each holding up to 3,400 gallons, used exclusively for the delivery of bulk liquid chlorine at the Alfred Merritt Smith Water Treatment Facility. These trailers were purchased between 1996 and 2005 and are expected to have a useful life of approximately 30 years.

If approved, this increase in funding would cover escalating maintenance costs, including the replacement of tires on these essential cargo tank trailers.

This action is authorized 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 this item.

Respectfully submitted:



John J. Ensminger, General Manager
JJE:DLJ:KPF:GPK:RWG:JHH:SAL:jd
Attachment

AGENDA
ITEM #

4

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: 0						
Corporate/Business Entity Name: DX Ventures, L.P.						
(Include d.b.a., if applicable) DX Systems Company						
Street Address: 4909 W. Pasadena				Website: www.dxgroup.com		
City, State and Zip Code: Glendale, AZ 85301				POC Name: Becca Obuchowski		
				Email: bobuchowski@dxgroup.com		
Telephone No: 623 930 8015				Fax No: 623.934.9983		
Nevada Local Street Address: n/a				Website: n/a		
(If different from above)						
City, State and Zip Code: n/a				Local Fax No: n/a		
Local Telephone No: n/a				Local POC Name: n/a		
				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)
S.R. Morian	Partner	Greater than 5%
S.C. Morian	Partner	Greater than 5%

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	n/a	n/a	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

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

March 21, 2019

Subject: Update on Lake Mead Construction Activities	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering and Operations	
Recommendations: That the Board of Directors receive a presentation from staff on the status of Low Lake Level Pumping Station construction activities near Lake Mead.	

Fiscal Impact:

None by approval of the above recommendation.

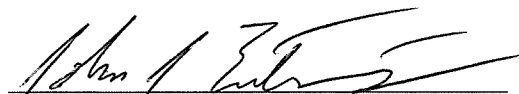
Background:

Severe drought conditions have been occurring on the Colorado River for almost 20 years. The Authority has a responsibility to Southern Nevada to provide a reliable water supply. On December 10, 2014, the Board of Directors adopted the recommendations of the Integrated Resource Planning Advisory Committee (IRPAC). One of IRPAC's recommendations was to begin design and construction of a new Low Lake Level Pumping Station (L3PS) within the swiftest feasible timeframe. When completed, L3PS will operate when one or both of the existing raw water pumping stations can no longer operate due to low lake levels.

The Board is being asked to receive an update from staff on the status of L3PS 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:DLJ:td

AGENDA
ITEM #

5

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2019

Subject: Second Amended and Restated Purchase Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign a second amended and restated purchase agreement between Indar Consortium and the Authority for the supply of two additional submersible high-lift pumps and motors for the Lake Mead Intake No. 3 Low Lake Level Pumping Station for an increased amount of \$6,023,536.	

Fiscal Impact:

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

Background:

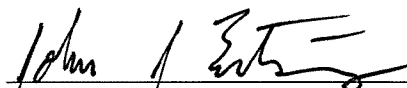
On January 19, 2017, the Board of Directors approved an agreement between Indar Consortium (Indar) and the Authority for the purchase of 15 submersible pumps and motor units for the Low Lake Level Pumping Station (L3PS). On May 18, 2017, the Board authorized an amended and restated purchase agreement with Indar for the supply of 14 additional submersible pumps and motors for L3PS. These 29 pumping units along with 3 test pumping units purchased under a separate Board action on September 17, 2015, provide the required full pumping station capacity of 900 million gallons per day.

Lake level projections indicate a continuing water level decline and the design of L3PS allows for installation of a total of 34 pumping units. To strengthen the reliability of L3PS by increasing high-lift pumping capability and to utilize the on-site Construction Manager at Risk (CMAR) for the installation, testing, startup and commissioning of new pumps, staff recommends purchase of two additional high-lift pumps and motors. Costs for the CMAR tasks will be covered under a separate contract.

If approved, the attached Second Amended and Restated Agreement will modify the contractual terms and conditions and authorize Indar to supply two additional high-lift submersible pumps and motors for an amount not to exceed \$6,023,536. By approval, the contract will increase from an amount not to exceed \$68,499,500 to \$74,523,036, and the contingency will remain at \$5,000,000.

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

Respectfully submitted:



John J. Entsminger, General Manager
JJE:DLJ:PJJ:EPM:at
Attachments

AGENDA ITEM #

6

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly 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:						
Corporate/Business Entity Name: <u>INDAR CONSTRUCTION (INDAR HOLDINGS INVESTMENTS, S.L. + INDAR ELECTRIC, S.L.)</u>						
(Include d.b.a., if applicable) <u>INDAR</u>						
Street Address: <u>Bº ANTARRA, POL. TRAPA, S/M</u>			Website: <u>www.indarcorp.com</u>			
City, State and Zip Code: <u>2000 BEASAIN, GIPUZUA, SPAIN</u>			POC Name: <u>DINA WULF</u>			
Telephone No: <u>+34 943.028.200</u>			Email: <u>dina.wulf@indar.com</u>			
Nevada Local Street Address: (If different from above)			Fax No:			
City, State and Zip Code:			Website:			
Local Telephone No:			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)
<u>INGETEM S.A.</u>	<u>OWNER</u>	<u>6%</u>
<u>INGETEM POWER CONVERSION, S.L.U.</u>	<u>OWNER</u>	<u>94%</u>
<u>(FORMERLY INGETEM INVERSIONES, S.L.)</u>		

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.

Máximo Adisáuticas, S.L.

Signature

GENERAL MANAGER

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	N/A	N/A	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.

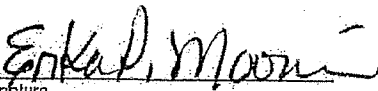
☒ No Disclosure

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

Erik P. Moonin
Print Name
Authorized Department Representative

1.5 AGREEMENT

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

WITNESSETH: That the Parties do mutually agree as follows:

Owner has awarded to Supplier the Contract for:

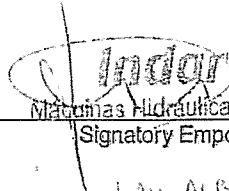
Contract Title: Lake Mead Intake No. 3, Low Lake Level Pumping Station
Submersible Pumps Purchase

Contract No: 070F 07 T4

- A. For and in consideration of the payments and Agreements hereinafter mentioned to be made and performed by said Owner, Supplier agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of this Second Amended and Restated Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
- B. The Supplier hereby certifies that Supplier has read and understands every provision contained in the Contract Documents. Supplier shall be bound by and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
- C. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay and Supplier shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- D. Contract Documents which comprise the entire Agreement between the Owner and Supplier for the performance of Work consist of the following:
 - 1. Amendments
 - 2. Contract Requirements
 - 3. Supplemental Conditions of Supply
 - 4. Conditions of the Contract
 - 5. Agreement
 - 6. Drawings
 - 7. Technical Specifications
 - 8. Permits
 - 9. Supply Requirements and Contract Forms
 - 10. Bond
 - 11. Notice of Award
 - 12. Final Notice to Proceed

- E. This Second Amended and Restated Agreement dated March 21, 2019, amends the Lake Mead Intake No. 3 Low Lake Level Pumping Station Submersible Pumps Purchase Amended and Restated Agreement to include the purchase of an additional two (2) high lift pumping units.
- F. Affirmative Agreement to Arbitrate. By the signing of this Second Amended and Restated Agreement, Supplier expressly authorizes and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Supplier has caused this Second Amended and Restated Agreement to be executed this 30 day of FEBRUARY, 2019.

By:  INDAR Consortium
Matcomas Hidráulicas, S. L.
Signatory Empowered to Bind Supplier
JUAN ALBERTO SOLIS
Type or Print Name
General Manager
Official Title

THIS SECOND AMENDED AND RESTATED AGREEMENT shall be in full force and effect as of the ____ day of _____, 2019, when it was duly signed by the proper officer of the Southern Nevada Water Authority.

