

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

**REGULAR MEETING
9:00 A.M. – SEPTEMBER 17, 2020**

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

Board of Directors
Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Claudia Bridges
Cedric Crear
Jim Gibson
Justin Jones
John Lee

*John J. Entsminger,
General Manager*

Date Posted: September 10, 2020

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> for Southern Nevada Water Authority agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact Mitch Bishop at (702) 249-3206 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. Public comment can also be provided in advance of the meeting and submitted to publiccomment@snwa.com. Public comment received through September 17, 2020, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of July 16, 2020.
2. *For Possible Action:* Receive a presentation on the Integrated Resource Planning Advisory Committee 2020 process and adopt the recommendations set forth in the committee's recommendations report.

CONSENT AGENDA Items 3 - 7 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

3. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2021, seeking \$2,000,000 and outlining the Authority's ability to contribute an equal or greater amount up to \$4,883,077, if awarded.
4. *For Possible Action:* Approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$183,088.

SOUTHERN NEVADA WATER AUTHORITY – AGENDA – SEPTEMBER 17, 2020 – PAGE TWO

5. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 1 to the contract with AMRZ Construction LLC for drainage swale replacement, which extends the final completion date by 83 calendar days.
6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Spring Valley Associates, LLC and the Authority for professional staffing services for the Authority's Northern Resources properties, for an amount not to exceed \$1,400,000 annually for a three-year term, with an option to renew for another three-year term.
7. *For Possible Action:* Adopt a resolution that delegates additional administrative authority to the General Manager and his designees, and ratifies previous actions taken in accordance therewith.

BUSINESS AGENDA

8. *For Possible Action:* Approve an agreement between the City of North Las Vegas and the Authority, to convert up to approximately 118,738 square feet of turfgrass with an estimated rebate of up to \$193,107, with an option to convert up to 323,333 square feet of turfgrass through the Water Smart Landscapes Program for an amount not to exceed \$500,000.
9. *For Possible Action:* Ratify the Authority's intervention in Public Utility Commission of Nevada Docket #20-07023 regarding NV Energy's requested approval of the fourth amendment to its 2018 Joint Integrated Resource Plan.
10. *For Possible Action:* Adopt a resolution consenting to the refunding of certain Las Vegas Valley Water District General Obligation (Limited Tax) Bonds that are additionally secured by SNWA Pledged Revenues and requesting the Board of Directors of the Las Vegas Valley Water District to issue general obligation (limited tax) (additionally secured by SNWA Pledged Revenues) refunding bonds in the maximum principal amount of \$534,705,000, in one or more series to refinance all or any portion of the Bonds.
11. *For Information Only:* Receive a presentation from staff on the Low Lake Level Pumping Station project and recent award recognition.
12. *For Information Only:* 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
JULY 16, 2020
MINUTES**

CALL TO ORDER 9:01 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Claudia Bridges
Cedric Crear
Jim Gibson
Justin Jones
John Lee

BOARD MEMBERS ABSENT None

STAFF PRESENT John Entsminger, Colby Pellegrino, Doa Ross and Greg Walch

OTHERS PRESENT None

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit snwa.com/apps/snwa-agendas/index.cfm

There were no comments provided in advance by the public.

ITEM NO.

1. ***For Possible Action: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of May 21, 2020.***

FINAL ACTION: Director Gibson made a motion to approve the agenda for this meeting, and to approve the minutes from the regular meeting of May 21, 2020. The motion was approved.

2. ***For Possible Action: Appoint a chairman and vice chairman to preside over the Board of Directors for Fiscal Year 2020/21.***

FINAL ACTION: Director Gibson made a motion to reappoint Dan Stewart as Vice Chair. The motion was approved. Vice Chair Stewart made a motion to reappoint Marilyn Kirkpatrick as Chair. The motion was approved.

3. ***For Possible Action: Appoint three directors to serve as commissioners of the Colorado River Commission for two-year terms.***

FINAL ACTION: Director Gibson made a motion to appoint Marilyn Kirkpatrick, Dan Stewart and Justin Jones as commissioners of the Colorado River Commission. The motion was approved.

BUSINESS AGENDA

4. ***For Possible Action: Approve and authorize the General Manager to sign a Subgrant Agreement between the Nevada Division of Environmental Protection and the Authority to receive grant funding in the amount of \$39,950 for regional water quality activities and related public outreach initiatives with the Authority providing up to \$55,273 of non-federal match funds.***

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

5. ***For Possible Action:*** Approve and authorize the General Manager to sign a water lease agreement between Richard and Leslie Sears and the Authority for the lease of 20 acre-feet annually of Authority groundwater for use on the Sears Ranch in White Pine County for an initial rental rate of \$115 per acre foot, with a 3 percent annual rental rate increase, and approve and authorize the General Manager or his designee to sign any necessary change applications and administrative documents.

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

6. ***For Possible Action:*** Award a bid for switchgear to Codale Electric Supply, Inc., for an amount not to exceed \$2,466,334, authorize contract renewals for up to four additional one-year terms with annual increases of up to 3 percent over the previous year for product costs and up to 10 percent for additional product requirements, and authorize the General Manager or his designee to sign the purchase agreement.

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

7. ***For Possible Action:*** Award a contract for the road rehabilitation of Lakeshore Road between Highway 93 and Saddle Cove Road, within the Lake Mead National Recreation Area, to Aggregate Industries – SWR, Inc., for the amount of \$2,117,800, authorize a change order contingency amount not to exceed \$500,000, and authorize the General Manager to sign the construction agreement.

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

8. ***For Possible Action:*** Ratify the Authority's filing of, and participation in, a petition for judicial review of State Engineer Order 1309 to challenge certain findings relating to the Muddy River Decree.

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

9. ***For Possible Action:*** Approve and authorize the General Manager to execute an Agreement for Reimbursement of Professional Services between the Authority and the Muddy Valley Irrigation Company through which the Authority would reimburse Muddy Valley Irrigation Company up to \$200,000 per fiscal year for attorney's fees and costs incurred in litigation that will further the Authority's interests in Muddy River water rights.

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

10. ***For Information Only:*** Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and activities, activities on the Colorado River, and water resource acquisition and development.

Colby Pellegrino, Deputy General Manager, Resources, gave a presentation. A copy of her presentation is attached to these minutes.

Vice Chair Stewart asked what California had done to reduce their consumptive use of the Colorado River. Ms. Pellegrino said that the majority of the water savings came from reduced diversions by Metropolitan Water District of Southern California. Vice Chair Stewart asked if agricultural use of Colorado River water in California had reduced. Ms. Pellegrino said that the Imperial Irrigation District used on average 3 million acre-feet of Colorado River water each year and had reduced its use last year by 20,000 acre-feet.

NO ACTION REQUIRED

Public Comment

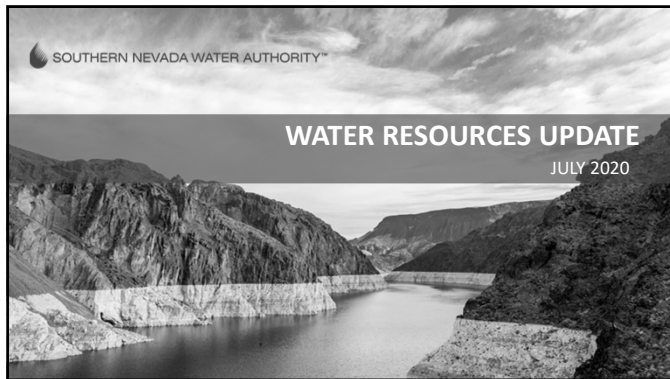
Ed Uehling, Las Vegas, spoke concerning the Authority's budget and projected revenue reductions due to the pandemic. He said that water conservation reduces water revenues. He said that the Authority should be finding ways to sell more water instead of trying to curb water use. He also discussed the Integrated Resource Planning Advisory Committee process.

Director Lee thanked the Clark County Commission for coordinating with the City of North Las Vegas to help utility customers having trouble paying their water and sewer bills. He said that he would also like to see the Integrated Resource Planning Advisory Committee 2020 bring its recommendations to the Authority Board of Directors. Chair Kirkpatrick said that IRPAC 2020 should reconvene to review its recommendations given the impacts of the pandemic and then bring recommendations to the Board following that review. Vice Chair Stewart thanked the Clark County Commission for its assistance to the City of Henderson, as well.

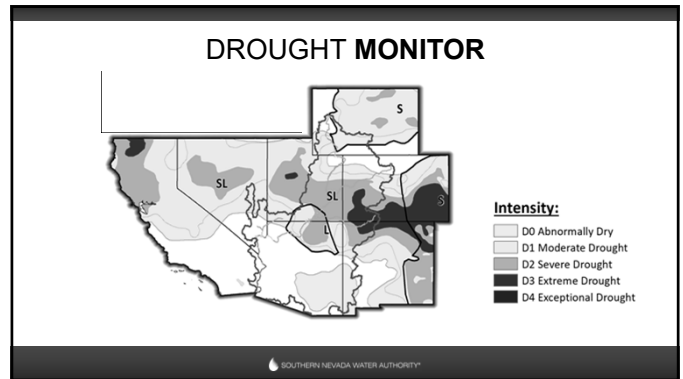
Adjournment

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

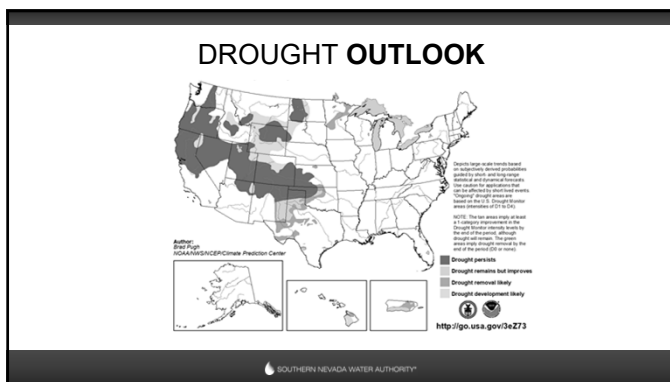
Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.



