

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JANUARY 21, 2021

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: January 13, 2021

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 www.snwa.com for Southern Nevada Water Authority agenda postings, copies of supporting material, and approved minutes. To receive meeting information, contact Mitch Bishop at (702) 822-8317 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.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of November 19, 2020.

CONSENT AGENDA Items 2 - 3 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, which authorizes the General Manager of the District to serve as the General Manager of the Authority, and utilize the staff and resources of the District to manage the affairs of the Authority.
3. *For Possible Action:* Approve a resolution appointing the Secretary, Treasurer and Controller of the Authority and amending and repealing prior officer appointments.

BUSINESS AGENDA

4. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the Clark County School District and the Authority for the School District's conversion of up to 24 live-turf football fields to artificial turf in exchange for Authority rebates in an amount of \$6,883,077, authorize a cost contingency not to exceed \$688,308, and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

5. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the Clark County School District and the Authority whereby the School District will make modifications to cooling towers at up to 61 schools in exchange for Authority rebates not to exceed \$918,000, and to sign any ministerial documents necessary to effectuate the transaction.
6. *For Possible Action:* Award a contract for the reconstruction of two existing erosion control structures at the Las Vegas Wash to Las Vegas Paving Corporation for the amount of \$4,700,000, authorize a change order contingency amount not to exceed \$470,000, and authorize the General Manager to sign the construction agreement.
7. *For Possible Action:* Adopt a resolution consenting to the refunding of the Authority's remaining commercial paper program debt and requesting the Las Vegas Valley Water District to issue general obligation (additionally secured by SNWA pledged revenues) refunding bonds in the maximum principal amount of \$257,610,000.
8. *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
NOVEMBER 19, 2020
MINUTES**

CALL TO ORDER 9:02 a.m.

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

BOARD MEMBERS ABSENT None

STAFF PRESENT John Entsminger, Dave Johnson, Colby Pellegrino, Doa Ross, Kevin Bethel
and Greg Walch

OTHERS PRESENT Bill Nelson, BDO

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

Tom Brady, City of North Las Vegas, spoke concerning water conservation.

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 October 15, 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 October 15, 2020. The motion was approved.

CONSENT AGENDA

2. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, Amendment No. 1 to the existing agreement between the Alliance for Water Efficiency and the Authority for a multi-agency study of building cooling technologies for an increase of \$25,000, resulting in a total amount not to exceed \$125,000, and extend the completion date by six months.
3. ***For Possible Action:*** Adopt the Annual Operating Plan for the Southern Nevada Water System.
4. ***For Possible Action:*** Approve and authorize the General Manager to execute an agreement, in substantially the same form as attached hereto, between the Authority and Wilmer Cutler Pickering Hale & Dorr, LLP, for the provision of specialized legal services to address emerging Colorado River matters, for an amount not to exceed \$500,000 per fiscal year.
5. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between CDM Smith Inc., and the Authority to provide professional services for evaluation of the ozone treatment systems at both the Alfred Merritt Smith and River Mountains Water Treatment Facilities for an amount not to exceed \$500,000.
6. ***For Possible Action:*** Award a bid for ten new pumping units at two pump stations to Torishima Pump Mfg. Co. LTD dba Torishima Service Solutions of MI, LLC, for an amount not to exceed \$620,000 and authorize the General Manager to sign the purchase agreement.

7. ***For Possible Action:*** Approve an agreement between the City of Henderson and the Authority to convert turfgrass at four parks totaling approximately 118,937 square feet for an estimated rebate \$234,693, 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 per park.

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

BUSINESS AGENDA

8. ***For Possible Action:*** Accept the Authority's Comprehensive Annual Financial Report, including the corresponding Independent Auditors' Report on Financial Statements and Other Supplementary Information for the fiscal year ended June 30, 2020, and authorize its submission to the Nevada Department of Taxation.

Bill Nelson, BDO, reviewed the annual financial report and auditor's report.

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

9. ***For Possible Action:*** Approve the amended Major Construction and Capital Plan.

Doa Ross, Deputy General Manager, Engineering, gave a presentation on the Major Construction and Capital Plan. A copy of her presentation is attached to these minutes.

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

Items 10 – 12 were taken in one motion.

10. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Henderson and the Authority that sets forth conservation, water use and construction terms associated with development of the Horizon Lateral project, and to sign any ministerial documents necessary to effectuate the transaction.
11. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the Las Vegas Valley Water District and the Authority that sets forth conservation, water use and construction terms associated with development outside the Las Vegas Hydrographic Basin.
12. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of North Las Vegas and the Authority that sets forth conservation, water use and construction terms associated with development of the Garnet Valley water and wastewater projects, and to sign any ministerial documents necessary to effectuate the transaction.

Colby Pellegrino, Deputy General Manager, Resources, gave a presentation on the interlocal agreements and 2020 Water Resource Plan. A copy of her presentation is attached to these minutes.

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

13. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement between Parsons Corporation dba Parsons Water & Infrastructure, Inc., and the Authority for Program Management Services for various Authority projects for an amount not to exceed \$7,000,000 per year for three years.

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

14. ***For Possible Action:*** Approve, adopt and authorize the Chair to sign a resolution approving an expansion of the Authority's Project Labor Agreement to cover certain projects awarded by the Authority relating to the 2020 amended Major Construction and Capital Plan and the Lower Las Vegas Wash Stabilization Plan.

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

15. *For Possible Action: Adopt the 2020 Water Resource Plan.*

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

16. *For Possible Action: Adopt the 2020 Water Budget.*

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

17. *For Possible Action: Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between The Metropolitan Water District of Southern California and the Authority for initial environmental and engineering services needed for development of the Regional Recycled Water Program as a future water source for the Authority for an amount not to exceed \$6,000,000.*

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

18. *For Possible Action: Conduct a Public Hearing to consider and adopt increases to the Authority's Connection Charge, Commodity Charge and Infrastructure Charge.*

John Entsminger, General Manager, gave a presentation regarding the proposed increases. A copy of his presentation is attached to these minutes.

Chair Kirkpatrick opened the public hearing. There were no speakers; therefore, Chair Kirkpatrick closed the public hearing.

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

Public Comment

Director Lee thanked the Board for its leadership and efforts to secure the community's water future. He said that he looked forward to continuing to work with staff to help diversify the community's economy by developing needed infrastructure for business expansion.

Adjournment

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



SNWA BOARD MEETING November 19, 2020

1

IRPAC RECOMMENDATIONS

- In September, the SNWA Board of Directors approved 22 recommendations made by the Integrated Resources Planning Advisory Committee (IRPAC 2020).
- These recommendations outlined the resources, facilities, conservation initiatives and funding strategies needed to support Southern Nevada over the long term.
- While some of these recommendations are ready to activate in the near term, many require additional time for research, coordination and implementation.

2

IRPAC RECOMMENDATIONS

Item 2: Building Cooling Technologies study

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

Item 7: Henderson turf conversions

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

Item 9: Major Construction and Capital Plan (MCCP)

- Include candidate projects presented to IRPAC 2020 in the SNWA's MCCP

Item 10-12: Member Agency Interlocals

- 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 service rules
- Embed the principles of the SNWA's Non-Functional Turf Resolution in municipal codes and service rules

3

IRPAC RECOMMENDATIONS

Item 15: SNWA Resource Plan

- Pursue emerging water resource opportunities with Colorado River partners to increase Nevada's water supplies

Item 17: Metropolitan Water District of So. California agreement

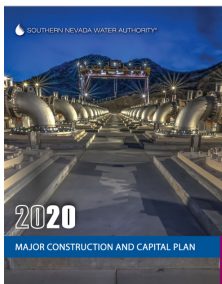
- Pursue emerging water resource opportunities with Colorado River partners to increase Nevada's water supplies

Item 18: Public Hearing for SNWA Rates

- 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
- Implement a six-year annual increase to SNWA charges effective January 2022
- Implement an indexed rate component to the SNWA Infrastructure and Commodity Charge annually, effective 2028
- Implement an indexed rate component to the SNWA Connection Charge annually

4

MAJOR CONSTRUCTION AND CAPITAL PLAN



- Includes the IRPAC-recommended projects
- Outlines the efforts needed to meet the community's demands into the future
- Includes major asset management efforts, including SCADA upgrades and upgrades to critical in-valley facilities
- Planning document only - approval of projects contained within document will require separate Board actions
- Total Plan: \$3.166 billion

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MCCP KEY PROJECTS

- Horizon Lateral (\$1,596.7 million)
- Garnet Valley Water and Wastewater Systems (\$249.8 million)
- Solar photovoltaic project (\$20.8 million)
- Future Colorado River resource acquisitions (\$587.7 million)
- Water Smart Landscape Program rebates (\$152.3 million)
- Water resource contingency (\$188.3 million)
- Ozone equipment upgrade (\$38.5 million)
- In-valley maintenance shop (\$20 million)
- River Mountains Water Treatment Facility Microbiology Research Lab expansion (\$16 million)

6

MCCP IMPLEMENTATION

Implementation of the MCCP will require support and additional resources:

Item No. 13: PARSONS PROJECT MANAGEMENT AGREEMENT

Provides onsite personnel and technical support for the projects outlined within the MCCP, including the Horizon Lateral

Item No. 14: PROJECT LABOR AGREEMENT (PLA)

The PLA to be amended to support the new projects within the MCCP and the Lower Las Vegas Wash project

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MCCP IMPLEMENTATION

Implementation of the MCCP cannot come at the expense of Southern Nevada's sustainable future.

