

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – SEPTEMBER 21, 2023

BOARD CHAMBERS, SOUTHERN NEVADA WATER AUTHORITY
100 CITY PARKWAY, SEVENTH FLOOR, LAS VEGAS, NEVADA

Board of Directors

Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scott Black
Olivia Diaz
Jim Gibson
Justin Jones
Steve Walton

John J. Entsminger,
General Manager

Date Posted: September 14, 2023

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 S. 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 S. 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. Public comment received through September 20, 2023, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of July 20, 2023.

CONSENT AGENDA Items 2 – 9 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$196,746.
3. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Septic System Conversion Program, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.
4. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Water Efficient Technologies Program, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.

5. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Water Smart Landscapes Program, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.
6. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Calico Ridge Rate of Flow Control Station, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.
7. *For Possible Action:* Approve and authorize the General Manager to enter into an assistance agreement between the Bureau of Reclamation and the Authority for a septic conversion project, accept funding in the amount of \$1,747,500, provide a matching contribution of up to \$1,747,500, and authorize the General Manager to approve future modifications to the assistance agreement if the future modifications do not fiscally impact the Authority.
8. *For Possible Action:* Ratify the execution of a Subgrant Award Agreement between the Nevada Department of Wildlife and the Authority to accept a grant in an amount not to exceed \$3,119,500 to construct a buried water pipeline for raw water from existing Lake Mead intake facilities to the Nevada Department of Wildlife Fish Hatchery and authorize the General Manager to approve future modifications that do not impact the Authority.
9. *For Possible Action:* Adopt a resolution clarifying and expanding the administrative authority of the General Manager and his designees, and ratifying previous action taken in accordance therewith.

BUSINESS AGENDA

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 North Las Vegas and the Authority to convert more than 2.4 million square feet of cool season turfgrass to warm season turfgrass through the Authority's Water Efficient Technologies Program, for an amount not to exceed \$1,000,000.
11. *For Possible Action:* Award a bid for the purchase of data center communications room equipment to Leading Edge Design Group Inc., in an amount not to exceed \$1,041,783 and authorize the General Manager, or designee, to sign the purchase agreement.
12. *For Possible Action:* Award a contract for the installation of electrical equipment to Lakeland Electric, Inc., in the amount of \$1,198,714, authorize a change order contingency amount not to exceed \$110,000, and authorize the General Manager to sign the construction agreement.
13. *For Possible Action:* Ratify the Authority's intervention in Public Utility Commission Docket 23-06007, Nevada Energy's General Rate Application case, and authorize its continued participation in the matter.
14. *For Information Only:* Receive a presentation on the collaboration among Las Vegas Grand Prix, Inc., WaterStart Channels for Innovation, MGM Resorts International and the Authority.
15. *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 initiatives, activities on the Colorado River, and water resource acquisition and development.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Southern Nevada Water Authority. Please limit your comments to three minutes or less and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. No action may be taken upon a matter not listed on the posted agenda.

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
JULY 20, 2023
MINUTES**

CALL TO ORDER 9:06 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scott Black
Olivia Diaz
Jim Gibson
Justin Jones
Steve Walton

BOARD MEMBERS ABSENT None

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

OTHERS PRESENT None

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

COMMENTS BY THE GENERAL PUBLIC

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

John Hiatt spoke concerning item 14. He said he supported the septic conversion program but said that the program would be more cost effective when entire streets were converted to municipal sewer instead of allowing single, voluntary conversions. He suggested that the incentive be reduced for homes that waited to convert. He said that local development policies where new construction pays to extend infrastructure, such as water and sewer, have not served the community very well. There needs to be a system put in place to extend sewer to isolated parcels throughout the county and city.

Diane Henry spoke concerning item 14. She asked about the differences between the 100 percent-funded septic conversion program in Assembly Bill 220 (AB220) and the program being proposed by the SNWA. She also spoke about item 8 and said that increased water rates were adversely affecting mature trees in her neighborhood, while the SNWA and other jurisdictions are looking to plant more trees. She said her neighbors cannot afford to water their existing trees.

Brian Scroggins spoke concerning item 14. He said that he has a parcel that he cannot develop because of septic policies. He said he supported the septic conversion program.

Julie Wignall spoke concerning item 14. She said that the Authority was exerting “hydrologic despotism” on the community by introducing water policies and then enacting penalties on residents that do not comply. She said that the proposed septic conversion program was redundant and a waste of funding when AB220 already created a 100-percent funded program through the Southern Nevada Health District.

ITEM NO.

1. ***For Possible Action: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of May 18, 2023.***

FINAL ACTION: Vice Chair Stewart made a motion to approve the agenda for this meeting, and to approve the minutes from the regular meeting of May 18, 2023. The motion was approved.

2. ***For Possible Action: Appoint a chair and vice chair to preside over the Board of Directors for Fiscal Year 2023/24.***

FINAL ACTION: Director Gibson made a motion to reappoint Marilyn Kirkpatrick as chair and Dan Stewart as vice chair. The motion was approved.

3. ***For Possible Action: Receive a presentation from the Authority’s Youth Conservation Council and direct staff accordingly.***

Youth Conservation Council (YCC) members, Lily Noel and Garrett Ordonez, gave a presentation. A copy of their presentation is attached to these minutes. The Board thanked the students for their participation on the YCC.

NO ACTION REQUIRED

CONSENT AGENDA Items 4 – 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

4. ***For Possible Action:*** Approve and authorize the General Manager to sign an amendment to the agreement between Black & Veatch Corporation and the Authority for professional engineering design and construction support services for the River Mountains Water Treatment Facility Microbiology Research Laboratory Expansion Project increasing the not to exceed amount by \$715,864.
5. ***For Possible Action:*** Approve and authorize the General Manager to sign an amended and restated interlocal agreement between the City of North Las Vegas and the Authority for the conversion of approximately 2,142,200 square feet of irrigated turf with water-efficient landscaping and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction in an amount not to exceed \$4,000,000.
6. ***For Possible Action:*** Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Aquatic Ecosystem Restoration Projects grants program seeking \$20,000,000.

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

BUSINESS AGENDA

7. ***For Possible Action:*** Approve and authorize funds in an amount not to exceed \$10 million to support the installation of up to 100,000 trees under a new Tree Enhancement Program and authorize staff to implement the incentive as a supplement to the Water Smart Landscapes program.

Colby Pellegrino, Deputy General Manager – Resources, gave an overview presentation on the Tree Enhancement Program. 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.

8. ***For Possible Action:*** Approve and authorize the General Manager to enter into an agreement, in substantially the same form as attached hereto, between Green Chips, a Nevada non-profit corporation dba ImpactNV, and the Authority to support the installation of approximately 1,000 trees as part of an Urban Forest Initiative and to help fund the project for an amount not to exceed \$500,000.

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

9. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between Brown and Caldwell and the Authority to provide professional services on the Boulder City Effluent Reuse Project for an amount not to exceed \$5,000,000.

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

10. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between Parsons Corporation dba Parsons Water & Infrastructure, Inc., and the Authority for program management services for capital projects in an amount not to exceed \$150,000,000.

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

11. ***For Possible Action:*** Approve and authorize the General Manager to sign an agreement between MWH Constructors, Inc., and the Authority to provide construction manager at risk pre-construction services in support of the Ozone Equipment Upgrade Project for an amount not to exceed \$30,000,000.

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

12. ***For Possible Action:*** Award a contract for on-call repair, maintenance and construction services to MMC, Inc., in the amount of \$2,500,000, authorize a change order contingency amount not to exceed \$250,000, and authorize the General Manager to sign the construction agreement and up to four renewals.

FINAL ACTION: Director Jones disclosed that MMC, Inc., was a client of his law firm, and therefore, he would be abstaining on the item. Director Gibson made a motion to approve staff's recommendation. The motion was approved with Director Jones abstaining.

13. ***For Possible Action:*** Approve an increase to the maximum incentive issued for Water Efficient Technologies projects associated with consumptive water use reduction for evaporative cooling conversions from \$45 to \$70 per 1,000 gallons of water saved annually, ratify the rebate incentive for wet-to-dry cooling from \$950 to \$1,500 per ton converted, and remove the \$500,000 annual cap for all evaporative cooling projects that fall under the Water Efficient Technologies program.

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

14. ***For Possible Action:*** Approve guidelines for the Authority's voluntary Septic Conversion Program, including authorization for the General Manager, or its designee, to execute agreements and ministerial documents, and issue reimbursements consistent with such guidelines.

Ms. Pellegrino gave a presentation on the proposed program. A copy of her presentation is attached to these minutes.

Director Jones said he supported the program. He asked what the potential impact of the program would have on converting septic systems to municipal sewer. Ms. Pellegrino said that there was a wide variability in the costs involved in converting septic systems. She said that projects with sewer nearby could be accomplished on average for \$40,000. If projects require extending sewer main, the costs increase significantly, therefore the program would prioritize projects near sewer main. Doa Ross, Deputy General Manager – Engineering, added that as projects are approved, staff would reach out to neighbors to encourage greater participation.

Vice Chair Stewart said he supported the program, and that additional funding should be secured to ensure the success of the program. He also encouraged the different jurisdictions to work together to reduce costs and have the most impact.

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

15. ***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 initiatives, activities on the Colorado River, and water resource acquisition and development.

Ms. Pellegrino gave an update on water resources and conservation initiatives. A copy of her presentation is attached to these minutes. Chair Kirkpatrick pointed out that Southern Nevada was not the only community working to conserve and protect water resources. She said that more than 270 municipalities in the West, such as communities in Arizona, Utah and New Mexico, were following Southern Nevada's example and implementing conservation programs. Ms. Pellegrino said that St. George, Utah, implemented an excessive use charge that was modeled after the Las Vegas Valley Water District's charge. Two dozen entities have adopted nonfunctional turf standards. Scottsdale, Arizona, just implemented an ordinance prohibiting turf in front yards. Across the West, communities are looking at Southern Nevada as an example in how to conserve water and deal with potential future water shortages on the Colorado River.

NO ACTION REQUIRED

Public Comment

Cheryl Pastore said that some septic system conversions will be more complicated than others which might deter some homes from converting.

Brigitte Solvie said that well owners with pools were being prevented from filling their pools from a water service due to recent changes in municipal water policies. She said that without those services, well owners were unable to fill their pools after draining for maintenance or repairs. She asked for the Board to continue the discussion and find a suitable resolution.

Michele Tombari asked about details with the septic conversion program when private cul de sacs were involved. She also asked if permit fees were part of the eligible costs covered in the conversion program. Staff took her information to answer her questions.

Laura McSwain said she supported efforts to plant trees to lower heat in the Valley. She also said that larger lots have the opportunity to accommodate more trees, but water use thresholds under the excessive use charge do not take that into consideration.

Robert Hillsman said that the septic conversion program was not going to be helpful to areas like section 10 where he lived because sewer lines were not available in that area. He said that excessive use charges were implemented unfairly while he and many of his neighbors were focused on proposed septic legislation.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 10:18 a.m.