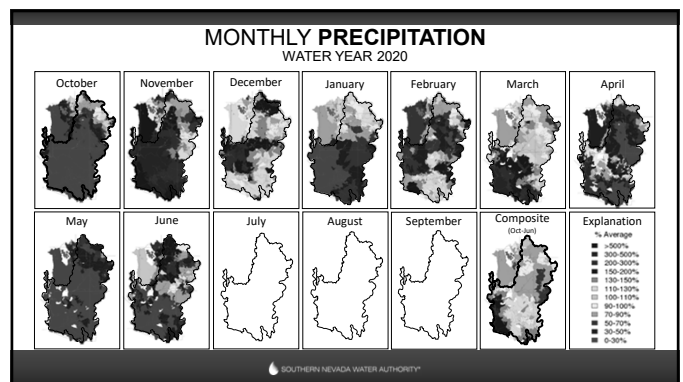
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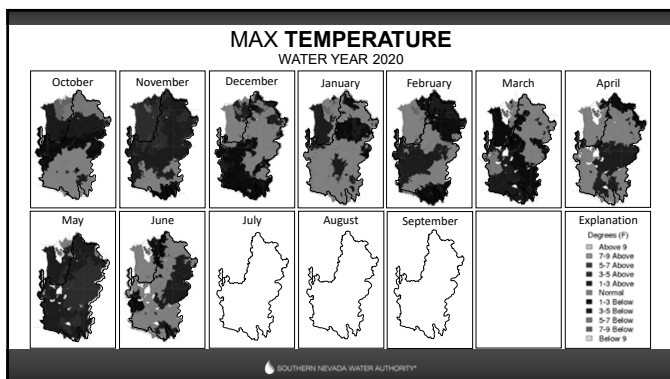
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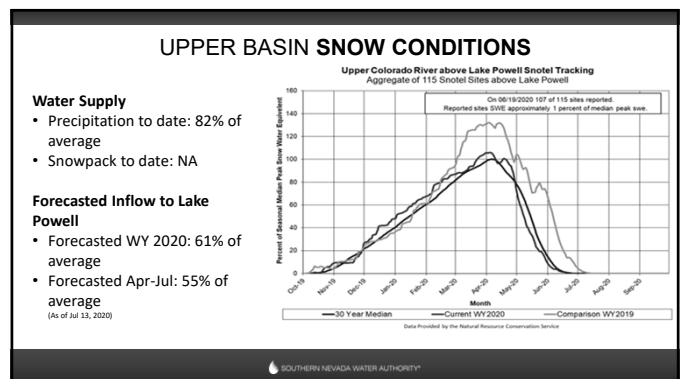
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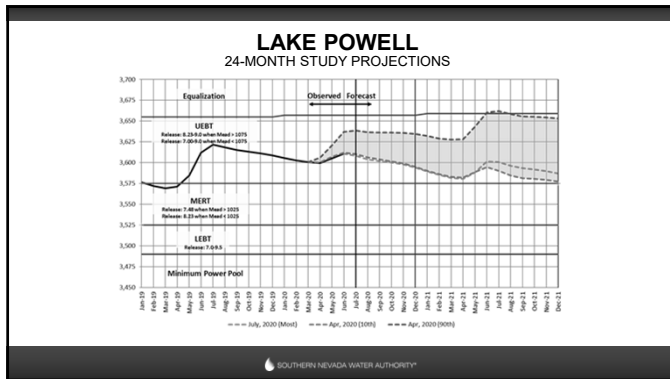
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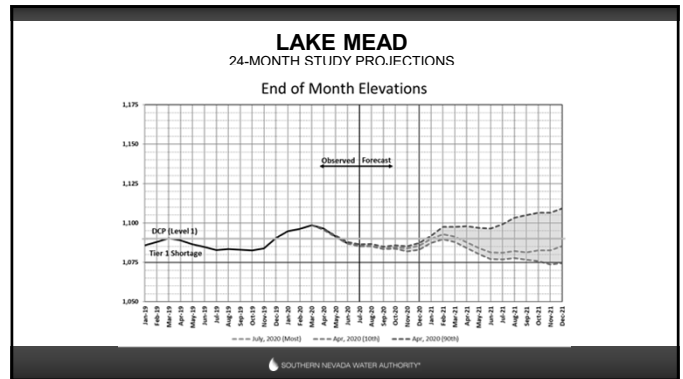
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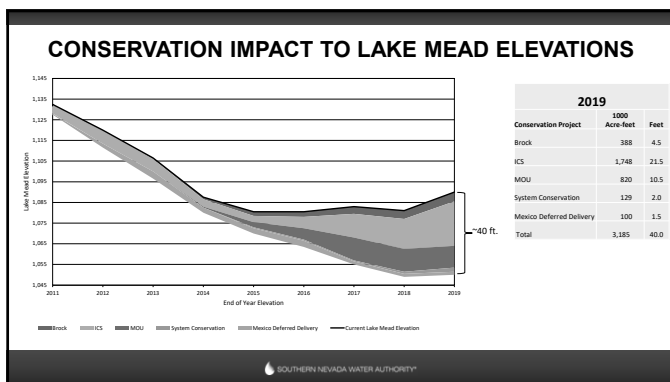
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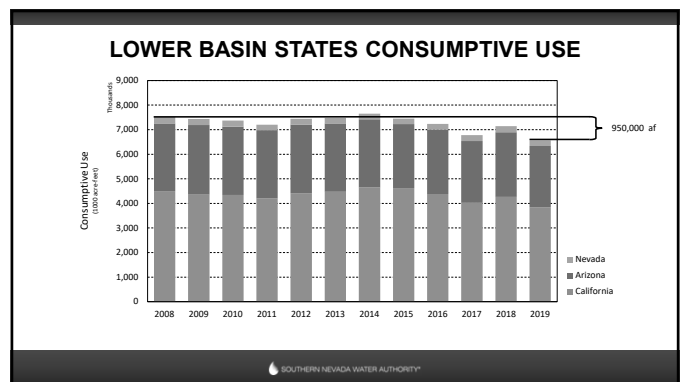
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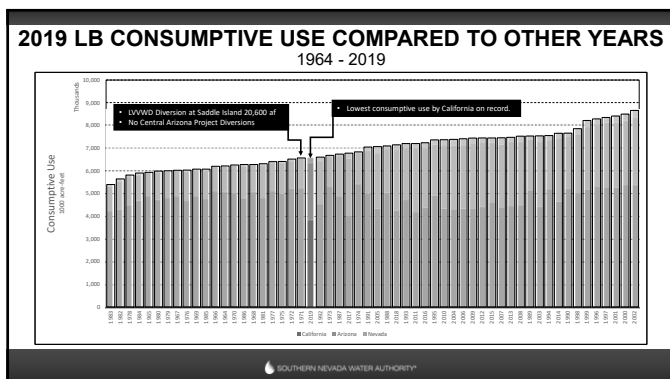
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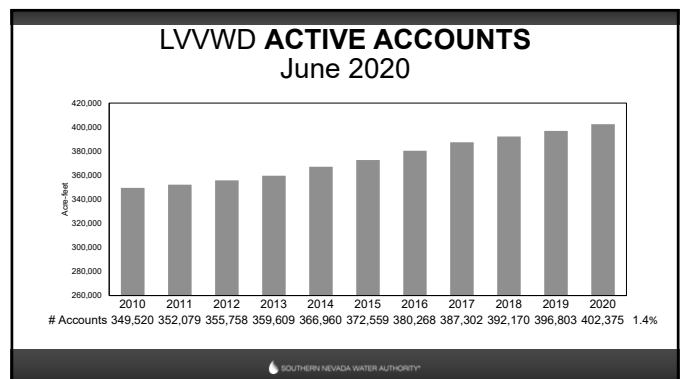
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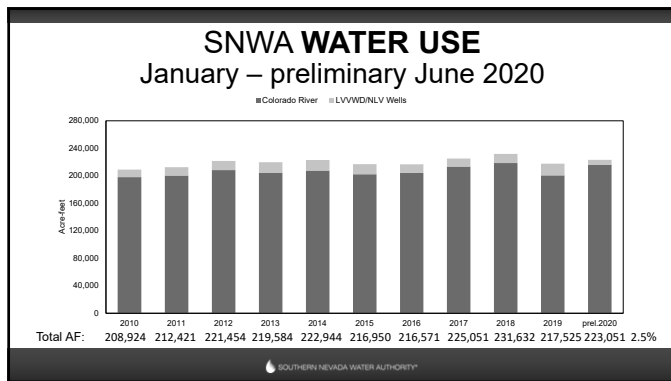
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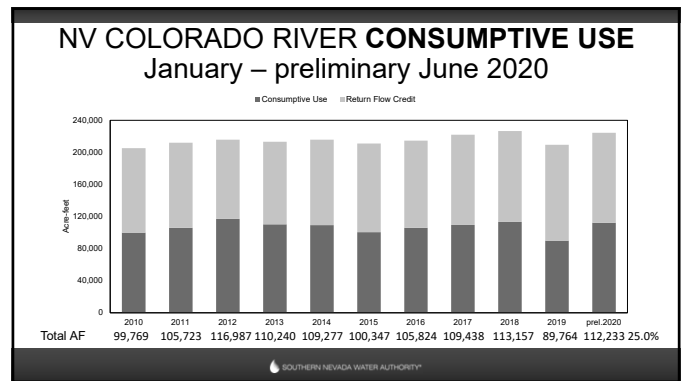
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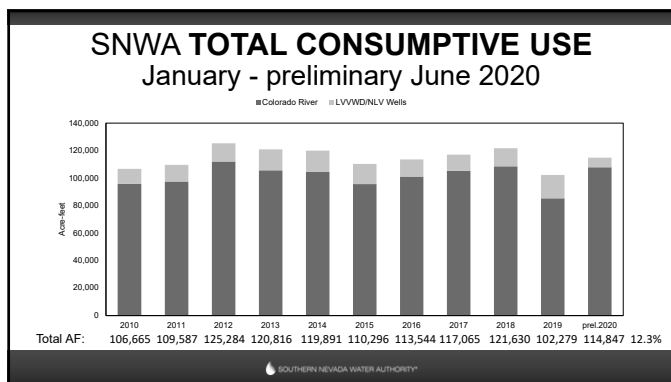
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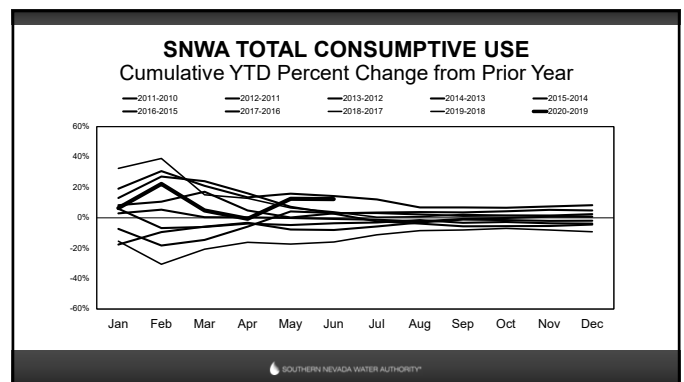
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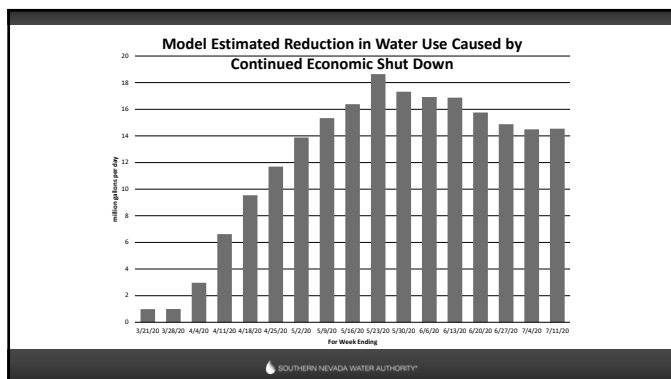
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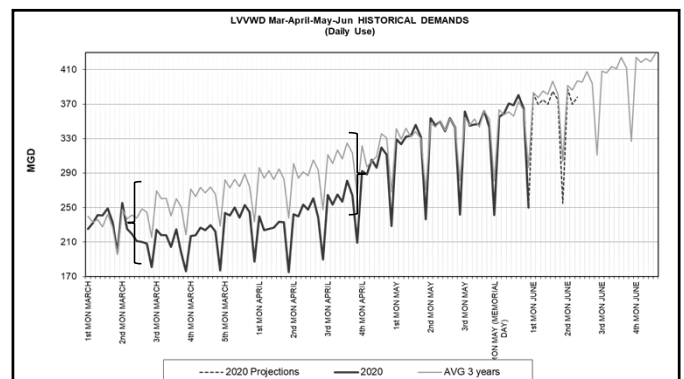
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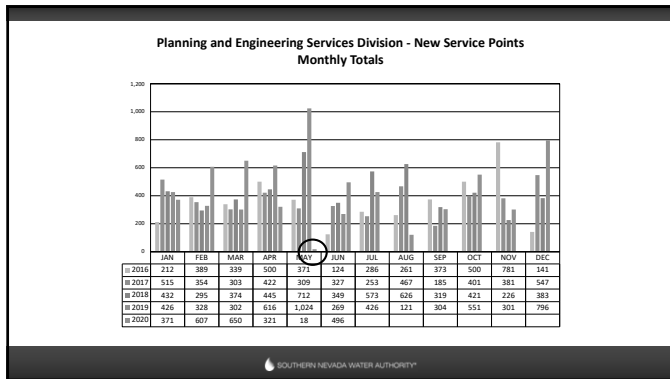
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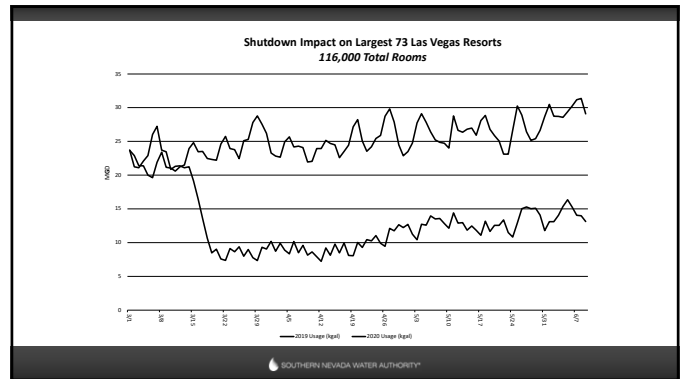
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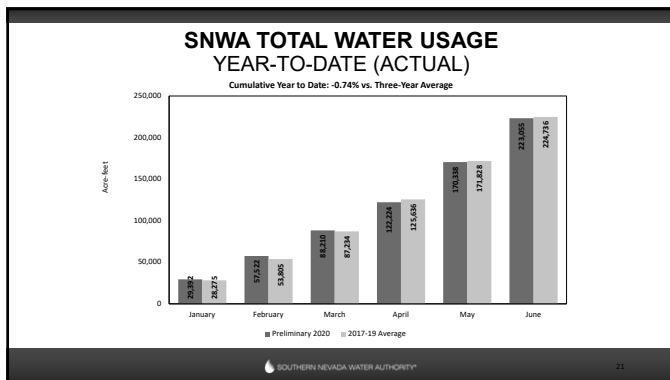
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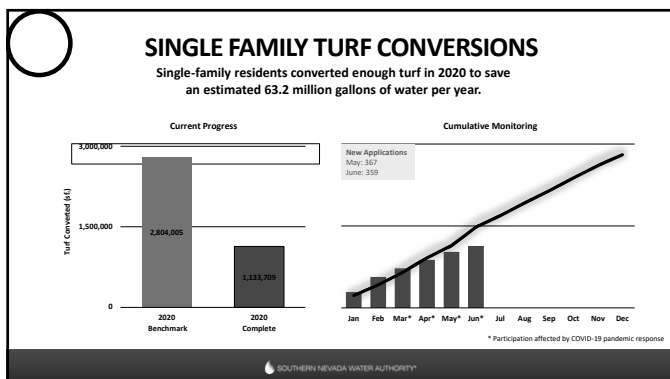
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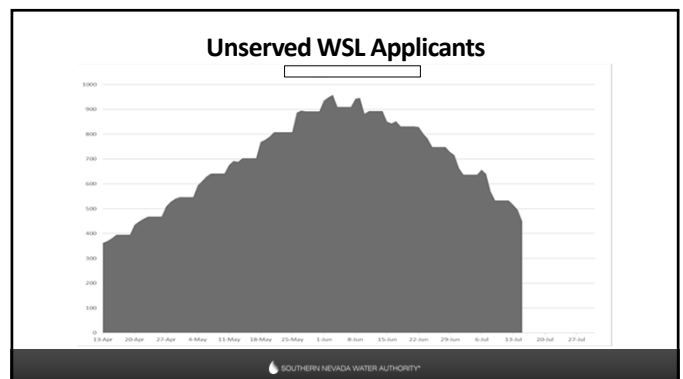
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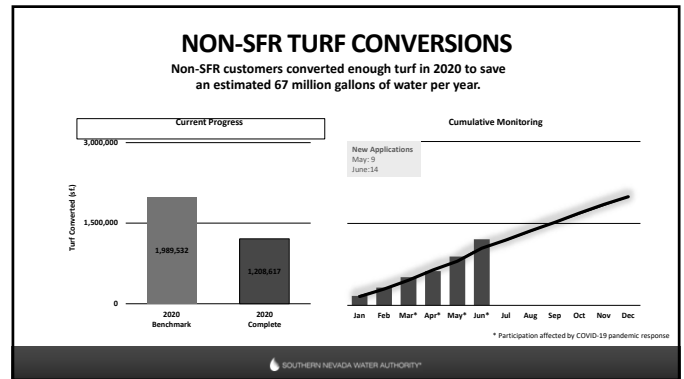
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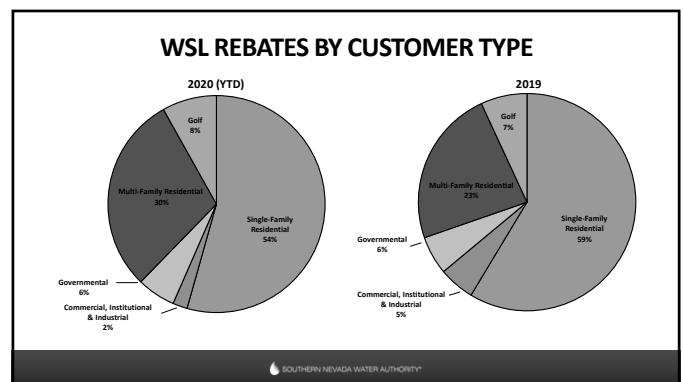
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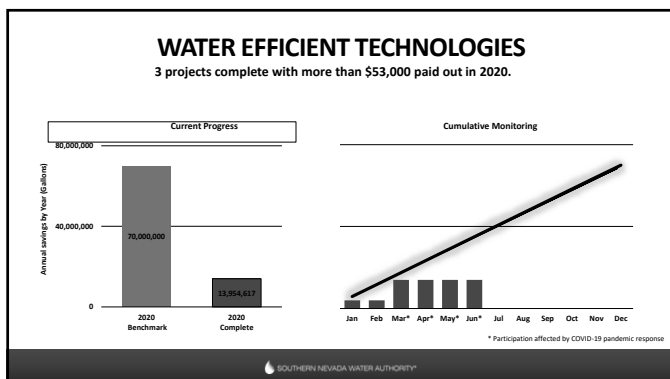
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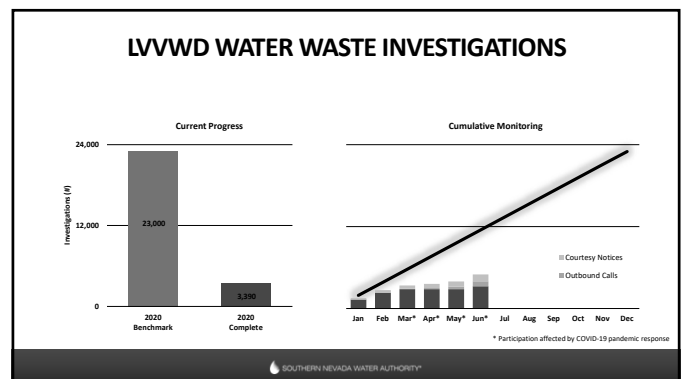
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**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS**

AGENDA ITEM

September 17, 2020

Subject:

Integrated Resource Planning Advisory Committee Recommendations

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors receive a presentation on the Integrated Resource Planning Advisory Committee 2020 process and adopt the recommendations set forth in the committee's recommendations report.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On October 17, 2019, the Board of Directors established the 11-member Integrated Resource Planning Advisory Committee (Committee) to evaluate various issues critical to the Authority's mission and develop formal recommendations for Board consideration.

Since October 2019, the Committee met nine times in public meetings to review and develop recommendations on infrastructure, water resources, water conservation, water use outside the Las Vegas Valley and water rates. Throughout the process, the Committee received a series of informational briefings on key issues affecting the Authority. A neutral facilitator was utilized to ensure all perspectives were heard and considered throughout the process.

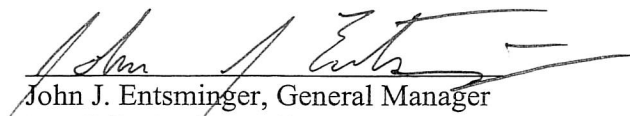
The Committee's deliberations resulted in 22 recommendations. The recommendations suggest specific actions to meet the Authority's current conservation goal, pursue opportunities to increase Nevada's water supplies, provide for the long-term sustainable use of Southern Nevada's water resources, maintain reliable water treatment and delivery, and fund the Authority's Major Construction and Capital Plan. The Recommendations Report summarizes the activities and discussions that took place and details the Committee's final recommendations.

The Committee reconvened for two meetings in August 2020 to receive an update on the Authority's COVID-19 response, evaluate the impacts of the pandemic, and review an updated funding model. The committee also reviewed its original recommendations and revised them as appropriate.

At this time, the Board is being asked to receive a presentation on the Integrated Resource Planning Advisory Committee 2020's Recommendations Report and to adopt the recommendations set forth therein.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:CNP:AMB:KH:jb
Attachment

AGENDA
ITEM #

2

SOUTHERN NEVADA WATER AUTHORITY
INTEGRATED RESOURCE PLANNING ADVISORY COMMITTEE 2020

RECOMMENDATIONS REPORT

SEPTEMBER 2020



SOUTHERN NEVADA
WATER AUTHORITY®

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SOUTHERN NEVADA WATER AUTHORITY
Integrated Resource Planning Advisory Committee 2020

RECOMMENDATIONS REPORT

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Executive Summary

The Southern Nevada Water Authority (SNWA) was established in 1991 to address Southern Nevada's unique water needs on a regional basis. Comprised of seven local water and wastewater agencies, the SNWA, as a wholesale water provider, is responsible for water treatment and delivery, acquiring and managing long-term water resources for Southern Nevada, and implementing regional water conservation initiatives. Collectively, SNWA member agencies serve more than 2.2 million residents in Southern Nevada.

To ensure wide-ranging community input into future policy making, the SNWA Board of Directors formed an advisory committee to solicit recommendations on the direction of water policy and help inform its planning efforts. The SNWA has regularly formed advisory committees to obtain community input regarding major policy decisions, dating back to the SNWA's earliest days. Major initiatives regarding regional water facilities, water resources, water quality, capital funding and drought response all benefited from robust community input. Previous committee recommendations have led to the construction of the Low Lake Level Pumping Station, additional conservation measures that have reduced water use throughout the Las Vegas Valley and investments into Colorado River initiatives that have helped elevate Lake Mead water levels.

On October 17, 2019, the SNWA Board of Directors convened a new advisory committee to evaluate and make recommendations on issues of interest to the SNWA's long-term planning efforts. The Integrated Resource Planning Advisory Committee 2020 (IRPAC 2020) met nine times between October 30, 2019 and August 26, 2020. The ten month-long process consisted of education on critical transmission infrastructure, water resources, water conservation, out-of-valley water use and regional water rates; an evaluation of water rate adjustment scenarios and financial models; consideration of the COVID-19 pandemic and its impacts; and ultimately the formulation of recommendations for SNWA Board consideration.

This report summarizes the activities and results of the committee process. Section I is an overview of the committee process, Section II reviews committee discussion topics, and Section III summarizes the committee's 22 recommendations.

I. Advisory Committee Process

To coordinate and manage committee meetings, the SNWA retained an independent, neutral facilitator, Terry Murphy of Strategic Solutions, Las Vegas, Nevada. An experienced facilitator familiar with local utility issues, Ms. Murphy encouraged dialogue and interaction among committee members, ensuring all perspectives were heard and considered, and suggested appropriate process tools to assist the committee in problem-solving and other aspects of its deliberations. Members worked together to identify positions that were generally acceptable to the committee as a whole.

The committee consisted of 11 members selected by the SNWA Board of Directors to represent diverse stakeholder groups and offer different perspectives within the SNWA's service territory. Below is a list of the committee members and the stakeholder groups they represented.

Committee Membership

Ken Evans, Urban Chamber of Commerce
Peter Guzman, Latin Chamber of Commerce
Carol Jefferies, Retiree
Andy Maggi, Nevada Conservation League
Paul Moradkhan, Vegas Chamber
Tom Morley, Laborers Local 872
Bob Murnane, Southern Nevada Homebuilders Association
Jonas Peterson, Las Vegas Global Economic Alliance
Phil Ralston, American Nevada Company
John Restrepo, RCG Economics
Virginia Valentine, Nevada Resort Association

IRPAC 2020 meetings were publicly posted in accordance with Nevada's Open Meeting Law. Presentations, audio recordings, and meeting summaries are available on snwa.com.

II. Committee Discussion Review

To develop a framework through which the SNWA can comprehensively support mission-critical efforts in the future, the committee process included education and discussion on major organizational components, including infrastructure and facilities, water resources, water conservation, and financial structure.

The committee received information on prior citizens advisory committees and how their recommendations impacted and guided many of SNWA's important decisions. The committee received an overview of SNWA's history, major responsibilities, initiatives, governance, water supply planning and funding.

Beginning with its first meeting, IRPAC 2020 heard from SNWA staff regarding the water challenges facing the community. Specifically, IRPAC 2020 received information about the limits of the existing regional water system and the need to increase system capacity to enhance reliability and to accommodate additional water demands over the next decade. Additionally, IRPAC 2020 learned about renewable energy requirements, water resource projects, water conservation efforts, and funding needs.

Recognizing the facilities, resources, and conservation efforts needed to reliably deliver water supplies to its customers for decades to come, the SNWA presented IRPAC 2020 with a proposed amendment to its Major Construction and Capital Plan (MCCP) to include projects and activities totaling \$3.166 billion.

Over a series of meetings, SNWA staff detailed what the MCCP amendment would include, its cost and why the projects are necessary for Southern Nevada. The proposed projects were presented to the committee, grouped by topic:

- Facilities
- Water resources
- Water conservation

Facilities

The SNWA maintains a robust regional water system with two treatment plants, a number of pumping stations and reservoirs, and miles of large-diameter lateral pipelines to deliver treated Colorado River water to local water purveyors. These facilities have been constructed and brought online to meet demands and offer redundancy within the system.

The existing regional water system is sufficient to meet present-day demands; however, additional capacity is necessary to meet future demands. A planned water lateral that had been deferred a decade ago during the recession is needed in the near-term to convey Colorado River water to meet projected demands in the region. In addition, the new lateral will provide backup capacity to the 40 percent of the Las Vegas Valley's retail customers that are currently fully reliant upon the existing South Valley Lateral.