BOARD APPROVALS: The larger projects will require different approvals at the Board level, ensuring there are "off ramps" in the event the community's needs change

FUNDING STRATEGY: A sustainable funding strategy will protect the community from rate shock

INTERLOCAL AGREEMENTS: Ensures that IRPAC's recommendations regarding conservation and sustainability are implemented before projects are constructed

8

INTERLOCAL AGREEMENTS

Interlocal agreements with SNWA's member agencies will help formalize IRPAC's conservation recommendations before funds are spent on the larger MCCP construction projects.

- SNWA and City of Henderson (Item No. 10)
- SNWA and Las Vegas Valley Water District (Item No. 11)
- SNWA and City of North Las Vegas (Item No. 12)

9

INTERLOCAL AGREEMENTS

ADOPTION OF CONSERVATION MEASURES:

- Adoption of SNWA's Non-Functional Turf resolution into codes/ordinances
- Turf limited to only parks/schools in areas outside the Las Vegas Valley

OUT-OF-VALLEY RESTRICTIONS:

- Any SNWA-delivered water will make its way back to Lake Mead via wastewater system

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INTERLOCAL AGREEMENTS, cont.

IMPLEMENTATION OF CONSERVATION MEASURES:

- Increase customer compliance with watering schedules and water waste restrictions
- Share data as it relates to water waste, enforcement, ordinances/codes and other water efficiency efforts
- Amend development agreements to include up-to-date water efficiency measures, when possible

OTHER ITEMS:

- Rights-of-way coordination

11

INTERLOCAL AGREEMENTS – North Las Vegas

GARNET VALLEY WATER PLANNING:

- Supports groundwater use of up to 900 acre-feet per year (AFY)
- Limits all Garnet Valley users to 2,900 AFY during interim
- Future pumping will be limited to 2,000 AFY
- Work together to create a Groundwater Use Plan

OTHER ITEMS:

- Protection of Moapa dace

12

SNWA WATER RESOURCE PLAN

The SNWA is required to review its water resource plan annually.

Key Changes:

- Extended planning horizon through 2071.
- Updated demand range based on new population forecast.
- Incorporated IRPAC recommendations related to water resources and water conservation.
- Updated for the latest Colorado River water supply outlook.
- Updated the composition, priority and timing of future resource options.
- Updated and expanded planning scenarios to reflect shortage declarations/supply impacts under variable hydrology (average, dry, extremely dry and climate change) and the timing of future resource options.



13

13

SNWA WATER RESOURCE PLAN

SNWA's Water Resource Portfolio includes a diverse set of resource options that will be used to reliably meet the community's current and future water resource needs.

Permanent Resources	Temporary Resources	Future Resources
Colorado River (SNWA)	Southern Nevada Groundwater Bank	Transfers and Exchanges – Permanent Future Supply Desalinization & Colorado River Partnerships
Nevada Unused Colorado River (Non-SNWA)	Interstate Bank (Arizona)	Transfers and Exchanges – Virgin River/Colorado River Augmentation
Tributary Conservation ICS	Interstate Bank (California)	Garnet & Hidden Valleys Groundwater
Las Vegas Valley Groundwater Rights	Intentionally Created Surplus (Lake Mead storage)	Tikaboo & Three Lakes Valley Groundwater

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14

SNWA WATER RESOURCE PLAN

Nevada's combined obligation under the Interim Guidelines and the DCP ranges from 8,000 to 30,000 AFY.

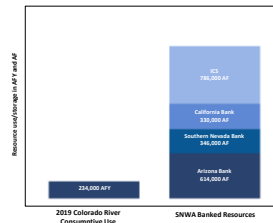
LAKE MEAD WATER LEVEL (FT)	SHORTAGE AMOUNT (AFY)	DCP CONTRIBUTION (AFY)	TOTAL (AFY)
ABOVE 1,090	0	0	0
AT OR BELOW 1,090	0	8,000	8,000
AT OR BELOW 1,075	13,000	8,000	21,000
BELOW 1,050	17,000	8,000	25,000
AT OR BELOW 1,045	17,000	10,000	27,000
BELOW 1,025	20,000	10,000	30,000

15

15

SNWA WATER RESOURCE PLAN

Southern Nevada has stored 2.1 million acre-feet of water. This is nearly nine times Nevada's 2019 consumptive Colorado River water use.

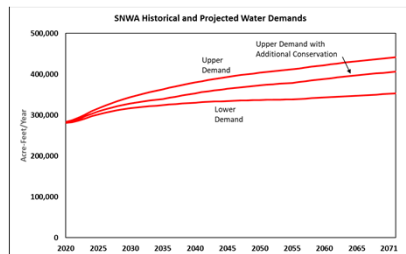


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SNWA WATER RESOURCE PLAN

The SNWA considered three water demand projections as part of the 2020 plan update.

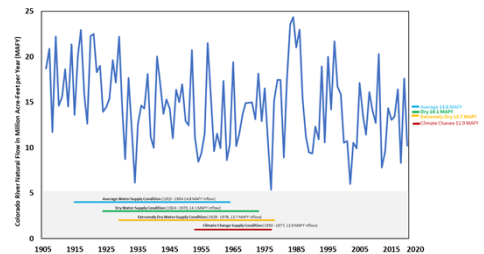


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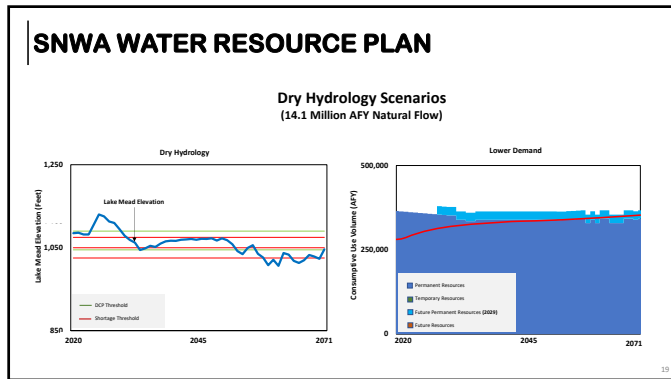
SNWA WATER RESOURCE PLAN

SNWA also considered four water supply conditions (average, dry, extremely dry and climate change).