YOUTH CONSERVATION COUNCIL

- Created in 1999 by the SNWA Board of Directors
- Explore the water sustainability challenges facing Southern Nevada and the design solutions needed to address those challenges
- Learn about the many educational and professional paths that support resource management and conservation
- Field trips expose students to water management in action
- Share knowledge with the public at the Springs Preserve Earth Day Event



7/20/2023



LEARNING

7/20/2023



- Engage visitors in the topics of water resources, conservation and desert adaptation
- Inform visitors of water challenges facing our community
- Encourage visitors to be part of the solution

7/20/2023



ENGAGEMENT



7/20/2023



URBAN HEAT ISLANDS

Cities are incorporating UHI reduction strategies to help lower urban temperatures and improve resilience extreme heat.

UHI Adaptation Strategies:

- Implementing new development policies for building/infrastructure and landscape design.
- Retrofitting roofs and pavements with cool/reflective materials.
- Increasing vegetation, including tree canopy coverage.




SNWA POLICIES

The SNWA's Water Smart Landscapes (WSL) program requires participants to achieve 50 percent canopy coverage at plant maturity.

At a Glance:

- Conversion area not covered by vegetation is exposed to solar radiation, which contributes to UHI.
- Increasing tree canopy coverage will improve cooling, comfort and air quality, and support climate change adaptation in Southern Nevada.



Canopy coverage includes trees, shrubs and groundcovers.

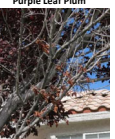
OTHER CHALLENGES

Some popular tree species are at or near their maximum heat tolerance. Current and changing climate conditions play a key role in tree survival.


At a Glance:

- Several at-risk tree species are already showing signs of decline in our community.
- These trees are planted in significant numbers in all areas of the community.
- SNWA has communicated with nurseries and landscape companies; updated the Regional Plant list in 2021.

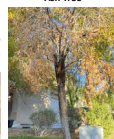
Purple Leaf Plum



Afghan Pine



Ash Tree



New trees are needed to mitigate unavoidable tree loss due to climate change and address urban heat island.


PROPOSED PROGRAM
WSL TREE ENHANCEMENT PROGRAM

TREE ENHANCEMENT PROGRAM

The SNWA is targeting the installation of 100,000 trees through a new Tree Enhancement Program, offered as a companion to the WSL program incentive.

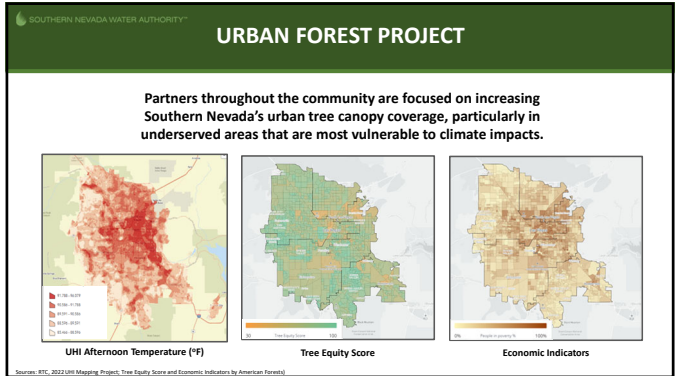
Tree Program Proposal:

- The SNWA will pay new WSL participants a \$100 per tree bonus for all **new** tree installations (up to 100 percent canopy coverage).
- The tree bonus is in addition to the existing WSL rebate.
- The program includes some restrictions on tree types and sizes. Visit snwa.com for details.



The program design makes it easy for applicants to participate and SNWA to administer.

PROPOSED PROGRAM SNWA URBAN FOREST PROJECT



URBAN FOREST PROJECT

The SNWA is targeting the installation of 1,000 trees in at-risk areas of the community by the end of 2026 through collaboration with ImpactNV.

Reaching At-Risk Communities:

- ImpactNV, a local non-profit, is already coordinating with local jurisdictions to support tree planting initiatives.
- The project will focus tree placement efforts in areas where populations are most vulnerable to extreme heat, targeting high-use areas to maximize public benefit.
 - Schools, parks and recreation centers
 - Commerce and community centers
 - Mass transit terminals, high-traffic pedestrian routes
 - Residential community common areas



URBAN FOREST PROJECT

ImpactNV has deep roots in our community; they have the capacity to support this effort and can hit the ground running.

ImpactNV Responsibilities:

- Recruit non-SFR property owners in select neighborhoods.
- Secure liability releases/easements and tree care commitments.
- Source and secure preferred trees.
- Contract/coordinate labor and installations.
- Conduct regular reporting to SNWA.



OTHER RESOURCES, PARTNERSHIPS & COLLABORATIONS

TREE RESOURCES

Protecting mature trees is critically important to our community. Most trees will survive landscape conversion with proper planning and care.

Online Resources:

- Tree care conversion tips at snwa.com
- Turf removal checklist, best management practices for tree protection by the Southern Nevada Arborist Group at snwa.com
- Tips for hiring a landscaper
- Speaking for the Trees: SNWA Water Smart Podcast, Episode 36
- Videos, classes and tutorials.



TREE RESOURCES

Videos, tips and tutorials were developed in collaboration with the Southern Nevada Arborist Group, Nevada Division of Forestry, landscape professionals and Nevada Plants.



Before You Begin:

- Visit snwa.com before starting conversion projects.
- Select a licensed and insured contractor. Consider hiring an arborist for tree concerns.
- Assess each tree for its health and condition. Consider removing weak or older trees.
- Complete your project during the cool season, if possible.




This is not a complete list of recommended best practices – visit snwa.com for more information on how to protect your trees during turf removal.

TREE RESOURCES

Take special care to protect tree roots in the root zone. Avoid using heavy machinery within the protected area to prevent damage to tree roots and topsoil.

Identify & Protect Tree Roots:

- Consider placing a fence around the edge of each tree crown to prevent root and soil damage.
- Don't use equipment like sod cutters to remove turf under tree – these tools can damage tree roots and strip off valuable topsoil.
- Minimize trenching and other heavy equipment near trees to avoid soil compaction.
- Avoid placing hardscaping and inorganic mulches (especially rocks) under trees.



This is not a complete list of recommended best practices – visit snwa.com for more information on how to protect your trees during turf removal.

TREE RESOURCES

Provide deep water to the tree root protection zone before beginning a conversion and continue to water trees for the duration of the project.

Irrigate Trees Before, During & After Conversions:







- Provide adequate irrigation to trees throughout the conversion process.
- Ensure new drip systems supply water under the full tree canopy.
- Place older trees on a separate irrigation valve, if possible.
- Monitor irrigation systems closely to ensure that existing trees and new plants are receiving sufficient water.



This is not a complete list of recommended best practices – visit snwa.com for more information on how to protect your trees during turf removal.





MATURE TREES IN CONVERSIONS

The community has conducted thousands of successful landscape conversions since 1999.

MATURE TREES IN CONVERSIONS

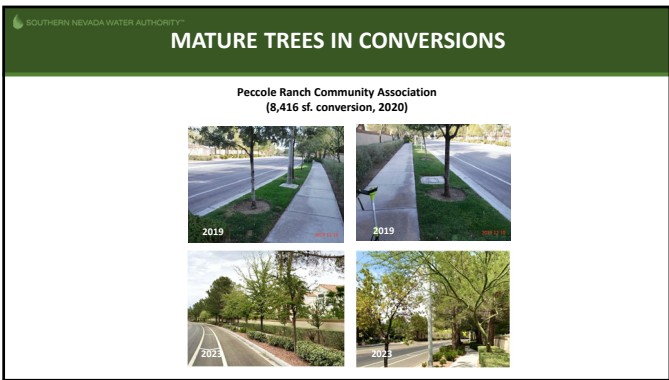
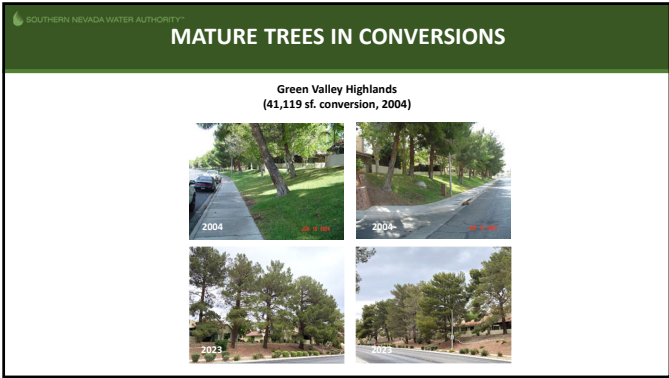
Green Valley South Owners Association
(84,482 sf. conversion, 2008)

MATURE TREES IN CONVERSIONS

Green Valley South HOA
(24,611 sf. conversion, 2009)

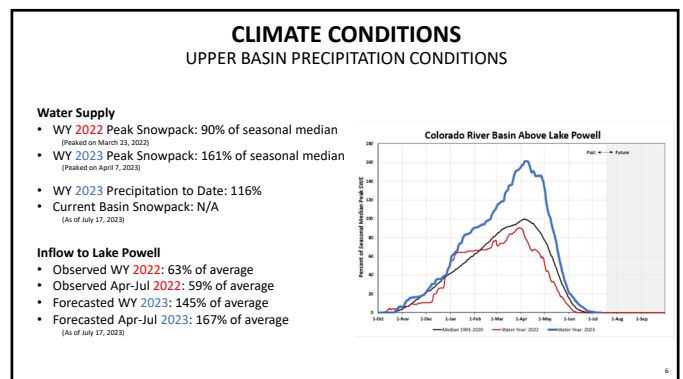
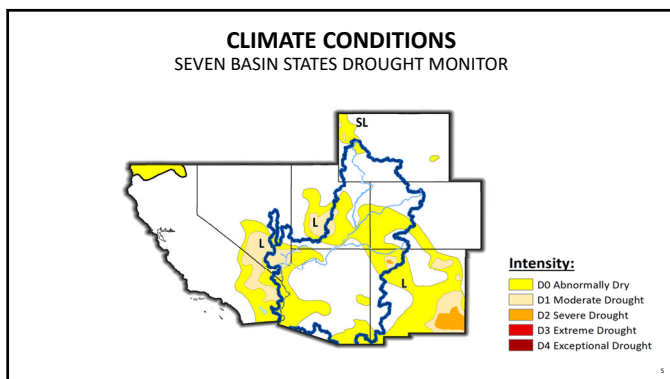
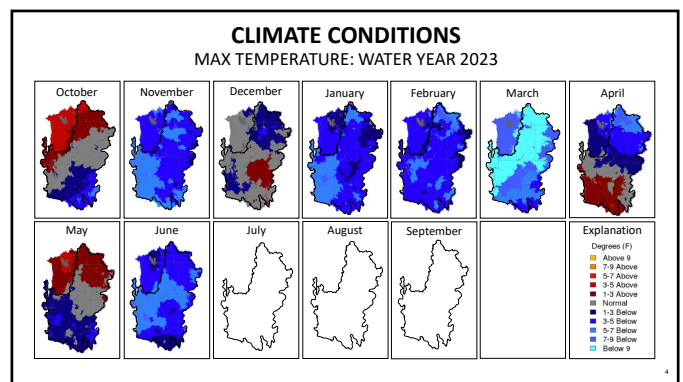
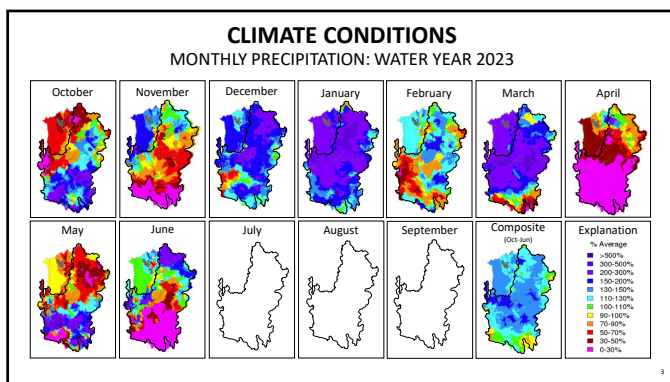
	