SOUTHERN NEVADA WATER AUTHORITY

By

John J. Entsminger
General Manager

Approved as to Form:


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

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

March 21, 2019

Subject: Agreement	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement between the City and County of Denver, acting through its Board of Water Commissioners, and the Authority to accept funds for climate and hydrology projects in the Colorado River Basin for an amount not to exceed \$250,000.	

Fiscal Impact:

If the above recommendation is approved, the Authority will receive funds from the City and County of Denver, acting through its Board of Water Commissioners, for an amount not to exceed \$250,000.

Background:

Through a collaborative process with the seven Colorado River Basin States, water users and federal agencies, the Authority hosted a Colorado River Hydrology Research Symposium in May 2017. The symposium facilitated dialogue between stakeholders conducting work related to the hydrology of the Colorado River Basin (Basin) and relevant climate science. On-going discussions have resulted in a partnership of agencies willing to advance scientific understanding to improve the accuracy of hydrological forecasts and projections, enhance the performance of predictive tools, and to better understand the uncertainty related to future supply and demand conditions in the Basin. The partnership of agencies is currently pursuing a State of the Science Report to document the current understanding of climatic and hydrologic knowledge in the Basin, and on July 19, 2018, the Board of Directors authorized the General Manager to accept contributions from multiple agencies, including the City and County of Denver, acting through its Board of Water Commissioners (Denver Water), for the report.

The partnership of agencies has identified five additional climate and hydrology projects concerning the Basin to pursue. Denver Water is willing to contribute up to \$250,000 for these additional, and potentially other, projects. If approved, the attached Intergovernmental Agreement provides the terms and conditions necessary to accept funds from Denver Water for climate and hydrology projects in the Colorado River Basin.

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:SS:cmc
Attachment

AGENDA
ITEM #

7

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), made and entered into this ____ day of _____, 2019, is effective on this date or on the date that the Agreement is ratified, if necessary ("Effective Date"), by and between the SOUTHERN NEVADA WATER AUTHORITY, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY," and the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a municipal corporation and political subdivision of the State of Colorado, hereinafter called "DW." Each referred individually as the "Party" and collectively as the "Parties."

WHEREAS, the Parties have a history of working on Colorado River issues in a cooperative manner.

WHEREAS, the Parties desire to advance scientific understanding in the Colorado River Basin: to improve the accuracy of hydrological forecasts and projections; to enhance the performance of predictive tools; and to better understand the uncertainty related to future supply and demand conditions.

WHEREAS, DW has funds available to contribute to Projects, as defined below, that advance scientific understanding in the Colorado River Basin and DW is willing to advance those funds to the AUTHORITY according to the workplan authorization process described in this Agreement.

WHEREAS, the Parties have identified at least three Projects to advance scientific understanding in the Colorado River Basin as further described herein and may identify additional Projects to be funded during the term of this agreement.

WHEREAS, the AUTHORITY is willing to accept funds from DW but not expend them until the AUTHORITY and DW have authorized such an action through the workplan authorization process described in this Agreement.

NOW, THEREFORE, based on the mutual promises and commitments set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. TERM. This Agreement shall be effective upon the Effective Date and will terminate on the latter of the date that the last Project is completed or the date that the AUTHORITY returns all unspent funds contributed by DW as identified in Section 2.

2. CONSIDERATION. DW agrees to contribute a total amount not to exceed **\$250,000** to the AUTHORITY through the process described in Section 3 below. If the Parties' authorized Project does not result in the expenditure of all of DW's contribution, any unspent funds will be refunded to DW unless DW indicates in writing that the funds may be retained by the AUTHORITY for a different Project.

3. WORKPLAN AUTHORIZATION PROCESS. The Parties will work collaboratively to identify potential projects that advance scientific understanding in the Colorado River Basin (“Project” or “Projects”), which may include the Projects described in paragraph 4 below. After the Parties identify a mutually acceptable Project, the AUTHORITY will prepare and submit a Project workplan to DW for its consideration. The Project workplan will include a description, roles and responsibilities, budget, and schedule. If DW desires to contribute funding to the Project, DW will provide written notice to the AUTHORITY authorizing it to submit an invoice to DW for a specified payment amount. Payment of the invoice will serve as DW’s authorization for the AUTHORITY to expend DW’s payment on the Project, as described in the Project workplan.

4. CONTEMPLATED PROJECTS. The Parties are currently contemplating funding at least three Projects under this Agreement, including: (a) a climate downscaling project with the goals of understanding the relative effects of different downscaling methods on Colorado River Basin water supply outcomes, providing information to support Reclamation’s assessment of climate impacts in the Colorado River Basin, exploring and explaining differences in downscaling techniques, and striving to explain the differences in ensemble outcomes; (b) a mid-term temperature perturbed project with the goals of providing a temperature skill evaluation over the climatological period, providing a context for temperature observations in light of natural variability and climate, developing a systematic way to incorporate temperature information from the mid-term temperature predictions/projections in generating streamflow ensembles, providing streamflow ensembles to investigate the potential value to mid-term modeling operations, and assessing the sensitivity of the Colorado River Basin to the mid-term temperature predictions/projections; and (c) a consumptive use modeling project with the goal of leveraging the State of Colorado’s Decision Support System modeling advancements to improve the Colorado Basin River Forecast Center’s water supply forecasts. The Parties may identify additional Projects which may be funded pursuant to the process in paragraph 3 above.

5. RIGHT TO DELIVERABLES. Each Party will have equal access to all deliverables to be created for each Project and reserves the right to use the deliverables for their respective purposes.

6. INSPECTION & AUDIT.

a. Books and Records. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. DW’s contribution will be attributed in the AUTHORITY’s financial accounting system to ensure that the funds are sequestered for the designated purpose.

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.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum six years. The retention period runs from the date of termination of

this Agreement. 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.

7. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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.

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

9. ASSIGNMENT. Neither Party may assign or transfer its interest in this Agreement without the prior written consent of the other Party. If a Party assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

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

11. NO THIRD-PARTY RIGHTS. This Agreement is not intended by the Parties to create any right in or benefit to Parties other than the AUTHORITY and DW. This Agreement does not create any third-party beneficiary rights or causes of action

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

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

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

15. INTEGRATION. This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of

the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

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

To DW: Denver Water
1600 West 12th Avenue
Denver, CO 80204-3412
Attention: Larna Kaatz
larna.kaatz@denverwater.org

To AUTHORITY: Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, NV 89193-9956
Attention: Seth Shanahan
seth.shanahan@snwa.com

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission.

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

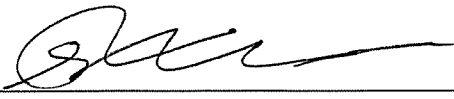
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger, General Manager

(Date)

Approved as to form by:



Steven C. Anderson, Attorney

On 3/5/2019

(Date)

ATTESTED:

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: _____
Secretary

By: _____
President

DATE: _____

APPROVED:

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: _____
Chief External Affairs Officer

By: _____
Timothy M. O'Brien, CPA
Auditor

APPROVED AS TO FORM:

By: _____
Office of General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2019

Subject: Agreement	
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between the University Corporation for Atmospheric Research and the Authority for a climate downscaling project in the Colorado River Basin for an amount not to exceed \$150,000.	

Fiscal Impact:

If the above recommendation is approved, the Authority will receive \$100,000 from project co-participants and will expend an amount not to exceed \$50,000. Funds requested for current year expenditures are available in the Authority's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

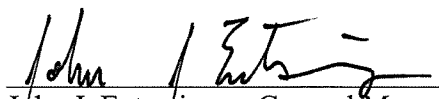
Background:

Through a collaborative process with the seven Colorado River Basin States (Basin States), water users and federal agencies, the Authority facilitated dialogue between stakeholders conducting work related to the hydrology of the Colorado River Basin (Basin) and relevant climate science. This project is one of five climate and hydrology projects in the Basin recommended for advancement. The goal of this project is to use a more efficient process for translating global climate projections to the regional level for the purpose of exploring future projections of Colorado River streamflow.