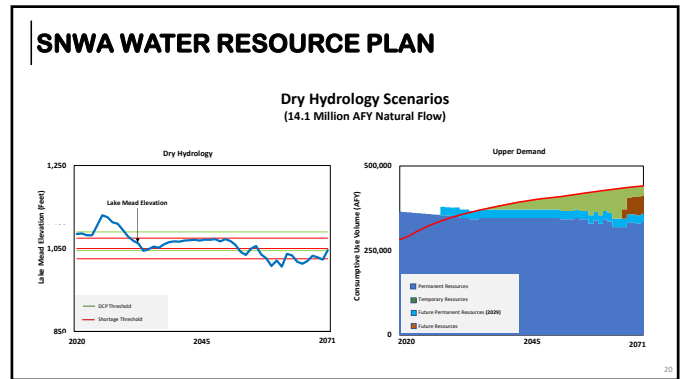


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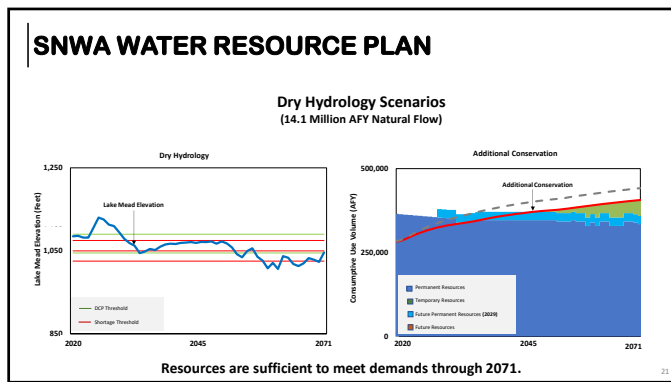
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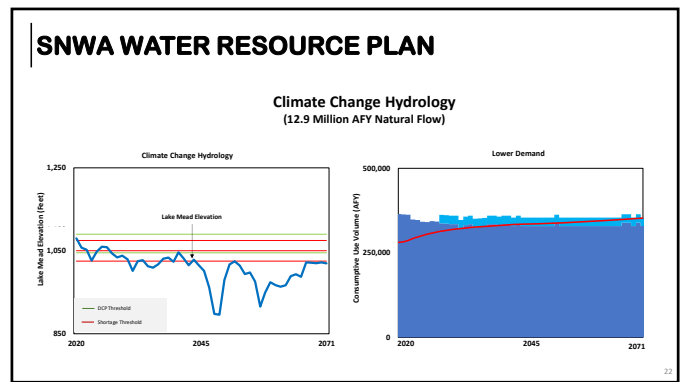
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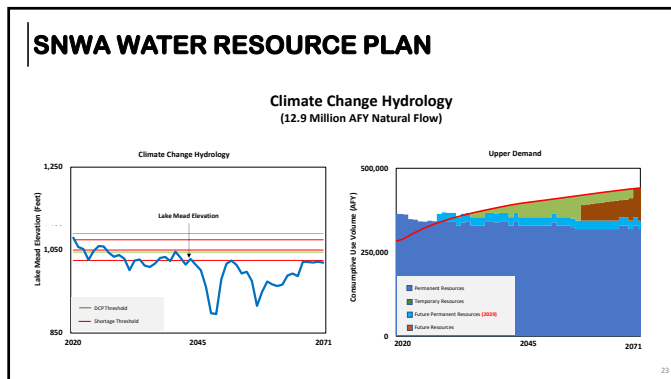
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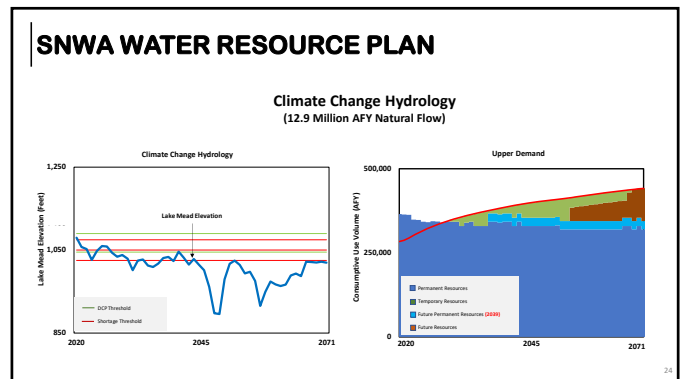
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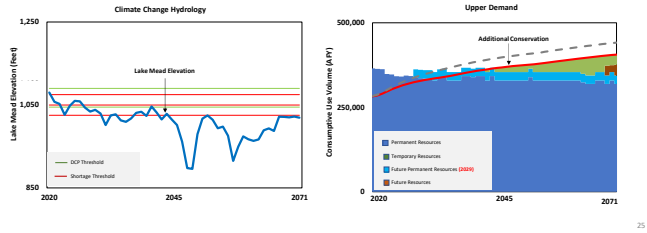
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SNWA WATER RESOURCE PLAN

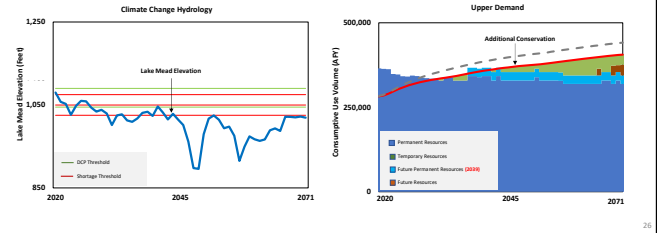
Climate Change Hydrology (12.9 Million AFY Natural Flow)



25

SNWA WATER RESOURCE PLAN

Climate Change Hydrology (12.9 Million AFY Natural Flow)



26

SNWA WATER RESOURCE PLAN

Achieving our current conservation goal and additional conservation
Targets will require significant effort across the entire SNWA service area.

The Plan incorporates IRPAC recommendations to:

- Target the reduction of non-functional turf and limit turf installation in new development.
- Limit cool-season turf installation in public spaces and expedite conversion in public facilities.
- Enhance landscape watering compliance through implementation of smart controller technology.
- Speed customer leak repairs through implementation of advanced metering infrastructure.
- Reduce consumptive water losses associated with evaporative cooling
- Encourage efficient development and discourage consumptive water use for new large water users.
- Maintain and improve the existing water loss rate among wholesale and retail purveyors.



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METROPOLITAN WATER DISTRICT AGREEMENT

Metropolitan Water District's

Regional Recycled Water Program:

- 168,000 AFY when fully built
- March 2020: SNWA Letter of Intent
- Supported by IRPAC



Funding Agreement for Initial Environmental and Engineering Services

- SNWA can contribute up to \$6 million
- Supports the program's initial environmental compliance and engineering services
- Amount will be credited to SNWA's overall program funding participation
- If recycling program does not move forward, SNWA is refunded contribution

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SOUTHERN NEVADA
WATER AUTHORITY®

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1

IRPAC TIMELINE

October 2019 – August 2020:

IRPAC meets to consider Southern Nevada's long term water resource and facility needs to develop recommendations for SNWA Board

September 2020:

SNWA Board of Directors adopts IRPAC's 22 recommendations

October 2020:

SNWA Board approves Business Impact Statement

November 2020:

Public Hearing

2

FUNDING THE MCCP

The committee evaluated how to fund the MCCP using revenue derived from Connection Charge fees and SNWA charges on customer water bills with the following recommendations:

- Rates have not kept pace with inflation. Catch the existing charges up with inflation and phase in over 6 years
- Maintain inflationary increases. Annually adjust the charges with inflation
- Collar the inflationary increases on water bill charges. Limit increases to 1.5% - 4.5%
- Maintain reserves. Fund the Capital Plan with a mix of debt and pay-go to maintain reserves at adequate levels consistent with the Reserve Policy
- Connection Charge revenue. Use Connection Charge revenues to fund pay-go capital or debt service, but exclude it from funding recurring operating expenses

3

PUBLIC HEARING

Approval of Agenda Item No. 18 will implement the following:

- A six-year fixed rate increase to the SNWA Commodity Charge, SNWA Infrastructure Charge and SNWA Connection Fee to catch rates up with inflation
- Delaying rate increases to begin until 2022
 - SNWA Commodity Charge and Infrastructure Charge: January 2022
 - SNWA Connection Fee: March 2022
- Following the six-year phase-in, rate increases would be tied to inflationary indexes
 - Collared between 1.5% and 4.5%
 - Rates would not be adjusted if the five-year forecast unrestricted reserve balance is projected to be greater than 150% of targeted reserve balances

4

RECOMMENDED INCREASES

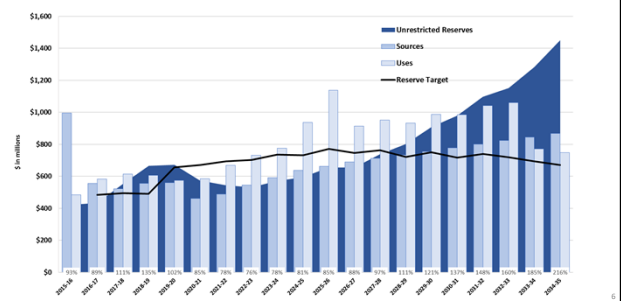
		6 YEAR PHASE-IN STARTING 2022						INDEXING
		2022	2023	2024	2025	2026	2027	2028 →
Connection Charge (ENR) Lost increased in 2008	Catch-Up Inflation	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	0.0%
	Current Year Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%*
	Total	9.5%	9.5%	9.5%	9.5%	9.5%	9.5%	3.0%*
Commodity Charge (CPI) Lost increased in 2017	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) Lost increased in 2012	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%*

*Estimated amount of inflationary increase used for modeling purposes, actual amount to be determined by indexes
ENR: Engineering News-Record – Construction Cost Index, 20 city average
CPI: Consumer Price Index, all items for Urban Consumers (CPI-U) – West Side Class A

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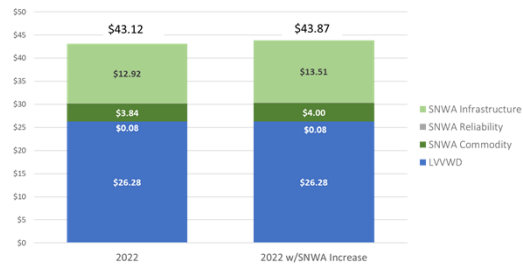
IRPAC SCENARIO – ECONOMIC RESPONSE

90%/10% funding; Rate Increases implemented 2022



6

SAMPLE CUSTOMER: TYPICAL SINGLE FAMILY RESIDENTIAL



SAMPLE CUSTOMER IMPACT

Type	Current 2020	2021	2022	2023	2024	2025	2026	2027	2028
Single Family Residential 5/8" - Typical Use	41.88	42.49	43.87	45.28	46.79	48.40	50.09	51.82	53.23
2022 Phase-In									
Mobile Home - Boulder Cascade	4,808.29	4,874.16	5,023.65	5,175.63	5,345.27	5,535.69	5,728.04	5,925.19	6,085.06
2022 Phase-In									
High Rise - Queenridge	15,024.51	15,261.20	15,680.11	16,104.69	16,544.55	17,040.21	17,649.58	18,065.84	18,503.56
2022 Phase-In									
Office Park - Desert Canyon	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
2022 Phase-In									
Resort and Hotel - Bellagio	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
2022 Phase-In									
Restaurant - Flamingo	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
2022 Phase-In									
School - Polo Verde	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
2022 Phase-In									
Municipal Park - All American	9,109.44	9,249.83	9,528.70	9,790.37	10,058.09	10,363.27	10,674.38	10,988.88	11,260.36
2022 Phase-In									
Hospital - Sunrise	28,499.70	29,071.78	29,865.16	30,667.24	31,477.17	32,409.43	33,353.64	34,303.36	35,152.30
2022 Phase-In									
Industrial - Brady Linen	43,917.21	44,826.18	46,035.56	47,248.22	48,411.67	49,557.06	51,413.63	52,880.80	54,192.00
2022 Phase-In									