	

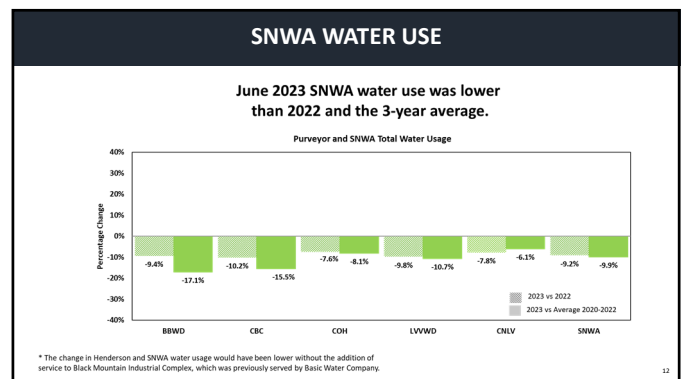
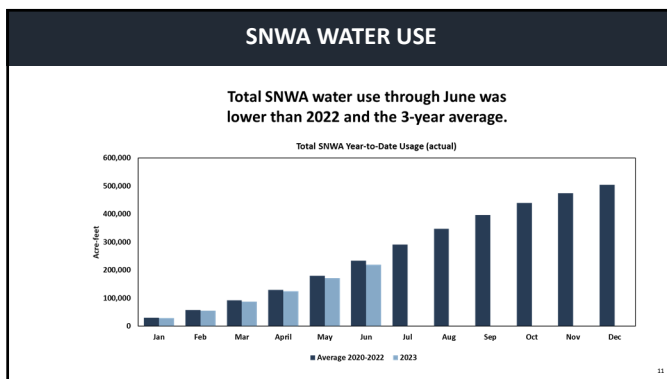
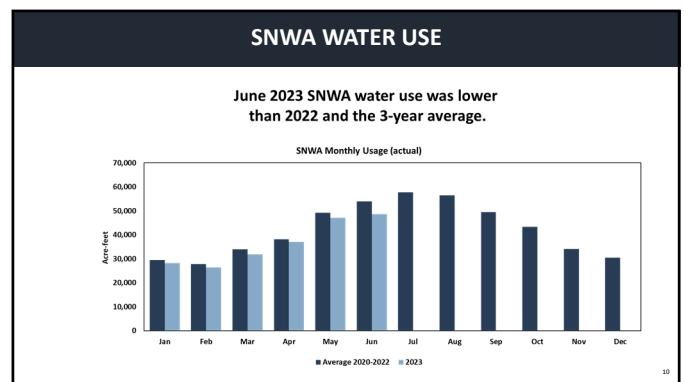
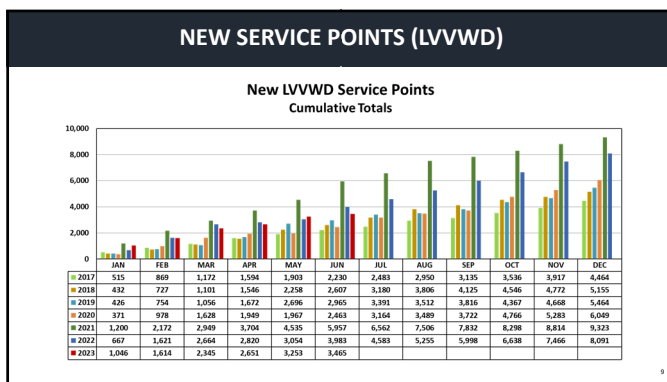
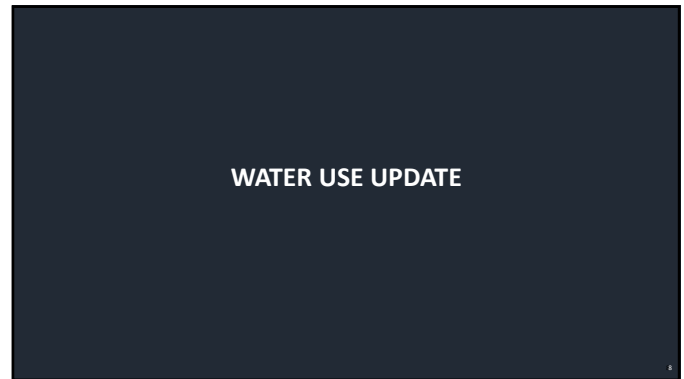
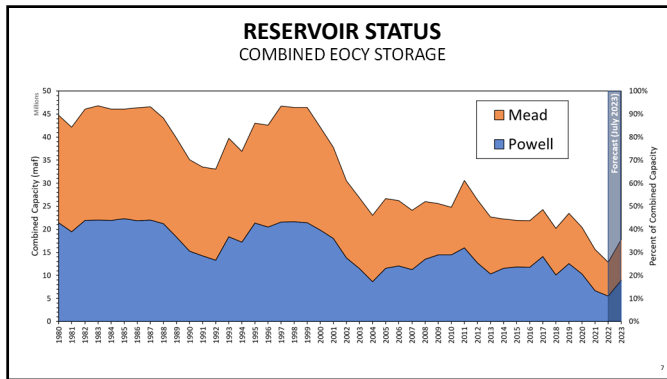


AB220 Authority and Funding

- Section 1: Authorizes the Southern Nevada Health District to create and voluntary septic to sewer conversion program and establish a voluntary fee for septic users to fund the program.
 - STATUS: Pending action by SNHD Board
- Section 33: Authorizes SNWA to operate a septic to sewer conversion program

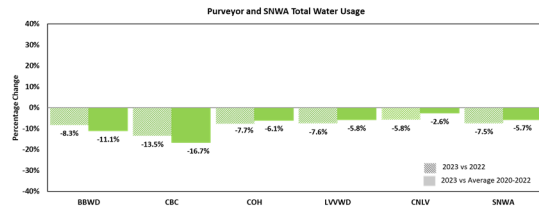
	Fully Funded	Partially Funded	Groundwater Management Program
Estimated Launch Date	January 2024	August 2023	August 2023
Funding Amount/Source (FY24)	Secured: \$6.5 million • \$3 million – Federal appropriation • \$1.75 million – BCR grant (SNWA match required in same amount)	\$1.3 million – SNWA Operating Fund	\$500,000 – GMP Fund
Eligibility	Residential septic users.	Residential, commercial, and public/government septic users willing to cover costs in excess of the benefit.	Residential and commercial well users current on GMP fees willing to cover costs in excess of the benefit.
Participant Selection	Due to limited funding, SNWA may target specific property clusters, areas with water quality issues, and other priority parcels in order to maximize return on investment.	First come, first served based on available funding.	First come, first served based on available funding.
Benefit	100% of total project costs, including engineering/design, construction, associated fees, and like-for-like landscaping replacement.	85% of total project costs, including engineering/design, construction, associated fees, and like-for-like landscaping replacement. \$40,000 maximum benefit.	85% of total project costs, including engineering/design, construction, associated fees, and like-for-like landscaping replacement. \$40,000 maximum benefit.
Procurement Process	SNWA conducts sealed bid RFP to hire and manage contractor(s). May include design and/or project management procurement.	Parcel owner acquires three quotes and submits to SNWA for approval and Notice to Proceed.	Parcel owner acquires three quotes and submits to SNWA for approval and Notice to Proceed.
Rebate to Customer?	No. SNWA will handle all payments directly to procured contractor.	Yes. Customer will pay full costs and request reimbursement from SNWA.	Yes. Customer will pay full costs and request reimbursement from SNWA.





SNWA WATER USE

January-June 2023 SNWA water use was lower than 2022 and the 3-year average.

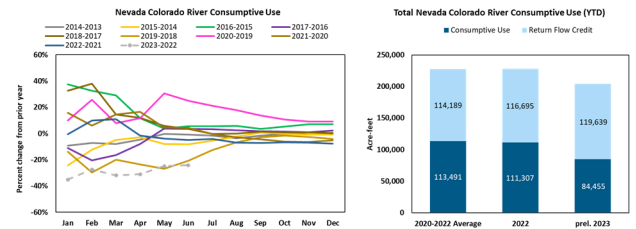


* The change in Henderson and SNWA water usage would have been lower without the addition of service to Black Mountain Industrial Complex, which was previously served by Basic Water Company.

13

NEVADA COLORADO RIVER USE

January-June 2023 Colorado River consumptive use was well below 2022 and the 3-year average.



14

WATER CONSERVATION UPDATE

15

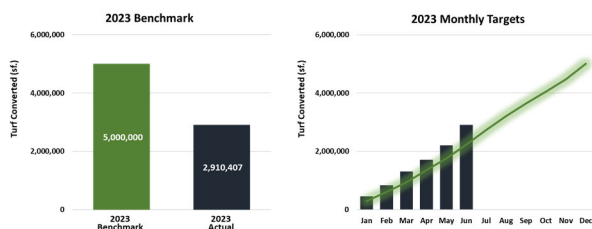
WATER SMART LANDSCAPES



16

WATER SMART LANDSCAPES

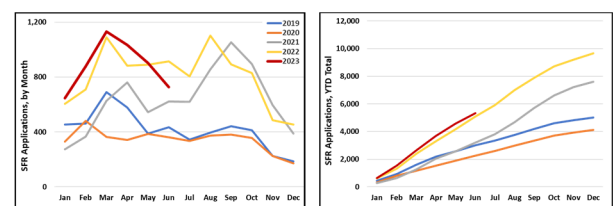
Residents converted more than 2.9 million square feet of turf in 2023, saving an estimated 162.4 million gallons of water annually.



17

WATER SMART LANDSCAPES

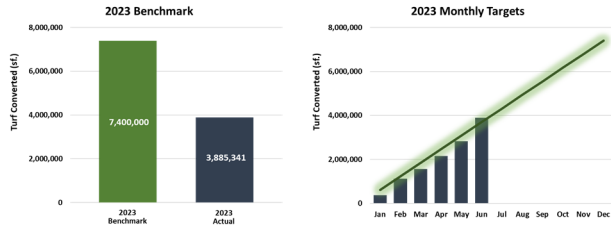
Single Family Residential WSL applications continue to outpace progress in recent years.