If approved, the attached Professional Services Agreement would provide the terms and conditions necessary for the University Corporation for Atmospheric Research to complete this project on climate downscaling in the Basin. The Central Arizona Water Conservation District, Denver Water, Six Agency Committee of California and the State of Wyoming will each contribute \$25,000 (for a total of \$100,000) to the Authority for completion of this project. Other entities not listed here may also provide funding or in-kind support for the project. The Bureau of Reclamation will contribute an estimated \$200,000 under a separate agreement.

This action is authorized pursuant to NRS 332.115(1)(b) and Section 6(i) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:CNP:SS:cmc
Attachments

AGENDA ITEM #

8

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between University Corporation for Atmospheric Research, hereinafter called "CONSULTANT," and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." CONSULTANT and AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of AUTHORITY acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES:

- 1.1. CONSULTANT shall provide the requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in **Exhibit A**, which is attached herewith and made a part of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.
- 1.2. All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof. CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by CONSULTANT or an approved subcontractor. A subcontractor is considered approved if it is included in Exhibit A or approved in writing by the AUTHORITY.
- 1.3. In performing Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules. CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.
- 1.4. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and shall remain in effect until all Services authorized by AUTHORITY to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than seven years from Effective Date. During this period, CONSULTANT agrees to provide Services as required by AUTHORITY within the scope of this Agreement.

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction. Subject to Section 4, AUTHORITY understands and agrees that the budget included in Exhibit A is a good faith estimate only and that as a result, CONSULTANT may make deviations from the budget within the total authorized amount, provided that the deviations are consistent with the terms of the Agreement and are reasonably necessary to fulfill the Services.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to AUTHORITY in accordance with the Notice provisions of this

Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

- 3.3. AUTHORITY shall pay invoiced amounts from CONSULTANT based on costs incurred by CONSULTANT in performance of Work within 30 calendar days after the date the invoice is received in compliance with Section 3.2 by AUTHORITY.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$150,000.

5. RESPONSIBILITIES OF CONSULTANT:

- 5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by AUTHORITY prior to replacing him or her with another similarly qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.
 - 5.2. CONSULTANT agrees that its officers and employees will cooperate with AUTHORITY in the performance of Services under this Agreement and will be available for consultation with AUTHORITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
 - 5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical research standards.
 - 5.4. It shall be the duty of CONSULTANT to assure that all Services are technically sound. CONSULTANT will not knowingly produce a work product which violates or infringes on any copyright or patent rights. AUTHORITY may require CONSULTANT to replace or correct work not meeting contract requirements. Except as otherwise provided below, the cost of replacement or correction shall be reimbursed to the CONSULTANT, but no additional fee shall be paid. The AUTHORITY may at any time require the CONSULTANT to remedy by correction or replacement, without cost to the AUTHORITY, any failure by the CONSULTANT to comply with the requirements of this Agreement, if the failure is due to: (1) Fraud, lack of good faith, or willful misconduct on the part of the CONSULTANT's managerial personnel; or (2) The conduct of one or more of the CONSULTANT's employees selected or retained by the CONSULTANT after any of the CONSULTANT's managerial personnel has reasonable grounds to believe that the employee is grossly negligent or unqualified.
 - 5.4.1. Permitted or required approval by AUTHORITY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
 - 5.4.2. AUTHORITY's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 - 5.5. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by AUTHORITY. The use of deliverables provided under this Agreement is at the sole risk of the AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.
 - 5.6. The rights and remedies of AUTHORITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.
6. RESPONSIBILITIES OF AUTHORITY:
- 6.1. AUTHORITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.
 - 6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's representative, Seth Shanahan, Water

Resources, telephone number (702) 822-3314 or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

- 6.3. AUTHORITY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- 6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by AUTHORITY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

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

8. INTELLECTUAL PROPERTY:

Consistent with United States patent and copyright laws, CONSULTANT owns the entire right, title, and interest in all intellectual property, including patents, copyrights and other intellectual property rights developed by CONSULTANT personnel ("CONSULTANT Intellectual Property"). AUTHORITY owns the entire right, title, and interest in all intellectual property, including all patents, copyrights and other intellectual property rights, developed by AUTHORITY personnel ("AUTHORITY Intellectual Property"). To the extent that any Intellectual Property is jointly developed by CONSULTANT and AUTHORITY personnel in the performance of work under this Agreement, provided that such Intellectual Property is not derived from and does not include or infringe upon the pre-existing Intellectual Property of either party, it will be jointly owned ("Joint Intellectual Property").

9. INTERPRETATION:

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

10. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, AUTHORITY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

11. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

- 11.1. No officer, employee, or member of the governing body of AUTHORITY shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 11.2. CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.
- 11.3. No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

12. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

CONSULTANT shall be responsible for the completeness and accuracy of its research, and any final report or other deliverables prepared or compiled pursuant to this Agreement.

13. LIABILITY:

Each Party agrees to be responsible for the negligent and intentional acts of their respective employees, agents, representatives, and affiliates that arise out of or are related to the activities or use of a product or service under the Agreement.

- 13.1. Any claims for direct damages hereunder by either Party shall be limited only to the dollar amount paid to CONSULTANT for services under this Agreement or the actual, direct damages suffered by the injured Party, whichever is less, and in no event shall any additional damages or monies be awarded. Neither Party shall be liable for losses or damages which are indirect, incidental, consequential, special or exemplary, including without limitation, any loss of profits or revenue incurred by either Party whether in an action based on contract or tort, even if a Party has been advised of the possibility of such damages arising from or related to this Agreement.

14. INSURANCE:

14.1. General:

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

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

The Southern Nevada Water Authority, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.

14.1.3. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

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

14.2. Evidence of Insurance:

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

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

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

14.2.4. All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to CONSULTANT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 days' prior notice. CONSULTANT agrees to provide notification to AUTHORITY of the same.

14.3. Insurance Coverages:

- 14.3.1. Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- 14.3.2. Business Automobile Insurance: CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- 14.3.3. Workers Compensation: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable.

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

In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the AUTHORITY a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

15. TERMINATION:

AUTHORITY'S General Manager or his/her designee may terminate this Agreement on 30 days prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY shall pay CONSULTANT for all Work performed through the effective date of termination, any non-cancellable costs, and the reasonable costs of transferring any partially completed deliverables to AUTHORITY.

16. REVIEWS:

CONSULTANT shall submit draft reports and other materials for review by AUTHORITY prior to the submission of a final report on materials. AUTHORITY will review the submittals and any pertinent attachments and provide comments. All comments will be addressed within 10 working days after receipt of the submission package, and the package will be returned to CONSULTANT. Changes to the submission will be made by CONSULTANT and resubmitted to AUTHORITY for final comment within 10 working days after receipt. Any remaining comments will be submitted to CONSULTANT within 5 working days after receipt of the revised document and any attachments. Alternative review schedules may be negotiated by mutual agreement of the Parties.

17. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, the Parties may furnish each other with information that has been independently determined to be confidential and that is labeled "Confidential Information". "Confidential Information" means confidential and proprietary information that is disclosed which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such within 30 calendar days of the disclosure. Confidential Information shall not include information that: (a) was known to the recipient prior to the receipt from the Discloser, as demonstrated by written evidence; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality to the third party; (e) is independently developed by the Recipient without the use of the Confidential Information, as demonstrated by written evidence; (f) is disclosed under operation of law; or (g) is disclosed by Recipient with the Discloser's prior written approval.