CUSTOMER IMPACTS

- If approved, a typical residential customer will see an increase of 75 cents on their monthly water bill in 2022. No increases in 2021.
- Increases affect both fixed and volumetric charges to maintain revenue reliability and conservation signals
- Avoids rate shock
- Helps businesses plan for future increases
- Allows time for economy to stabilize before increases implemented



SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 21, 2021

Subject:

Renewal of Interlocal Contract

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors renew the Amended and Restated Interlocal Contract between the Las Vegas Valley Water District and the Authority, which authorizes the General Manager of the District to serve as the General Manager of the Authority, and utilize the staff and resources of the District to manage the affairs of the Authority.

Fiscal Impact:

None by approval of the above recommendation.

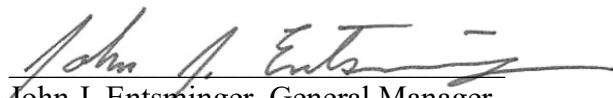
Background:

On January 14, 1993, the Board of Directors entered into an Interlocal Contract (Contract) with the Las Vegas Valley Water District (District) providing for its General Manager to also serve as General Manager of the Authority and for District staff to perform the Authority's day-to-day operations. On January 16, 2014, the Board authorized John Entsminger to serve as its General Manager and approved the Amended and Restated Interlocal Contract between the District and the Authority.

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

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

Respectfully submitted:



John J. Entsminger, General Manager

JJE:CNP:AMB:KH:mdb

Attachment

AGENDA
ITEM #

2

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

Las Vegas Valley Water District

Southern Nevada Water Authority



Mary Beth Scow, President

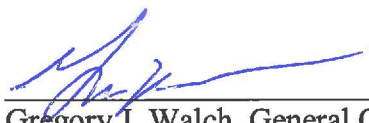


Mary Beth Scow, Chairwoman

Date 2-4-14

Date 1-16-14

Approved as to form:



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

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 21, 2021

Subject:

Resolution

Petitioner:

Gregory J. Walch, General Counsel

Recommendations:

That the Board of Directors approve a resolution appointing the Secretary, Treasurer and Controller of the Authority and amending and repealing prior officer appointments.

Fiscal Impact:

None by approval of the above recommendation.

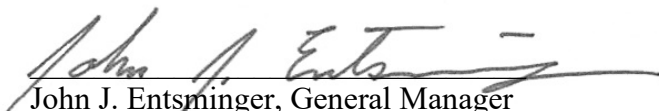
Background:

Section 20 of the SNWA 1995 Amended Cooperative Agreement authorizes the Board of Directors to appoint officers of the Authority. In 2011, the Board appointed the General Manager of the Las Vegas Valley Water District (District) as the Secretary of the Authority, the District's Deputy General Manager-Administration as the Acting Secretary of the Authority in the Secretary's absence, the District's CFO/Finance Director as the Treasurer of the Authority, and the District's Acting CFO/Finance Director as Acting Treasurer in the Treasurer's absence. The 2011 Treasurer appointment was amended in part by the 2017 Revenue Refunding Bond Resolution approved by the Board on January 18, 2017, which appointed the District's General Manager-Administration as Treasurer for certain bond-related purposes. In 1993, the Board appointed the Treasurer of the Authority as Controller of the Authority.

If approved, the attached resolution will repeal the 1993 Controller appointment and the 2011 SNWA Appointment Resolution and amend the 2017 Revenue Refunding Bond Resolution in part. The resolution will appoint the District's General Manager as Secretary of the Authority and the District's Chief Financial Officer as Treasurer and Controller of the Authority, and it will authorize the appointees to take certain actions. Rather than appoint specific individuals as Secretary, Treasurer and Controller, the resolution appoints the person holding the General Manager and Chief Financial Officer positions at the District, which includes those authorized to act as such in the event of that person's temporary absence.

This action is authorized pursuant to Section 20 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:BLC:sm

Attachment

AGENDA
ITEM #

3

RESOLUTION

A RESOLUTION REPEALING THE 2011 SNWA APPOINTMENT RESOLUTION; APPOINTING THE GENERAL MANAGER OF THE LAS VEGAS VALLEY WATER DISTRICT AS SECRETARY OF THE SOUTHERN NEVADA WATER AUTHORITY; APPOINTING THE CHIEF FINANCIAL OFFICER OF THE LAS VEGAS VALLEY WATER DISTRICT AS TREASURER AND CONTROLLER OF THE SOUTHERN NEVADA WATER AUTHORITY; RATIFYING ACTION PREVIOUSLY TAKEN NOT INCONSISTENT HERewith; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the Board of Directors (“Board”) of the Southern Nevada Water Authority (“Authority”), is authorized pursuant to Section 20 of the SNWA 1995 Amended Cooperative Agreement to appoint a Secretary of the Authority (“Secretary”), a Treasurer of the Authority (“Treasurer”), and a Controller of the Authority (“Controller”), among other officers;

WHEREAS, the Board has previously appointed a Controller by action taken on July 8, 1993 (“1993 Controller Appointment”), and the Board has previously appointed a Secretary and Treasurer and certain interim officers of the Authority most recently by resolution approved on September 15, 2011 (“2011 SNWA Appointment Resolution”);

WHEREAS, the Board amended the 2011 SNWA Appointment Resolution in part by appointing a Treasurer of the Authority for certain bond-related purposes in the 2017 Revenue Refunding Bond Resolution approved on January 19, 2017;

WHEREAS, the Board desires to repeal the 1993 Controller Appointment and the 2011 SNWA Appointment Resolution, and amend the 2017 Revenue Refunding Bond Resolution in part, in order to update the officer appointments to conform with current organizational structure and for clarity;

WHEREAS, the amendment is not adverse to the interests of the bondholders of the 2017 Revenue Refunding Bonds;

NOW, THEREFORE, BE IT RESOLVED that:

1. This resolution shall be known and may be cited by the short title “2021 SNWA Appointment Resolution.”
2. The 2011 SNWA Appointment Resolution is hereby repealed in its entirety.
3. The General Manager of the Las Vegas Valley Water District (“District”) is hereby appointed Secretary of the Authority and shall exercise such powers and perform such duties of the Secretary as are set forth in the SNWA 1995 Amended Cooperative Agreement and other agreements creating and governing the Authority (“Agreements”), and as may be designated by the Board, including signing as Secretary any bonds of the Authority.
4. As Secretary, the General Manager is hereby authorized execute agreements and other documents approved by the Board, in substantially the same form as presented to the Board, as well as approve ministerial changes to such documents and agreements.
5. The General Manager is further authorized to designate from the District’s Executive Team an acting General Manager to, among other things, act as Secretary of the Authority in the event of a temporary absence.

6. The Chief Financial Officer of the District is hereby appointed Treasurer of the Authority and shall exercise such powers and perform such duties of the Treasurer as are set forth in the Agreements and may be designated by the General Manager and the Board, including signing as Treasurer any documents related to the sale of bonds as provided in Chapter 350 of the Nevada Revised Statutes and the Agreements.
7. Section 61 of the 2017 Revenue Refunding Bond Resolution appointing the Treasurer of the Authority for certain bond-related purposes is hereby repealed, and section 2(29) of the 2017 Revenue Refunding Bond Resolution, defining the term "Treasurer," is hereby amended such that "Treasurer," as used in that resolution, shall mean the Treasurer of the Authority appointed pursuant to this 2021 SNWA Appointment Resolution.
8. The 1993 Controller Appointment is hereby repealed.
9. The Chief Financial Officer of the District is hereby appointed as Controller of the Authority and shall exercise such powers and perform such duties of the Controller as are set forth in the Agreements and may be designated by the General Manager and the Board.
10. The Secretary, Treasurer and Controller of the Authority are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation filing his or her facsimile signature with the Secretary of State of the State of Nevada in accordance with Nevada Revised Statutes Chapter 351.
11. All action previously taken (not inconsistent with the provisions of this resolution) by the Board and the officers of the Board be, and the same hereby is, ratified, approved and confirmed.
12. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.
13. If any section, paragraph, clause or other 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 other provision shall not affect any of the remaining provisions of this resolution.
14. This resolution shall become effective and be in force immediately upon its adoption.

INTRODUCED, PASSED and APPROVED this 21st day of January, 2021.