18

WATER SMART LANDSCAPES

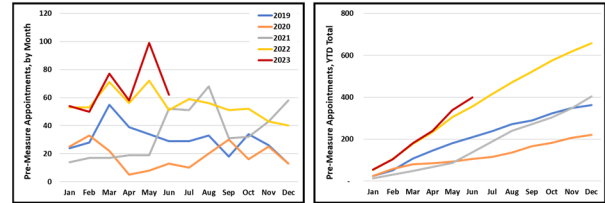
Non-SFR property owners converted more than 3.8 million square feet of turf in 2023, saving an estimated 216.8 million gallons of water annually.



18

WATER SMART LANDSCAPES

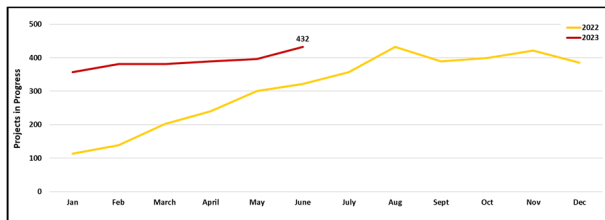
Program interest among Non-SFR water users is trending higher than the same time last year.



19

WATER SMART LANDSCAPES

There are 432 Non-SFR Water Smart Landscapes projects currently in progress.



21

WATER SMART LANDSCAPES

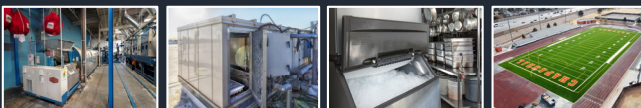
Conversion Highlights

- Rhodes Ranch Association, 262,346 sf.
- TPC Summerlin Golf Course, 297,802 sf.
- City of Henderson Parks, 51,928 sf.



22

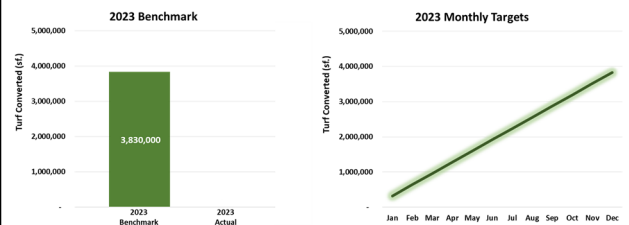
WATER EFFICIENT TECHNOLOGIES



23

COOL-TO-WARM SEASON TURF CONVERSIONS (WET)

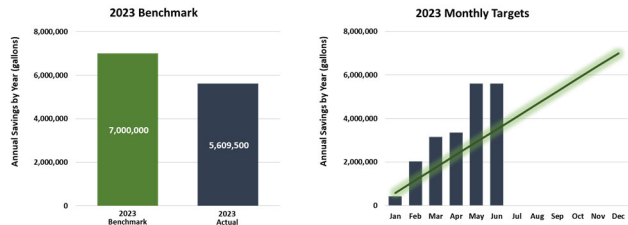
The 2023 benchmark for WET cool-to-warm-season turf conversions is 3.83 million square feet (~80 million gallons).



24

EVAPORATIVE COOLING REDUCTIONS (WET)

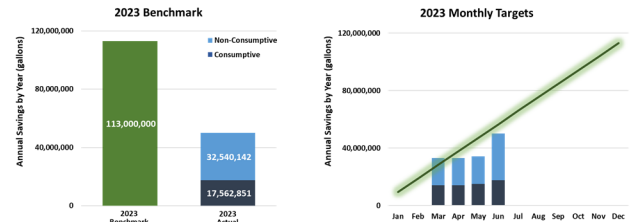
Customers have completed 15 WET projects in 2023, saving an estimated 5.6 million gallons of water annually.



25

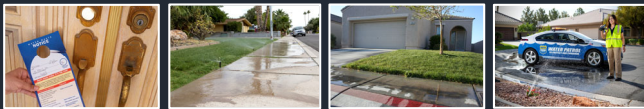
OTHER PROJECTS (WET)

Participants completed 11 other WET projects in 2023, saving an estimated 50.1 million gallons of water annually.



26

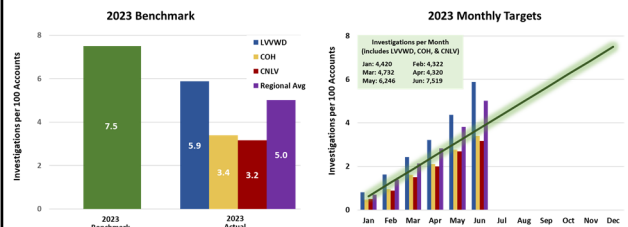
WATER USE COMPLIANCE



27

WATER USE COMPLIANCE

The 2023 benchmark for water use compliance investigations is 7.50 per 100 accounts.



28

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign a joint funding agreement between the U.S. Geological Survey and the Authority for hydrologic data collection for an amount not to exceed \$196,746.

Fiscal Impact:

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

Background:

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

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

The total cost to operate and maintain the surface-water and groundwater programs is \$302,685 for the period from October 1, 2023, through September 30, 2024. If approved, the Authority will contribute \$196,746, and the USGS will fund the remaining \$105,939.

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

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

Customer #: 6000000359
Agreement #: 24ZJJFA00101
Project #: ZJ00AA7
TIN #: 88-0278492

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Southern Nevada Water Authority party of the second part.

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

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

- (a) \$105,939 by the party of the first part during the period
October 1, 2023 to September 30, 2024
- (b) \$196,746 by the party of the second part during the period
October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

Form 9-1366
(May 2018)

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

Customer #: 6000000359
Agreement #: 24ZJJFA00101
Project #: ZJ00AA7
TIN #: 88-0278492

Water Resource Investigations

9. Party of the second part agrees to provide advance payments prior to performance of a work segment by the USGS. The parties agree that billings for this agreement, USGS will utilize Department of Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly.

USGS Technical Point of Contact

Name: Megan Poff
Data Chief
Address: 500 Date Street
Boulder City, NV 89005
Telephone: (702) 294-6043
Fax: (702) 294-7858
Email: mpoff@usgs.gov

Customer Technical Point of Contact

Name: Gavin Kistingner
Address: 100 City Parkway Suite 700
Las Vegas, NV 89106
Telephone: (702) 822-3375
Fax:
Email: gavin.kistingner@snwa.com

USGS Billing Point of Contact


Name: Helen Houston
Budget Analyst
Address: 2730 N. Deer Run Road Suite 3
Carson City, NV 89701
Telephone: (775) 887-7655
Fax: (775) 887-7602
Email: hhouston@usgs.gov

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

Southern Nevada Water Authority

JILL
FRANKFORTER
By R  Signature
Digitally signed by
JILL FRANKFORTER
Date: 2023.07.27
13:20:45 -07'00' Date: 7/27/2023
Name: Jill D. Frankforter
Title: Director

Signatures
By _____ Date: _____
Name:
Title:

By  Signature Date: 8/14/2023
Name: Steven Anderson
Title: Attorney III

By _____ Date: _____
Name:
Title:

*Enclosure 1***Summary of Cooperative Surface-Water Program for Fiscal Year 2024****Operation & Maintenance of Streamflow Sites**

The work plan calls for site operation and maintenance of 14 surface-water gaging stations and supplemental tasks at an additional gaging station during the time period from October 1, 2023 through September 30, 2024. The operation & maintenance (O&M) tasks include:

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

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

Operation of Surface-Water Gaging Stations at:

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

Cost Structure for Surface-Water Program:

Southern Nevada Water Authority
Attachment for 24ZJJFA00101
2023-10-01 to 2024-09-30

SURFACE WATER							
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. OTHER CASH FUNDS	TOTAL COST
09415000	VIRGIN RV AT LITTLEFIELD, AZ Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09415060	MESQUITE CANAL NR MESQUITE, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09415900	MUDDY SPGS AT LDS FARM NR MOAPA, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09415908	PEDERSON E SPGS NR MOAPA, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09415910	PEDERSON SPGS NR MOAPA, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09415920	WARM SPGS W NR MOAPA, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09415927	WARM SPGS CONFL AT IVERSON FLUME NR MOAPA, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09419000	MUDDY RV NR GLENDALE, NV Supplemental Tasks	ST	1	1	\$1,260	\$2,340	
				SW Total:			\$3,600
09419625	CORN CK SPGS AT NATIONAL FISH & WILDLIFE HDQRS, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09419679	LAS VEGAS WASTEWAY NR E LAS VEGAS, NV Supplemental Tasks	ST	1	1	\$1,260	\$2,340	
	Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$24,800
09419696	DUCK CK AT BROADBENT BLVD AT E LAS VEGAS, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09419700	LAS VEGAS WASH AT PABCO RD NR HENDERSON, NV Supplemental Tasks	ST	1	1	\$1,260	\$2,340	
	Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$24,800
09419753	LV WASH ABV THREE KIDS WASH BLW HENDERSON, NV Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$21,200
09419800	LV WASH BLW LAKE LAS VEGAS NR BOULDER CITY, NV Supplemental Tasks	ST	1	1	\$1,260	\$2,340	
	Full Range Streamflow Station	QCONT	1	1	\$7,420	\$13,780	
				SW Total:			\$24,800
				SW Grand Total:	\$101,500	\$188,500	\$290,000

Enclosure 2

Summary of Cooperative Groundwater Program for Fiscal Year 2024

Operation & Maintenance of Groundwater Sites

The work plan calls for site operation and maintenance of 2 groundwater stations during the time period from October 1, 2023 through September 30, 2024. The stations are as follows:

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

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

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

GROUND WATER							
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH OTHER FUNDS	TOTAL COST
363503115385701	161 S16 E56 03CCAA1 CREECH Groundwater Level, Measurement	GWMEAS	1	1	\$504	\$936	
			GW Total:				\$1,440
364650114432001	219 S13 E65 28BDBA1 USGS CSV-2 Groundwater level, Continuous	GWCONT	1	1	\$3,935	\$7,310	
			GW Total:				\$11,245
			GW Grand Total:		\$4,439	\$8,246	\$12,685

JFA#: 24ZJJFA00101

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

Technical Contact
Megan Poff
Phone: 702-595-6837
mpoff@usgs.gov

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

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

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

Technical Contact
Gavin Kistingner
Phone: 702-822-3378
gavin.kistingner@snwa.com

Executive Contact
John J. Entsminger
Phone: 702-875-7080
Or
Colby Pellegrino
Phone: 702-822-3378

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

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

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

Grant Proposal Resolution

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Septic System Conversion Program, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.

Fiscal Impact:

If the grant proposal is awarded, the Authority will receive funds from the Nevada Department of Conservation and Natural Resources in an amount up to the requested amount of \$10,000,000. No matching amount is required.