AUTHORITY and CONSULTANT recognize AUTHORITY's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY's duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If AUTHORITY's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record AUTHORITY may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any

request for Confidential Information, this Agreement, or any part thereof, the AUTHORITY will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT and permitted by the Nevada Public Records Act.

18. USE OF MATERIALS:

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

18.2. Upon termination of this Agreement, CONSULTANT shall turn over to AUTHORITY any property of AUTHORITY in its possession. Any proprietary software or other tools of CONSULTANT used to execute the Work shall remain the property of CONSULTANT.

19. RECORDS:

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

20. ASSIGNMENT:

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

21. SEVERABILITY:

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

22. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

22.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

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

23. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

24. NO THIRD-PARTY RIGHTS:

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

25. WAIVER:

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

26. CAPTIONS:

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

27. COUNTERPARTS:

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

28. INTEGRATION:

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

29. NOTICES:

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

To CONSULTANT:

University Corporation for Atmospheric Research
Attention: Amy Smith
3090 Center Green Drive
Boulder, CO 80301-2252
fedaward@ucar.edu

To AUTHORITY:

Southern Nevada Water Authority
Attention: Seth Shanahan
P.O. Box 99956
Las Vegas, NV 89193-9956
seth.shanahan@snwa.com

When notice is given by mail, it shall be deemed served when received, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

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

30. AMENDMENT:

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

31. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by AUTHORITY to insure contract compliance at the discretion of AUTHORITY. CONSULTANT agrees to provide AUTHORITY any and all information requested that relates to the performance of this Agreement. All requests for information will be in

writing to CONSULTANT. Failure to provide the information requested within a reasonable timeline may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

32. COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT certifies that it is not engaged in and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

33. GOVERNMENT NOT A PARTY:

This Agreement does not bind or purport to bind the U.S. Government or the National Science Foundation, an independent agency of the U.S. Government. Consequently, any claims or disputes arising from or in performance of this Agreement shall solely be between the Parties of this Agreement and no others.

34. WARRANTY DISCLAIMER:

Anything supplied by CONSULTANT hereunder, including, but not limited to, CONSULTANT intellectual property is provided "as is." CONSULTANT disclaims all warranties, either expressed or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

35. RIGHT TO PUBLISH:

Both Parties acknowledge, subject to the provisions in sections 8 and 17, that each Party may publish papers, participate in symposia, give seminars or the like regarding the subject matter of this Agreement, and neither Party shall preclude, in any manner, the other party from doing so, provided that each Party is permitted thirty (30) days prior to submission for publication the right to review such publication to remove any proprietary and/or confidential information or inappropriate references, as recited in sections 8 and 17.

36. ELECTRONIC SIGNATURES:

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year last entered below.

**UNIVERSITY CORPORATION FOR
ATMOSPHERIC RESEARCH**

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



OFFICE OF THE DIRECTOR

December 20, 2018

Seth A. Shanahan
Senior Environmental Planner
Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada 89106

Dear Mr. Shanahan:

I am pleased to submit for your consideration NCAR proposal #2019-0090 entitled, "Climate Change Impacts on Water Resources in the Colorado River Basin." Dr. Ethan Gutmann is NCAR's Principal Investigator on this project. The total Cost Reimbursable amount requested for NCAR is \$150,000. Please note that UCAR/NCAR participation in this project is contingent upon mutually agreed upon terms and conditions.

Should SNWA choose to award the proposal, funds for NCAR (DUNS# 078339587) should be provided by direct agreement with the University Corporation for Atmospheric Research. Arrangements can be made with:

Ms. Amy Smith
Manager, UCAR Contracts
University Corporation for Atmospheric Research
3090 Center Green Drive
Boulder, CO 80301-2252
Telephone (303) 497-8872
Email: fedaward@ucar.edu

Please refer to the NCAR proposal number on all correspondence with UCAR.

Should you have questions regarding the proposal, please contact Dr. Gutmann at (303) 497-8283 or, on administrative matters, contact the NCAR Budget and Planning Office, Ms. Valerie Koch at (303) 497-1113.

Sincerely,

Steve Ritter
Proposal Analyst II, NCAR Budget and Planning

Enclosure

cc: NCAR B&P
Susan Broussard



Climate Change Impacts on Water Resources in the Colorado River Basin

Statement of Work

Proposed Principal Investigator: Ethan Gutmann, National Center for Atmospheric Research

Approximate dates: March 1, 2019 – March 1, 2020

Estimate of total budget: \$150,000 (\$75k/year for partial support of a post-doc and close supervision from Gutmann)

Background and motivation

The method used to downscale climate projections to a regional level for impact assessments can have a significant impact on results. Past efforts to explore potential climate change impacts in the Colorado River Basin (CRB) have resulted in multiple streamflow ensembles developed by downscaling global climate projections from the Coupled Model Intercomparison Project Phase 3 (CMIP3) (completed in 2011 and used in Basin Study) and the Coupled Model Intercomparison Project Phase 5 (CMIP5). While the CMIP3 ensemble showed a trend towards drying in the Basin, CMIP5 shows tendency towards a wetter future. Uncertainties throughout the chain of assumptions, models, and methods that make up the downscaling process all contribute to these differences, but studies by Gutmann et al [2014] as well as the ongoing Bureau of Reclamation (Reclamation) CMIP5 exploration effort have shown that the method of downscaling global temperature and precipitation projections to a smaller regional scale commensurate with deriving regional streamflows has a significant impact on the final ensemble.

Downscaling methods, are generally categorized into one of two approaches, *statistical* or *dynamical* methods. Statistical downscaling, while being computationally efficient, assumes the statistical relationships that exist today will remain the same under climate change. This assumption, known as “stationarity” (e.g., that past recorded climate behavior will remain the same in the future), is likely incorrect, though in what way and to what degree is not yet known. The degree to which this stationarity assumption is valid depends on the approach of the statistical methodology; it is expected that statistical methods which rely more on atmospheric processes are more likely to be reliable in the future.

Dr. Gutmann is the developer of a new statistical downscaling method called the Ensemble Generalized Analog Regression Downscaling (En-GARD) method (Gutmann et al 2019). Where downscaling methods like BSCD and Pres-Rat/LOCA project GCM temperature and precipitation changes onto historical climate variance, En-GARD captures and re-scales the GCMs’ statistical relationships between many atmospheric variables (not just temperature and precipitation). Using En-GARD results in a statistically-downscaled ensemble to complement the two existing spatially-downscaled CMIP5 ensembles. Comparing ensembles from three different downscaling methods could help the broader scientific community navigate the wide range of future CRB projections, assess the value of more complex downscaling methods, and potentially improve researchers’ ability to model CRB climate impacts.

Additionally, the new ensemble may potentially contribute to a more thorough evaluation of the CRB system through their use in future CRSS modeling.

Project Goals

1. Understand the relative effects of different downscaling methods on potential Colorado River Basin water supply outcomes for both climate and hydrology.
2. Provide information to support updated assessments of the climate impacts on the Colorado River Basin for both climate and hydrology.
3. Explore and explain the differences in the En-GARD ensemble results compared with BCSD and LOCA at the atmospheric and routed streamflow regional scales. Strive to explain if these differences lead to more confidence in one ensemble versus another.

Scope of Work

Task 1. Project Initiation, Team Chartering, and Work Planning

1. Initiate project
2. Charter team, ensure understanding of roles, coordination, and communication
3. Develop outline of work plan to guide work activities

Task 2. Climate and Hydrologic Data Collection

1. Acquire the full ensemble of CMIP5 BCSD and LOCA downscaled climate projections.
2. Acquire the Variable Infiltration Capacity (VIC) hydrologic model gridded results and routed streamflows for the 29 natural flow sites throughout the Colorado River Basin from Reclamation, as driven by CMIP5 BCSD and LOCA downscaled climate projections.
3. Acquire updated available historical unimpaired streamflow data for 29 river locations used in Reclamation's Colorado River Simulation System (CRSS) from Reclamation and corresponding gridded meteorological data.
4. Acquire secondarily bias corrected BCSD CMIP5 routed streamflow data from Reclamation.
5. Catalog and acquire available GCM projections with atmospheric data needed for En-GARD.