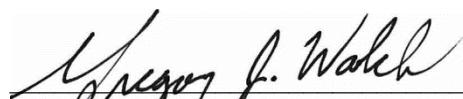
Attest:

Southern Nevada Water Authority:

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

Approved as to Form:



Gregory J. Walch, General Counsel

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

I, John J. Entsminger, 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 designated in Section 1 thereof by the short title "2021 SNWA Appointment Resolution" adopted by the Board of Directors of the Authority (the "Board") on January 21, 2021.

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:

Those Voting Nay:

Those Abstaining:

Those Absent:

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

5. Public notice of the meeting was given and the meeting was held and conducted in full compliance with the provisions of Nevada Revised Statutes ("NRS") 241.020 and, if applicable, State of Nevada Executive Department Declaration of Emergency Directive 006, as amended or extended. Unless such requirement was suspended by State of Nevada Executive Department Declaration of Emergency

Directive 006, as amended or extended, a copy of the notice of the meeting was posted not later than 9:00 a.m. of the third working day before the meeting on the State of Nevada's website, the Authority's website, if any, at the principle 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 Avenue
Boulder City, Nevada 89005;
- (ii) City of Henderson, City Hall
240 Water Street
Henderson, Nevada 89015;
- (iii) City of North Las Vegas, City Hall
2250 Las Vegas Boulevard North
North Las Vegas, Nevada 89030;
- (iv) City of Las Vegas, City Hall
495 South Main Street
Las Vegas, Nevada 89101;
- (v) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89106;
- (vi) Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada 89122;
- (vii) Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, Nevada 89106;
- (viii) Las Vegas Valley Water District
1001 S. Valley View Boulevard
Las Vegas, Nevada 89107;

and

By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in accordance with the provisions of Chapter 241 of NRS.

6. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit A.

7. Upon request, the Authority provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the 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 January 21, 2021.

John J. Entsminger, Secretary
Southern Nevada Water Authority

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 21, 2021

Subject:

Interlocal Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the Clark County School District and the Authority for the School District's conversion of up to 24 live-turf football fields to artificial turf in exchange for Authority rebates in the amount of \$6,883,077, authorize a cost contingency not to exceed \$688,308, and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

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.

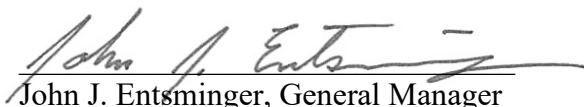
Background:

The Authority offers rebates through the Water Efficient Technologies (WET) Program for capital improvements that produce long-term water savings. Since 2007, the Clark County School District (CCSD) has completed ten WET projects producing more than 24 million gallons in estimated water savings.

Through this agreement, if approved, CCSD will replace live turf with artificial turf at up to 24 CCSD high school football fields within the Authority's service area. The proposed conversions are estimated to reduce water use by more than 120 million gallons annually. Upon completion of each field, the Authority will inspect and verify the project and pay CCSD \$3.30 for each square foot of live turf replaced. The estimated total amount to be rebated is \$6,883,077. This agenda item authorizes a 10 percent cost contingency in the event the measurements from the verification of completed projects exceed the original estimates.

This agreement is authorized 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 this agreement.

Respectfully submitted:


John J. Entsminger, General Manager

JJE:CNP:ZLM:DB:PW:cec:nh

Attachment

AGENDA
ITEM #

4

**INTERLOCAL AGREEMENT
BETWEEN THE
CLARK COUNTY SCHOOL DISTRICT
AND THE
SOUTHERN NEVADA WATER AUTHORITY
FOR WATER EFFICIENT TECHNOLOGIES PROJECTS – ALTERNATIVE RECREATIONAL SPORTING
SURFACES**

This Water Efficient Technologies Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 20__ ("Effective Date"), by and between Clark County School District a political subdivision of the State of Nevada ("District") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). The District and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority has implemented the Water Efficient Technologies Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs through the adoption and installation of water efficient technologies; and

WHEREAS, the Program accomplishes its goal by making incentive rebate payments to participants who install technologies that reduce or eliminate consumptive and non-consumptive water pursuant to Program requirements; and

WHEREAS, District owns or has a Recreation & Public Purposes Lease from the Bureau of Land Management (BLM) on real property on twenty-four (24) addresses defined by Assessor's Parcel Number(s), and the list of Projects and their corresponding football field square footage and calculated incentive is listed in Exhibit 1; and

WHEREAS, District has submitted a Program application for each of the proposed alternative sporting surface projects ("Project(s)") and the Authority has conducted a pre-conversion site review, which found the proposed Projects compliant with the Program's requirements; and

WHEREAS, approved alternate recreational sporting surface installed in place of live grass, the incentive will be calculated at \$3.30 per square foot of surface, excluding labor, tax, shipping and other related costs, not to exceed \$300,000.00 per project ("Program Rebate"). The District will be converting twenty-four (24) Projects from live turf to artificial turf; and

WHEREAS, after District has completed the installation of a Project's alternative sporting surface, the Authority will conduct a final inspection, as defined in Section 7 of this Agreement to determine if the District has complied with Program requirements.

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.** This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby the District will receive a Program Rebate from the Authority for satisfactorily completing the Project.

2. Pre-Conversion Eligibility

- a. The District must be the property owner or the property owner's agent. In instances where the District is the owner of a BLM patent there is a reversionary clause and therefore BLM has a controlling interest.
- b. The Project must conserve water from a service account(s) in good standing with a member agency of the Authority.
- c. The Authority must deem the Project to be within the scope of an existing, on-going business or manufacturing process. The Project cannot be a change in the business type or product type.

3. Technical Requirements

- a. Only capital improvements determined by the Authority to conserve at least one hundred thousand (100,000) gallons per year qualify to convert live grass to an approved recreational surface that does not use water.
- b. The Project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first. In instances where the District is the owner of a BLM patent there is a reversionary clause and therefore BLM has a controlling interest. In the event the equipment requires replacement prior to the ten-year contract requirement, it must be replaced with equipment of equal or greater water efficiency.

4. Calculation of Water Savings and Rebates

- a. Authority has total and final right in determining the potential water savings for each type of Project and the costs of that Project eligible for rebate. If water efficiency of a replacement device is subject to a regulatory code or standard, only the water savings exceeding the code or standard will be considered in the rebate calculation. Water savings calculations will not include water use attributable to degradation, malfunction or other defects of existing equipment.
- b. Menu Item Applications. The Menu of qualifying technologies and their incentive values is available from Authority. Payment will equal the listed maximum incentive amount, or fifty (50%) percent of the product purchase price, excluding labor, tax, shipping and other related costs, whichever is less. For select Menu items, Authority may provide an incentive for installations in new buildings at a reduced incentive level. Projects that may qualify for incentive as an original installation are identified on the menu with an associated incentive level.
- c. Multi-year Payments. For qualifying technologies installed under a multi-year contract between the property owner and vendor, the Authority will make multiple incentive payments based on the duration of the contract and the calculated water savings, calculated incentive/number of years in the contract. Terms of multi-year payments shall be specified by letter and will include one hundred dollars (\$100.00) in fees deducted from the incentive award to defray the extra administrative costs associated with managing the incentive over multiple years. The incentive will otherwise be awarded as specified above.
- d. Alternate Sporting Surface. For approved surfaces installed where landscape is replaced, the converted area must sustain outdoor recreation value. Parks and schools converting to sports and recreation surfaces will receive \$3.30 per square foot of surface up to \$300,000.00 per project per Authority fiscal year. Sporting surfaces can be done with artificial turf, concrete, permeable concrete, decomposed granite, chat, or any Authority approved surface. If a Project replaces irrigated landscape the irrigation system shall be modified to appropriately exclude the project area without compromising efficiency of the system.

5. Terms of Program Rebate

- a. Participation is conditional upon acceptance of the project by the Authority. Applications will be accepted or rejected in writing. Letters of approval may specify additional terms and requirements, which will become part of this Agreement.
- b. The Authority reserves the right to limit or reject applications subject to availability of funds.

- c. Each Project is limited to \$300,000.00 in approved payments per Authority fiscal year.
- d. Upon Project completion, the Authority will conduct a final inspection to verify compliance with the Program conditions. If the Project fails inspection, the District will be allowed sixty (60) calendar days or the remainder of the one-year period, whichever is greater, to fully comply with the Program conditions.

6. Other Responsibilities of the Applicant

- a. The Authority enforces only the conditions of this Agreement. The District is responsible for complying with all laws, policies, codes and covenants that may apply.
- b. The District is responsible for submitting calculated water savings information in electronic format.
- c. The District is responsible for any on-site water sampling needed to verify calculations.

7. **Final Inspection.** After the District notifies the Authority of the Project's completion, the Authority will conduct an inspection ("Final Inspection") to verify compliance. If the Project fails inspection, the District will have sixty (60) calendar days or the remainder of the one-year period, whichever is greater, to take corrective action to fully comply with the Program's conditions. The Authority will provide the District with notice of the time, and subsequently the results, of the Final Inspection.