Background:

On October 20, 2022, the Nevada Legislature's Interim Finance Committee approved the allocation of federal American Rescue Plan Act funding in the amount of \$100 million to the Nevada Department of Conservation and Natural Resources (DCNR) to create the Nevada Water Conservation and Infrastructure Initiative (NWCII). The NWCII provides funding to water and wastewater projects with the objective of reducing water demands across the state, as well as supporting investments to repair and replace aging water and wastewater infrastructure. In July 2023, the DCNR began accepting applications for NWCII funding.

In July 2023, the Board of Directors approved financial assistance guidelines for the Authority's Septic System Conversion Program. These guidelines outline how eligible customers with septic systems can receive financial assistance to convert to municipal water. Converting customers from septic systems to municipal water represents an important way to recover water used indoors that would otherwise not be returned to the water system, thereby extending the Authority's water resources and improving the community's drought resiliency.

Converting septic systems can be a costly undertaking, especially if sewer main extensions are required. With significant community interest in this program, additional funding is needed. The Authority has applied for \$10,000,000 to help fund voluntary septic system conversions. A resolution adopted by the Board is required for funding eligibility. Approval of this item will adopt the resolution and authorize the General Manager or his designee to enter into any future funding agreements if funding is awarded.

This resolution is being entered into pursuant to NRS Chapter 277 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the resolution.

JJE:CNP:AMB:KH:RE
Attachments: Resolution

AGENDA
ITEM #

3

RESOLUTION IN SUPPORT OF APPLICATION FOR SEPTIC TO SEWER GRANT FUNDING TO THE
NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

WHEREAS, the Nevada Department of Conservation and Natural Resources is soliciting proposals and may provide financial assistance to water districts and other eligible organizations through the Nevada Water Conservation and Infrastructure Initiative (NWCII) grant program to implement projects that will support clean water and drinking water infrastructure improvements; and

WHEREAS, the NWCII grant program specifically allows for project proposals that support septic to sewer conversion projects; and

WHEREAS, the Southern Nevada Water Authority (Authority) approved financial assistance guidelines for the Authority's Septic Conversion Program on July 20, 2023, to promote the conservation of Colorado River water resources; and

WHEREAS, the new Septic Conversion Program will benefit significantly from additional funding to support the targeted conversion of more than 7,000 parcels with septic systems that receive Colorado River water in the Authority's service area.

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

1. That, if awarded, the Authority's General Manager, John J. Entsminger, or his designee has the authority to enter into an assistance agreement or similar agreement on behalf of the Authority with the Nevada Department of Conservation and Natural Resources for grant program funding.
2. That the Authority's application requesting \$10,000,000 to support its proposed project, Septic Conversion Program, has been reviewed and approved by appropriate Authority staff, and the Board supports its submission to the Nevada Department of Conservation and Natural Resources Nevada Water Conservation and Infrastructure Initiative grant program.
3. That, if awarded, the Authority will work with the Nevada Department of Conservation and Natural Resources to meet established deadlines for entering into a grant or assistance agreement or other similar type of agreement.

Introduced and passed this 21st day of September 2023.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

 *for*

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

Grant Proposal Resolution

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Water Efficient Technologies Program, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.

Fiscal Impact:

If the grant proposal is awarded, the Authority will receive funds from the Nevada Department of Conservation and Natural Resources in an amount up to the requested amount of \$10,000,000. A matching amount is not required.

Background:

On October 20, 2022, the Nevada Legislature's Interim Finance Committee approved the allocation of federal American Rescue Plan Act funding in the amount of \$100 million to the Nevada Department of Conservation and Natural Resources (DCNR) to create the Nevada Water Conservation and Infrastructure Initiative (NWCII). The NWCII provides funding to water and wastewater projects with the objective of reducing water demands across the state, as well as supporting investments to repair and replace aging water and wastewater infrastructure. In July 2023, the DCNR began accepting applications for NWCII funding.

The Authority's Water Efficient Technologies (WET) Program provides rebates to businesses and public entities who replace or upgrade existing assets with new products or technologies that result in a decrease in water usage, including grass conversions. The WET Program is broad and helps fund football field conversions at schools, cool season to warm season grass conversions, evaporative cooling replacements and other water efficient technologies. If awarded, the Board of Directors will, at a future Board meeting, consider an increase to the existing WET Program rebate for alternative sporting surfaces, which helps fund grass field conversions to artificial turf or other sport court surfaces.

The Authority has applied for \$10,000,000 through the NWCII to help fund its WET Program. A resolution adopted by the Board is required for funding eligibility. Approval of this item approves the resolution and authorizes the General Manager or his designee to enter into any future funding agreements if any funding is awarded.

This resolution is being entered into pursuant to NRS Chapter 277 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the resolution.

JJE:CNP:AMB:KH:RE
Attachment: Resolution

AGENDA
ITEM #

4

RESOLUTION IN SUPPORT OF APPLICATION FOR WATER EFFICIENT TECHNOLOGIES GRANT
FUNDING TO THE NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

WHEREAS, the Nevada Department of Conservation and Natural Resources is soliciting proposals and may provide financial assistance to water districts, and other eligible organizations through the Nevada Water Conservation and Infrastructure Initiative (NWCII) grant program to implement projects that will support clean water and drinking water infrastructure improvements; and

WHEREAS, the NWCII grant program specifically allows for project proposals that support water conservation projects; and

WHEREAS, the Southern Nevada Water Authority (Authority) administers the Water Efficient Technologies program to incentive the utilization of consumptive use technologies by businesses and governments in order to promote the conservation of Colorado River water resources; and

WHEREAS, millions of square feet of sports field grass turf eligible for conversion through the Water Efficient Technologies program would benefit from an increase in the incentive to offset increased costs.

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

1. That, if awarded, the Authority's General Manager, John J. Entsminger, or his designee has the authority to enter into an assistance agreement or similar agreement on behalf of the Authority with the Nevada Department of Conservation and Natural Resources for grant program funding.
2. That the Authority's application requesting \$10,000,000 to support its proposed project, Alternative Sporting Surfaces, has been reviewed and approved by appropriate Authority staff, and the Board supports its submission to the Nevada Department of Conservation and Natural Resources Nevada Water Conservation and Infrastructure Initiative grant program.
3. That if awarded, the Authority will work with the Nevada Department of Conservation and Natural Resources to meet established deadlines for entering into a grant or assistance agreement or other similar type of agreement.

Introduced and passed this 21st day of September 2023.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

 for

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

Grant Proposal Resolution

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Water Smart Landscapes Program, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.

Fiscal Impact:

If the grant proposal is awarded, the Authority will receive funds from the Nevada Department of Conservation and Natural Resources of up to the requested amount of \$14,000,000. A matching amount is not required.

Background:

On October 20, 2022, the Nevada Legislature's Interim Finance Committee approved the allocation of federal American Rescue Plan Act funding in the amount of \$100 million to the Nevada Department of Conservation and Natural Resources (DCNR) to create the Nevada Water Conservation and Infrastructure Initiative (NWCII). The NWCII provides funding to water and wastewater projects with the objective of reducing water demands across the state, as well as supporting investments to repair and replace aging water and wastewater infrastructure. In July 2023, the DCNR began accepting applications for NWCII funding.

The Authority has applied for \$14,000,000 through the NWCII to temporarily increase the incentive for single family residential properties who participate in the Authority's Water Smart Landscapes Program. If DCNR awards the grant application, the Board of Directors, at a future meeting, would consider approval of a temporary increase to the existing rebate incentive, making conversions more affordable to residential customers and hopefully increasing participation in the residential sector. Approval of this item will adopt the resolution and authorize the General Manager or his designee to enter into any future funding agreements if funding is awarded.

This resolution is being entered into pursuant to NRS Chapter 277 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the resolution.

RESOLUTION IN SUPPORT OF APPLICATION FOR
WATER SMART LANDSCAPES GRANT FUNDING

WHEREAS, the Nevada Department of Conservation and Natural Resources is soliciting proposals and may provide financial assistance to water districts and other eligible organizations through the Nevada Water Conservation and Infrastructure Initiative (NWCII) grant program to implement projects that will support clean water and drinking water infrastructure improvements; and

WHEREAS, the NWCII grant program specifically allows for project proposals that support water conservation projects; and

WHEREAS, the Southern Nevada Water Authority (Authority) administers the Water Smart Landscapes program to incentivize the replacement of grass with desert landscape to promote the conservation of Colorado River water resources; and

WHEREAS, residential properties interested in accessing the program would benefit from an increased incentive to offset increased costs related to turf conversion.

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

1. That, if awarded, the Authority's General Manager, John J. Entsminger, or his designee has the authority to enter into an assistance agreement or similar agreement on behalf of the Authority with the Nevada Department of Conservation and Natural Resources for grant program funding.
2. That the Authority's application requesting \$14,000,000 to support its proposed project, Water Smart Landscapes Topper, has been reviewed and approved by appropriate Authority staff, and the Board supports its submission to the Nevada Department of Conservation and Natural Resources Nevada Water Conservation and Infrastructure Initiative grant program.
3. That, if awarded, the Authority will work with the Nevada Department of Conservation and Natural Resources to meet established deadlines for entering into a grant or assistance agreement or other similar type of agreement.

Introduced and passed this 21st day of September 2023.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair

 *for*

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

Grant Proposal Resolution

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program to seek funding for the Authority's Calico Ridge Rate of Flow Control Station, and, if awarded, authorize the General Manager or his designee to enter into any future funding agreement for the project.

Fiscal Impact:

If the grant proposal is awarded, the Authority will receive funds from the Nevada Department of Conservation and Natural Resources in an amount up to the requested amount of \$14,731,348. A matching amount is not required.

Background:

On October 20, 2022, the Nevada Legislature's Interim Finance Committee approved the allocation of federal American Rescue Plan Act funding in the amount of \$100 million to the Nevada Department of Conservation and Natural Resources (DCNR) to create the Nevada Water Conservation and Infrastructure Initiative (NWCII). The NWCII provides funding to water and wastewater projects with the objective of reducing water demands across the state, as well as supporting investments to repair and replace aging water and wastewater infrastructure. In July 2023, the DCNR began accepting applications for NWCII funding.

In August, the Authority submitted funding applications, including an application to fund a portion of its Calico Ridge Rate of Flow Control (ROFC) Station. A new ROFC station is needed to support water deliveries to an existing City of Henderson 1877 zone. The 1877 zone is a large zone for that water system and has historically been fed from other turnouts, including Henderson's water treatment plant. The Calico Ridge ROFC station is needed to support current and future 1877 zone demands.

The Authority has applied for \$14,731,348 to fund a portion of its Calico Ridge ROFC Station. A resolution adopted by the Board of Directors is required for funding eligibility. Approval of this item approves the resolution and authorizes the General Manager or his designee to enter into any future funding agreements if any funding is awarded.

This resolution is being entered into pursuant to NRS Chapter 277 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the resolution.