Task 3. Generate downscaled climate and streamflow ensembles of CMIP5 projections using En-GARD

1. Apply the En-GARD downscaling method to GCM-generated climate projections from three RCPs (exclude RCP 2.6) to produce regional scale temperature, precipitation, and other variables for the Colorado River Basin
2. Force a 1/16th degree VIC hydrology model of the Colorado River Basin with outputs from En-GARD to produce a streamflow ensemble at 29 sites used in CRSS

3. Provide final EN-GARD streamflow ensembles at 29 sites used in CRSS. Reclamation will perform secondary bias correction to the CMIP5 naturalized streamflow data, as was done for the CMIP3 data as part of the 2012 Colorado River Basin Study (Study).

Task 4. Climate and Hydrologic Data Analysis

1. Perform a summary of En-GARD CMIP5 projected climate and hydrology for the Colorado River Basin, as was done for BCSD CMIP3. The analysis will include several metrics, including the following:
 - Projected changes in mean seasonal and annual temperature and precipitation
 - Mean projected percent change in annual ET and median projected percent change in runoff
 - Mean projected percent change in April 1 SWE and July 1 Soil Moisture
 - Natural streamflow statistics for the downscaled CMIP5 GCM projections
 - Change in mean annual and monthly streamflows
 - Summary of key streamflow statistics for each water supply projections
 - Simulated deficit and surplus spell length and magnitude using the downscaled CMIP5 GCM projections
 - Frequency, duration, and magnitude of deficit and surplus periods for water supply projections
2. Perform a comparison of projected climate and streamflow between three CMIP5 datasets: BCSD, LOCA, and En-GARD, including factors associated with GCM ensemble members, downscaling methods, model native resolution, and emission scenarios.
 - Compare downscaled Temperature, Precipitation, and Streamflow from associated VIC simulations for all three CMIP5 ensembles.
 - Compare all three ensembles of CMIP5 Temperature & Precipitation on either native model grids or pre-BC common interpolated 1°X1° grid over the region
3. Associate differences in projections with methodological attributes and document possible reasons to subset the very large ensemble.
 - Document potentially redundant information, e.g. two downscaling methods that give essentially the same result.
 - Document skill in representing past variability related to climate modes, e.g. ENSO, PDO.
 - Can this be attributed to GCM, Downscaling method, hydro model? Can methods be rejected as a result?
 - Investigate plausibility of future projected changes.
4. Propose the development of a streamflow projection ensemble for the Colorado River Basin. This should consider:
 - The ability to reproduce historical features such as drought and surplus magnitude/duration.
 - Model/method fidelity in representing physics based on literature review of methodologies and on analysis conducted.
 - Ensemble diversity.
 - Adequately representing likely future uncertainty in drought and surplus magnitude/duration

Task 5. Coordination and Documentation

1. Summary of routed streamflow
2. Coordination with proposed Reclamation project to compare this study's En-GARD based results to the Reclamation project's ICAR based results.
3. Draft and final reports

Deliverables

1. Ensembles of temperature and precipitation from En-GARD downscaling (along with other variables generated from En-GARD data)
2. Ensembles of streamflow at 29 CRSS sites generated by forcing the VIC hydrology model with output from En-GARD
3. Documentation of comparisons between different downscaling methods (BCSD, LOCA, and En-GARD)

Completion Date	Task
Project Start	Award date
Project Start + one (1) month	Climate and Hydrologic Data Collection
Project Start + four (4) months	Evaluate hydrologic model
Project Start + thirteen (13) months	Generate downscaled climate and streamflow ensembles of CMIP5 projections using En-GARD
Project Start + twenty (20) months	Climate and Hydrologic Data Analysis
Project Start + twenty-three (23) months	Documentation
Project Start + twenty-four (24) months	Final Report submitted and approved, closeout of agreement

References

Gutmann, E., T. Pruitt, M. P. Clark, L. Brekke, J. R. Arnold, D. A. Raff, and R. M. Rasmussen (2014), An intercomparison of statistical downscaling methods used for water resource assessments in the United States, *Water Resources Research* 50, 50(9), 7167–7186.

Gutmann, E; Hamman, J; Eidhammer, T; Arnold, J; Nowak, K; Wood, A; Clark, M (2019) Evaluating the effect of statistical downscaling methodological choices in a common framework. J. Hydromet.

Livneh B., E.A. Rosenberg, C. Lin, B. Nijssen, V. Mishra, K.M. Andreadis, E.P. Maurer, and D.P. Lettenmaier, (2013), A Long-Term Hydrologically Based Dataset of Land Surface Fluxes and States for the Conterminous United States: Update and Extensions, Journal of Climate, 26, 9384–9392.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

March 21, 2019

Subject: Amendment	
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors approve Amendment No. 1 to the existing agreement between R&R Partners, Inc., and the Authority for a one-time increase in an amount not to exceed \$750,000 for the remainder of fiscal year 2018-19 to enhance and increase integrated marketing, communications and public outreach services for the Authority’s water efficiency public education campaign and comprehensive water conservation initiatives.	

Fiscal Impact:

The requested \$750,000 is available in the Authority's Operating Budget.

Background:

On July 16, 2015, the Board of Directors approved an agreement with R&R Partners, Inc., (R&R Partners) to provide integrated marketing and strategic communications planning to promote water efficiency and conservation in Southern Nevada's English- and Spanish-speaking audiences.

Over the past 17 years, community-wide water conservation efforts have reduced net per capita water use by 36 percent. By utilizing direct and consistent water conservation messaging, R&R Partners has assisted the SNWA in engaging the community to embrace mandatory watering restrictions and a wide array of conservation programs, including Water Smart Landscapes and Water Efficient Technologies. These messaging and public outreach efforts have yielded remarkable savings that have dramatically improved the efficiency of Southern Nevada's use of its Colorado River resources.

However, over the past three years, increased economic activity in Southern Nevada has combined with an influx of new residents here that has caused per capita water use, which had been on a steady downward trend, to plateau and even slightly increase. At the same time, SNWA research shows that a reduced proportion of Southern Nevada residents are familiar with the seasonal mandatory watering schedule. These indicators, along with forecasting from the Bureau of Reclamation that shows a high probability of shortage conditions in the Colorado River Basin in 2020, suggest the need for an increased effort in public outreach to enhance the understanding of the mandatory seasonal watering restrictions, water waste enforcement efforts and the importance of converting landscape turf to desert-friendly landscape alternatives.

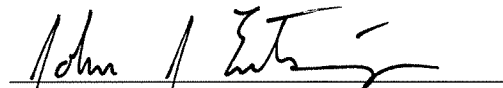
If approved, the requested additional one-time funding for this fiscal year only (2018-19) will be used to engage in an immediate public education and outreach campaign targeted to increasing the

public knowledge of and compliance with Southern Nevada's mandatory seasonal watering schedule, increasing the public's knowledge and participation in water waste enforcement and boosting the participation in conservation rebate programs such as Water Smart Landscapes and Water Efficient Technologies. This funding will enhance advertising and direct public outreach and marketing across a wide array of media and targeted direct educational efforts beginning late-Winter and Spring 2019, including a water conservation promotional partnership with the Vegas Golden Knights.

R&R Partners is an independently-owned Nevada corporation specializing in advertising, marketing, public relations and public affairs. Combined with staff efforts, R&R Partners' services have contributed to our community embracing a conservation ethic and reaching water efficiency achievements that are internationally recognized.

This Amendment is being entered into pursuant to NRS 332.115.1(b), and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Amendment.