Furthermore, the SNWA continues to see projects that propose to convey Colorado River water outside the SNWA's existing service area. Such proposals are only viable if the wastewater from the projects is returned to Lake Mead to maintain return-flow credits. IRPAC 2020 considered recommendations to address this situation. Return-flow credits, the system of returning treated wastewater back to Lake Mead to use again, are a critical component of the SNWA's Water Resource Portfolio and allows Southern Nevada to deliver water in excess of its Colorado River allocation. Water that cannot be returned to Lake

Mead for return-flow credits represents a depletion of water resources, and as such, maximizing existing water resources and extending its use is essential to meet current and future demands. With new development proposed outside of the existing SNWA service area, constructing facilities to return wastewater is an important component to the region's sustainability and water resources.

The projects proposed within the SNWA's MCCP amendment aim to achieve at least one of the following critical planning goals:

- **Capacity:** The ability for the water system to support new customers or increased demands
- **Redundancy:** The ability of the water system to prevent or recover from the failure of another system component, especially in times of outages or emergencies
- **Reliability:** The ability of a water system to consistently serve its customers without service interruptions
- **Resource Maximization:** The ability of a water system to extend, conserve, maximize or make existing water resources more efficient

The facility-related projects proposed for construction within the MCCP include:

- **Horizon Lateral** – A proposed new lateral towards the south end of the regional water system to accommodate projected demands, and to ensure redundancy and reliability in that part of the system. The anticipated facility will have a transmission capacity of more than 400 million gallons per day (MGD).
- **Garnet Valley Water System** – A proposed water system that includes 18 miles of pipeline, a reservoir, pumping stations and forebays to meet the demands of an industrial park in North Las Vegas spanning 11,500 acres.
- **Garnet Valley Wastewater System** – A proposed backbone wastewater system that will include five wastewater lift stations and more than 40 miles of wastewater pipeline to convey Apex's wastewater to a treatment plant, and eventually back to Lake Mead for return-flow credits.
- **Boulder City Wastewater Pipeline** – This project proposes a conveyance system to move Boulder City's wastewater that is currently being sent to evaporation ponds through more than six miles of pipeline to Henderson's wastewater facility, and eventually back to Lake Mead for return-flow credits.
- **Large-scale Solar PV Project** – A proposed solar power project that includes an 8-mile expansion to the SNWA's existing system and can convey at least 50 megawatts of clean energy.
- **Asset management** – Improvements to existing facilities and equipment such as upgrades to aging in-valley water storage and transmission facilities, ozone rehabilitation, filter improvements and final activities related to the SNWA's Low Lake Level Pumping Station.

Water Resources

The SNWA is responsible for acquiring and managing Southern Nevada's water resources and prioritizes those efforts through the development of a Water Resource Plan. The committee was provided information about Southern Nevada's water resources and how they are used today or how they will meet future demands.

The committee reviewed a history of resources, including additional supplies that have been forged through Colorado River partnerships, such as the Brock Reservoir, Intentionally Created Surplus and water banking arrangements. The SNWA is evaluating new opportunities with Colorado River partners to secure additional water supplies through investments in a water recycling project in Southern California or through brackish and ocean water desalination plants. The committee was presented with scenarios of

the timing of future resources with differing hydrologic conditions and demand scenarios, and the impact that new supplies would have on resource planning.

In order to participate in future opportunities, if available, that would further increase Southern Nevada's water resources, the SNWA would need adequate funding to pay for the projects. The proposed M CCP amendment includes at least \$728 million to fund water resource projects, which includes funding for new resource opportunities developed through Colorado River partnerships and money required for ongoing water resources projects, such as Mexico Minute 323, Arizona Water Banking, and Muddy and Virgin River water acquisitions.

Water Conservation

The committee reviewed Southern Nevada's water conservation initiatives and progress towards the regional conservation goal. With climate change, a growing population, and system loss placing upward pressure on progress towards the goal, Southern Nevada is facing an uphill challenge in reducing water use consistently over the planning horizon. Meeting the goal will require new strategies, innovation, more stringent regulations and community-wide participation. The committee considered a wide range of conservation opportunities that, if implemented, would help meet the goal. These strategies ranged from reducing use from evaporative coolers to warm season turf conversions and are further detailed in the committee's conservation recommendations under Section III. The proposed M CCP amendment also includes \$152 million to continue Water Smart Landscaping projects.

Resources and Conservation Contingency

Recognizing that there may be additional resource and conservation opportunities not yet identified within the proposed M CCP amendment that require funding, the committee felt it was prudent to include a contingency amount that could fund additional Colorado River water resource opportunities if they become available or additional conservation programs, such as new incentive programs or technology development/deployment.

Funding

Following a series of meetings on facilities, water resources and conservation, the committee discussed how to fund a proposed M CCP amendment that totaled \$3.166 billion:

<u>Proposed M CCP Funded Projects:</u>	
Facility-related Projects	\$2,123.0 million
Water Supplies	728.0
Conservation	152.3
<u>Resources/Conservation Contingency</u>	<u>162.3</u>
M CCP Expenditures as Proposed	\$3.166 billion

Given the magnitude of the proposed M CCP, additional funding is needed. The committee reviewed all of SNWA's existing funding sources, and concluded that the SNWA Connection Charge, the SNWA Infrastructure Charge and the SNWA Commodity Charge were the most appropriate sources to fund the proposed M CCP as those rates have not kept pace with inflation. The Connection Charge, a charge collected by developers who require new service connections, has not been increased since 2008 during the economic downturn. The SNWA Commodity Charge, a volumetric charge assessed on customer water bills, was last increased in 2017. The Infrastructure Charge, a fixed charge assessed based on meter size, was last increased in 2018 at the recommendation of an advisory committee to fund the Low Lake Level Pumping Station. Since those adjustments, the rates have not kept pace with inflation.

The committee was supportive of a prior committee's recommendation to reduce rate shock and considered how to meet funding requirements and maintain pace with inflation without burdening customers.

The committee was presented with a variety of strategies to fund new capital projects and the members considered the impact to the SNWA's unrestricted reserves and potential impacts to sample customer bills that were selected to represent a subset of the community. The committee's discussions focused around the following considerations:

- *Debt Funding*: How much and at what target should debt be managed to fund the MCCP
- *Phase In*: Over what period of time should inflationary increases be spread
- *Fixed v. Variable Indexing*: Whether the inflationary increases should be set at a fixed rate with the historic average amounts during the first phase-in years or subject to actual annual indexed amounts
- *Connection Charge Revenues*: Removing the \$16.1 million threshold that is currently applied to SNWA Connection Charges or treating Connection Charge revenues differently

The committee reviewed scenarios that met funding requirements through inflationary-based increases. The inflationary increases aimed to (1) catch the existing rates of the Connection, Commodity and Infrastructure charges up to what they would be today had they kept pace with inflation and (2) begin charging today's inflation to ensure that its "buying power" isn't reduced. The model assumed a 2.5 percent annual increase for Consumer Price Indexed rates (Commodity Charge) and a 3 percent annual increase for Engineering News Record increases (Connection and Infrastructure Charges). The committee considered a 5-year or 6-year phase in process, but after discussions, supported a 6-year phase in process to keep the rates lower during that time.

		6 YEAR PHASE-IN STARTING 2022						INDEXING
		2022	2023	2024	2025	2026	2027	2028
Connection Charge (ENR) <i>Last increased in 2008</i>	Catch-Up Inflation	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	0.0%
	Current Year Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	Total	9.5%	9.5%	9.5%	9.5%	9.5%	9.5%	3.0%
Commodity Charge (CPI) <i>Last increased in 2017</i>	Catch-Up Inflation	2.3%	2.3%	2.3%	2.3%	2.3%	2.3%	0.0%
	Current Year Inflation	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	Total	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	2.5%
Infrastructure Charge (ENR) <i>Last increased in 2018</i>	Catch-Up Inflation	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	0.0%
	Current Year Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	Total	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	3.0%

At the committee's February meeting, they formulated a set of draft recommendations to take back to their stakeholder groups for initial review. Following the meeting, a draft recommendations report was compiled and provided to the committee. At the August 26, 2020 meeting, they approved their final recommendations and recommendations report.

III. Recommendations

After careful evaluation of the issues and options, the Committee reached consensus on several recommendations, which will be transmitted to the SNWA Board of Directors for consideration and approval.

The 22 recommendations are listed below and grouped by topic.

GENERAL RECOMMENDATIONS

1. Work with community stakeholders to implement IRPAC recommendations.

All of these recommendations and initiatives will require community support, engagement and participation. The committee recognized the importance of involving stakeholders in the development and implementation of these efforts.

MCCP AND FACILITIES

2. Maintain current asset management funding levels and practices to ensure reliable water treatment and transmission in Southern Nevada.

Continued rehabilitation and improvement to SNWA's existing water storage and transmission infrastructure is critical to sustained water system reliability and conservation efforts. The committee recognized the value of uninterrupted service levels and demonstrated a keen interest in moving forward on necessary asset management projects.

3. Pursue projects to meet Nevada's Renewable Portfolio Standard.

Given Nevada's Renewable Portfolio Standard of 50 percent by 2030, the SNWA must pursue additional power resource options. SNWA has the opportunity to enter into a power purchase agreement with a private company that is constructing a large-scale solar photovoltaic energy project. This partnership represents low-cost solar resources for the SNWA and an increase in renewable supplies.

4. Include the candidate projects presented to IRPAC 2020, totaling \$3.166 billion, in the SNWA's Major Construction and Capital Plan (MCCP).

After receiving information about the projects proposed for the MCCP amendment, which includes new facilities, new water supplies and conservation programming, the committee supported moving forward with the projects as proposed. They also supported including a contingency amount to fund Colorado River water resource opportunities or conservation opportunities that may arise.

WATER RESOURCES

5. Pursue emerging water resource opportunities with Colorado River partners to increase Nevada's water supplies, as presented to IRPAC on December 18, 2019.

The committee agreed that funding should be made available for SNWA to capitalize on partnership opportunities with other Colorado River users to secure additional water supplies for the community.

Potential projects include a large-scale water recycling project in Southern California or desalination plants, and these projects were presented to IRPAC at the December 18, 2019 meeting. Given the success of similar projects, this committee felt like this is a worthwhile opportunity that would yield important water resources to meet future demands.

6. Require out-of-valley development to return wastewater to Lake Mead and embed the principles of the SNWA's Out-of-Valley Water Use Policy within municipal codes and Las Vegas Valley Water District (LVVWD) Service Rules.

The SNWA's Out-of-Valley Water Use policy was developed to address and minimize Colorado River water use in areas where it cannot be returned. The committee understood the importance of return-flow credits and supported implementing the tenets of this policy in regional regulations.

CONSERVATION

7. Pursue changes necessary to achieve the SNWA's current water conservation goal of a minimum of 105 GPCD by 2035 and further efforts to achieve additional conservation thereafter.

The committee recognized the importance of meeting the regional conservation goal and how the resource plan changes if further progress is made. With climate change impacts making the goal more challenging, more initiatives are required to meet the goal and continue to pursue additional conservation thereafter.

8. Reduce existing non-functional turf acreage by 50 percent by 2035.

Non-functional turf represents a wasteful use of water resources and covers approximately 5,000 acres within Southern Nevada. The committee supported the organization's efforts to continue to incentivize turf removal and explore new opportunities to accelerate non-functional turf removal to reduce existing non-functional turf acreage by one-half.

9. Embed the principles of the SNWA's Non-Functional Turf Resolution in municipal codes and LVVWD Service Rules.

In July 2019, the SNWA Board of Directors approved a resolution that further refined prohibitions on non-functional turf applications and applied standards to new turf installations to maximize the functionality of future turf installations. These standards included size and slope limitations that have not yet been codified. The committee supported codifying these principles to ensure more sustainable development moving forward.

10. Limit future installations of cool-season turf in public spaces and expedite the conversion of cool-season turf to warm-season turf at existing public facilities.

Water savings can be achieved through the conversion of functional cool season turf to more water-efficient varieties of grass (also known as warm-season turf). The committee was in favor of accelerating conversion of parks and school fields to warm season turf and requiring the use of warm season grasses as functional turf is installed.

11. Implement smart controller technology to automate landscape watering compliance and increase outreach and enforcement efforts.

Compliance with mandatory day of week and time of day watering restrictions saves significant water resources. The increased usage of smart irrigation controller technology can have a significant impact on water use during weather events. Further exploration and implementation of emerging

technology may lead to better compliance with watering restrictions. The committee agreed that future efforts such as smart controller technology, incentives, enforcement, and advertising should be used to maximize compliance with watering restrictions.

12. Pursue implementation of advanced metering infrastructure and develop partnerships and programs to improve the speed of customer leak repairs.

Advanced metering infrastructure (AMI) and technology can help to notify water providers and customers alike of water leaks in near real-time. This type of immediate notification would greatly reduce the time it currently takes for leaks to be detected and repaired, and ultimately reduce water loss. While AMI pilot programs exist throughout the valley, the committee supported continued implementation as quickly as possible.

13. Evaluate changes necessary to reduce current and future consumptive water losses associated with evaporative cooling technology.

Evaporative cooling represents a large consumptive use in Southern Nevada. New technologies such as geothermal cooling and single pass cooling may greatly reduce the amount of water currently being lost by evaporative cooling practices, and additional research is needed to assess how best to deploy and utilize more water efficient cooling technologies. The committee supported continued efforts towards reducing water use in this sector.

14. Establish an efficiency review policy and process for new large water users to encourage efficient development and disincentivize consumptive use.

While the number of customers who use more than 1 million gallons of water per month remains relatively small, an opportunity to reduce water use in this sector does exist. Currently, there is no opportunity for the regional water agency to affect or influence water use on these large properties and implementing a review process would be beneficial to ensure when these properties are constructed that water is being used efficiently.

15. Continue to make investments that will maintain or improve the existing water loss rates among wholesale and retail water purveyors.

Ongoing assessment, repair and rehabilitation of existing water systems is critical in maximizing system efficiencies and reducing water loss. The committee supported maintaining or reducing current water loss levels through the regional and retail water systems.

16. Continue outreach efforts to engage the public and effectuate the changes needed to meet the community's regional conservation goal.

Public outreach is essential to SNWA's conservation programs, especially to increase compliance with the mandatory watering schedule. The committee recommended continuing these efforts to invoke community-wide conservation participation.

FUNDING

17. Fund the MCCP with a combination of debt capital and pay-go to manage unrestricted reserve balances at adequate levels consistent with the Reserve Policy.

The committee evaluated how different debt capital and pay-go scenarios affected reserve targets and funding levels. The committee quickly agreed to not continue evaluating scenarios at a 50 percent debt capital / 50 percent pay-go approach as funding levels were well below target in future

years. Ultimately, the committee supported a flexible approach to maintain adequate reserve balances consistent with the SNWA Board-approved Reserve Policy.

18. Implement a six-year annual increase to SNWA charges effective January 2022 to:

1) Phase-in an inflationary catch up, and

2) Adjust for subsequent annual inflation within the six-year period:

- Increase the Connection Charge by 9.5% annually for six years effective Mar. 2022**
- Increase the Infrastructure Charge by 4.6% annually for six years effective Jan. 2022**
- Increase the Commodity Charge by 4.8% annually for six years effective Jan. 2022**

The SNWA Infrastructure Charge and Commodity Charge had not been increased since they were last adjusted by a previous IRPAC committee and as a result, neither have kept pace with inflation. The SNWA Connection Charge has not been adjusted for more than 10 years, and inflation has increased significantly since that time.

The committee thought it was prudent to (1) catch the existing rates up to what they would have been had they kept pace with inflation, and (2) ensure rates moving forward keep pace with inflation. SNWA staff prepared a table that showed both increases: the catch-up rate and the inflationary rate based on historical averages. Rather than keeping them separate, the committee opted to lock in the rate as proposed for the first six years, and then adjust the rates to reflect increases to inflation, noting that fixing the rate helps budget and planning efforts.

19. Implement an indexed rate component to the SNWA Infrastructure and Commodity charges annually, effective January 2028, and limit future increases to a floor of 1.5% and a ceiling of 4.5% each year.

- Infrastructure Charge in accordance with Engineering News Record (ENR) index**
- Commodity Charge in accordance with the Consumer Price Index (CPI)**

Do not implement inflationary increases in a year in which the five-year forecast unrestricted reserve balance is projected to be greater than 150% of targeted reserve balances.

To maintain pace with inflation and avoid rate shock in future years, the committee also recommended that an inflationary index be applied to the SNWA Infrastructure Charge and the SNWA Commodity Charge. The committee recommends collaring those inflationary-based increases to achieve revenue stability and avoid unnecessary customer impacts.

The inflationary index applied to the SNWA Infrastructure Charge is the Engineering News Record, which tracks costs associated with building materials and labor and is appropriate for a charge designed to reflect the costs of constructing and maintaining the water system. The inflationary index applied to the SNWA Commodity Charge is the Consumer Price Index, which measures prices paid by urban consumers on goods and services.

20. Implement an indexed rate component to the SNWA Connection Charge annually in accordance with the ENR index, effective March 2028.

To maintain pace with inflation, the committee recommended that an inflationary index be applied to SNWA Connection Charges after the approved rates are phased in through 2027. The inflation index applied to the Connection Charge is the ENR index, similar to the Infrastructure Charge.

- 21. Eliminate the \$16.1 million Connection Charge threshold, require SNWA Connection Charge revenues to fund the pay-go portion of capital expenditures and related debt service, and exclude from funding recurring operating expenses.**

A previous IRPAC committee made a recommendation to help reduce the reliance on Connection Charge revenues and dedicated Connection Charge revenues in excess of \$16.1 million be restricted to specific funding activities. In the current environment, the committee opted to remove the threshold, but carry over some of the original intent of the previous committee recommendations by explicitly prohibiting spending Connection Charge revenues on recurring operating expenses.

- 22. Provide IRPAC 2020 with an annual update of the funding model and convene the committee as necessary.**

The committee felt it was appropriate to receive an update on activities within the MCCP and the funding model with the understanding that they may need to convene if there are issues or changes that require additional discussion or clarification.

APPENDIX A

Meeting Synopsis

The following provides a brief synopsis of discussion topics for each committee meeting. A summary was developed for each meeting and is available on snwa.com or by contacting the SNWA.

Meeting 1 – October 30, 2019: Introduction of committee members, facilitator and key SNWA staff. Review committee process and administrative items. Receive an overview of past SNWA committees; and SNWA's history and key initiatives.

Meeting 2 – November 20, 2019: Receive an overview of the SNWA's capital planning efforts; and proposed regional water and power facilities recommended for inclusion in the SNWA's Major Construction and Capital Plan.

Meeting 3 – December 18, 2019: Receive an overview of Southern Nevada's water resources and potential new water resources for Southern Nevada that can be developed through Colorado River partnerships.

Meeting 4 – January 8, 2020: Receive an overview of Southern Nevada's water conservation efforts and future water conservation initiatives for Southern Nevada. Review initial financial model assumptions.