RESOLUTION IN SUPPORT OF APPLICATION
FOR RATE OF FLOW CONTROL STATION GRANT FUNDING
TO THE NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

WHEREAS the Nevada Department of Conservation and Natural Resources is soliciting proposals and may provide financial assistance to water districts and other eligible organizations through the Nevada Water Conservation and Infrastructure Initiative (NWCII) grant program to implement projects that will support clean water and drinking water infrastructure improvements; and

WHEREAS, the NWCII grant program specifically allows for project proposals for drinking water infrastructure enhancements; and

WHEREAS, the Southern Nevada Water Authority (Authority) commenced the design phase for a new rate of flow control (ROFC) station in the City of Henderson to provide potable water to customers in the Calico Ridge community; and

WHEREAS, rate of flow control stations are an important tool in accounting for water deliveries, improving operational flexibility, and accounting for water use and conservation progress; and

WHEREAS, the Authority will benefit significantly from financial assistance to support the construction of the new ROFC station.

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

1. That, if awarded, the Authority's General Manager, John J. Entsminger, or his designee has the authority to enter into an assistance agreement or similar agreement on behalf of the Authority with the Nevada Department of Conservation and Natural Resources grant program funding.
2. That the Authority's application requesting \$14,731,348 to support its proposed project, Calico Ridge ROFC, has been reviewed and approved by appropriate Authority staff, and the Board supports its submission to the Nevada Water Conservation and Infrastructure Initiative grant program.
3. That, if awarded, the Authority will work with the Nevada Department of Conservation and Natural Resources to meet established deadlines for entering into a grant or assistance agreement or other similar type of agreement.

Introduced and passed this 21st day of September 2023.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair


for

Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to enter into an assistance agreement between the Bureau of Reclamation and the Authority for a septic conversion project, accept funding in the amount of \$1,747,500, provide a matching contribution of up to \$1,747,500, and authorize the General Manager to approve future modifications to the assistance agreement if the future modifications do not fiscally impact the Authority.

Fiscal Impact:

If the above recommendation is approved, the Authority will receive funds from the Bureau of Reclamation in the amount of \$1,747,500. To secure the funding, the Authority will provide a non-federal cost share of \$1,747,500. Funds requested for current-year expenditures are available in the Authority's Operating Budget. Funds for future-year expenditures will be budgeted accordingly.

Background:

On July 20, 2023, the Board of Directors approved financial assistance guidelines for the Authority's Septic System Conversion Program. These guidelines outline how eligible customers with septic systems can receive financial assistance to convert to municipal water. Converting customers from septic systems to municipal water represents an important means to recover water used indoors that would otherwise not be returned to the Colorado River, thereby extending the Authority's water resources and improving the community's drought resiliency.

The Bureau of Reclamation (Reclamation) established the WaterSMART Drought Response Program: Drought Resiliency Projects grant program to support projects that build long-term resilience to drought. On July 21, 2022, the Board approved a resolution authorizing submission of a grant application to Reclamation seeking funding for septic system conversions through this program. On December 22, 2022, the Authority received notification that its application was awarded \$1,747,500, contingent on a non-federal cost share of \$1,747,500. Funding will be used to cover 100 percent of conversion costs for property owners through the voluntary program.

If approved, the attached Assistance Agreement allows the Authority to obtain \$1,747,500 in federal funding subject to the Authority providing \$1,747,500 in non-federal cost share. Approval of this item authorizes the General Manager to approve Assistance Agreement modifications that do not fiscally impact the Authority. This project's expected timeline is August 2023 to September 2026.

This agreement is being entered into pursuant to NRS Chapter 277 and Section 6(o) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

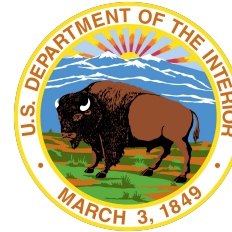
JJE:CMF:AMB:KH:RE:JS
Attachment: Assistance Agreement

AGENDA
ITEM #

7

1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
08/03/2023		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO.			
15.514 - Reclamation States Emergency Drought Relief			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. R23AP00134-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN R23AP00134		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 08/03/2023		Through 09/30/2026	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 08/03/2023		Through 09/30/2026	
8. TITLE OF PROJECT (OR PROGRAM)			
Septic System Conversion Project			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

P.L. 111-11 Section 9504(a) Water Management Improvement of the Omnibus Lands Management Act of 2009

9a. GRANTEE NAME AND ADDRESS		9b. GRANTEE PROJECT DIRECTOR	
SOUTHERN NEVADA WATER AUTHORITY 100 N City Pkwy STE 700 Las Vegas, NV, 89106-4615		Julie Schoolmeester 1001 South Valley View Boulevard Las Vegas, NV, 89107-4447 Phone: 702.539.2965	
10a. GRANTEE AUTHORIZING OFFICIAL		10b. FEDERAL PROJECT OFFICER	
Mr. John Entsminger 1001 South Valley View Boulevard Las Vegas, NV, 89107-4447 Phone: 702-875-7080		Ms. Sheryl Looper 1849 C St NW Bureau Of Reclamation Main Interior Building Washington, DC, 20240-0001 Phone: 3034452232	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 1,747,500.00			
II Total project costs including grant funds and all other financial participation II				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages\$ 0.00				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00			
b. Fringe Benefits\$ 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 1,747,500.00			
c. Total Personnel Costs\$ 0.00				13. Total Federal Funds Awarded to Date for Project Period \$ 1,747,500.00			
d. Equipment\$ 0.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies\$ 0.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel\$ 0.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction\$ 0.00				a. 2 \$ d. 5 \$			
h. Other\$ 0.00				b. 3 \$ e. 6 \$			
i. Contractual\$ 3,495,000.00				c. 4 \$ f. 7 \$			
j. TOTAL DIRECT COSTS → \$ 3,495,000.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
k. INDIRECT COSTS \$ 0.00				a. DEDUCTION			
l. TOTAL APPROVED BUDGET \$ 3,495,000.00				b. ADDITIONAL COSTS			
m. Federal Share \$ 1,747,500.00				c. MATCHING			
n. Non-Federal Share \$ 1,747,500.00				d. OTHER RESEARCH (Add / Deduct Option)			
				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
See next page

GRANTS MANAGEMENT OFFICIAL:

Matthew Stonebridge, Grants Management Specialist
1849 C St NW
Washington, DC, 20240-0001
Phone: 303-445-2029

17. VENDOR CODE	0070159896	18a. UEI	SM1CPB4X7E88	18b. DUNS	135965650	19. CONG. DIST.	01
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051033611-00010	\$1,747,500.00	08/03/2023	09/30/2026	0680	FA FY22 DRP Southern Nevada Water Auth	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 08/03/2023
GRANT NO. R23AP00134-00	

REMARKS:

Recipients are NOT required to sign the Notice of Award or any other award document. Recipients indicate their acceptance of an award, including award terms and conditions, by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in Reclamation taking one or more of the remedies and actions described in 2 CFR 200.339-343.

Program Income is not authorized on this agreement.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 08/03/2023
GRANT NO. R23AP00134-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/03/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Final	01/28/2027

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/03/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Final	01/28/2027

AWARD ATTACHMENTS

SOUTHERN NEVADA WATER AUTHORITY

R23AP00134-00

1. Agreement Document

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

R23AP00134

Between

Bureau of Reclamation

And

Southern Nevada Water Authority

For

Septic System Conversion Project

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**Financial Assistance Agreement
Between
Bureau of Reclamation
And
Southern Nevada Water Authority
For
Septic System Conversion Project**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and Southern Nevada Water Authority (Recipient), pursuant to Section 9504(a) of the SECURE WATER ACT, Subtitle F of Title IX of the OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009, Public Law 111-11 (42 U.S.C. 10364) (the “Act”).

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The proposed Septic System Conversion Project (Project) will increase the reliability of water supplies; improve water management; and provide drought resiliency.

3. BACKGROUND AND OBJECTIVES

Through WaterSMART (Sustain and Manage America’s Resources for Tomorrow), Reclamation leverages Federal and non-Federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply reliability through investments and attention to local water conflicts.

Reclamation’s WaterSMART Drought Response Program supports a proactive approach to drought by providing financial assistance to water managers to develop and update comprehensive drought plans (Drought Contingency Planning) and implement projects that will build long-term resiliency to drought (Drought Resiliency Projects).

Through the Drought Response Program, Reclamation invites states, tribes, irrigation districts, water districts, organizations with water or power delivery authority, and non-profit conservation groups to leverage their money and resources by cost sharing with Reclamation on Drought Resiliency Projects that will increase the reliability of water supplies; improve water management; and provide drought resiliency.

Southern Nevada Water Authority (SNWA) will expand its septic system conversion program that incentivizes property owners to abandon onsite septic systems and connect to the public sewer system. These conversions increase water supplies by allowing more discharge water to

the municipal wastewater system where the water is collected, treated, and released to the Las Vegas Wash which ultimately flows to Lake Mead for reuse. This project will allow SNWA to incentivize up to 103 conversions, increasing supplies by an estimated 16 acre-feet per year. SNWA's Water Resource Plan, which addresses planning for drought, highlights the septic conversion program to optimize return-flow credits. Southern Nevada has been experiencing extended drought since 2000, with Lake Mead currently at an all-time historic low.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement shall remain in effect through the date shown in block 6 of the NOA. The project period for this Agreement may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is \$3,495,000 and the total estimated amount of federal funding is \$1,747,500. The initial amount of federal funds available is limited to \$1,747,500. as indicated by "Amount of Financial Assistance This Action" within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

5. SCOPE OF WORK AND MILESTONES

Under this Agreement, the Recipient shall expand its septic system conversion program that incentivizes property owners to abandon onsite septic systems and connect to the public sewer system. This project will allow SNWA to incentivize up to 103 conversions, increasing supplies by an estimated 16 acre-feet per year. Through this voluntary project, SNWA will cover 100 percent of conversion costs for property owners. SNWA estimates each conversion will cost approximately \$35,000; however, conversion costs vary significantly based on how far the home is located to the nearest sewer line, the ability to construct a lateral, and the number of nearby customers also willing to convert.

Reclamation funding will not be expended for project administration. In addition to SNWA's matching contribution, SNWA will assume all overhead costs necessary to operate the program, including staffing, administration, marketing, and other duties associated with assuring a successful program.