Respectfully submitted:

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

John J. Entsminger, General Manager

JJE:JAW:AMB:BM;ke

Attachment

**AGREEMENT FOR PROFESSIONAL SERVICES
AMENDMENT NO. 1**

The July 16, 2015 Agreement for Professional Services ("Agreement") , made and entered into by and between R&R Partners, Inc. ("CONSULTANT") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (" "), is hereby amended as set forth below:

WITNESSETH:

WHEREAS, the Authority wishes to enhance and increase integrated marketing, communications and public outreach services for the Authority's water efficiency public education campaign and comprehensive water conservation initiatives; and,

WHEREAS, these enhancements are necessary to ensure Southern Nevadans receive additional conservation messaging and take appropriate action as the community prepares for anticipated shortages on the Colorado River; and,

WHEREAS, the Parties wish to amend the Agreement to allow for a one-time increase of \$750,000 in the 2018/2019 contract year; and,

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

ADD subparagraph b to Paragraph 4 on Page 3 of 23 of the existing Agreement as follows:

4. LIMITATION ON COSTS:

B. Allow for a one-time increase of \$750,000 for the 2018/2019 contract year for a total cost not to exceed \$5,208,850.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT No. 1 effective as of the date of last signature below.

R&R PARTNERS, INC.

SOUTHERN NEVADA WATER AUTHORITY



Signature

Signature



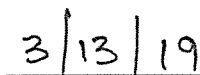
Print Name

Print Name



Title

Title



Date

Date

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS**

AGENDA

March 21, 2019

Subject: Award of Bid	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors authorize an award of bid for the Supply Contract for Raw Water Treatment Chemicals for an amount not to exceed \$3,469,189 for an initial 14-month period, which includes a 15 percent contingency, authorize the General Manager or his designee to select the best bid received based on each bid package, execute multiple supply contracts, and renew each supply contract for up to five additional one-year periods, with an increase not to exceed 30 percent per year.	

Fiscal Impact:

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

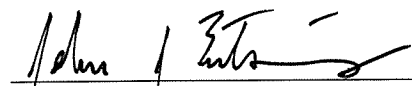
Background:

Bid No. 2382-18, Supply Contract for Raw Water Treatment Chemicals, was advertised on December 27, 2018, and opened on January 29, 2019. Bids were received in the form of packages for each chemical. The lowest responsive and responsible bidders were Thatcher Company of Nevada, Inc., Airgas USA, LLC, Carus Corporation, Kemira Water Solutions, Inc., Hill Brothers Chemical Company, Salt and Pepper Services, Newco Inc., and Brenntag Pacific, Inc. Not all packages received bid amounts. Bid amounts submitted and suggested awards are listed on Attachment A.

If the above recommendation is approved, the General Manager or his designee would select the best bids and execute supply contracts through June 30, 2020, with an option to renew for five additional one-year terms. In addition, vendors would be solicited for the unfilled packages. The contracts would include annual contract price reviews and price adjustments, in accordance with the Bureau of Labor Statistics Producer Price Index (PPI) by commodity. This request allows for an initial 15 percent contingency for potential increased usage during the initial term and annual increases in an amount not to exceed 30 percent to accommodate both anticipated increases in usage and price increases over the life of each contract.

This action is authorized 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 this agenda item.

Respectfully submitted:



John J. Entsminger, General Manager
JJE:DLJ:KPF:GPK:RWG:JHH:SAL
Attachments

AGENDA
ITEM #

10

Bid No. 2382-18
Supply Contract for Raw Water Treatment Chemicals
ATTACHMENT A

Bid No. 2382-18, Supply Contract for Raw Water Treatment Chemicals, was advertised on December 27, 2018, and opened on January 29, 2019. Bids were received in the form of Packages for each chemical. A tabulation of bids received is listed below:

<u>Package</u>	<u>Bidding Vendor</u>	<u>Bid Amount</u>
Package No. 1 - Liquid Chlorine:	Thatcher Company of Nevada, Inc.	\$546,100.00
Package No. 2 - Liquid Oxygen	DX Ventures, LP	\$589,950.00
Package No. 3 - Zinc Orthophosphate:	Airgas USA, LLC	\$198,180.00
Package No. 4 - Ferric Chloride:	Carus Corporation	\$420,660.00
Package No. 5 - Aqueous Ammonia:	Shannon Chemical Corporation	\$446,783.10
	Sterling Water Technologies LLC	\$490,165.80
	Kemira Water Solutions, Inc.	\$149,444.40
	Thatcher Company of Nevada, Inc.	\$157,360.00
	Hill Brothers Chemical Company	\$80,536.50
	Thatcher Company of Nevada, Inc.	\$120,150.00
	Industrial Solutions Services, Inc.	\$128,250.00
	KAAM Group, Inc.	\$572,850.00
Package No. 6 - Sodium Chloride:	Salt and Pepper Services (Salt Works)	\$598,308.62
	*Includes 2%/20, Net 30, alternate payment term offered.	
	Thatcher Company of Nevada, Inc.	\$603,350.00
	Morton Salt, Inc.	\$642,257.00
Package No. 7 - Captor Calcium Thiosulfate:	Newco Inc.	\$105,000.00
Package No. 8 - Fluorosilicic Acid:	Brenntag Pacific, Inc.	\$487,500.00
	DuBois Chemicals, Inc.	\$567,330.00
	Thatcher Company of Nevada, Inc.	\$681,375.00
Package No. 9 - Polymer Cat-Floc LS:	No bidders.	

Suggested Award amounts for the 14-month initial period, including a contingency of 15 percent are as follows:

<u>Package</u>	<u>Responsive Bidder</u>	<u>Suggested Award</u>
Package No. 1	Thatcher Company of Nevada, Inc.	\$732,684
Package No. 2	Airgas USA, LLC	\$265,892
Package No. 3	Carus Corporation	\$564,386
Package No. 4	Kemira Water Solutions, Inc.	\$200,505
Package No. 5	Hill Brothers Chemical Company	\$108,053
Package No. 6	Salt and Pepper Services	\$802,731
Package No. 7	Newco, Inc.	\$140,875
Package No. 8	Brenntag Pacific, Inc.	\$654,063
Package No. 9	Vendors to be solicited	0
		<u>\$3,469,189</u>

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 1 – LIQUID CHLORINE

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Thatcher Company of Nevada, Inc. (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):

Contract 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 March, 2019.

**THATCHER COMPANY
OF NEVADA, INC.**

Signature: _____

Chris A. Thatcher, President

Joseph Sorenson, Corporate Counsel

SOUTHERN NEVADA WATER AUTHORITY

Signature: _____

John J. Entsminger, General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: _____

Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Thatcher Company of Nevada, Inc.					
(Include d.b.a., if applicable)							
Street Address:		P. O. Box 27407		Website: www.tchem.com			
City, State and Zip Code:		Salt Lake City, UT 84127-0407		POC Name and Email: Craig Thatcher, craig.thatcher@tchem.com			
Telephone No:		(801) 972-4587		Fax No: (801) 972-4606			
Local Street Address:		90 Business Center Street		Website: www.tchem.com			
City, State and Zip Code:		Henderson, NV 89014-1400		Local Fax No: (702) 564-2818			
Local Telephone No:		(702) 564-7622		Local POC Name Email: Kyle Peterson, kyle.peterson@tchem.com			
Number of Clark County, Nevada Residents Employed: 27							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

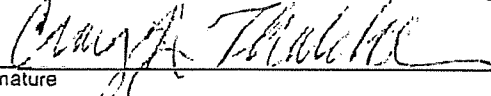
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Craig N. Thatcher	President	33.3%
Diane T. Barlow	Secretary	33.3%
Teri T. Flanders	Director	33.3%

This section is not required for publicly-traded corporations.