Meeting 5 – January 29, 2020: Overview of SNWA's financial structure and discussion of capital funding scenarios. Review rate model assumptions and sample customer impacts; discuss recommendations.

Meeting 6 – February 12, 2020: Review additional rate model assumptions and sample customer impacts. Review and discuss all draft board recommendations.

Meeting 7 – March 4, 2020: Finalize recommendations report.

Facility Tour – Committee members were given the option to participate in a facility tour of Southern Nevada's water infrastructure.

Meeting 8 – August 19, 2020: Receive an update on IRPAC status since last meeting, including COVID-19 impacts and responses and review updated funding model.

Meeting 9 – August 26, 2020: Review sample customer bills and committee recommendations and approve as appropriate.

APPENDIX B

Rate Models

Pursuant to the committee's recommendation no. 17, they suggested a flexible approach to funding the MCCP with a combination of debt and pay-go capital to manage unrestricted reserve balances at adequate levels consistent with the Reserve Policy. The committee was shown a number of financial model scenarios. In August 2020, they were presented with a revised scenario that included an updated financial forecast with revised revenue projections, a result of the Covid-19 impact.

Revised Base Scenario: 90% Debt / 10% Pay-go

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Sources										
Wholesale Delivery Charge	\$ 142,032,734	\$ 151,054,569	\$ 159,997,507	\$ 169,139,321	\$ 178,472,142	\$ 183,837,022	\$ 189,046,936	\$ 194,581,133	\$ 200,999,698	\$ 207,350,154
Infrastructure Charge	166,934,981	172,406,642	181,849,073	192,414,768	204,005,022	216,049,955	228,592,687	239,810,540	249,417,084	259,246,049
Commodity Charge	66,773,853	64,712,078	70,647,220	75,607,114	82,146,496	86,939,629	91,681,593	94,900,603	98,556,045	102,183,408
Connection Charge	19,108,425	17,225,998	33,363,222	50,611,541	65,208,884	65,339,225	66,248,816	65,609,151	62,089,064	59,678,120
Reliability Surcharge	5,448,046	5,584,247	5,723,853	5,866,950	6,013,623	6,163,964	6,318,063	6,476,015	6,637,915	6,803,863
Sales Tax	44,678,049	59,409,554	76,243,776	79,032,781	82,085,469	85,161,076	88,273,297	91,420,458	94,600,730	97,829,763
Investment Income	7,154,023	7,713,427	7,459,364	8,527,883	8,905,659	8,819,021	9,182,550	9,916,110	10,789,769	11,903,296
Groundwater Management Fee:	894,208	894,208	894,208	894,208	894,208	894,208	894,208	894,208	894,208	894,208
LV Wash Program Fees	443,863	443,863	443,863	443,863	443,863	443,863	443,863	443,863	443,863	443,863
Grant Proceeds	1,988,014	1,988,014	1,988,014	1,988,014	1,988,014	1,988,014	1,988,014	1,988,014	1,988,014	1,988,014
Other Sources	6,819,897	6,819,897	6,819,897	6,819,897	6,819,897	6,819,897	6,819,897	6,819,897	6,819,897	6,819,897
Subtotal	462,276,092	488,252,498	545,429,995	591,346,340	636,983,277	662,455,872	689,489,924	712,859,992	733,236,287	755,140,634
Debt Issuance Proceeds	-	339,941,318	-	563,668,596	-	778,312,684	-	603,290,460	-	640,030,849
SNWA Sources	462,276,092	828,193,816	545,429,995	1,155,014,936	636,983,277	1,440,768,556	689,489,924	1,316,150,452	733,236,287	1,395,171,484
Uses										
Water Resource Investments	17,914,000	8,111,850	8,314,646	8,522,512	8,735,575	8,953,965	9,177,814	9,407,259	9,642,441	9,883,502
Energy	38,222,458	39,300,000	39,000,000	32,000,000	34,400,000	35,260,000	36,141,500	37,045,038	37,971,163	38,920,443
Payroll & Related	88,229,311	83,605,551	84,252,383	87,335,188	82,747,273	79,007,343	95,079,264	99,048,024	103,180,502	107,483,396
Operating Expenses	62,181,852	63,736,398	65,329,808	66,963,053	68,637,130	70,353,058	72,111,884	73,914,682	75,762,549	77,656,612
Capital Expenditures	89,125,693	168,208,653	228,833,295	243,679,396	414,998,374	572,538,447	337,149,489	347,263,973	357,681,893	368,412,349
Debt Service	289,141,521	306,339,907	305,656,804	336,928,067	326,812,567	371,987,079	364,060,006	384,187,571	348,329,110	385,665,701
SNWA Uses	584,814,835	669,302,359	731,386,937	775,428,216	936,330,919	1,138,099,892	913,719,956	950,866,547	932,567,658	988,022,003
Annual Surplus/(Deficit)	\$ (105,894,720)	\$ (28,707,567)	\$ (13,530,707)	\$ 39,158,848	\$ 23,646,688	\$ 59,738,303	\$ 698,758	\$ 82,285,578	\$ 62,961,077	\$ 105,533,260
Reserve Balance	\$ 573,177,795	\$ 544,599,462	\$ 530,814,691	\$ 571,042,059	\$ 595,066,522	\$ 654,718,187	\$ 655,780,474	\$ 738,799,613	\$ 802,634,349	\$ 909,281,137
Reserve Target	670,958,239	694,395,743	701,687,706	734,835,920	730,857,577	770,548,075	745,306,224	762,093,562	720,896,672	750,290,418
Excess/(Deficit) of Reserve Target	(97,780,443)	(149,796,281)	(170,873,015)	(163,793,861)	(135,791,055)	(115,829,888)	(89,525,750)	(23,293,949)	81,737,677	158,990,719
% of Reserve Target	85%	78%	76%	78%	81%	85%	88%	97%	111%	121%
Debt Coverage Ratio	3.21	2.80	2.89	2.72	3.04	2.78	3.06	2.95	3.53	3.39

APPENDIX C

Approved Rate Impact Table

		6 YEAR PHASE-IN STARTING 2022						INDEXING
		2022	2023	2024	2025	2026	2027	2028
Connection Charge (ENR) <i>Last increased in 2008</i>	Catch-Up Inflation	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	0.0%
	Current Year Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	Total	9.5%	9.5%	9.5%	9.5%	9.5%	9.5%	3.0%
Commodity Charge (CPI) <i>Last increased in 2017</i>	Catch-Up Inflation	2.3%	2.3%	2.3%	2.3%	2.3%	2.3%	0.0%
	Current Year Inflation	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	Total	4.8%	4.8%	4.8%	4.8%	4.8%	4.8%	2.5%
Infrastructure Charge (ENR) <i>Last increased in 2018</i>	Catch-Up Inflation	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	0.0%
	Current Year Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
	Total	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%	3.0%

APPENDIX D

Projected Average Monthly Bills for Sample Customers

IRPAC Revised Sample Customer Bill Information:2022 Rate Implementation									
<i>*Sample bills also include an already-approved LVVWD rate increase</i>									
Type	Current 2020	2021	2022	2023	2024	2025	2026	2027	2028
Single Family Residential 5/8" - Typical Use									
2022 Phase-In	41.88	42.49	43.87	45.28	46.78	48.40	50.09	51.82	53.23
Single Family Residential 5/8" - High Use									
2022 Phase-In	93.14	94.90	97.69	100.53	103.45	106.73	110.10	113.51	116.48
Single Family Residential 1" - Typical Use									
2022 Phase-In	105.23	106.72	110.25	113.85	117.65	121.76	126.09	130.50	134.08
Single Family Residential 1" - High Use									
2022 Phase-In	358.56	365.82	376.21	386.88	397.74	409.83	422.33	434.91	446.11
Mobile Home - Boulder Cascade									
2022 Phase-In	4,808.29	4,874.16	5,023.65	5,175.63	5,345.27	5,535.69	5,728.96	5,925.19	6,085.06
High Rise - Queensridge									
2022 Phase-In	15,024.51	15,261.20	15,680.11	16,104.69	16,544.55	17,040.21	17,549.58	18,065.84	18,503.56
Office Park - Desert Canyon									
2022 Phase-In	1,820.48	1,838.74	1,866.15	1,893.79	1,921.92	1,954.24	1,987.07	2,020.19	2,049.23
Resort and Hotel - Bellagio									
2022 Phase-In	127,312.22	130,055.16	133,640.72	137,236.76	140,855.52	145,091.96	149,348.22	153,617.01	157,487.40
Restaurant - Lawry's									
2022 Phase-In	2,094.69	2,123.17	2,166.17	2,209.51	2,253.67	2,304.35	2,355.85	2,407.80	2,453.32
Retail Complex - Fashion Show									
2022 Phase-In	28,645.60	29,205.80	30,044.06	30,889.23	31,749.18	32,738.02	33,742.35	34,754.83	35,643.24
School - Palo Verde									
2022 Phase-In	12,485.93	12,719.18	13,055.44	13,393.93	13,737.42	14,134.14	14,536.06	14,940.67	15,298.78
Municipal Park - All American									
2022 Phase-In	9,109.44	9,269.85	9,528.70	9,790.37	10,058.09	10,363.27	10,674.38	10,988.88	11,260.36
Hospital - Sunrise									
2022 Phase-In	28,499.70	29,071.76	29,865.16	30,667.24	31,477.17	32,409.45	33,353.64	34,303.26	35,152.20
Locals Hotel - Palace Station									
2022 Phase-In	31,195.46	31,746.85	32,688.80	33,643.14	34,621.45	35,731.83	36,862.70	38,008.28	38,985.45
Shopping Center - Renaissance West									
2022 Phase-In	9,499.66	9,623.08	9,935.95	10,256.06	10,592.02	10,961.08	11,343.80	11,735.19	12,047.85
Industrial - Brady Linen									
2022 Phase-In	43,917.21	44,809.18	46,035.56	47,268.22	48,511.97	49,957.96	51,415.63	52,880.80	54,192.59
Apartment Complex - Foothill Village									
2022 Phase-In	14,855.21	15,176.20	15,576.34	15,992.47	16,410.47	16,871.87	17,350.21	17,829.75	18,271.92
Warehouse - Baldwin Motorsports									
2022 Phase-In	566.49	567.86	572.06	576.36	580.93	585.85	590.99	596.28	600.42
Strip Mall									
2022 Phase-In	10,678.72	10,834.21	11,107.42	11,385.50	11,671.26	11,992.04	12,320.99	12,654.61	12,937.99
Strip Mall (Small)									
2022 Phase-In	6,293.55	6,402.97	6,557.73	6,717.51	6,879.71	7,059.31	7,245.36	7,432.73	7,599.92
College - UNLV									
2022 Phase-In	113,115.55	115,325.84	118,582.81	121,864.94	125,199.55	129,044.57	132,934.77	136,855.09	140,307.35
Six-Year Fixed Rate Increase									

APPENDIX E

SNWA Connection Charges

CUSTOMER TYPE – RESIDENTIAL	CURRENT CHARGE	6 YEAR PHASE-IN							INDEXING
		2021	NEW 2022	NEW 2023	NEW 2024	NEW 2025	NEW 2026	NEW 2027	NEW 2028
5/8" residential meter size	\$4,870	\$4,870	\$5,333	\$5,840	\$6,395	\$7,003	\$7,668	\$8,396	\$8,648
3/4" residential meter size	4,870	4,870	5,333	5,840	6,395	7,003	7,668	8,396	8,648
1" residential meter size	9,610	9,610	10,523	11,523	12,618	13,817	15,130	16,567	17,064
1.5" residential meter size	19,170	19,170	20,991	22,985	25,169	27,560	30,178	33,045	34,036
2" residential meter size	30,680	30,680	33,595	36,787	40,282	44,109	48,299	52,887	54,474

Rates based on factors other than meter size

Residential: Individually Metered more than 8 Units per acre & Mobile Homes (per Dwelling Unit)	\$3,400	\$3,400	\$3,723	\$4,077	\$4,464	\$4,888	\$5,352	\$5,860	\$6,036
Residential: Master Metered more than 8 Units per acre & Mobile Homes (per Dwelling Unit)	3,400	3,400	3,723	4,077	4,464	4,888	5,352	5,860	6,036

CUSTOMER TYPE – NON-RESIDENTIAL	CURRENT CHARGE	6 YEAR PHASE-IN							INDEXING
		2021	NEW 2022	NEW 2023	NEW 2024	NEW 2025	NEW 2026	NEW 2027	NEW 2028
5/8" non-residential meter size	\$4,870	\$4,870	\$5,333	\$5,840	\$6,395	\$7,003	\$7,668	\$8,396	\$8,648
3/4" non-residential meter size	4,870	4,870	5,333	5,840	6,395	7,003	7,668	8,396	8,648
1" non-residential meter size	9,610	9,610	10,523	11,523	12,618	13,817	15,130	16,567	17,064
1.5" non-residential meter size	19,170	19,170	20,991	22,985	25,169	27,560	30,178	33,045	34,036
2" non-residential meter size	64,260	64,260	70,365	77,050	84,370	92,385	101,162	110,772	114,095
3" non-residential meter size	237,900	237,900	260,501	285,249	312,348	342,021	374,513	410,092	422,395
4" non-residential meter size	353,100	353,100	386,645	423,376	463,597	507,639	555,865	608,672	626,932

Rates based on factors other than meter size

Non-Residential: 6" and Larger, excluding Hotels, Motels, Golf Courses, and Laundries (Based on Annual Usage in 1,000 gallons)	\$29.20	\$29.20	\$31.97	\$35.01	\$38.34	\$41.98	\$45.97	\$50.34	\$51.85
Hotels & Motels (per Room)	2,780	2,780	3,044	3,333	3,650	3,997	4,377	4,793	4,937
Golf Course (per Acre)	45,640	45,640	49,976	54,724	59,923	65,616	71,850	78,676	81,036
RV Parks (per Space)	1,380	1,380	1,511	1,655	1,812	1,984	2,172	2,378	2,449

APPENDIX F

Total Capital Cost Assumptions

Horizon Lateral	\$1,596.7 million
Garnet Valley Water System	129.8
Garnet Valley Wastewater System	120.0
Boulder City Wastewater System	26.0
Solar PV Project	20.8
Asset Management	<u>229.7</u>
Total MCCP Facility Projects	\$2,123.0
Future Water Supplies	587.7
Virgin & Muddy River Water	98.4
Minute 323	36.4
Arizona Water Banking	<u>5.5</u>
Total MCCP Water Supplies	\$728.0
Water Smart Landscaping	152.3
Resources/Conservation Contingency	<u>162.3</u>
TOTAL MCCP EXPENDITURES AS PROPOSED	<u>\$3,165.6</u>
Operating Capital	176.7
Capital Equipment	50.0
Lower Las Vegas Wash	<u>122.5</u>
TOTAL CAPITAL	\$3,514.8 million*

** Amount shown above in today's dollars*

APPENDIX G

September 17, 2020 SNWA Board Agenda Item

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020**

Subject: Integrated Resource Planning Advisory Committee Recommendations
Petitioner: John J. Entsminger, General Manager
Recommendations: That the Board of Directors receive a presentation on the Integrated Resource Planning Advisory Committee 2020 process and adopt the committee's recommendations report.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On October 17, 2019, the Board of Directors established the 11-member Integrated Resource Planning Advisory Committee (Committee) to evaluate various issues critical to the Authority's mission and develop formal recommendations for Board consideration.

Since October 2019, the Committee met seven times in public meetings to review and develop recommendations on infrastructure, water resources, water conservation, water use outside the Las Vegas Valley and water rates. Throughout the process, the Committee received a series of informational briefings on key issues affecting the Authority. A neutral facilitator was utilized to ensure all perspectives were heard and considered throughout the process.

The Committee's deliberations resulted in 22 recommendations. The recommendations suggest specific actions to meet the Authority's current conservation goal, pursue opportunities to increase Nevada's water supplies, provide for the long-term sustainable use of Southern Nevada's water resources, maintain reliable water treatment and delivery, and fund the Authority's Major Construction and Capital Plan. The Recommendations Report summarizes the activities and discussions that took place and details the Committee's final recommendations.

The Committee reconvened in August 2020 to receive an update on the Authority's COVID-19 response, evaluate the impacts of the pandemic, and review an updated funding model. The committee also reviewed its original recommendations and revised them as appropriate.

At this time, the Board is being asked to receive a presentation on the Integrated Resource Planning Advisory Committee 2020's Recommendations Report.

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

Respectfully submitted:

John J. Entsminger, General Manager
~~UJF:CNP-AMR-KH-ih~~
Attachment

AGENDA
ITEM #

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject:

Resolution to Submit Grant Proposal

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2021, seeking \$2,000,000 and outlining the Authority's ability to contribute an equal or greater amount up to \$4,883,077, if awarded.

Fiscal Impact:

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

Background:

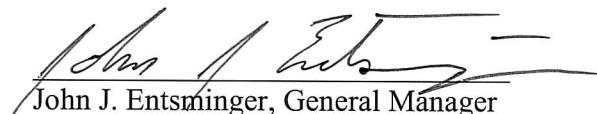
The Bureau of Reclamation (Reclamation) recently announced funding availability for its WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2021. This funding is designed to support projects that result in quantifiable water savings and support broader water reliability efforts.

In accordance with eligibility requirements, the Board of Directors is being asked to approve a resolution authorizing the submission of a grant proposal to Reclamation. The proposal requests \$2,000,000 of grant funding for the Authority's Water Efficient Technologies Program, which provides rebates for water saving projects within the non-residential sector. Specifically, these dollars will partially fund the conversion of 24 proposed Clark County School District high school football fields within the Authority's service area from natural grass to artificial turf. This grant opportunity requires a match in the same amount or greater, if awarded.

If this proposal is accepted by Reclamation, a funding agreement will be brought before the Board for approval at a future meeting.

This action is authorized by NRS Chapter 277 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this resolution.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:CNP:AMB:KH:LW:js
Attachment

AGENDA
ITEM #

3

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

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

WHEREAS, the WaterSMART Grants: Water and Energy Efficiency Grants 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 Authority's Board of Directors (Board) agrees, authorizes, and verifies:

1. That the Authority's application requesting \$2,000,000 to support its proposed project, Clark County School District High School Football Field Turf Conversion Incentive Program, has been reviewed and approved by appropriate Authority staff, and that the Board supports its submission to Reclamation's WaterSMART Grants: Water and Energy Efficiency Grants and authorizes the Authority's General Manager or his Designee to execute necessary application documents.
2. That the application includes a funding plan that outlines the Authority's ability to provide a matching contribution of up to \$4,883,077, and that, if awarded, the Authority has the financial capability to provide the matching contribution, as specified in the funding plan.
3. That, if awarded, the Authority will work with Reclamation to meet established deadlines for entering into a funding agreement.

Introduced and passed this 17th day of September 2020.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

 for:

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject: Agreement
Petitioner: Colby N. Pellegrino, Deputy General Manager, Resources
Recommendations: That the Board of Directors approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$183,088.