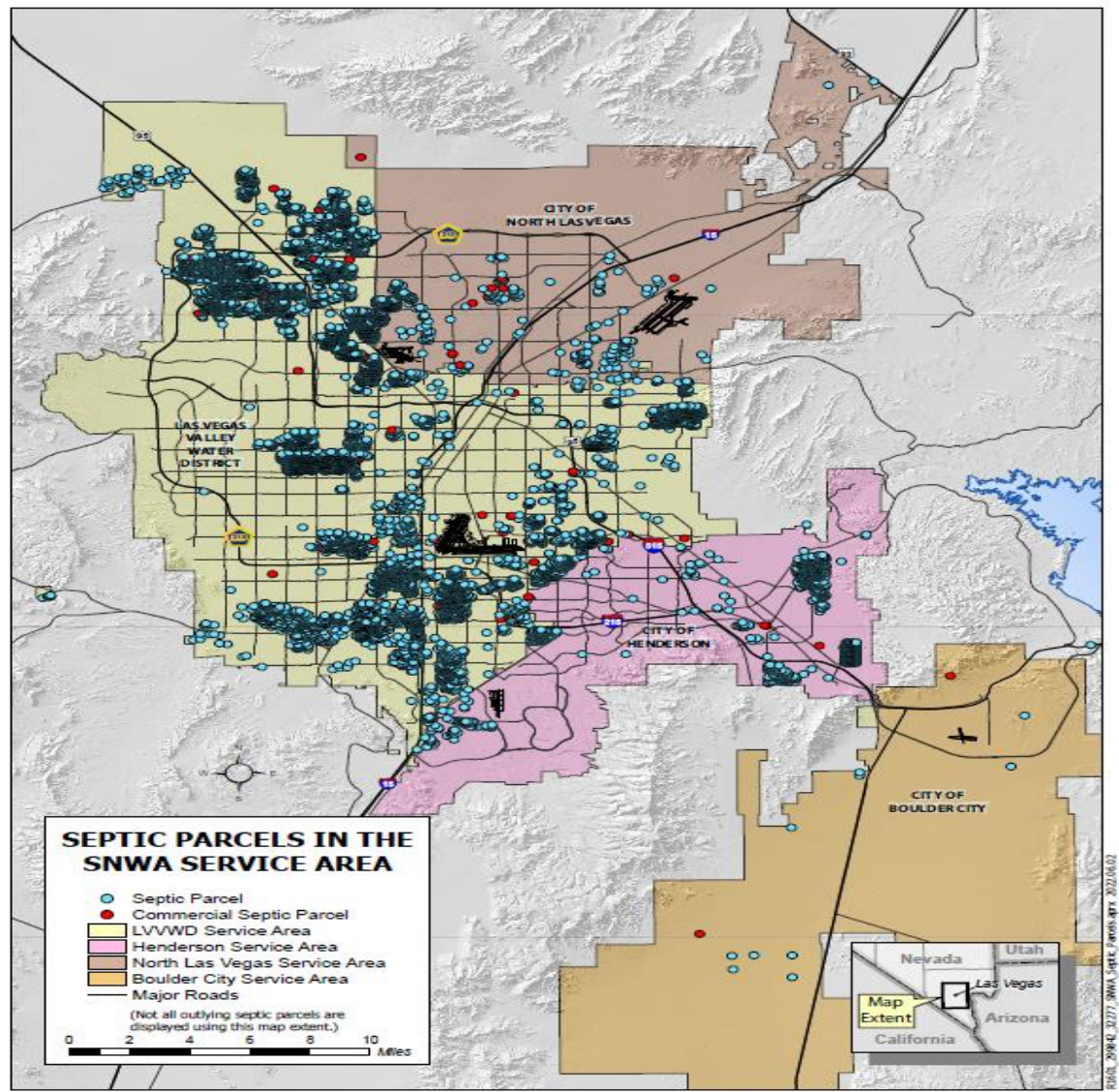
Project Location: See attached map for potential conversion sites covered by the program.

The major components of the project include but are not limited to:

- An estimated 103 properties will undergo septic system conversions, and
- Inspect abandoned septic sites following conversion.

The milestones for completing the scope of work are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Environmental and Cultural Compliance	August 2023	October 2023
Program Promotion	August 2023	December 2025
Applications and Pre-Conversion Work	August 2023	December 2025
Conversions	January 2024	August 2026
Inspections	May 2024	August 2026
Rebates Issued	August 2026	September 2026



6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Interim Performance Reports. The Recipient shall prepare and submit to Reclamation interim Project performance reports (Interim Performance Reports) as required by Section I.10 of this Agreement. Each Interim Performance Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the reporting period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

6.1.3 Final Project Report. The Recipient shall prepare and submit to Reclamation a final Project performance report (Final Project Report) as required by Section I.10 of this Agreement. The Final Project Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- Whether the Project objectives and goals were met
- Discussion of the benefits achieved by the Project, including information and/or calculations supporting the benefits.
- How the Project improves long-term resiliency to drought
- How the Project demonstrates collaboration, if applicable

Photographs documenting the project are also appreciated. Recipient understands that Reclamation may print photos with appropriate credit to Recipient. Recipient also understands that the Final Project Report is a public document and may be made available on Reclamation's website, www.usbr.gov/drought.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and

performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

Summary			
6. Budget Object Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
a. Personnel	\$0		
b. Fringe Benefits	\$0		
c. Travel	\$0		
d. Equipment	\$0		
e. Supplies	\$0		
f. Contractual	\$0		
g. Construction	\$0		
h. Other Direct Costs	\$3,495,000		
i. Total Direct Costs	\$3,495,000		
i. Indirect Charges	\$0		
Total Costs	\$3,495,000	\$1,747,500	\$1,747,500
Cost Share Percentage		50%	50%

7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. Based on the budget estimate reflected in Section 7.1 above, the estimated Federal share of allowable costs is **50% (\$1,747,500)** and the Recipient's estimated non-Federal cost share is **50% (\$1,747,500)**. The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the estimated cost share percentages shall occur concurrently.

If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Reclamation GO prior to the expenditure. Recipient may not expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowable.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 120 days following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(c)-(f) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Change in key personnel specified in section 8 "Key Personnel" of this Agreement.

- (c) Changes in the approved cost-sharing or matching outlined within this Agreement in section 7.2 “Cost Share requirements”
- (d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this Agreement.
- (e) Extensions to the project period identified in block 6 of the NOA.
- (f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by means of a unilateral amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral amendment may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

All other changes shall be made by means of a bilateral amendment to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient’s Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Julie Schoolmeester
 Management Analyst
 Valley View Offices
 1001 S. Valley View Blvd
 Las Vegas, NV 89153
 702-539-2965
Julie.Schoolmeester@lvvwd.com

Additional key personnel for this Agreement are identified as follows:

John Entsminger
General Manager
Molasky Corporate Center
100 City Parkway, Suite 700
Las Vegas, NV 89106
702-875-7080
John.Entsminger@snwa.com

Katie Horn
Public Affairs Manager
Valley View Offices
1001 S. Valley View Blvd
Las Vegas, NV 89153
702-822-8630
Katie.Horn@lvvwd.com

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal amendment changes in the scope of work and/or budget;
- (c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in

writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due **90 calendar days** after the reporting period; quarterly or semiannual reports must be due **30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through** entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due **120 calendar days** after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2023 .	N/A
Submit to:	sha-dro-faoperations@usbr.gov or GrantSolutions	sha-dro-faoperations@usbr.gov or GrantSolutions
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance or completion of the project.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of project.
First Report Due Date	The first Federal financial report is due for reporting period ending 09/30/2023 .	N/A
Submit to:	sha-dro-faoperations@usbr.gov or GrantSolutions	sha-dro-faoperations@usbr.gov or GrantSolutions

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the

Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.340 up to and including unilateral termination of this agreement.

12. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

13. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

14. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

15. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

- (a) **IN GENERAL.**—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.
- (b) **TORT CLAIMS ACT.**—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

16. BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured

products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant [PSC](#) or [NAICS](#) code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

17. DAVIS-BACON WAGE ACT COMPLIANCE

Section 41101 of the Bipartisan Infrastructure Law requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the Bipartisan Infrastructure Law (P.L. 117-58) shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act).

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at [2 CFR Subtitle A, Chapter II, Part 200](#) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

- (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
- (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.
 - (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used,

and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified

date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

- (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
- (i) For returning interest on Federal awards paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) List the PMS Payee Account Number(s) (PANs);

- (C) List the Federal award number(s) for which the interest was earned; and
- (D) Make returns payable to: Department of Health and Human Services.
- (ii) For returning interest on Federal awards not paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) Include the name of the awarding agency;
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:
 - (i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.
 - (ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.
 - (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)
- (11) When returning funds or interest to PMS you must include the following as applicable:
 - (i) For ACH Returns:
 - Routing Number: 051036706
 - Account number: 303000
 - Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
 - (ii) For Fedwire Returns¹:
 - Routing Number: 021030004
 - Account number: 75010501
 - Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.
 - (iii) For International ACH Returns:
 - Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
 - Bank: Citibank N.A. (New York)
 - Swift Code: CITIUS33
 - Account Number: 36838868
 - Bank Address: 388 Greenwich Street, New York, NY 10013 USA
 - Payment Details (Line 70): Agency Locator Code (ALC): 75010501
 - Name (abbreviated when possible) and ALC Agency POC

- (iv) For recipients that do not have electronic remittance capability, please make check² payable to: “The Department of Health and Human Services.”
Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

²Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.
- (v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall “Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient’s accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

- (c)
- (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
 - (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing

for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

- (1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-

certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
- (v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
- (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.
- (b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:
- (1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

- (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (ii) If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
 - (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

- (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- (c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
 - (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in [appendix II](#) to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also 200.439 Equipment and other capital expenditures.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
 - (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.
- (b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) Use.
 - (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
 - (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.
 - (3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to

provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

- (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:
 - (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
 - (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
 - (2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the

non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with

200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made,

- the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing;

the Hatch Act; Federal wage and hour laws and regulations and workplace safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- (b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR *part 1400*.
- (c) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- (i) Associated with performance under this award; or
- (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(d) *Provisions applicable to any recipient.*

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(e) *Definitions.* For purposes of this award term:

- (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) “Private entity”:
 - (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.

- (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or amendment of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real

property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR Part 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
- (ii) inform the owner in writing of what it believes to be the market value of the property

(d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-

owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

- e. Definitions. For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. Executive means officers, managing partners, or any other employees in management positions.
 4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 5. Subrecipient means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII TO 2 CFR PART 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

- (a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- (b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:
 - (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

- (a) The recipient must—
 - (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;
 - (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
- (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

- (c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

- (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.338 and 200.339. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

Subgrant Award Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors ratify the execution of a Subgrant Award Agreement between the Nevada Department of Wildlife and the Authority to accept a grant in an amount not to exceed \$3,119,500 to construct a buried water pipeline for raw water from existing Lake Mead intake facilities to the Nevada Department of Wildlife Fish Hatchery and authorize the General Manager to approve future modifications that do not impact the Authority.

Fiscal Impact:

If approved, the Nevada Department of Wildlife will reimburse the Authority up to \$3,119,500 in grant funding. A matching contribution is not required.

Background:

The Nevada Department of Wildlife (NDOW) operates a fish hatchery at Lake Mead that rears native non-game fish species, including the endangered razorback sucker. These rearing activities are vital to fulfilling environmental requirements established under the Lower Colorado River Multi-Species Conservation Program (LCRMSCP).

The hatchery exclusively relied on Basic Water Company's (Basic) intake for water delivery. Lake Mead's declining water elevations rendered Basic's intake inoperable and left the hatchery without access to a water source. Consequently, NDOW made significant operational changes to address water service disruptions and has ceased raising fish. To resume operations and fulfill LCRMSCP requirements, the fish hatchery requires new, more drought resilient, conveyance infrastructure.

This Subgrant Award Agreement will provide funding for the construction of a new water pipeline to convey raw Lake Mead water from existing Authority intake facilities. The Authority's third intake is located at deeper Lake Mead elevations and will provide more reliability and better-quality water due to colder temperatures, thereby improving conditions for fish rearing. Water used by the fish hatchery is returned to Lake Mead and does not affect water availability.