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

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


 Signature
 President
 Title

Craig N. Thatcher
 Print Name
 January 23, 2019
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

For LVVWD Use Only:

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

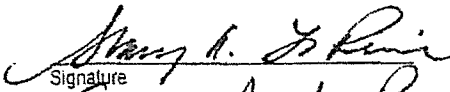
☒ No Disclosure

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

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

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

Notes/Comments:


Signature
Stacy A. LePrie
Print Name
Authorized Department Representative

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 2 - LIQUID OXYGEN

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Airgas USA, LLC (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):
 - Contract 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 March, 2019.

AIRGAS USA, LLC

Signature: _____

Cory C. Garner, President West Region

SOUTHERN NEVADA WATER AUTHORITY

Signature: _____

John J. Entsminger, General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: _____

Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input checked="" type="checkbox"/> Large Business	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business		
Corporate/Business Entity Name:		Airgas USA, LLC				
(Include d.b.a., if applicable)						
Street Address:		West DIVHQ: 3737 Worsham Ave.		Website: www.airgas.com		
City, State and Zip Code:		Long Beach, CA 92808		POC Name and Email: Cory Garner, cory.garner@airgas.com		
Telephone No:		562-627-3070		Fax No:		
Local Street Address:		1524 N Boulder Hwy		Website: www.airgas.com		
City, State and Zip Code:		Henderson, NV 89011		Local Fax No:		
Local Telephone No:		702-564-7272		Local POC Name Email: Bob Morgan, bob.morgan@airgas.com		
Number of Clark County, Nevada Residents Employed: 35 employees						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Airgas, Inc.	(Parent Company)	100%

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, an LVVWD full-time employee(s), or appointed/elected official(s)? ***N/A-Disclosing entity is not an individual**
☐ Yes ☐ No (If yes, please note that LVVWD 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 LVVWD full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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


 Signature
 Regional President (West)
 Title

Cory Garner

Print Name

3/11/19
Date

DISCLOSURE OF RELATIONSHIP

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

N/A-Disclosing entity is not an individual

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

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

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

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

For LVVWD Use Only:

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

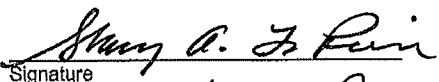
☒ No Disclosure

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

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

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

Notes/Comments:


Signature

STACY A. LEPIERE
Print Name
Authorized Department Representative

Chemicals
Company Overview of Airgas, Inc.

March 04, 2019 12:12 PM ET

Snapshot

People

[Overview](#) | [Board Members](#) | [Committees](#)

Key Executives For Airgas, Inc.

Name	Board Relationships	Title	Age
Pascal Vinet	No Relationships	Chief Executive Officer	58
Thomas M. Smyth	23 Relationships	Chief Financial Officer	64
Andrew R. Clchocki	2 Relationships	Chief Operating Officer	55
Glen Irving	No Relationships	Principal Executive Officer & President of Airgas West Inc	
Jack Appolonis	No Relationships	President of East Region	

[View More Key Executives](#)

Airgas, Inc. Board Members*

Name	Board Relationships	Primary Company	Age
Michael J. Graff	32 Relationships	L'Air Liquide S.A.	63
James W. Hovey	8 Relationships	Airgas, Inc.	72
Lee M. Thomas	49 Relationships	DowDuPont Inc.	73
John C. van Roden Jr.	46 Relationships	H.B. Fuller Company	68
David M. Stout	38 Relationships	Jabil Inc.	63

[View All Board Members](#)

Airgas, Inc. Executive Committees*

Committee Name	Chairperson	Board Relationships	Members
Audit Committee Jr.	John C. van Roden	46 Relationships	4 Executives
Compensation Committee	Lee M. Thomas	49 Relationships	4 Executives
Corporate Governance Committee	Lee M. Thomas	49 Relationships	4 Executives
Finance Committee	James W. Hovey	8 Relationships	4 Executives

[View Committee Details](#)

*Data is at least as current as the most recent Definitive Proxy.

[Request Profile Update](#)

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 3 – ZINC ORTHOPHOSPHATE

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Carus Corporation (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):

Contract 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 March, 2019.

CARUS CORPORATION

Signature: Kelly Frasco
Kelly Frasco, Global Products Manager

SOUTHERN NEVADA WATER AUTHORITY

Signature: _____
John J. Entsminger, General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: Brent Gunson
Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Carus Corporation					
(Include d.b.a., if applicable)							
Street Address:		315 Fifth Street			Website: www.caruscorporation.com		
City, State and Zip Code:		Peru, IL 61354			POC Name and Email: Maria Bergagna bids@caruscorporation.com		
Telephone No:		800-435-6856			Fax No: 815-224-6697		
Local Street Address:		NONE			Website:		
City, State and Zip Code:					Local Fax No:		
Local Telephone No:					Local POC Name Email:		
Number of Clark County, Nevada Residents Employed: 0							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

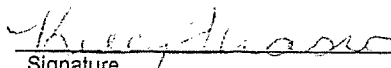
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Inga Carus	Chairman	100%

This section is not required for publicly-traded corporations.

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

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


 Signature
 Global Product Manager
 Title

Kelly Frasco
 Print Name
 January 25, 2019
 Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL	LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT
None			

"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 LVVWD Use Only:

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

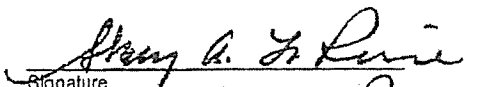
☒ No Disclosure

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

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

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

Notes/Comments:


Signature
Stacy A. LePere
Print Name
Authorized Department Representative

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 4 – FERRIC CHLORIDE

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Kemira Water Solutions, Inc. (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):

Contract 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 March, 2019.

KEMIRA WATER SOLUTIONS, INC.

SOUTHERN NEVADA WATER AUTHORITY

Signature: _____

Christina M. Imbrogno,
Commercial Support Manager

Signature: _____

John J. Entsminger,
General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: _____

Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Kamira Water Solutions, Inc.					
(Include d.b.a., if applicable)							
Street Address:		4321 W. 10th Street			Website: www.kamira.com		
City, State and Zip Code:		Calverton KS 66049			POC Name and Email: Christina M. Imbrogno, cimbrogno@kamira.com		
Telephone No:		(785) 842-7424			Fax No: (785) 842-2629		
Local Street Address:		N/A			Website: N/A		
City, State and Zip Code:		N/A			Local Fax No: N/A		
Local Telephone No:		N/A			Local POC Name Email: N/A		
Number of Clark County, Nevada Residents Employed: 0							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

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

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

This section is not required for publicly-traded corporations.

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

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

Signature <u>Christina M. Imbrogno</u> Title <u>Commercial Support Manager</u>	Print Name <u>Christina M. Imbrogno</u> Date <u>1/24/19</u>
---	--

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

For LVVWD Use Only:

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

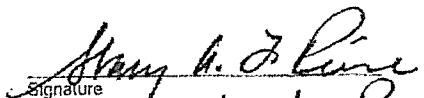
☒ No Disclosure

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

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

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

Notes/Comments:


 Signature
 Stacy A. LePiere
 Print Name
 Authorized Department Representative

Corporate and Stockholder Information

Kemira Water Solutions, Inc. is a corporation incorporated in the state of Delaware. Our 100% stockholder is Kemira Europe OY, Porkkalankatu 3, PO Box 330, 00101 Helsinki, Finland. Below is a list of our Directors and Officers.

Board of Directors

Tuija Pohjolainen-Hiltunen
Manuel Moreau
Kelly Forrester

Officers

Title

Tuija Pohjolainen-Hiltunen	President
Manuel Moreau	Director, Coagulants Manufacturing and Logistics Operations, I&W, Americas
Kelly Forrester	Director, Supply Chain Management, Americas
Jackie Whitehead	Director, Human Resources, Americas
Michael Clark	Vice President, R&D and Technology, Americas
Kasthuri Ramkumar	Treasurer
Jason Burleson	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Adisty Wilson	Assistant Secretary

Address for all:

1000 Parkwood Circle, Suite 500
Atlanta, Georgia 30339

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 5 – AQUEOUS AMMONIA

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Hill Brothers Chemical Co. (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):

Contract 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 March, 2019.