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:

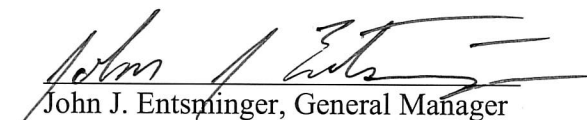
Since 2002, the Authority has participated in a cooperative program with the U.S. Geological Survey (USGS) to operate and maintain stream gages and perform water-quality analyses. If approved, this agreement provides for joint funding by the USGS and the Authority for the ongoing monitoring, operation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

In addition to the stream gaging stations, the agreement also funds the collection of continuous water-levels at one site and quarterly water-levels at an additional site.

The total cost to operate and maintain the stream gages is \$306,210 for the period from October 1, 2020, through September 30, 2021. If approved, the Authority will contribute \$183,088, and the USGS will fund the remaining \$123,122.

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:CNP:ZLM:AB:JP:lmv:nh
Attachments

AGENDA ITEM #

4

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

Customer #: 6000000359
Agreement #: 21ZJFA00104
Project #: ZJ00AA7
TIN #: 88-0278492

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Southern Nevada Water Authority party of the second part.

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

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

- (a) \$123,122 by the party of the first part during the period
October 1, 2020 to September 30, 2021
- (b) \$183,088 by the party of the second part during the period
October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Customer #: 6000000359
Agreement #: 21ZJJFA00104
Project #: ZJ00AA7
TIN #: 88-0278492

9. USGS will issue billings for this agreement utilizing Department of Interior Bill for Collection (form D-1040). Billing documents are to be rendered quarterly.

USGS Technical Point of Contact

Name: Megan Poff
Supervisory Hydrologist
Address: 160 N. Stephanie Street
Henderson, NV 89074
Telephone: (702) 564-4526
Fax: (702) 564-4600
Email: mpoff@usgs.gov

Customer Technical Point of Contact

Name: Gavin Kistinger
Address: P.O. Box 99956
Las Vegas, NV 89193
Telephone: (702) 290-6139
Fax:
Email: gavin.kistinger@snwa.com

USGS Billing Point of Contact

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

Customer Billing Point of Contact

Name: Lisa Von Heeder
Address: P.O. Box 99956
Las Vegas, NV 89193
Telephone: (702) 862-3752
Fax: (702) 862-3751
Email: lisa.vonheeder@snwa.com

U.S. Geological Survey
United States
Department of Interior

Southern Nevada Water Authority

JILL
FRANKFORTER
By ER
Name: Jill D. Frankforter
Title: Director

Signature
Digitally signed by
JILL FRANKFORTER
Date: 2020.07.21
16:39:54 -07'00'

Date: _____

Signatures
By _____ Date: _____
Name: John J. Entsminger
Title: General Manager

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Southern Nevada Water Authority
Approved as to form:

By: [Signature] Date: 8/13/2020



United States Department of the Interior

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

July 21, 2020

Zane L. Marshall
Director, Water Resources
Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, NV 89193-9956

Dear Mr. Marshall:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the surface-water (SW) and water-quality (QW) monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Southern Nevada Water Authority (AUTHORITY) for the upcoming time period of October 1, 2020 – September 30, 2021.

The total cost for real-time surface-water monitoring, groundwater, and water-quality data collection under this program for FY 2021 will be \$306,210. The AUTHORITY's portion of the funds to support the cooperative program is \$183,088. Pending availability of Cooperative Matching Funds, the USGS will provide \$123,122. The funding for the program elements is outlined in the table below and described in more detail on Enclosures 1, 2, and 3.

USGS Project No.	Program Element	Funding Structure		Total Funds
		AUTHORITY	USGS	
NV-00100	Lower Colorado SW (Enclosure 1)	\$174,950	\$86,450	\$261,400
NV-00200	Lower Colorado GW (Enclosure 2)	\$8,138	\$4,487	\$12,625
NV-00300	Lower Colorado QW (Enclosure 3)	\$0	\$32,185	\$32,185
GRAND TOTAL		\$183,088	\$123,122	\$306,210

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

Sincerely,

JILL
FRANKFORTER

Jill Frankforter, Director
USGS, Nevada Water Science Center

Digitally signed by JILL
FRANKFORTER
Date: 2020.07.21 16:33:08
-07'00'

Enclosures

cc: G. Kistinger, AUTHORITY, Las Vegas, NV

Enclosure 1

Summary of Cooperative Surface-Water Program for Fiscal Year 2021

Operation & Maintenance of Streamflow Sites

The work plan calls for site operation and maintenance of 14 surface-water gaging stations and supplemental tasks at an additional gaging station during the time period from October 1, 2020 through September 30, 2021. The operation & maintenance (O&M) tasks include:

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

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

Operation of Surface-Water Gaging Stations at:

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

Cost Structure for Surface-Water Program:

<i>Number</i>	<i>USGS Station No.</i>	<i>USGS Station Name</i>	<i>AUTHORITY Funds</i>	<i>USGS Funds</i>	<i>Total Funds</i>
1	09415900	Muddy Spring at L.D.S. Farm near Moapa	\$12,350	\$6,650	\$19,000
2	09415910	Pederson Spring near Moapa	\$12,350	\$6,650	\$19,000
3	09415910	Warm Springs West near Moapa	\$12,350	\$6,650	\$19,000
4	09415908	Pederson East Spring near Moapa	\$12,350	\$6,650	\$19,000
5	09415927	Warm Springs Confluence at Iverson Flume near Moapa	\$12,350	\$6,650	\$19,000
6	09415000	Virgin River at Littlefield, AZ	\$12,350	\$6,650	\$19,000
7	09419679	Las Vegas Wasteway near East Las Vegas, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$15,950	\$6,650	\$22,600
8	09419700	Las Vegas Wash at Pabco Road nr Henderson, NV (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$15,950	\$6,650	\$22,600
9	09419696	Duck Creek at Broadbent Blvd. at East Las Vegas	\$12,350	\$6,650	\$19,000
10	09419753	Las Vegas Wash at 3-Kids Wash	\$12,350	\$6,650	\$19,000
11	09419800	Las Vegas Wash below Lake Las Vegas nr Boulder City (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$15,950	\$6,650	\$22,600
12	09415060	Mesquite Canal nr Mesquite	\$12,350	\$6,650	\$19,000
13	09419000	Muddy River nr Glendale, NV ¹ (Supplemental tasks: monthly streamflow measurements and monthly computation and reporting of provisional streamflow record, and approval and finalization of streamflow records in July and January.)	\$ 3,600	\$0	\$3,600
14	09419625	Corn Creek Springs at National Fish & Wildlife Hdqrs, NV	\$12,350	\$6,650	\$19,000
Total			\$174,950	\$86,450	\$261,400

¹Nevada Division of Water Resources provides a portion of the funding.

Enclosure 2

Summary of Cooperative Groundwater Program for Fiscal Year 2021

Operation & Maintenance of Groundwater Sites

The work plan calls for site operation and maintenance of 2 groundwater stations during the time period from October 1, 2020 through September 30, 2021. The stations are as follows:

<u>Site Name</u>	<u>Type</u>
1. 364650114432001 219 S13 E65 28BDBA1 USGS CSV-2	Continuous Water-Level
2. 363503115385701 161 S16 E56 03CCAA1 CREECH	Quarterly Discrete

The operation & maintenance (O&M) tasks include:

1. Maintaining the water-level monitoring equipment at CSV-2.
2. Making scheduled water-level measurements. CSV-2 will be measured on a six-week basis or more frequently as needed, and Creech will be measured quarterly.
3. Reduction and analysis of PSI and water-level data at CSV-2.
4. Computation of water-level data and data publication costs.
5. Real-time (updated every hour) provisional data from CSV-2 will be available on NWISWeb at <https://waterdata.usgs.gov/nv/nwis/current/?type=gw>.
6. All data will be compiled, reviewed, quality-assured, finalized, and disseminated throughout the year and annually as water year summaries on NWISWeb.

Cost Structure for Groundwater Program:

<i>Number</i>	<i>USGS Station No.</i>	<i>USGS Station Name</i>	<i>AUTHORITY Funds</i>	<i>USGS Funds</i>	<i>Total Funds</i>
1	364650114432001	USGS CSV-2	\$7,310	\$3,935	\$11,245
2	363503115385701	CREECH (quarterly tapedowns only)	\$828	\$552	\$1,380
Total			\$8,138	\$4,487	\$12,625

Enclosure 3

Summary of Cooperative Water-Quality Program for Fiscal Year 2021

Program Elements

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

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

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

Water-Quality Sampling at Virgin River at Littlefield, AZ

Water-quality data (temperature, specific conductance, sediment-concentration, and chemical analyses) have been collected at the Virgin River at Littlefield from 1948 to 2019, at quarterly intervals or more frequently under several different USGS programs. Long-term records of water quality, particularly sediment and chemical constituents contributing to salt-loading problems, are important for this site to establish base-line loadings to Lake Mead over a full range of hydrologic conditions. USGS will allocate Federal Matching Funds to maintain a water-quality record at this important station for the following constituents and indicators:

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

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

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

Sample Parameters

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

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

Sample Parameters (cont.)

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

Sample Parameters (cont.)

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

Enclosure 4

JFA#: 21ZJJFA00104

USGS Nevada Water Science Center
2730 N. Deer Run Road
Carson City, NV 89701
DUNS: 178930541

Technical Contact
Megan Poff
Phone: 702-564-4526
Fax: 702-564-4600
mpoff@usgs.gov

Executive Contact
Jill Frankforter, Director
Phone: 775-887-7658
jdfrankf@usgs.gov

Billing Contact
Helen Houston, Budget Analyst
Phone: 775-887-7605
FAX: 775-887-7629
NVfinance@usgs.gov

Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, NV 89193-9956
TID: 88-0278492
DUNS: 135965650

Technical Contact
Gavin Kistingner
Phone: 702-290-6139
gavin.kistingner@snwa.com

Executive Contact
John J. Entsminger
Phone: 702-875-7080
Or
Zane L. Marshall
Phone: 702-862-3713

Billing Contact
Lisa Von Heeder
Phone: 702-862-3752
FAX: 702-862-3751
lisa.vonheeder@snwa.com

Any updates to contact information can be submitted to Helen Houston at NVFinance@usgs.gov.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject: Change Order
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the General Manager to sign Change Order No. 1 to the contract with AMRZ Construction LLC for drainage swale replacement, which extends the final completion date by 83 calendar days.

Fiscal Impact:

None by approval of the above recommendation.

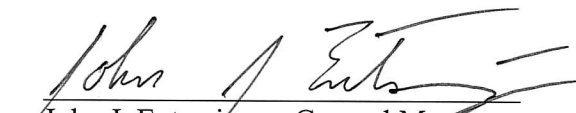
Background:

On April 6, 2020, Contract No. G1129, Drainage Swale Replacement (Contract), was awarded in accordance with Resolution 2006-02 to AMRZ Construction LLC for the amount of \$99,900 to demolish and replace the existing concrete trapezoidal swale with a new cross gutter, which would provide better drainage. To date, no change orders have been approved.

If approved, the attached Change Order No. 1 will provide for an 83-calendar day extension with no price increase under the Contract. This time extension is necessary to account for work delays outside the control of the Authority and the Contractor. Change Order No. 1 requires approval by the Board of Directors as the requested time extension exceeds the authority of the General Manager under Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 and Sections 5(g), 6(e) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the change order.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DJR:PJJ:SBH:LT:evw
Attachments

AGENDA
ITEM #

5

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: 4						
Corporate/Business Entity Name: AMRZ Construction LLC						
(Include d.b.a., if applicable)						
Street Address: 6170 Madre Mesa Dr.			Website: amrzconstruction.com			
City, State and Zip Code: Las Vegas NV 89108			POC Name: Anthony Rocchio			
Telephone No: 702-275-0091			Email: anthonyr@amrzconstruction.com			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Anthony M. Rocchio	Managing Member	100%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an 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.

<div style="text-align: center;"> Signature </div>	<div style="text-align: center;"> Anthony M. Rocchio Print Name </div>
<div style="text-align: center;"> Managing Member Title </div>	<div style="text-align: center;"> 8-12-2020 Date </div>

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:

SHANNON ONO
Signature

SHANNON ONO
Print Name
Authorized Department Representative

**LAS VEGAS VALLEY WATER DISTRICT
CONTRACT NO. G1129
DRAINAGE SWALE REPLACEMENT
CHANGE ORDER NO. 1**

**CONTRACTOR: AMRZ Construction LLC
6170 Madre Mesa Drive
Las Vegas, Nevada 89108**

<u>ITEM NO.</u>	<u>DESCRIPTION OF CHANGE</u>	<u>ADD/DEDUCT</u>	<u>AMOUNT</u>
CO1.1	Due to an act beyond the contractor's reasonable control, AMRZ is unable to begin construction until September 21, 2020.	ADD	83 DAYS
Schedule	The final completion date is extended 83-calendar days by this change order to November 5, 2020	83-DAYS	83-DAYS
TOTAL CHANGE IN CONTRACT PRICE		NO CHANGE	NO CHANGE

All necessary adjustments to all other portions of the original Contract Documents, including but not limited to, all applicable specification and drawing notes and details, as required by these changes, are hereby made.

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional costs arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. G1129 remain unchanged.

ACCEPTANCE BY CONTRACTOR:

BY: Anthony M. Rocchio

DATE: 8-13-2020

PRINT: Anthony M. Rocchio

AUTHORIZED BY OWNER:

BY: _____
John J. Entsminger, General Manager

DATE: _____

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject:

Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an agreement between Spring Valley Associates, LLC and the Authority for professional staffing services for the Authority's Northern Resources properties, for an amount not to exceed \$1,400,000 annually for a three-year term, with an option to renew for another three-year term.

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.

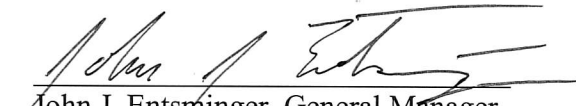
Background:

On December 10, 2014, the Board of Directors approved an agreement with Spring Valley Associates, LLC (SVA), for the operation and maintenance of the Authority's Northern Resources properties and grazing allotments located in White Pine and Lincoln counties for an annual not-to-exceed amount of \$975,000. On March 17, 2016, the Board approved Amendment No. 1 to increase the annual not-to-exceed amount from \$975,000 to \$1,200,000. The current agreement will expire on December 31, 2020.

If approved, the attached agreement will increase the annual not-to-exceed amount from \$1,200,000 to \$1,400,000. This increase is necessary to facilitate growth in ranch operations, including increases in livestock populations and harvestable acreage, and increases in labor costs related to Department of Labor regulation changes.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:CNP:ZLM:SCA:BP:nh
Attachment

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 checked="" 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: Spring Valley Associates, LLC						
(Include d.b.a., if applicable)						
Street Address: 100 Big Wash Road			Website: N/A			
City, State and Zip Code: Garrison UT 84728			POC Name:			
Telephone No: 775-296-3634			Email: kwright_sva@yahoo.com			
Nevada Local Street Address: P.O. Box 150083			Fax No: 435-855-2122			
(If different from above)			Website: N/A			
City, State and Zip Code: Ely, NV 89315			Local Fax No: 435-855-2122			
Local Telephone No: 775-296-3634			Local POC Name:			
			Email: kwright_sva@yahoo.com			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Kerri Wright	Manager	51%
David B. Wright	member	49%

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>Kerri Wright</u> Signature	<u>Kerri Wright</u> Print Name
<u>Manager</u> Title	<u>8-19-2020</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.

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

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

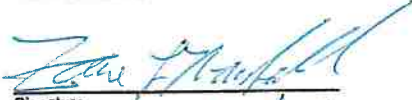

☒ No Disclosure

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

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

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

Notes/Comments:


Signature

Print Name
Authorized Department Representative

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between SPRING VALLEY ASSOCIATES, LLC, a Utah limited liability company, hereinafter called "SVA," and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." SVA 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, the AUTHORITY owns and operates several ranches comprised of approximately 24,000 acres in White Pine County and Lincoln County, Nevada. The ranches are currently operated to produce alfalfa, hay, and forage for cattle and sheep. Additionally, the AUTHORITY holds grazing permits that allow it to graze cattle and sheep on approximately 933,000 acres of federal land; and,

WHEREAS, the AUTHORITY staffs its ranch operations using a mix of AUTHORITY employees and non-AUTHORITY staff. The nature of ranching operations requires the availability of workers on a temporary or seasonal basis, as well as full-time specialists in agricultural operations who are employed by a staffing company; and,

WHEREAS, AUTHORITY desires to obtain professional staffing services for its ranch operations as more specifically described herein; and,

WHEREAS, SVA has been providing ranch staffing services since 2007 and is properly qualified and desires to provide the professional services required by AUTHORITY; and,

WHEREAS, AUTHORITY, in reliance on SVA's representations and proposals, agrees to retain SVA, and SVA 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. SVA shall provide staffing services to the AUTHORITY, as further described in this Agreement, hereinafter referred to as "Services" or "Work," and as described and within the time indicated below. 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 and subject to AUTHORITY's directions respecting priorities. SVA will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All Services shall be performed by SVA or an approved subcontractor.
- 1.3. In performing Services under this Agreement, SVA shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. SVA 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. SVA 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 for three years, with the option to renew for one, 3-year period, unless terminated in accordance with the terms of this Agreement. During this period, SVA agrees to provide Services as required by AUTHORITY within the scope of this

Agreement. Notice of AUTHORITY's decision to renew the Agreement shall be given to SVA no later than 30 days prior to expiration of the Agreement's initial three-year term.

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay SVA for Work completed to AUTHORITY's satisfaction.
- 3.2. SVA 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 SVA shall be included.
- 3.3. SVA shall be compensated for Work performed pursuant to this Agreement on a cost-plus-fixed-fee basis. The total yearly costs reimbursed under this Agreement shall not exceed the amount set forth in Paragraph 4, inclusive of the fixed management fee paid to SVA pursuant to Paragraph 3.4. Costs to be reimbursed pursuant to this Agreement shall be only the following:
 - 3.3.1. Labor costs for SVA full-time employee;
 - 3.3.2. Labor costs for SVA part-time, temporary and/or seasonal employees;
 - 3.3.3. Labor costs for H-2A temporary agricultural workers;
 - 3.3.4. Necessary insurance, including coverage or other costs associated with compliance with the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et. seq.;
 - 3.3.5. Travel and associated daily subsistence expenses for SVA employees and H-2A temporary agricultural workers, as required by federal regulations;
 - 3.3.6. Meals and communications expenses for H2-A temporary agricultural workers, as required by federal regulations;
 - 3.3.7. Utilities for SVA employees and H-2A temporary agricultural workers housed in AUTHORITY-owned facilities;
 - 3.3.8. General and administrative expenses. (Collectively referred to as "Cost" or "Costs.")
- 3.4. The fixed management fee paid to SVA shall not exceed forty-six thousand seven hundred sixty dollars (\$46,760) annually. The fixed management fee compensates SVA for the professional services provided pursuant to this Agreement, such as payroll processing; recruitment of SVA employees and temporary workers; H-2A program compliance; coordinating travel arrangements for H-2A temporary agricultural workers; budgeting and reporting as requested by the AUTHORITY; and administrative functions related to insurance and licensing processing for SVA employees and temporary workers.
- 3.5. Payment shall be made by the AUTHORITY based on the monthly submission of bills by SVA which will include a detailed description of the Cost and be supported with accompanying invoices, bills, wage statements, etc., or other documentation as required by the AUTHORITY's Ranch & Resource Manager, signed by SVA and warranted as true and correct. Payment by the AUTHORITY will include an amount equal to the described Cost for reimbursable expenses plus the prorated monthly portion of the fixed management fee.