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 District 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 District:	Clark County School District Real Property Management Attn: Linda Perri, Director 1180 Military Tribute Place Henderson, Nevada, 89074 Office: (702) 799-5214
With a copy to:	Clark County School District Office of General Counsel Attn: General Counsel 5100 W. Sahara Avenue, 3 rd Floor Las Vegas, Nevada, 89146 Office: (702) 799-5373
To the Authority:	Conservation Division Southern Nevada Water Authority 1001 S. Valley View Blvd., MS 110 Las Vegas, NV 89153
With copy to:	Office of the General Counsel 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. This Section 12 does not apply to schools located on BLM lands.
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. This Section 13 does not apply to schools located on BLM lands.
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 District'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. **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. This Section 16 does not apply to schools located on BLM lands. The Parties agree to use their best efforts to carry out the intent of this Agreement.

17. **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. The District's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The District's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
18. **Approval.** This Agreement will not be effective until it is approved by the respective governing body of each Party and executed by the duly authorized representative of each Party.
19. **Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which the Parties' respective governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date on which the Agreement has been signed and dated by each Party following approval by the respective Party's governing body.
20. **Governing Law and Venue.** With the exception of schools located on BLM lands, 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. For schools located on BLM lands, federal law(s) may govern.
21. **Remedies Cumulative.** The various rights, options, elections and remedies of the District contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.
22. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.
23. **No Real Property Interest.** It is expressly understood that this Agreement establishes a contractual right and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the Authority. This Agreement is not exclusive, and the District specifically reserves the right to allow other agreements within the vicinity of the Property that do not interfere with the access and use provided herein.
24. **Term.** This Agreement will commence at the Effective Date and conclude on or before October 29, 2021 unless a time extension is granted per Section 24 of this Agreement or until the Property is relinquished to the BLM or no longer under District control.
25. **Extension of Time.** The term of this Agreement can be extended by a letter signed and dated by both Parties listing any and all changes. Any significant changes to the original terms will require execution of an amendment by the Parties.
26. **Revocation.** This Agreement may be revoked by the District with at least thirty (30) calendar days written notice at any time prior to acceptance of the Rebate. Notice shall be in accordance with Section 11 of this Agreement.
27. **Modification of Terms.** In the event it is determined that either Party's performance under this Agreement conflicts with the terms of District policies/guidelines, the Patent or any state or federal policy or law, the Parties

agree to negotiate to modify this Agreement, in whole or in part, to resolve the conflict. Inasmuch as possible, the intent of this Agreement shall be preserved.

28. **Recording.** The District shall record this Agreement in the Official Records.
29. **Amendments.** This Agreement may not be amended or modified except by express written instrument, duly authorized 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.
30. **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. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
31. **Severability.** In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
32. **Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[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 District Action: _____

CLARK COUNTY SCHOOL DISTRICT

Jeff Wagner
Chief of Facilities

Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Linda K. Perri
Director, Real Property Management

Luke Puschnig
General Counsel

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

John J. Entsminger
General Manager

/s/ Steven C. Anderson

Steven C. Anderson
Deputy Counsel – Legal Services

Exhibit "1"

Alternative Sporting Surface Project Schools with APN

Project/School Field	Square Footage of Field	Proposed Start Date	Proposed Completion Date	SNWA Incentive Amount	Parcel Number
Coronado HS	87505	8/3/2020	1/14/2002	\$288,766.50	17736103013
Chaparral HS	73986	8/3/2020	1/14/2002	\$244,153.80	16118701001
Foothill HS	88800	8/3/2020	1/14/2002	\$293,040.00	17929701001
Western HS	73849	8/3/2020	1/14/2002	\$243,701.70	13930801001
Eldorado HS	95238	8/3/2020	1/14/2002	\$300,000.00	14028701001
Sierra Vista HS	87347	8/3/2020	1/14/2002	\$288,245.10	17609601002
Bonanza HS	80039	8/3/2020	1/14/2002	\$264,128.70	16302203001
Desert Pines HS	88112	8/3/2020	1/14/2002	\$290,769.60	14030302001
Basic HS	77346	8/3/2020	1/14/2002	\$255,241.80	17917702001
Total	752,222.00	90 days		\$2,468,047.20	
Annual Water Savings (Gallons)	41,372,210.00				
Silverado HS	104452	10/6/2020	1/18/2021	\$300,000.00	17723203005
Mojave HS	105129	10/6/2020	1/18/2021	\$300,000.00	12434601002
Cheyenne HS	105772	10/6/2020	1/18/2021	\$300,000.00	13905403001
Del Sol HS	88256	10/6/2020	1/18/2021	\$291,244.80	16236601054
Green Valley HS	106326	10/6/2020	1/18/2021	\$300,000.00	17804801001
Cimarron Memorial HS	105487	10/6/2020	1/18/2021	\$300,000.00	13822102002
Durango HS	104329	10/6/2020	1/18/2021	\$300,000.00	16327701012
Liberty HS	87687	10/6/2020	1/18/2021	\$289,367.10	17734301005
Desert Oasis	88552	10/6/2020	1/18/2021	\$292,221.60	17635201005
Total	895,990.00	90 days		\$2,672,833.50	
Annual Water Savings (Gallons)	49,279,450.00				
Spring Valley HS	85295	12/9/2020	3/23/2021	\$281,473.50	16315301001
Las Vegas HS	105349	12/9/2020	3/23/2021	\$300,000.00	16103801003
Centennial HS	83154	12/9/2020	3/23/2021	\$274,408.20	12624801007
Canyon Springs HS	87019	12/9/2020	3/23/2021	\$287,162.70	13903801002
Laughlin Jr/Sr. HS	90652	12/9/2020	3/23/2021	\$299,151.60	26415201001
Palo Verde HS	99281	12/9/2020	3/23/2021	\$300,000.00	13735501005
Virgin Valley HS		12/9/2020	3/23/2021	\$0.00	
Moapa HS		12/9/2020	3/23/2021	\$0.00	
Total	550,750.00	90 days		\$1,742,196.00	
Annual Water Savings (Gallons)	30,291,250.00				
Grand Total Water Savings (Gallons)	120,942,910.00	Grand total Incentive		\$6,883,076.70	
Cost per ACFT over 10 year field life	\$ 1,854.48				

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 21, 2021

Subject:

Interlocal Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement between the Clark County School District and the Authority whereby the School District will make modifications to cooling towers at up to 61 schools in exchange for Authority rebates not to exceed \$918,000, and to sign any ministerial documents necessary to effectuate the transaction.

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:

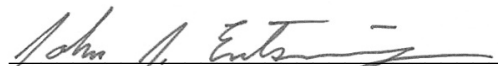
The Authority offers rebates through the Water Efficient Technologies (WET) Program for capital improvements that produce long-term water savings. Since 2007, the Clark County School District (CCSD) has completed 10 WET projects producing more than 24 million gallons in estimated water savings.

Through this agreement, if approved, the CCSD will install high efficiency drift reduction components into existing cooling towers at up to 61 schools comprising 40,800 tons of cooling capacity. Based upon the terms of the Authority's WET Program, a maximum rebate of up to \$22.50 per ton of capacity is available, resulting in a not-to-exceed amount of \$918,000. Whereas the program limits rebates to 50 percent of actual costs, rebates for similar projects have typically been lower than the maximum amount. The Authority will review the CCSD's project costs upon completion of each project to determine the rebate.

Collectively, the proposed improvements are estimated to save more than 10 million gallons of consumptive water annually, and more than 100 million gallons over the projects' ten-year lifetimes.

This agreement is authorized 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 this agreement.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:CNP:ZLM:DB:PW:cec:nh
Attachment

AGENDA
ITEM #

5

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY SCHOOL DISTRICT
AND THE
SOUTHERN NEVADA WATER AUTHORITY
FOR WATER EFFICIENT TECHNOLOGIES PROJECTS – COOLING TOWER RETROFIT**

This Water Efficient Technologies Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between Clark County School District a political subdivision of the State of Nevada ("District") and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"). The District and the Authority are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority has implemented the Water Efficient Technologies Program ("Program") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs through the adoption and installation of water efficient technologies; and

WHEREAS, the Program accomplishes its goal by making incentive rebate payments to participants who install technologies that reduce or eliminate consumptive and non-consumptive water pursuant to Program requirements; and

WHEREAS, District owns or has a Recreation & Public Purposes Lease from the Bureau of Land Management (BLM) on real property on sixty-one (61), addresses defined by Assessor's Parcel Number(s), and Projects and their corresponding estimated calculated incentive are listed in Exhibit 1; and

WHEREAS, District desires to install approved high efficiency drift elimination packing that will reduce the consumptive use of water. Qualifying cooling tower projects ("Project(s)") shall be installed in accordance with the Program conditions ("Menu"), as described in Exhibit 2; and

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

WHEREAS, after the District has completed the installation of a Project, the Authority will conduct a final inspection, as defined in Section 7 below, to determine if the District has complied with Program requirements. The Authority will calculate the Rebate based on the technology and consumptive and or non-consumptive water savings; and

WHEREAS, for Projects installed and listed on the Menu, the prescribed incentive will be calculated at \$22.50 per ton of cooling or fifty percent (50%) of the real product purchase price, excluding labor, tax, shipping and other related costs, whichever is less, not to exceed \$100,000.00; and

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.** This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby the District will receive a Program Rebate from the Authority for satisfactorily completing the Project.