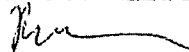
HILL BROTHERS CHEMICAL CO.

SOUTHERN NEVADA WATER AUTHORITY

Signature: 
Ed Gunderson,
District Representative

Signature: _____
John J. Entsminger,
General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: 
Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business		
Corporate/Business Entity Name:			Hill Brothers Chemical Company			
(Include d.b.a., if applicable)						
Street Address:			3000 E. Birch St. #100		Website: www.hillbrothers.com	
City, State and Zip Code:			Brea CA 92821		POC Name and Email: ed@hillbrothers.com	
Telephone No:			714-579-3333		Fax No: 714-579-3377	
Local Street Address:			N/A		Website:	
City, State and Zip Code:			N/A		Local Fax No: N/A	
Local Telephone No:			N/A		Local POC Name Email:	
Number of Clark County, Nevada Residents Employed: 0 zero						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Ron Hill	Retired CEO	Greater than 5%
Lots Hill	Retired	Greater than 5%

This section is not required for publicly-traded corporations.

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

Edward K. Gunderson
Signature
District Representative
Title

Edward K. Gunderson
Print Name
1/28/19
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

For LVVWD Use Only:

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

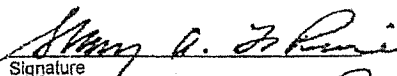
☒ No Disclosure

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

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

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

Notes/Comments:



Signature

Stacy A. LePierre

Print Name

Authorized Department Representative

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 6 – SODIUM CHLORIDE

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Salt and Pepper Services DBA Salt Works (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):

Contract 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 March, 2019.

**SALT AND PEPPER SERVICES
DBA SALT WORKS**

Signature: _____

Steve Webb, CEO

SOUTHERN NEVADA WATER AUTHORITY

Signature: _____

John J. Entsminger, General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: _____

Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly 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: 0						
Corporate/Business Entity Name: <u>Salt and Repair Services</u>						
(Include d.b.a., if applicable) <u>Salt Works</u>						
Street Address: <u>PO Box 22273</u>				Website: <u>SALTWORKS.US.COM</u>		
City, State and Zip Code: <u>MESA, AZ 85277</u>				POC Name: <u>STEVE WEBB</u>		
				Email: <u>Steve@SaltWorks.US.COM</u>		
Telephone No: <u> </u>				Fax No: <u>480-835-3029</u>		
Nevada Local Street Address: <u> </u>				Website: <u> </u>		
(If different from above) <u> </u>						
City, State and Zip Code: <u> </u>				Local Fax No: <u> </u>		
Local Telephone No: <u> </u>				Local POC Name: <u> </u>		
				Email: <u> </u>		

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)
STEVE WEBB	CEO	38
TERRY WALKER	PRESIDENT	62

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.

<u> </u> Signature <u>CEO</u> Title	<u>STEVE WEBB</u> Print Name <u>3/4/19</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.

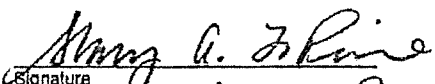
☒ No Disclosure

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
Stacy A. LePore
Print Name
Authorized Department Representative

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 7 - CAPTOR® CALCIUM THIOSULFATE

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Newco Inc. DBA Cascade Columbia Distribution Co. (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):

Contract 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 March, 2019.

**NEWCO INC. DBA CASCADE
COLUMBIA DISTRIBUTION CO.**

Signature: _____

Bob Code, CEO

SOUTHERN NEVADA WATER AUTHORITY

Signature: _____

John J. Entsminger, General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: _____

Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type							
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group							
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>		
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business			
Corporate/Business Entity Name:		Newco, Inc.					
(Include d.b.a., if applicable)		Cascade Columbia Distribution Co.					
Street Address:		6900 Fox Ave. S			Website: www.cascadecolumbia.com		
City, State and Zip Code:		Seattle, WA 98108			POC Name and Email: Lance Jones		
Telephone No:		(206) 282-6331			Fax No: (206) 282-6330		
Local Street Address:		N/A			Website: N/A		
City, State and Zip Code:		N/A			Local Fax No: N/A		
Local Telephone No:		N/A			Local POC Name Email: N/A		
Number of Clark County, Nevada Residents Employed: 0							

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Robert Code	President	50%
James Code	Vice-President	50%

This section is not required for publicly-traded corporations.

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

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

Signature: [Signature]
 Title: Municipal Contracts Manager

Print Name: Lance Jones
 Date: 1/21/19

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

For LVVWD Use Only:

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

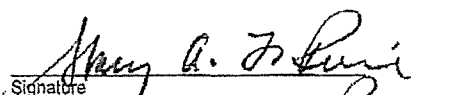
☒ No Disclosure

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

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

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

Notes/Comments:


 Signature
 Stacy A. LePiere
 Print Name
 Authorized Department Representative

AGREEMENT
SOUTHERN NEVADA WATER AUTHORITY BID NO. 2382-18
PACKAGE 8 – FLUOROSILICIC ACID

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Brenntag Pacific, Inc. (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):

Contract 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 March, 2019.

BRENTAG-PACIFIC, INC.

Signature: _____

Laura Taa, Bid Specialist

SOUTHERN NEVADA WATER AUTHORITY

Signature: _____

John J. Entsminger, General Manager

APPROVED AS TO FORM FOR AUTHORITY:

Signature: _____

Brent Gunson, Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> ESB	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Emerging Small Business		
Corporate/Business Entity Name:		Brenntag Pacific, Inc.				
(Include d.b.a., if applicable)						
Street Address:		10747 Patterson Place		Website: www.brenntagpacific.com		
City, State and Zip Code:		Santa Fe Springs, CA 90670		POC Name and Email: Laura Tua ltua@brenntag.com		
Telephone No:		562 903-9626		Fax No:		
Local Street Address:		3880 East Craig Road		Website:		
City, State and Zip Code:		North Las Vegas, NV 89030		Local Fax No:		
Local Telephone No:		702 951-5543		Local POC Name Email: Julie Babcock jbabcock@		
Number of Clark County, Nevada Residents Employed: 7						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the LVVWD Board of Directors.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
David Eckelbarger	President	n/a
William Huttner	Vice President, Supply Chain	n/a
Viktor Alvarado	Vice President, Finance	n/a

This section is not required for publicly-traded corporations.

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

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

Laura Tua
 Signature
 Municipal Bid Manager
 Title

Laura Tua
 Print Name
January 28, 2019
 Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL	LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a			

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

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

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

For LVVWD Use Only:

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

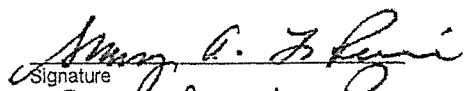
☒ No Disclosure

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

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

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

Notes/Comments:


Signature
Stacy A. LePiere
Print Name
Authorized Department Representative

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

March 21, 2019

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, conservation programs and activities, activities on the Colorado River, and water resource acquisition and development.	

Fiscal Impact:

None by approval of the above recommendation.

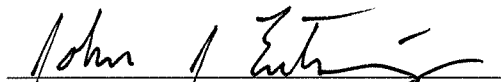
Background:

Since 2000, the Colorado River Basin has been experiencing severe drought conditions, affecting 90 percent of Southern Nevada's water supplies. Persistent drought has led the Authority to launch initiatives and investments in new infrastructure, conservation programming, water resource development and water banking in an effort to provide reliable and safe water supplies for the community.

To keep the Board of Directors apprised of related activities, this agenda item provides for an update from staff on the drought and preparedness activities, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

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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