4. LIMITATION ON COSTS:

The total cost of Services provided and Costs reimbursed under this Agreement shall not exceed \$1,400,000.00 per year.

5. RESPONSIBILITIES OF SVA:

- 5.1. SVA 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 SVA's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of SVA be unable to complete his or her responsibility for any reason, SVA must obtain written approval by AUTHORITY prior to

replacing him or her with another equally qualified person. If SVA fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.

- 5.2. SVA 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. SVA shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by SVA, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, SVA shall follow practices consistent with generally accepted professional and technical standards.
 - 5.4. It shall be the duty of SVA to assure that all Services are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. SVA shall, without additional compensation, correct or revise any errors or omissions in its Services.
 - 5.4.1. Permitted or required approval by AUTHORITY of any products or services furnished by SVA shall not in any way relieve SVA 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 SVA'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, and SVA shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to AUTHORITY caused by SVA's performance or failures to perform under this Agreement.
 - 5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by SVA for AUTHORITY relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by SVA to parties other than AUTHORITY shall become the property of AUTHORITY and shall be delivered to AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. SVA 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. 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 SVA in the performance of the Services and will be available for consultation with SVA at such reasonable times with advance notice as to not conflict with other responsibilities.
 - 6.2. The Services performed by SVA under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's representative, Bernard Petersen, Resources & Facilities, telephone number (775) 591-0480 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 SVA 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. SVA 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 SVA.
7. TRUTH-IN-NEGOTIATION CERTIFICATION:
- Signing of this Agreement by SVA shall constitute a truth-in-negotiation certification by SVA that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which AUTHORITY determines the Agreement price was increased due to

inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of the term of this Agreement.

8. INDEPENDENT CONTRACTOR:

The relationship of SVA to the AUTHORITY hereunder shall be that of an independent contractor as defined by NRS 616A.255 or Nevada state law, and nothing herein should be construed to imply an employer and employee relationship. SVA shall have complete control over its employees and the method of performing its Work under this Agreement. No permitted or required approval by the AUTHORITY of personnel, costs, documents or Services of SVA shall be construed as making the AUTHORITY responsible for the manner in which SVA performs its Services or for any acts, errors or omissions of SVA. Such approvals are intended only to give the AUTHORITY the right to satisfy itself with the quality of Work performed by SVA.

9. JOINT VENTURE:

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

10. EMPLOYEES:

SVA will have in its employ at all times a sufficient number of capable employees, as SVA employees and not AUTHORITY employees, to enable it to properly, adequately, safely, and economically perform Work as assigned. All matters pertaining to the SVA employees' hiring, supervision, compensation, promotion, and discharge are SVA's responsibility. SVA will coordinate with the AUTHORITY's Ranch & Resources Manager, Ranch Assistant Manager, Agriculture Foreman, or other AUTHORITY managers, as appropriate, to provide guidance on day- to-day tasks for SVA employees. SVA will fully comply with all applicable state and federal laws, ordinances, and regulations, including but not limited to, workers' compensation, employee safety, immigration, social security, federal tax withholding, unemployment insurance, hours of labor, wages, working conditions, and other employee/employer related subjects.

11. HOUSING:

When available, the AUTHORITY will provide housing located on AUTHORITY-owned properties for certain SVA employees at no cost to SVA or the SVA employees. The AUTHORITY will also provide housing for H-2A temporary agricultural workers at no cost to the workers or SVA. For those SVA employees that live in AUTHORITY-owned housing, then either: (1) SVA will be responsible for providing, or causing to be provided, insurance for the SVA employees' personal belongings, or (2) those SVA employees that live in AUTHORITY-owned housing will be personally responsible for providing their own insurance to cover their personal belongings. In the event that neither SVA nor its employees can obtain or refuse to obtain such insurance, SVA will require those employees to issue a signed release to the AUTHORITY waiving any and all claims against the AUTHORITY related to their personal belongings. The AUTHORITY will not reimburse SVA employees for housing costs.

12. INVITEES:

SVA will not allow any for-profit activities to be conducted on AUTHORITY properties that would involve invitees, including but not limited to, seminars, campouts, recreation activities, or operation of the AUTHORITY properties as a bed-and-breakfast.

13. WORKER SAFETY AND HEALTH PROGRAM:

13.1. Necessary vehicles, equipment, and tools will be provided by the AUTHORITY, will be maintained by the AUTHORITY, and shall remain property of the AUTHORITY while in use by SVA. SVA will be responsible for providing safety and operation training for the vehicles, equipment, and tools provided by the AUTHORITY.

13.2. SVA shall implement a Worker Safety and Health Program that conforms to all federal, state, and local safety and health requirements and will appoint a dedicated safety representative to administer the program. SVA shall conduct New Employee Orientation that meets Nevada's Workplace Safety Rights and Responsibilities requirements and maintain the appropriate documentation. SVA shall maintain employee training records and make them available to the AUTHORITY upon request.

13.3. SVA will ensure vehicles, equipment and tools are in a safe working condition by conducting pre-use and serviceability inspections and will notify the AUTHORITY's Ranch & Resource Manager of any issues identified. Unserviceable vehicles, equipment and tools will not be used until repaired or replaced. SVA

will only allow workers to operate or use vehicles, equipment, and tools for which they have received proper training. SVA will immediately notify the AUTHORITY's Ranch & Resource Manager of identified hazards associated with facilities, equipment, tools, or ongoing activities.

- 13.4. SVA will not make modifications to AUTHORITY-owned vehicles, equipment, or tools and will not use these items to perform tasks for which they were not designed.
- 13.5. SVA shall promptly notify the AUTHORITY's Ranch & Resource Manager of injuries and illnesses related to its employees.
- 13.6. SVA shall provide to the AUTHORITY copies of injury and illness logs on an ongoing basis, as such incidents occur. SVA shall submit to the AUTHORITY the OSHA 300 Summary on an annual basis

14. 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.

15. CONFLICT OF INTEREST:

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

16. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

SVA 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 SVA 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.

17. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

- 17.1. 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.
- 17.2. SVA 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. SVA further covenants that in the performance of said Services, no person having any such interest shall be employed.
- 17.3. 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.

18. INDEMNIFICATION:

SVA shall indemnify, hold harmless, and defend without cost to AUTHORITY, its Board of Directors and its officers, agents, and employees ("AUTHORITY Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to SVA's provision of Services or Work under this Agreement. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of SVA, its agents, or subcontractors, or of third parties; harassment or discrimination or any theory of joint or dual employment by SVA's employees, agents, or subcontractors, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of AUTHORITY Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. AUTHORITY Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which SVA has indemnified AUTHORITY Parties by giving written notice of the assumption to SVA. AUTHORITY Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which SVA has indemnified AUTHORITY Parties

without the prior written consent of SVA, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by SVA to AUTHORITY Parties applies to all insurance policies of SVA, whether primary, excess or umbrella coverage is provided to SVA.

19. INSURANCE:

19.1. General:

- 19.1.1. SVA shall not commence any Work under this Agreement until SVA obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve SVA of its obligations under this Agreement. The types of insurance to be obtained by SVA are Workers' Compensation, Employers' Liability, Automobile Liability, and Commercial General Liability as outlined in the following portions of this section.
- 19.1.2. The Workers' Compensation, Employers' Liability, and Automobile Liability insurance shall be maintained in force for the full term of the Agreement.
- 19.1.3. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution that the AUTHORITY may have in law, in equity, or otherwise and shall survive the termination of this Agreement.
- 19.1.4. Nothing contained in these insurance requirements is to be construed as limiting the extent of SVA's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of SVA's operations under this Agreement.
- 19.1.5. At the time of executing this Agreement and before commencement of the Work, SVA shall have delivered to the AUTHORITY certificates of insurance and endorsements that attest to the fact that SVA has obtained the insurance as specified in this Agreement.

19.2. Other Insurance:

- 19.2.1. All insurance provided by SVA shall be considered primary with respect to the AUTHORITY's insurance, and any similar insurance maintained by the AUTHORITY shall be considered excess and non-contributory.
- 19.2.2. SVA's Workers' Compensation insurance shall be written with a property and casualty insurance company admitted to do business in the State of Nevada and rated A- or better and Class V or higher of financial size category in the current issue of Best's Key Rating Guide.
- 19.2.3. SVA's Automobile Liability and Commercial General Liability insurance shall be written with property and casualty insurance companies admitted to do business in the State of Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.
- 19.2.4. In the event any of SVA's insurance companies are not admitted to write business in the State of Nevada, then SVA will furnish evidence of insurance with insurance companies that are rated A- or better and Class IX or higher of financial size category in the current issue of Best's Key Rating Guide for each coverage written with a non-admitted carrier.
- 19.2.5. The Certificate of Insurance and related endorsements must be satisfactory to the AUTHORITY as to form and content and must comply with all insurance requirements as set forth herein, or the certificate and endorsements may be rejected and thereby, at the option of the AUTHORITY, render this Agreement cancelable.
- 19.2.6. All endorsements are to be dated, reflect the name of the insurance company, the type of insurance, and the policy number; be executed by a duly authorized representative of the insurance company; and be attached to the certificate.
- 19.2.7. The full legal operating names of SVA and insurance carrier shall be properly shown where applicable.
- 19.2.8. The cancellation section of the certificate is to be amended to provide thirty (30) days written notice of cancellation and initialed by the Agent.
- 19.2.9. By endorsement (I.S.O. Forms CG 20 10 07 04 and CA 20 48 02 99, or equivalent), the AUTHORITY shall be included as an additional insured under the Commercial General Liability and Automobile Liability insurance policies as to bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property or persons which may arise out of or in connection

with activities under the Agreement. SVA's insurance shall be primary with respect to the additional insureds; any insurance coverage maintained by the AUTHORITY shall be in excess of SVA's insurance and non-contributing.

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

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

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

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

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

19.3. INSURANCE COVERAGES:

19.3.1. Workers' Compensation and Employers' Liability Insurance:

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

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

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

SVA shall procure and maintain Employers' Liability Insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. SVA shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

19.3.2. Commercial General Liability Insurance:

SVA shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but not be limited to, commercial general liability, protective liability, blanket contractual liability, and broad-form property damage with limits of \$1,000,000 per occurrence, and \$1,000,000 annual aggregate. The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons that may arise out of or in connection with the activities under this Agreement.

19.3.3. Automobile Liability Insurance:

SVA shall procure and maintain, at its own expense, automobile liability insurance with a limit of \$1,000,000, written on a combined-single-limit basis for bodily injury and property damage

including all owned, leased, hired, or non-owned motorized vehicles and apparatus and shall indicate these coverages on the certificate.

- 19.4. It is SVA's sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, SVA shall not be relieved of its duty to perform, indemnify, defend, and hold harmless the AUTHORITY and all others concerned herein, nor shall the AUTHORITY and all concerned herein be liable to SVA or any others in the event SVA's insurance, as accepted by the AUTHORITY, fails to meet the full requirements herein.

20. TERMINATION:

AUTHORITY'S General Manager, his/her designee may terminate this Agreement on 30 days prior written notice. SVA, through its Manager, may also terminate this Agreement on 30 days prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY shall pay SVA for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to AUTHORITY.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, SVA may furnish AUTHORITY with information that SVA has independently determined to be confidential under Nevada law and that SVA will label "Confidential Information". "Confidential Information" means confidential and proprietary information of SVA that is disclosed to AUTHORITY 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 by SVA to AUTHORITY within 30 calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of AUTHORITY; (2) AUTHORITY can demonstrate to have had rightfully in its possession prior to disclosure by SVA; (3) is independently developed by AUTHORITY without the use of any Confidential Information; or (4) AUTHORITY rightfully obtains from a third party who has the right to transfer or disclose it.

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

Further, SVA shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by AUTHORITY prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

22. USE OF MATERIALS:

- 22.1. AUTHORITY shall make available to SVA such materials from its files as may be required by SVA in connection with its performance of Services under this Agreement. Such materials shall remain the property of the AUTHORITY while in SVA's possession.
- 22.2. Upon termination of this Agreement, SVA shall turn over to AUTHORITY any property of AUTHORITY in its possession and any calculations, notes, reports, or other materials prepared by SVA in the course of performing this Agreement. Any proprietary software or other tools of SVA used to execute the Work shall remain the property of SVA.

23. DATA PRIVACY AND SECURITY:

- 23.1. Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- 23.2. SVA shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by AUTHORITY.
- 23.3. SVA shall ensure that AUTHORITY data is stored only in data center(s) that are subject to United States federal jurisdiction.
- 23.4. SVA shall maintain a written information security program including appropriate policies and procedures.
- 23.5. SVA shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- 23.6. SVA agrees to notify the AUTHORITY without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to SVA by the AUTHORITY was or is reasonably believed to have been acquired by an unauthorized person.

24. RECORDS:

SVA 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.

25. ASSIGNMENT:

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

26. 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.

27. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- 27.1. SVA shall not employ discriminatory practices in the provision of Services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.
- 27.2. No person in the United States shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

- 27.3. SVA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. SVA shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. This non-discrimination provision shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SVA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- 27.4. SVA will, in all solicitations or advertisements for employees placed by or on behalf of SVA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.
- 27.5. SVA will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representatives of SVA's commitment under this provision and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 27.6. SVA and any subcontractor working under the authority of SVA, 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.
- 27.7. SVA 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 SVA in breach of the Agreement, terminate the Agreement, and designate SVA as non-responsible.

28. EQUAL EMPLOYMENT OPPORTUNITY:

- 28.1. SVA and any subcontractor working under the authority of SVA, 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, SVA 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.
- 28.2. SVA 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. SVA is solely liable for failure to comply with this provision.

29. APPLICABLE LAW:

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

30. VENUE:

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

31. ATTORNEY'S FEES:

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

32. 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 SVA. This Agreement does not create any third-party beneficiary rights or causes of action.

33. 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.

34. CAPTIONS:

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

35. 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.

36. 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.

37. 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 SVA 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 SVA:

SPRING VALLEY ASSOCIATES
Attention: Kerri Wright
PO Box 150083
Ely, NV 89315
kwright_sva@yahoo.com

To AUTHORITY:

Southern Nevada Water Authority
Attention: Bernard Petersen
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
bernard.petersen@snwa.com
FAX: 775-591-0480

With copy to:
(excluding invoices)

Southern Nevada Water Authority
Attn: General Counsel
1001 South Valley View Boulevard, MS 480
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

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

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

38. 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.

39. AUDITS:

The performance of this Agreement by SVA is subject to review by AUTHORITY to insure contract compliance at the discretion of AUTHORITY. SVA 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 SVA. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 39 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 18 (Indemnification), 21 (Confidentiality and Release of Information), 23 (Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

41. COMPANIES THAT BOYCOTT ISRAEL:

SVA 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.

42. 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.

SPRING VALLEY ASSOCIATES

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject: Resolution
Petitioner: Gregory J. Walch, General Counsel
Recommendations: That the Board of Directors adopt a resolution that delegates additional administrative authority to the General Manager and his designees, and ratifies previous actions taken in accordance therewith.

Fiscal Impact:

None by approval of the above recommendation.

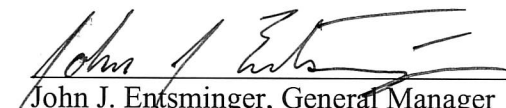
Background:

Pursuant to Section 21 of the SNWA 1995 Amended Cooperative Agreement, the Board has previously delegated administrative responsibilities to the General Manager and the General Manager's Designee(s) for the efficient administration of Authority operations. Staff has assessed the previously delegated authority and has determined that additional administrative delegations are necessary to meet identified staff needs for increased operational efficiency. The Board is therefore being asked to approve the attached resolution that authorizes the General Manager and his or her Designee(s) to, subject to limitations stated in the resolution:

- Enter into contracts without anticipated Authority expenditures – for example, licenses to access property and non-disclosure and joint defense/common interest agreements where Authority expenditures would occur only in the event of a breach by the Authority;
- Enter into contracts wherein the Authority is the party providing goods or services – for example, where the SNWA agrees to perform lab work or participate in pilot projects or research with other water organizations or third parties;
- Apply for and accept grant funding and other donations;
- Acquire easements by purchase for the installation, operation and maintenance of Authority facilities; and
- Settle claims against the Authority within insurance company deductibles or under the Self-Insurance Program up to the statutory cap established in NRS Chapter 41, as it may be amended from time to time.

This action is authorized pursuant to Section 21 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:GJW:TDF:sm
Attachment

AGENDA
ITEM #

7

RESOLUTION

A RESOLUTION DELEGATING ADDITIONAL ADMINISTRATIVE AUTHORITY TO THE GENERAL MANAGER

WHEREAS, the Southern Nevada Water Authority (“Authority” or “SNWA”) is a political subdivision of the State of Nevada established through an NRS Chapter 277 cooperative agreement among several governmental entities;

WHEREAS, the Authority has the powers conferred upon it by those entities, as set forth in the SNWA 1995 Amended Cooperative Agreement (“Cooperative Agreement”) and other agreements governing the Authority, as well as the powers conferred on it through the Legislature’s enactment of applicable general laws;

WHEREAS, Section 13 of the Cooperative Agreement specifies that the Board of Directors (“Board”) is to conduct the Authority’s business and affairs, and Section 21 of the Cooperative Agreement requires the Board to appoint a General Manager as “the chief administrative officer of the Authority;”

WHEREAS, the General Manager is responsible for “the proper and efficient administration of the Authority” and may perform the actions specified in Section 21 of the Cooperative Agreement and “other actions as authorized from time to time by the Board;”

WHEREAS, the Board has previously delegated responsibilities to the General Manager and the General Manager’s Designee(s) for the efficient administration of the Authority’s operations, and the Board desires to delegate additional administrative authority to the General Manager and the General Manager’s Designee(s) to meet routine staff needs;

NOW, THEREFORE, BE IT RESOLVED that:

1. This resolution shall be known and may be cited by the short title “2020 SNWA Delegation Resolution.”
2. The Board hereby delegates to the General Manager and his or her Designee(s) the authority to enter into contracts necessary to protect the SNWA’s legal interests wherein no money is being exchanged between the parties for goods and services, but where certain terms could have a fiscal impact on the SNWA in the form of indemnity costs or damages for breach or cancellation up to applicable amounts set by state law or, if inapplicable, \$500,000 – for example, licenses to access property and non-disclosure or joint defense/common interest agreements.
3. The Board hereby delegates to the General Manager and his or her Designee(s) the authority to enter into contracts wherein the SNWA is the party providing goods or services within its expertise and in furtherance of its purposes as a water agency up to \$500,000 – for example, where the SNWA agrees to perform lab work or participate in pilot projects or research with other water organizations or third-parties.
4. The Board hereby delegates to the General Manager and his or her Designee(s) the authority to apply and execute application documents for grant funding beneficial to SNWA operations and to enter into grant funding agreements up to \$300,000, including without limitation those requiring matching or lesser funding or in-kind contributions. The Board further delegates to the General Manager and his

or her Designee the authority to accept grant funds and donations to the SNWA up to the same amount and execute all necessary documentation.