2. Pre-Conversion Eligibility

- a. The District must be the property owner or the property owner's agent. In instances where the District is the owner of a BLM patent there is a reversionary clause and therefore BLM has a controlling interest.
- b. The Project must conserve water from a service account(s) in good standing with a member agency of the Authority.
- c. The Authority must deem the Project to be within the scope of an existing, on-going business or manufacturing process. The Project cannot be a change in the business type or product type.

3. Technical Requirements

- a. Only capital improvements determined by the Authority to conserve at least one hundred thousand (100,000) gallons per year.
- b. The Project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first. In instances where the District is the owner of a BLM patent there is a reversionary clause and therefore BLM has a controlling interest. In the event the equipment requires replacement prior to the ten-year contract requirement, it must be replaced with equipment of equal or greater water efficiency.

4. Calculation of Water Savings and Rebates

- a. Authority has total and final right in determining the potential water savings for each type of Project and the costs of that Project eligible for rebate. If water efficiency of a replacement device is subject to a regulatory code or standard, only the water savings exceeding the code or standard will be considered in the rebate calculation. Water savings calculations will not include water use attributable to degradation, malfunction or other defects of existing equipment.
- b. Menu Item Applications. The Menu of qualifying technologies and their incentive values is available from Authority. Payment will equal the listed maximum incentive amount, or fifty (50%) percent of the product purchase price, excluding labor, tax, shipping and other related costs, whichever is less. For select Menu items, Authority may provide an incentive for installations in new buildings at a reduced incentive level. Projects that may qualify for incentive as an original installation are identified on the menu with an associated incentive level.
- c. Multi-year Payments. For qualifying technologies installed under a multi-year contract between the property owner and vendor, the Authority will make multiple incentive payments based on the duration of the contract and the calculated water savings, calculated incentive/number of years in the contract. Terms of multi-year payments shall be specified by letter and will include one hundred dollars (\$100.00) in fees deducted from the incentive award to defray the extra administrative costs associated with managing the incentive over multiple years. The incentive will otherwise be awarded as specified above.

5. Terms of Program Rebate

- a. Participation is conditional upon acceptance of the project by the Authority. Applications will be accepted or rejected in writing. Letters of approval may specify additional terms and requirements, which will become part of this Agreement.
- b. The Authority reserves the right to limit or reject applications subject to availability of funds.
- c. Upon Project completion, the Authority will conduct a final inspection to verify compliance with the Program conditions. If the Project fails inspection, the District will be allowed sixty (60) calendar days or the remainder of the one-year period, whichever is greater, to fully comply with the Program conditions.

6. Other Responsibilities of the Applicant

- a. The Authority enforces only the conditions of this Agreement. The District is responsible for complying with all laws, policies, codes and covenants that may apply.
- b. The District is responsible for submitting calculated water savings information in electronic format.
- c. The District is responsible for any on-site water sampling needed to verify calculations.

7. Final Inspection. After the District notifies the Authority of the Project's completion, the Authority will conduct an inspection ("Final Inspection") to verify compliance. If the Project fails inspection, the District will have sixty (60)

calendar days or the remainder of the one-year period, whichever is greater, to take corrective action to fully comply with the Program's conditions. The Authority will provide the District with notice of the time, and subsequently the results, of the Final Inspection.

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 District 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 District:	Clark County School District Real Property Management Attn: Linda Perri, Director 1180 Military Tribute Place Henderson, Nevada, 89074 Office: (702) 799-5214
With a copy to:	Clark County School District Office of General Counsel Attn: General Counsel 5100 W. Sahara Avenue, 3 rd Floor Las Vegas, Nevada, 89146 Office: (702) 799-5373
To the Authority:	Conservation Division Southern Nevada Water Authority 1001 S. Valley View Blvd., MS 110 Las Vegas, NV 89153
With copy to:	Office of the General Counsel 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. This Section 12 does not apply to schools located on BLM lands.

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. This Section 13 does not apply to schools located on BLM lands.
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 express written instrument, duly authorized 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. **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.
17. **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. The District's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. The District's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
18. **Approval.** This Agreement will not be effective until it is approved by the respective governing body of each Party and executed by the duly authorized representative of each Party.
19. **Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which each Party's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date on which the Agreement has been signed and dated by each Party following approval by the respective Party's governing body.
20. **Governing Law and Venue.** With the exception of schools located on BLM lands, 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. For schools located on BLM lands, federal law(s) may govern.
21. **Remedies Cumulative.** The various rights, options, elections and remedies of the Parties contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.
22. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.
23. **No Real Property Interest.** It is expressly understood that this Agreement establishes a contractual right and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the

Property to the Authority. This Agreement is not exclusive, and the District specifically reserves the right to allow other agreements within the vicinity of the Property that do not interfere with the access and use provided herein.

24. **Term.** This Agreement will commence at the Effective Date and conclude on or before February 28, 2023 unless a time extension is granted as provided in Section 15 of this Agreement or until the Property is relinquished to the BLM or no longer under District control.
25. **Extension of Time.** The term of this Agreement can be extended by a letter signed and dated by both Parties listing any and all changes. Any significant changes to the original terms will require execution of an amendment by the Parties.
26. **Revocation.** This Agreement may be revoked by the District with at least thirty (30) calendar days written notice at any time prior to acceptance of the Rebate. Notice shall be in accordance with Section 11 of this Agreement.
27. **Modification of Terms.** In the event it is determined that either Party's performance under this Agreement conflicts with the terms of District policies/guidelines, the Patent or any state or federal policy or law, the Parties agree to negotiate to modify this Agreement, in whole or in part, to resolve the conflict. Inasmuch as possible, the intent of this Agreement shall be preserved.
28. **Recording.** The District shall record this Agreement in the Official Records.
29. **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. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
30. **Severability.** In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
31. **Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[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 District Action: _____

CLARK COUNTY SCHOOL DISTRICT

Jeff Wagner
Chief of Facilities

Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Linda K. Perri
Director, Real Property Management

Luke Puschnig
General Counsel

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 "1"

Cooling Tower Repacking (Drift Elimination) Clark County School District

Project Scope: Clark County School District will install high efficiency drift reduction components into existing cooling towers at the below listed 61 schools comprising 40,800 tons of cooling capacity. Based upon the terms of the Authority's WET Program, a maximum rebate of up to \$22.50 per ton of capacity is available, resulting in a not to exceed potential rebate of \$918,000. Whereas the program limits rebates to 50 percent of actual costs, the Authority will review project costs upon completion of each project to determine the rebate.

School	APN		School	APN
Batterman	16331101009 16331101015		Carson	13922302001
Braken	13925202001		Rancho	13926501001
Cahlan	13914203002		Cox, C	14007101002
Liberty	17734301005		Craig	13912302002
Schofield	17714301020 17714301025		Cram	12421201001
Spring Valley	16315301001 16315401002		Dickens	12331101003
Steele	17610602015		Sunrise Mountain	14014401001
Valley	16211601001		Mojave	12434601002
West Prep	13921301013		Beatty	17715401001
White	16133201002		Dearing	16108301001
Becker	13820110002		Del Sol	16236601054
Bozarth	12613701016		Taylor G	17725602022
Canyon Springs	13903801002		Greer Center	16224103001
Cheyenne	13905403001		Hinman	17801701002
Culley	13825201001		SECTA	16132501002
Fitzgerald	13916702001		McCaw	17918802009 17919502002
Goolsby	16414515005		Canarelli	17611701023
Lied	12525603001		Hummel	17728503003 17728503005
Molasky	13809601004		Red Rock	13836201001
Neal	12526202001		Wright	17621401021
Ober	16412710005		Green Valley	17804801001
O'Roarke	12505803004		Stuckey	17636801014 17731401008
Rhodes	12516711002		Schorr	19104501005
Rogich	13726810001		Guinn	16323501001
Shadow Ridge	12512501002 12512502001		Brown MS	17909101010 17909209007
Wolfe	17735710002		Cortney	16128301002 16128301003
Hickey	14014401001		Greenspun	17817601001
Lyon, Mack	07013302006		Lawrence	16320602001 16320605001
Wilhelm	13910101005		J. Bowler	00226801006
Morrow	17921601007		Jeffers	14019103011
LV Academy	13934710038 13934710039 13934712018			

Exhibit “2”