5. The Board hereby delegates to the General Manager and his or her Designee(s) the authority to acquire easements by purchase for the installation, operation and maintenance of SNWA facilities in amounts up to \$15,000 and to enter into and execute agreements and other documentation necessary to effectuate the transaction.
6. The Board hereby delegates to the General Manager and his or her Designee(s) the authority to settle insurance claims within insurance company deductibles and to settle claims under the self-insurance program up to the statutory cap established in NRS Chapter 41, as it may be amended from time to time.

BE IT FURTHER RESOLVED that the Board of Directors of the Southern Nevada Water Authority hereby ratifies previous actions of the General Manager and the General Manager's Designees taken in accordance with this Resolution, and hereby authorizes annual adjustments to the fiscal caps stated in Paragraphs 3 – 5 herein on January 1 of each year in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-IU), Pacific Cities, West Size Class A.

This Resolution shall not limit any prior delegations of authority previously given by the Board to the Authority's General Manager, nor shall it impair the Board's ability to amend or revoke any delegations of authority. Examples provided herein are explanatory only and shall not limit the scope of this Resolution.

INTRODUCED, APPROVED and PASSED this _____ day of _____, 2020.

Attest:

Southern Nevada Water Authority:

John J. Entsminger, General Manager

Marilyn Kirkpatrick, Chair

Approved as to Form:

 for:

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject:

Interlocal Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve an agreement between the City of North Las Vegas and the Authority, to convert up to approximately 118,738 square feet of turfgrass with an estimated rebate of up to \$193,107, with an option to convert up to 323,333 square feet of turfgrass through the Water Smart Landscapes Program for an amount not to exceed \$500,000.

Fiscal Impact:

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

Background:

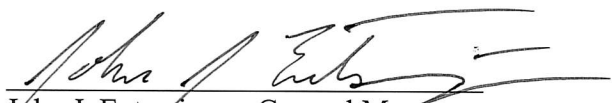
The City of North Las Vegas (CNLV) has been a consistent participant in the Water Smart Landscapes Program (WSL Program). Since 2019, the Aliante Golf Course (Aliante) has converted more than 128,919 square feet of turfgrass to Water Smart landscaping, reducing estimated water demand by more than seven million gallons annually.

Aliante is owned and operated by the CNLV. The proposed conversion of up to 118,738 square feet of turfgrass is estimated to save more than six million gallons of water annually. The estimated rebate is approximately \$193,107, subject to verification measurements upon completion.

Under the standard terms of the WSL Program, this agreement would allow the CNLV to exercise discretion in the scope and scale of its conversion and undertake additional conversions at the same location within the same Authority fiscal year, up to a combined 323,333 square feet of converted turf and a maximum total rebate amount of up to \$500,000.

This agreement is authorized pursuant to NRS 277.180 and Section 6(h) 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:CNP:ZLM:DB:PW:cec.nh
Attachment

AGENDA
ITEM #

8

**LANDSCAPE CONVERSION AGREEMENT
BETWEEN THE
CITY OF NORTH LAS VEGAS
AND THE
SOUTHERN NEVADA WATER AUTHORITY
FOR TURF REMOVAL AT ALIANTE GOLF COURSE**

This Landscape Conversion Agreement ("Agreement") is made and entered into this _____ day of _____, 2020 ("Effective Date"), by and between the City of North Las Vegas, a political subdivision of the State of Nevada ("City") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). The City and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority has implemented the Water Smart Landscapes Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs through conversion of irrigated turf grass to drought-tolerant landscape;

WHEREAS, the Program accomplishes its goal by making incentive payments to participants who convert turf grass and/or water surfaces to drought-tolerant landscaping that satisfies Program requirements;

WHEREAS, the City owns Assessor's Parcel Number(s) 124-17-312-003, 124-17-710-006, 124-18-815-001, and 124-17-316-001, which encompass approximately 37.93 acres of real property located near 3100 Elkhorn Road, NV 89084, more commonly known as the Aliante Golf Course ("Golf Course"), which is landscaped with a considerable amount of turf grass;

WHEREAS, last fiscal year, the Parties executed an interlocal agreement through which the City completed a Program conversion at the Golf Course of 128,919 square feet of turf grass for a rebate of \$208,378.50;

WHEREAS, the City presently desires to convert an additional amount of turf grass in the amount of approximately 118,738 square feet within the Golf Course, as more particularly depicted on the map attached as Exhibit "A" (the "Project"), to drought-tolerant landscaping in accordance with the Program;

WHEREAS, the Parties previously executed an interlocal agreement regarding the additional turf grass conversion in April of 2020; however, the conversion did not take place in time for reimbursement to be made to the City in fiscal year 2019-2020, and as a result, the April 2020 interlocal agreement is terminated and replaced by this Agreement;

WHEREAS, consistent with Program requirements, the City has proposed additional reductions to the Golf Course's water demand by replacing turf within the Project's boundaries with the water efficient landscaping described in Exhibit "B".

WHEREAS, the City has submitted a Program application for the proposed Project and the Authority has conducted a pre-conversion site review, which found the proposed Project to be compliant with the Program's pre-conversion requirements;

WHEREAS, the City has completed the landscaping conversion Project, and the Authority conducted a Final Inspection (as defined in Section 5 below), determined that the City has complied with Program requirements, and measured the qualifying square-footage of converted landscaping from which the Authority calculated the rebate the City shall receive as an incentive for participating in the Program and completing the Project ("Rebate");

WHEREAS, as a further assurance that the Project will achieve the Program's desired long-term water savings, and prior to the Authority paying the Rebate to the City, the Parties will execute a conservation easement as to the Project Area ("Conservation Easement"), attached hereto as Exhibit "C" and incorporated as part of this Agreement, without need of further approval from the Parties' governing bodies; and

WHEREAS, based on the Authority's Final Inspection measurements and calculations, the Rebate to the City is \$193,107; the Agreement, however, seeks authorization for up to the Program maximum of \$500,000 (or 323,333 square feet) per Authority fiscal year to account for any variances in the Project's measurements, as completed, and provide a more efficient means for the City to undertake additional projects at the Golf Course without further governing board approval, provided such projects comply with all other Program requirements, including the submission of subsequent applications, and are completed within the same Authority fiscal year (July 1 through June 30).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The Agreement, with its Exhibits, sets forth the conditions and establishes the responsibilities of the Parties, whereby the City will receive a Program Rebate from the Authority for satisfactorily completing the Project. The interlocal agreement between the Parties, which was executed by the Authority in April of 2020, is hereby terminated and replaced by this Agreement.

2. **Pre-Conversion Eligibility.** The Authority conducted a pre-conversion site review and found the Project to be compliant with all pre-conversion Program requirements.

3. **Requirements for the Converted Area.** To qualify for the Rebate, the Project, as completed, must comply with the following conditions:

a. **50% Living Plant Cover.** At completion, unless otherwise approved in writing, the Project must have enough plants to create at least fifty (50) percent living plant cover at maturity. The Authority shall provide a list of approved plant cover the City may use. Remaining turf areas are not considered as plant cover.

b. **Efficient Irrigation.** If a watering system is utilized, it must be a drip irrigation system equipped with a filter, pressure regulator and emitters. The system must be free of leaks and malfunctions. Each drip emitter must be rated at twenty (20) gallons per hour (gph) or less. If part of a lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area.

c. **Surface Treatments.** A layer of mulch permeable to air and water must cover converted areas. Common mulches include rock, bark, un-grouted stepping-stones and artificial turf manufactured to be permeable. Living groundcovers qualify when planting density assures one hundred percent (100%) living plant cover. If a weed barrier is used, it must be manufactured to be permeable to air and water. Concrete or other impermeable treatments do not qualify.

4. **Project.** The Project was a conversion of approximately 118,738 square feet of turf grass within the Golf Course to drought-tolerant landscaping in accordance with the Project description provided in Exhibit "B." The Rebate for the Project is calculated at \$3.00 per square foot for the first ten thousand (10,000) square feet of qualifying converted area and \$1.50 per square foot thereafter up to \$500,000. The Project may be supplemented with additional landscape conversion projects within the Golf Course ("Additional Projects") through separate applications and addendums to this Agreement ("Addendums").

a. **Additional Project Measurements and Rebates.** The square footage and Rebate calculations for Additional Projects completed within the same Authority fiscal year shall be treated as a continuation of the present

Project. The final square footage determination of any such Additional Project shall thus be added to the present Project's final square footage determination so that the Project and any Additional Projects completed at the Golf Course shall, collectively, comply with the Program's fiscal year participant maximum conversion amount of 323,000 square feet and \$500,000.

b. **Additional Conservation Easements.** In lieu of requiring the City to execute an additional easement for each Additional Project, Addendums may be used, provided such addendums include substantially similar terms to those found in the Conservation Easement provided in Exhibit "C" and as prescribed in Section 7 of this Agreement. Addendums may be authorized and executed by the Authority's General Manager, or designee, and the City's City Manager, or designee, without additional approval by the Party's governing body.

5. **Final Inspection.** The Authority completed its final inspection of the 118,738 square feet after the Project was completed in June. For Additional Projects carried out under this Agreement, the Authority will conduct an inspection to verify compliance with this Agreement within ten (10) days after the City notifies the Authority of the Additional Projects' completion ("Final Inspection"). Size of the plants required pursuant to Section 3(a) will not be considered at Final Inspection. If the Additional Projects fail inspection, the City will have thirty (30) calendar days to take corrective action to fully comply with the Program's conditions. The Authority will provide the City with notice of the time, and subsequently the results, of the Final Inspection. Through the Final Inspection, the Authority will also complete final measurements of the Additional Projects' qualifying converted area to determine the square footage that will be used to calculate the Rebate.

6. **Rebate.** Subject to any adjustments to the Project's qualifying square footage made pursuant to the Final Inspection and to the limitations on Additional Projects set forth in Section 4, the Authority shall pay the City a Rebate calculated at \$3.00 per square foot for the first ten thousand (10,000) square feet of qualifying converted area and \$1.50 per square foot thereafter up to \$500,000. For example, if the Final Inspection concludes the Project's qualifying converted area is 118,738 square feet, the Rebate would be \$193,107. The Authority shall submit the Rebate to the City as soon as commercially reasonable, but no later than thirty (30) days after recordation of the Conservation Easement described in Section 7, below.

7. **Conservation Easement.** The City shall abide by the terms of the Conservation Easement attached as Exhibit "C", as modified upon Project completion to conform with the measurements of the Authority's Final Inspection. The Authority, at its sole cost and expense, shall submit the Conservation Easement to the Clark County Recorder to be recorded against the Project within ten (10) calendar days of the Project's completion as determined by the Authority's Final Inspection. The Conservation Easement may be executed and recorded without further approval of the Parties' governing bodies, except that approval required to authorize the execution of this Agreement.

8. **Mutual Benefit.** The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.

9. **No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the City and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action.

10. **Liability.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Parties shall be responsible for all liability, claims, actions, damages, losses and expenses caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents arising out of, resulting from, or incidental to the obligations set forth in this Agreement. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations.

11. **Notices.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail,

provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, each Party's notice information is set forth below:

To the City: City of North Las Vegas
Neighborhood and Leisure Services
Attn: Director
2250 Las Vegas Blvd., N.
North Las Vegas, Nevada 89030

With copy to: City of North Las Vegas
City Attorney's Office
2250 Las Vegas Blvd., N., Ste. 810
North Las Vegas, NV 89030

To the Authority: Conservation Division
Southern Nevada Water Authority
1001 S. Valley View Blvd. MS 110
Las Vegas, NV 89153

With copy to: Legal Services
Southern Nevada Water Authority
1001 S. Valley View Blvd. MS 475
Las Vegas, NV 89153

A Party may designate a new contact person under this provision for notices or change the address indicated above by notifying the other Party in writing.

12. **Successors.** This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.

13. **Assignment.** The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Parties.

14. **Non-liability of Officials and Employees.** No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

15. **Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by the City's governing body and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

16. **Cancellation.** The City may cancel this Agreement at any time prior to acceptance of the Rebate.

17. **Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.

18. **Merger of Prior Agreements.** This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject

matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

19. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

21. **Approval.** This Agreement will not be effective until it is approved by the City's governing body and executed by the City's duly authorized representative, and it has been executed by the Authority's duly authorized representative.

22. **Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which the City's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date of the City's governing body approval.

23. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

[SIGNATURES ON NEXT PAGE]

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

Date of Council Action: _____

CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA

JOHN J. LEE
Mayor

Date

ATTEST:

CATHERINE A. RAYNOR, MMC
City Clerk

APPROVED AS TO FORM:

MICAELA RUSTIA MOORE
City Attorney

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

John J. Entsminger
General Manager



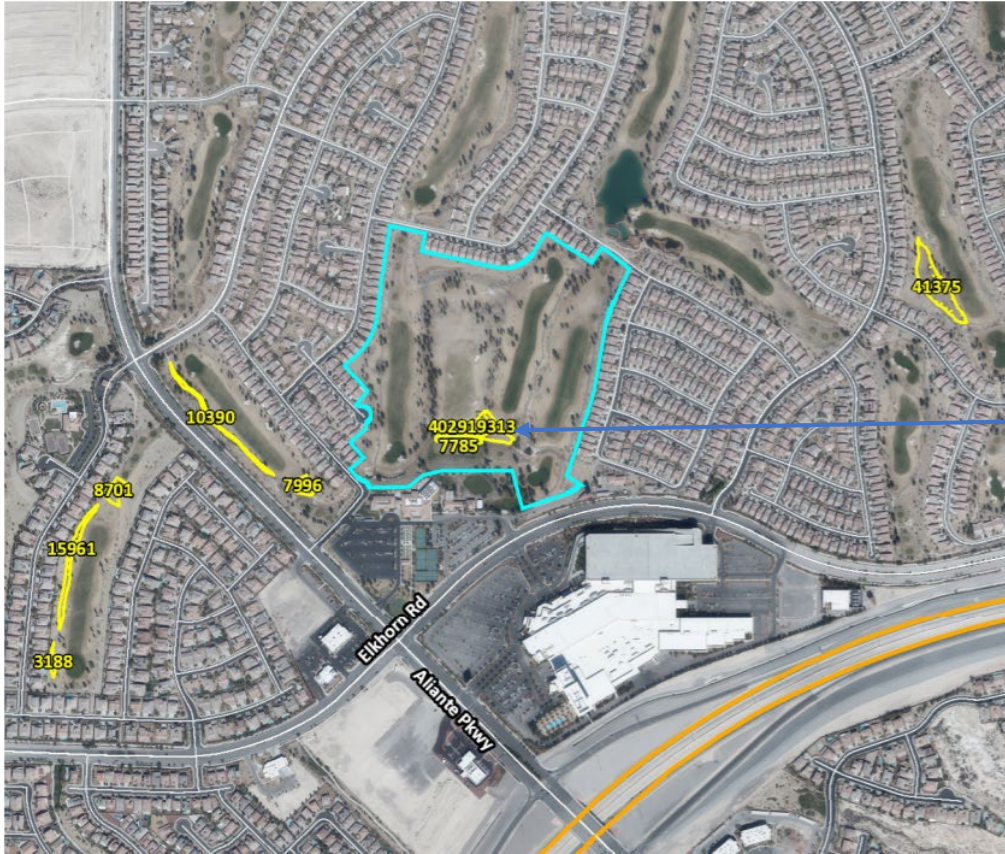
Steven C. Anderson
Deputy Counsel – Legal Services

EXHIBIT "A"

Aliante Golf Course Project Area (Yellow outlined areas total 118,738)

Aliante Golf Club

3100 W ELKHORN RD



Converted Area
118,738 SQFT

4029,19313,7785

EXHIBIT "B"

Description of Conversion Project Area

The Project is comprised of approximately 118,738 square feet of landscaping in the specific areas described in Exhibit A and having the following characteristics:

Physical description of the Project area:

- A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.
- B) Irrigation Systems - The project areas either have no irrigation system or a low-volume drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.
- C) Surface Treatments - The project area is covered by a layer of mulch permeable to air and water, including, but not limited to rock, bark, ungrouted stepping-stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

EXHIBIT “C”

Conservation Easement

[SEE ATTACHED]

APN: 124-17-312-003, 124-17-710-006,
124-18-815-001, and 124-17-316-001
When Recorded, Return To:

Southern Nevada Water Authority
Conservation Division
P.O. Box 99956
MS 110
Las Vegas, Nevada 89193-9956

CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement"), is made by the City of North Las Vegas, a political subdivision of the State of Nevada, as the grantor, ("Owner") and Southern Nevada Water Authority ("Authority"), a political subdivision of the State of Nevada, as the holder.

R E C I T A L S:

Whereas, the Owner is the owner in fee simple of that certain, 118,738 square feet of real property located at or near 3100 Elkhorn Road, North Las Vegas, NV 89084, within Assessor's Parcel Number 124-17-312-003, 124-17-710-006, 124-18-815-001, and 124-17-316-001 and more particularly described in the blue outlined areas shown on the map in Exhibit A ("Property").

Whereas, the Authority has implemented its Water Smart Landscapes Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program conditions.

Whereas, pursuant to Program requirements, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in Exhibit B, and has received payment from the Authority in exchange, receipt of which is acknowledged by Owner.

Whereas, in order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner preserve the conversion described in Exhibit A and Exhibit B.

Whereas, the purpose of this Easement is to provide a significant public benefit by protecting and preserving natural resources.

Whereas, this Easement is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, and the Authority is a governmental body empowered to hold an interest in real property under the Act.

Whereas, the Owner and Authority recognize the importance of the conservation of water and have the common purpose of conserving water usage with respect to the Property by the conveyance of this Easement on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual Easement, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, the Owner and the Authority agree as follows:

1. Owner grants and conveys the rights necessary in order to comply with conversion requirements of the Program, and nothing more, in that portion of the lawn and/or water surface on the Property which is described in Exhibit A and Exhibit B that has been converted to drought tolerant landscaping in accordance with the Program. The Owner agrees that the Property shall be held, conveyed, hypothecated, developed, or encumbered subject to this

Easement and shall be binding upon the Owner and all successors in interest to the Owner pursuant to NRS 111.390 to 111.440. Subject to Section 4, any intentional modification to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in Exhibits A and B shall constitute a breach of this Easement.

2. This Easement is made for the express benefit of the Authority and its successors and assigns.

3. The Authority may consent to modifications of the drought tolerant landscaping installed in accordance with the Program and depicted on and described in Exhibit A and Exhibit B. The Program conversions made by Owner may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property, provided that the outcome of such replacements or modifications provides equal or greater water efficiency and provided that no irrigated lawn or grass, spray irrigation, swimming pools, ponds, or other bodies of water or water features are developed in or upon the areas depicted in Exhibit A.

4. The Authority may agree to waive the requirements of this Easement. The Owner may request the Authority to consider a waiver of the Easement. The Authority may require a reasonable administrative fee for consideration of the waiver, must determine that the waiver is not detrimental to the public interest, and shall require repayment of the amount paid to the Owner by the Authority, along with a reasonable rate of interest calculated from the original date of payment. Any waiver shall be binding on the Authority only if it is in writing and is executed by a duly authorized representative of the Authority and recorded in the official records of the County Recorder of Clark County, Nevada.

5. This Easement shall be liberally construed to promote and accomplish the public benefits of water conservation and protection and preservation of natural resources.

6. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, the Authority shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Easement. No delay in enforcing this Easement or any portion of it shall be deemed a waiver by the Authority or of the part not enforced. A waiver of Authority rights may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded in the official records of the County Recorder of Clark County, Nevada.

7. The person executing this Easement as the Owner has been delegated the authority to execute this Easement on behalf of the Owner and represents and certifies that the person or entity is duly authorized and has been empowered to execute and deliver this Easement.

8. This Easement is governed by, and shall be construed in accordance with, the laws of the State of Nevada. The exclusive venue for the resolution of any dispute arising out of this Easement shall be in the Eighth Judicial District Court of the State of Nevada.

[SIGNATURES ON NEXT PAGE]

CITY OF NORTH LAS VEGAS

Date: _____

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

(NOTARY USE ONLY)

STATE OF _____) COUNTY OF __)

The restrictive covenant and grant of conservation easement were acknowledged before me on (date)

_____, 20____,

by (Owner's Name)_____

Notary Public Signature (NOTARY STAMP BELOW)

My commission expires (date)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject: PUC Intervention
Petitioner: Gregory J. Walch, General Counsel
Recommendations: That the Board of Directors ratify the Authority's intervention in Public Utility Commission of Nevada Docket #20-07023 regarding NV Energy's requested approval of the fourth amendment to its 2018 Joint Integrated Resource Plan.

Fiscal Impact:

None by approval of the above recommendations.

Background:

On June 1, 2018, Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy (collectively NVE) filed its Joint Integrated Resource Plan (Plan). NVE has amended the Plan four times, with the filing of this proposed fourth amendment (Fourth Amendment) on July 23, 2020.

NVE's Fourth Amendment requests approval of a new load forecast, the addition of two large statewide transmission projects, other local transmission projects, two new long-term power purchase agreements for photovoltaic generating facilities, one NVE-owned solar generating facility, and one community solar project.

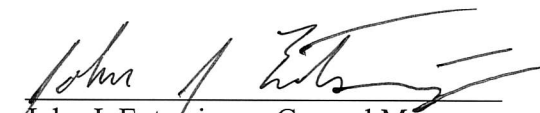
NVE is seeking over \$1.15 billion in pre-approved costs, with the final cost possibly exceeding \$2 billion once construction is complete. As a customer of NVE, the Authority and its members have a direct and substantial interest in this docket since the proposed plan will directly impact the cost of future electric services.

The Public Utility Commission of Nevada (PUCN) set a deadline of August 19, 2020, for interventions regarding the Fourth Amendment. The attached Petition for Leave to Intervene (Petition) was filed with the PUCN on behalf of the Authority on August 19, 2020.

By approval of this item, the Board of Directors is ratifying the Petition going before the PUCN in Docket #20-07023.

This PUC intervention is entered into pursuant to NAC 703.580 and NAC 703.595, and is authorized pursuant to Section 6 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:GJW:TDF:LEB:sm
Attachment

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company)
d/b/a NV Energy and Sierra Pacific Power)
Company d/b/a NV Energy for approval of the)
fourth amendment to its 2018 Joint Integrated) Docket No. 20-07023
Resource Plan to update and modify the renewable)
portion of the Supply-Side Action Plan and the)
Transmission Action Plan.)
_____)

PETITION FOR LEAVE TO INTERVENE

Pursuant to Nevada Administrative Code (“NAC”) 703.580, 703.585, and 703.590, the Southern Nevada Water Authority (“SNWA”) hereby petitions the Public Utilities Commission of Nevada (“Commission”) for leave to intervene in the above-captioned proceeding (the “Petition”). In support of this Petition, SNWA states as follows:

1. Communications regarding this Petition should be sent to:

FRED SCHMIDT
THOR NELSON
AUSTIN JENSEN
HOLLAND & HART LLP
555 17th Street, Suite 3200
Denver, CO 80202
(303) 295-8000
fschmidt@hollandhart.com
tnelson@hollandhart.com
awjensen@hollandhart.com

LAURA BROWNING
Las Vegas Valley Water District
1001 S Valley View Blvd., MS 480
Las Vegas, NV 89153
Laura.Browning@lvvwd.com

SCOTT KRANTZ
Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, NV 89193
scott.krantz@snwa.com

2. Pursuant to NAC Section 703.580, any person who claims to have a direct and substantial interest in a proceeding and desires to participate in it as an intervener must file a petition for leave to intervene. A person has a direct and substantial interest in a proceeding if:

- (a) A statute explicitly confers on the person a right to intervene; or
- (b) The person claims an interest relating to the property or transaction which is the subject of the proceeding and the person is so situated that the disposition of the proceeding will, as a practical matter, impair or impede the ability of the person to protect that interest, unless the person is adequately represented by existing parties.

3. SNWA is a political subdivision of the State of Nevada with the following member agencies: the cities of Henderson, Boulder City, North Las Vegas and Las Vegas, the Big Bend Water District in Laughlin, Nevada, the Clark County Water Reclamation District, and the Las Vegas Valley Water District. SNWA functions as a wholesale water supplier to Henderson, Boulder City, North Las Vegas, Nellis Air Force Base, and the Las Vegas Valley Water District through the operation of the Southern Nevada Water System. SNWA, and its member agencies, receive electric service from Nevada Power Company ("Nevada Power") pursuant to numerous rate schedules, including numerous Water Pumping rates, Distribution Only Service ("DOS"), and Large General Service categories. SNWA and its member agencies are direct retail customers of Nevada Power that consume retail electricity from Nevada Power, as well as utilize DOS rates for electricity provided through the Colorado River Commission. Electricity utilized for water pumping is one of the largest operating expenses of SNWA and is critical to providing reliable water service throughout southern Nevada.

4. In its nine-volume application, Nevada Energy seeks pre-approval of \$1.15 Billion in costs related to transmission and substation projects throughout the State of Nevada. These projects could easily exceed a collective \$2 Billion in costs once Phase II of Green Link is developed for which \$116 million in land acquisition and permitting costs are sought in this case. One of the main drivers of the new investments in the application is due to projected load growth in northern Nevada. In the end, the cost of these projects will fall on Nevada ratepayers, including SNWA and its member agencies.

5. Consistent with these interests, SNWA requests that the Commission authorize its

1 participation in this docket. SNWA submits that Nevada Power's significant investment
2 proposed in this docket will directly and substantially affect SNWA's interests in low cost
3 electric rates and reliable electric service.

4 6. No other party can adequately represent SNWA's interests in this docket given
5 the unique mix of tariffs under which SNWA takes service, as well as SNWA's unique
6 remaining issues following resolution of its 704B applications.

7 7. Thus, SNWA seeks the right to take part in this docket and be permitted to
8 participate in all hearings and oral argument; conduct discovery, present expert witnesses, and
9 evidence in support of its position; receive notices and filings; cross examine witnesses; examine
10 all documents entered into the record; and request such other relief as may be determined
11 necessary to protect the interests of SNWA.

12 WHEREFORE, SNWA respectfully request the Commission enter an Order:

- 13 1. Granting the Petition filed herein so as to permit SNWA the right to participate
14 fully in this docket, and to grant such Petition in all other respects; and
15 2. For such other and further relief as the Commission may deem just and proper.

16 DATED this 19th day of August, 2020

17 Respectfully submitted,

18
19 BY: s/ Fred Schmidt
20 FRED SCHMIDT
21 THOR NELSON
22 AUSTIN JENSEN
23 Holland & Hart LLP
24 555 17th Street, Suite 3200
25 Denver, CO 80202
26 (303) 295-8000

27 **Attorneys for SNWA**
28

PROOF OF SERVICE

I hereby certify that I have this day served the foregoing Petition for Leave to Intervene by SNWA in Docket 20-07023 upon all parties of record in this proceeding by delivering a copy thereof via email to the recipient's current electronic mail address or by mailing same, properly addressed with postage pre-paid, to:

Staff Counsel
Public Utilities Commission of Nevada
1150 E. William Street
Carson City, NV 89701-3109
pucn.sc@puc.nv.gov

Jennifer Fedinec
NV Energy
6226 W. Sahara Ave MS03A
Las Vegas, NV 89146
jfedinec@nvenergy.com

Whitney F. Digesti
Michelle C. Newman
Bureau of Consumer Protection
100 N. Carson Street
Carson City, NV 89701
WDigesti@ag.nv.gov
MNewman@ag.nv.gov
bcpserve@ag.nv.gov

Aaron Schaar
Timothy Clausen
NV Energy
6100 Neil Road
Reno, NV 89511
regulatory@nvenergy.com
tclausen@nvenergy.com

Holly L. Buchanan, Maj, USAF
Arnold Braxton, TSgt, USAF
Robert J. Friedman, Capt, USAF
AFLOA/JACE-ULFSC
139 Barnes Drive, Suite 1
Tyndall Air Force Base, FL 32403
Holly.buchanan.1@us.af.mil
Arnold.braxton@us.af.mil
Robert.friedman.5@us.af.mil

Thomas A. Jernigan, GS-14, USAF
AFIMSC/JA-ULFSC
139 Barnes Drive, Suite 1
Tyndall Air Force Base, FL 32403
Thomas.jernigan.3@us.af.mil

Vicki M. Baldwin
Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, UT 8411
vbaldwin@parsonsbehle.com

Ebony Payton
AFCEC/CN-ULFSC
139 Barnes Drive, Suite 1
Tyndall Air Force Base, FL 32403
Ebony.payton.ctr@us.af.mil

Fred Schmidt
Thor Nelson
Austin Jensen
Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
fschmidt@hollandhart.com
tnelson@hollandhart.com
awjensen@hollandhart.com

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Briana Kobor
Google LLC
c/o Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, UT 8411
bkobor@google.com

Scott Krantz
Southern Nevada Water Authority
P.O. Box 99956
Las Vegas, NV 89193
scott.krantz@snwa.com

Jeffrey Ruskowitz
Caesars Enterprise Services, LLC
One Caesars Palace Drive
Las Vegas, NV 89109
JRuskowitz@caesars.com

DATED this 19th day of August, 2020.

Laura Browning
Las Vegas Valley Water District
1001 S Valley View Blvd., MS 480
Las Vegas, NV 89153
Laura.Browning@lvvwd.com

Henry Shields
MGM Resorts International
3260 Sammie Davis Jr. Drive, Bld. A
Las Vegas, NV 89109
hshields@mgmresorts.com

s/ Adele C. Lee
An employee of HOLLAND & HART LLP

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SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject:

2020 SNWA Consent Resolution

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution consenting to the refunding of certain Las Vegas Valley Water District General Obligation (Limited Tax) Bonds that are additionally secured by SNWA Pledged Revenues and requesting the Board of Directors of the Las Vegas Valley Water District to issue general obligation (limited tax) (additionally secured by SNWA Pledged Revenues) refunding bonds in the maximum principal amount of \$534,705,000, in one or more series to refinance all or any portion of the Bonds.

Fiscal Impact:

The Authority agreed in the SNWA/LVVWD Master Bond Repayment Agreement (MBRA) with the Las Vegas Valley Water District (District) that it will maintain rates and charges for all services furnished by the Authority sufficient to pay its operations and maintenance costs and all amounts due to the District under the MBRA. Any transactions resulting from this authorization will reduce debt service cost.

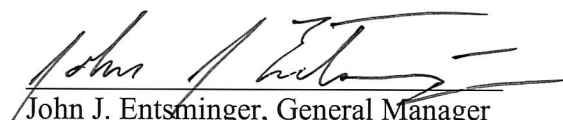
Background:

At the request of the Authority, the District previously issued (i) its General Obligation (Limited Tax)(Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011C (the 2011C Bonds), and (ii) its General Obligation (Limited Tax)(Additionally Secured by SNWA Pledged Revenues) Water Bonds, Series 2012B (the 2012B Bonds) (collectively, the Bonds) on the Authority's behalf. The SNWA now desires to refinance the Bonds through the issuance of refunding bonds. Pursuant to Section 5 of the MBRA, the Authority must consent to the refunding of any District bonds issued on behalf of the Authority.

This 2020 SNWA Consent Resolution consents to the refunding and call of all or any portion of the Bonds and requests the Board of Directors of the District to issue general obligation (limited tax) (additionally secured by SNWA Pledged Revenues) refunding bonds in the maximum aggregate principal amount of \$534,705,000 in one or more series to refinance all or any portion of the Bonds. The proceeds of the refunding bonds will be used to achieve debt service savings and to pay the costs of issuing the refunding bonds. This will allow the Authority to reduce future debt service costs. The timing and amount of these refundings will be determined by the District based on market conditions and will comply with refunding criteria as stated in the District's Debt Management Policy. This authorization will expire on March 17, 2022.

This Bond Resolution is authorized pursuant to Sections 6(1) and 6(p) of the SNWA 1995 Amended Cooperative Agreement, and Section 5 of the MBRA. The office of the General Counsel has reviewed and approved this resolution.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:EKB:RS:MC:kn
Attachment

AGENDA
ITEM #

10

Summary – a resolution consenting to the refunding of certain Las Vegas Valley Water District General Obligation (Limited Tax) Bonds (the “Bonds”) that are additionally secured by SNWA Pledged Revenues and requesting the Board of Directors of the Las Vegas Valley Water District to issue general obligation (limited tax) (additionally secured by SNWA pledged revenues) refunding bonds in the maximum aggregate principal amount of \$534,705,000 in one or more series to refinance all or any portion of the Bonds.

RESOLUTION

A RESOLUTION CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE LAS VEGAS VALLEY WATER DISTRICT; REQUESTING THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT TO ISSUE GENERAL OBLIGATION REFUNDING BONDS (ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Las Vegas Valley Water District (the “District”) has previously issued (i) its General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011C, and (ii) its General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Bonds, Series 2012B (collectively, the “Bonds”), at the request of the Southern Nevada Water Authority (the “Authority”); and

WHEREAS, Section 5 of the SNWA/LVVWD Master Bond Repayment Agreement (the “MBRA”) requires the consent of the Authority before the Bonds or any portion thereof may be called and/or refunded; and

WHEREAS, the Board of Directors (the “Board”) of the Authority deems it advisable for the District to issue refunding bonds in an aggregate principal amount not to exceed \$534,705,000 for the purpose of refinancing some or all of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTHERN NEVADA WATER AUTHORITY:

Section 1. This resolution shall be known as the “2020 SNWA Consent Resolution.”

Section 2. Pursuant to Section 5 of the MBRA, the Board hereby consents to the refunding and call of all or any portion of the Bonds. In furtherance of such purpose, the Board of Directors of the District (the “District Board”) is hereby requested to issue general obligation

(limited tax) (additionally secured by SNWA pledged revenues) refunding bonds in the maximum aggregate principal amount of \$534,705,000 in one or more series to refinance all or any portion of the Bonds.

Section 3. The Secretary to the Board is hereby directed to certify a copy of this resolution to the District Board.

Section 4. The officers of the Authority be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution including, if necessary, amending the Authority's capital improvement plans, statements of current and contemplated debt and debt management policy, and if required, deeming a preliminary official statement for any bonds issued by the District for the purposes described herein to be final for purposes of Rule 15c2-12 of the Securities Exchange Commission.

Section 5. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 6. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect any remaining provisions of this resolution.

Section 7. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED at a meeting of the Board of Directors of the Southern Nevada Water Authority this September 17, 2020.

John J. Entsminger, Secretary
Southern Nevada Water Authority

Marilyn K. Kirkpatrick, Chair
Board of Directors

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the Authority (the “Board”) on September 17, 2020.

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

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

Those Voting Aye:

Claudia Bridges
Cedric Crear
James Gibson
Justin Jones
Marilyn K. Kirkpatrick
John Lee
Dan Stewart

Those Voting Nay:

Those Abstaining:

Those Absent :

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

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

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

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

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

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

and

(iii) By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board. Such notice was deposited with the postal service used by the Board no later than 9:00 a.m. at least three working days before the September 17, 2020 meeting.

6. A copy of the notice so given of the meeting of the Board held on September 17, 2020 is attached hereto as Exhibit A.

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

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Southern Nevada Water Authority in Clark County, Nevada, this September 17, 2020.

John J. Entsminger, Secretary
Southern Nevada Water Authority

Exhibit A

(Attach Copy of Notice of Meeting)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject:

Update on the Low Lake Level Pumping Station Project

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors receive a presentation from staff on the Low Lake Level Pumping Station project and recent award recognition.

Fiscal Impact:

None by approval of the above recommendation.

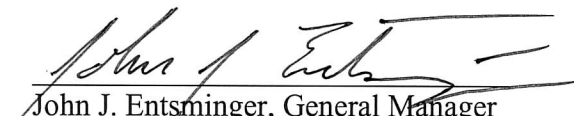
Background:

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), which included the recommendation that the Authority begin design and construction of a new Low Lake Level Pumping Station (L3PS) within the swiftest feasible timeframe. L3PS has now been completed and 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 regarding the L3PS project. In addition, staff will provide an update on recognition received for this project from the engineering and construction industries.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DLJ:PJJ:td

AGENDA
ITEM #

11

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 17, 2020

Subject: Update on Water Resources
Petitioner: Colby N. Pellegrino, Deputy General Manager, Resources
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.

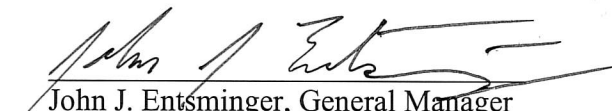
Background:

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:CNP:cmc

AGENDA ITEM #

12