Approved “Menu” Technologies

MENU of PRE-APPROVED WET TECHNOLOGIES

Project Type	Minimum Project Size	Maximum Incentive
High Efficiency Toilets (HETs) with an average flush volume of no more than 1.28 gpf, tested to flush at least 350 grams, must be WaterSense qualified models	58 fixtures	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) • Or \$50 per fixture, whichever is less • Original and retrofit installations for HETs are rebated at the same levels
High Efficiency Urinals with an average flush volume of no more than 0.5 gpf. Must be WaterSense qualified models.	5 fixtures	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) • Or \$325 per fixture retrofit (\$150 per fixture on original installations), whichever is less
Waterless urinals	3 fixtures	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) • Or \$675 per fixture retrofit (\$325 per fixture on original installations), whichever is less
Showerhead models incorporate an integrated, non-removal flow restrictor with a maximum flow rate no more than 2.0 gallons per minute at 80 PSI. Must be WaterSense qualified models.	A sufficient combination of retrofit rooms and flow reduction to conserve 100,000 gallons annually	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) • Or \$50 per fixture (\$25 per fixture for original installations), whichever is less
Conversion of existing living turf sporting surfaces to alternative sporting surfaces for sports fields and play surfaces	1,370 square feet minimum converted per facility	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) • Or \$3.30 per square foot, whichever is less
Retrofit water-cooled air conditioning to conventional A/C	5 tons capacity	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) • Or \$950 per ton capacity, whichever is less
Retrofit standard cooling tower drift reducers to high efficiency drift elimination technologies (with drift of no more than 0.005 percent of tower flow rate). A cooling tower can only qualify once for this rebate.	200 tons capacity retrofit (may pool savings across multiple facilities)	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) • Or \$22.50 per ton capacity, whichever is less
Retrofit standard cooling tower controllers with a control system that includes a demonstrated history of water savings from past projects performed under SNWA's Water Efficient Technologies Program Performance Track	14 tons capacity retrofit (may pool across multiple facilities)	<ul style="list-style-type: none"> • 50 percent of the real product costs (excluding labor) or \$150 for every ton capacity retrofit, whichever is less

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 21, 2021

Subject:
Construction Award

Petitioner:
Doa J. Ross, Deputy General Manager, Engineering

Recommendations:
That the Board of Directors award a contract for the reconstruction of two existing erosion control structures at the Las Vegas Wash to Las Vegas Paving Corporation for the amount of \$4,700,000, authorize a change order contingency amount not to exceed \$470,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

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

Background:

Contract No. 810I, Final Weir Modifications (Contract), provides for the clearing, site preparation, excavating, grading, permitting, and reconstruction of two existing erosion control structures with the use of rock rip rap at the Las Vegas Wash.


Sealed bids were received and publicly opened on December 9, 2020. A tabulation of the bids received is listed below:

Las Vegas Paving Corporation	\$4,700,000
TAB Contractors, Inc.	\$7,984,270

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

This action is authorized pursuant to NRS 338.1389 and Sections 6(e) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:DJR:PJJ:SO:TS:evw
Attachments

AGENDA
ITEM #

6

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<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:						
Corporate/Business Entity Name: Las Vegas Paving Corporation						
(Include d.b.a., if applicable)						
Street Address:		4420 S. Decatur Blvd.		Website: www.lasvegaspaving.com		
City, State and Zip Code:		Las Vegas, NV. 89103		POC Name: Darren Keser		
				Email: Darren.keser@lasvegaspaving.com		
Telephone No:		702-251-5800		Fax No: 702-251-4891		
Nevada Local Street Address:		Same		Website: Same		
(If different from above)						
City, State and Zip Code:		Same		Local Fax No: Same		
Local Telephone No:		Same		Local POC Name: Same		
				Email: Same		

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)
Mendenhall Family Trust	Owner	100%
Paula C. Mendenhall	Trustee	

This section is not required for publicly-traded corporations.

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

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


 Signature

Ryan M. Mendenhall
 Print Name

Director
 Title

December 11, 2020
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For Entity Use Only:

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

☒ No Disclosure

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

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

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

Notes/Comments:



Signature

shannon ono

Print Name

Authorized Department Representative

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and Las Vegas Paving Corporation

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: Final Weir Modifications

Contract No: 810I

Public Works Project Identifying Number: CL-2021-96

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

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

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

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this
11 day of December, 2020.

[CONTRACTOR'S NAME]

Las Vegas Paving Corporation

By:



Signatory Empowered to Bind Contractor

Ryan M. Mendenhall

Type or Print Name

Director

Official Title

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

SOUTHERN NEVADA WATER AUTHORITY

By:

John J. Entsminger
General Manager

Approved as to Form:

Attorney for Southern Nevada Water Authority

END OF DOCUMENT

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 21, 2021

Subject:

2021 Commercial Paper Refunding Consent Resolution

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution consenting to the refunding of the Authority's remaining commercial paper program debt and requesting the Las Vegas Valley Water District to issue general obligation (additionally secured by SNWA pledged revenues) refunding bonds in the maximum principal amount of \$257,610,000.

Fiscal Impact:

The debt service will be paid from each fiscal year's operating budget.

Background:

On July 1, 1996, the Southern Nevada Water Authority (Authority) and Las Vegas Valley Water District (District) entered into the Master Bond Repayment Agreement (MBRA). The MBRA authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt issued under the MBRA. The MBRA requires the Authority to pay the costs of debt issued under the MBRA.

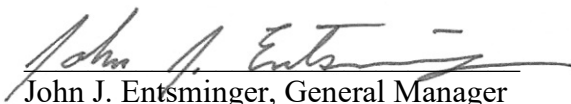
On March 10, 2004, under the MBRA, the District began a Tax-Exempt Commercial Paper program (TECP) for the Authority, authorizing up to \$400 million in general obligation commercial paper notes additionally secured by SNWA revenues (Notes). Proceeds from the sale of the Notes were used to fund capital expenditures of the Authority. The Notes have a maturity date from one to 270 days after issuance. Each time the Notes are issued, the interest rate of the Notes can change to reflect market conditions at the time of issuance.

On March 3, 2020, the District refunded \$150 million of the \$400 million outstanding TECP funds with fixed rate bonds. Approximately \$250 million TECP funds remain outstanding and are supported by a credit facility provided by Sumitomo Mitsui Banking Corporation that will expire on April 2, 2021.

The Authority now seeks to refinance the remaining TECP funds through the issuance of fixed rate bonds under the MBRA. This will eliminate the risk of future variable interest rate increases. The attached resolution formally consents to the refunding and requests the Board of Directors of the District to issue general obligation refunding bonds in the maximum aggregate amount of \$257,610,000. The District Board is scheduled to consider a separate resolution authorizing the issuance of the refunding bonds at its meeting on March 2, 2021.

The Authority's bond counsel has reviewed and approved the attached resolution. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:


John J. Entsminger, General Manager

JJE:EKB:RS:MC:kn

Attachment

AGENDA
ITEM #

7

Summary – a resolution consenting to the refunding of some or all of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) Water Commercial Paper Notes (SNWA Revenue Supported), Series 2004A (the “Notes”) 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 \$257,610,000 in one or more series to refund some or all of the Notes.

RESOLUTION

A RESOLUTION CONSENTING TO THE REFUNDING OF SOME OR ALL OF THE OUTSTANDING WATER COMMERCIAL PAPER NOTES 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) IN ONE OR MORE SERIES; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Las Vegas Valley Water District (the “District”) has previously issued its General Obligation (Limited Tax) Water Commercial Paper Notes (SNWA Revenue Supported), Series 2004A (the “Notes”), 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 any portion of the Notes may be refunded; and

WHEREAS, the Board of Directors (the “Board”) of the Authority deems it advisable for the District to issue refunding bonds in one or more series in an aggregate principal amount not to exceed \$257,610,000 for the purpose of refunding some or all of the Notes.

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 “2021 Commercial Paper Refunding SNWA Consent Resolution.”

Section 2. Pursuant to Section 5 of the MBRA, the Board hereby consents to the refunding of a some or all of the Notes. 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 one or more series in the maximum aggregate principal amount of \$257,610,000 to refund some or all of the Notes, with such refunding bonds being issued by the District Board on a parity with its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2020A or any lien level subordinate thereto at the discretion of the District Board.

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 January 21, 2021.

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 January 21, 2021.

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 B. Gibson
Justin Jones
Marilyn K. Kirkpatrick
John Lee
Dan H. Stewart

Those Voting Nay:

Those Abstaining:

Those Absent :

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

5. Public notice of each meeting was given, and the meeting was held and conducted, in full compliance with the provisions of NRS 241.020 and, if applicable, any emergency directives then in effect, as amended or extended. Unless such requirement was suspended by any

emergency directive, a copy of the notice of each meeting was posted not later than 9:00 a.m. of the third working day before the meeting at:

- (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 January 21, 2021 meeting.

6. A copy of the notice so given of the meeting of the Board held on January 21, 2021 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 January 21, 2021.

John J. Entsminger, Secretary
Southern Nevada Water Authority

Exhibit A

(Attach Copy of Notice of Meeting)

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

January 21, 2021

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.

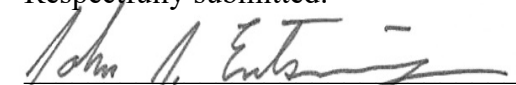
Background:

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:df

AGENDA
ITEM #

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