NDOW provided the Subgrant Award to the Authority on July 20, 2023, and required that the Authority execute the Agreement by August 3, 2023, to secure funding. The Board of Directors is now being asked to ratify the General Manager's execution of the Subgrant Award Agreement.

This approval is authorized pursuant to NRS Chapter 277 and Sections 6(o) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Subgrant Award Agreement.

NEVADA DEPARTMENT OF WILDLIFE

NOTICE OF SUBGRANT AWARD # SG23-13

Water Supply Line Lake Mead Hatchery

Period of Performance	Federal Award Project Description:	Federal Award #:	CFDA#:	Dollar Amount:	Accounting Code:	Budget Account	GL
10/20/2022-6/30/2025	American Rescue Plan Act of 2021, U.S. Treasury	SLFRP2634	21.027	\$3,119,500.00	0340-01-03	446515	8795

Nevada Department of Wildlife DUNS: 165111840 UEI #: ML5LQ3SXX9A1 Federal Awarding Agency Name: State of Nevada Governor's Office, Governor's Finance Office CFDA Name: 21.027 Coronavirus State Fiscal Recovery Funds Program Manager: Brandon Senger		Subgrantee Name (must match registered DUNS name): Southern Nevada Water Authority Authorized Official: John J. Entsminger Fiscal Manager: Julie Schoolmeester / Shera Miyashiro													
NDOW Address: 6980 Sierra Center Parkway, Suite 120 Reno, Nevada 89511-2237 Phone: (702) 668-3999 Email: bsenger@ndow.org		Mailing Address: 1001 S. Valley View, Blvd., MS 760 Las Vegas, NV 89153 Phone: (702) 258-7190 Email: Julie.schoolmeester@snwa.com													
Subgrant Period: Beginning Date: Upon Final Signature Ending Date: June 30, 2025		Subgrantee EIN / Tax ID#: 88-0278492 Payee Vendor#: T81007035 Subgrantee DUNS#: 135965650 Subgrantee UEI#: SM1CPB4X7E88													
Purpose of Award: To construct a new water supply line for the Nevada Department of Wildlife's Lake Mead Hatchery.															
Region(s) to be served: () Statewide (X) Specific county or counties: Clark Is this award pertaining to R&D: () Yes (X) No															
Approved Budget Categories: <table border="1"> <thead> <tr> <th>Project</th> <th>NDOW Reimbursement</th> <th>Match</th> <th>Total Costs</th> </tr> </thead> <tbody> <tr> <td>Contractual</td> <td>\$3,119,500.00</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>Grand Totals</td> <td>\$3,119,500.00</td> <td></td> <td>\$0.00</td> </tr> </tbody> </table>				Project	NDOW Reimbursement	Match	Total Costs	Contractual	\$3,119,500.00		\$0.00	Grand Totals	\$3,119,500.00		\$0.00
Project	NDOW Reimbursement	Match	Total Costs												
Contractual	\$3,119,500.00		\$0.00												
Grand Totals	\$3,119,500.00		\$0.00												
Indirect Cost Rate (F&A) N/A															
NICRA or F&A Reduction Waiver on file? () Yes (X) No															
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this Subgrant</i> . Total reimbursement may not exceed \$3,119,500.00 during the Subgrant period. Carryover of funding from year to year is not permitted.															
Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, C and D (if applicable) of this Subgrant award.															

Section A

Assurances

As a condition of receiving subgranted funds from the Nevada Department of Wildlife, the Subgrantee (sometimes also referred to as “Recipient” or “non-Federal entity”) agrees to the following conditions:

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Nevada Department of Wildlife.
2. Subgrantee agrees to submit reimbursement requests for only expenditures approved in the Budget (Section C). Any additional expenditures beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Nevada Department of Wildlife and/or by a subgrant amendment, may result in denial of reimbursement.
3. Approval of Subgrant budget by the Nevada Department of Wildlife constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Nevada Department of Wildlife is not allowed under the terms of this Subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of Subgrants are required to maintain Subgrant accounting records, identifiable and trackable by Subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer II of the Nevada Department of Wildlife. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Nevada Department of Wildlife.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual Subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the Subgrant activity.

5. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this Subgrant award. The Nevada Department of Wildlife reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Subgrantees are responsible for notifying the Nevada Department of Wildlife in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Subgrantee, the Subgrantee’s employees, or the Subgrantee’s subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different

organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Subgrantee, the Subgrantee's employees, or the Subgrantee's subrecipients in the matter. Upon receipt of such a notice, the Nevada Department of Wildlife will consult to determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Subgrantee, the Subgrantee's employee(s), or the Subgrantee's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Nevada Department of Wildlife may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.

6. Subgrantee shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93- 112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions.)
7. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
8. Subgrantee certifies, by signing this Subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549 (3 CFR Part 1986 Comp., p. 189), Executive Order 12689 (3 CFR Part 1989 Comp., P. 235) and 2 CFR Part 1400, Government-wide Debarment and Suspension. This provision shall be required of every Subgrantee receiving any payment in whole or in part from federal funds.
9. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this Subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.

New Restrictions on Lobbying (43 CFR 18): Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
10. Recipients of subgrants must respond to all auditor inquiries. Nevada Department of Wildlife Subgrants are subject to inspection and audit by representatives of the Nevada Department of Wildlife, the State of Nevada's Governor's Finance Office, the Audit Department of the Legislative Counsel Bureau, or other appropriate entity as required by law to audit the Subgrantee to:
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations, and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;

- c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently, and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.
- 11. Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of Subgrant funds. It is the policy of the Nevada Department of Wildlife (as well as a federal requirement as specified in the required 2 CFR 200, Subpart F, all U.S. states, local governments, federally recognized Indian tribal governments, and non-profit organizations) that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA DEPARTMENT OF WILDLIFE, ATTN: ADMINISTRATIVE SERVICES OFFICER II, 6980 SIERRA CENTER PKWY, SUITE 120 RENO, NEVADA 89511, within nine (9) months of the close of the Subgrantee's fiscal year. To ensure this requirement is met Section D of this Subgrant must be filled out and signed.
- 12. Environmental Quality, the subgrantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 7401-7671q., Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive order 11738 and, Title 40 CFR part 15 as well as Federal Water Pollution Control Act, as amended (33 U.S.C 1251-1387). Violations must be reported to the Nevada Department of Wildlife, the Federal awarding agency, and the Regional Office of the Environmental Protection Agency (EPA).
- 13. The Subgrantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (42 U.S.C. 6201).
- 14. The subgrantee shall comply with Procurement of Recovered Materials, 2 CFR 200.322. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 15. The subgrantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
- 16. Subgrantee must disclose, in a timely manner, in writing to the Nevada Department of Wildlife all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting

this award. Non-Federal entities that have received a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313).

17. Subgrantee must comply with Section 743 of Division E, Title VII of Pub. L. 113-235, Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.
18. Subgrantee agrees to the Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
19. Subgrantee agrees to comply with all applicable Administrative Requirements in 2 CFR Part 200, Subparts A through D; and Cost Principles in 2 CFR Part 200, Subpart E – for State and Local Governments, Institutions of Higher Education and Non-Profit Organizations and for Non-profit organizations exempted from 2 CFR Part 200, Subpart E (see Appendix VIII to Part 200): 48 CFR 1, Subpart 31.2 – Contracts with commercial Organizations.
20. Subgrantee must comply with other requirements:
 - a. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
 - b. 2 CFR Part 175, Award Term for Trafficking in Persons
 - c. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)
 - d. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

- e. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Subgrantee's are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.
 - f. 41 USC §4712, (a) Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712. (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
 - g. 2 CFR Part 200, appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
21. This Subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Subgrant agreement shall be terminated immediately if for any reason the Nevada Department of Wildlife, state, and/or federal funding ability to satisfy this Subgrant agreement is withdrawn, limited, or impaired. Should the Nevada Department of Wildlife terminate this Subgrant agreement, the Subgrantee will be released from its remaining unpaid obligations.
22. This Subgrant agreement may also be terminated by the Nevada Department of Wildlife at any time during the grant year for the following reasons: (1) conduct that interferes with the administration of the grant; (2) illegal activity of any kind; (3) insolvency; (4) failure to disclose a conflict of interest; (5) influence by a gratuity; (6) any other violations of the terms of the grant agreement; and (7) substantiated fraud, abuse, or misappropriation of grant funds.
23. All subgrants must address termination for cause for non-performance and for convenience by the Nevada Department of Wildlife including the manner by which it will be affected and the basis for settlement.
24. Equal Employment Opportunity. During the performance of this Subgrant agreement, the Subgrantee agrees as follows:
- a. The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Subgrantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subgrantee's legal duty to furnish information.
- d. The Subgrantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subgrantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Subgrantee's non-compliance with the nondiscrimination clauses of this Subgrant agreement or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Subgrantee will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subgrantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

25. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
26. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
27. **Buy America Provision**
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section in all subawards, including all contracts and purchase orders for work or products under this program. None of the funds provided under this award may be used for a project for infrastructure unless:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the

components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- a. non-ferrous metals,
- b. plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- c. glass (including optic glass),
- d. lumber, or
- e. drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in file United States.

28. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

§ 200.471 Telecommunication costs and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

- (1) Procure or obtain, extend, or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

29. Special Conditions and Provisions:

Your organization's SAM CCR registration will expire on **December 5, 2023**. Under the terms and conditions of this award, your organization is required to maintain an active CCR registration throughout the entire approved award period.

30. Conflict of Interest Disclosures:

Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those reported by subrecipients. The Service will examine each conflict-of-interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or Recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

31. Lobbying:

The Recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The Recipient must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the Recipient has made or has agreed to make any payment using non-appropriated funds for lobbying in connection with the application or award. See 43 CFR, Subpart 18.100 for more information on when additional submission of this form is required.

32. Other Mandatory Disclosures:

Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment.

SECTION A: GENERAL PROVISIONS AND ASSURANCES

This section is applicable to all recipients who receive funding from the Governor's Finance Office (GFO) under the American Rescue Plan Act (ARPA), Coronavirus State Fiscal Recovery Funds (CSFRF) allocations. By signing the cover of this packet, the Recipient attests that all information contained in this award is true and correct. The Recipient agrees to abide by and remain in compliance with the following:

1. The Recipient must comply with all applicable State Statutes, Regulations, applicable legislation, and Executive Orders and ensure compliance of subrecipients.

2. The Recipient must comply with: the American Rescue Plan Act, grant policies, standards of grant administration and management, subaward instructions and requirements and related guidance by other parties, and must ensure these requirements are included in any agreements it enters into with other parties relating to SFRF.
3. The Recipient acknowledges and agrees that compliance with these assurances and terms constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
4. The Recipient must ensure all subrecipients and contractors are enrolled in the Federal System Award Management (SAM.gov) as required by the Federal Funding Accountability and Transparency Act. All contracts and subawards must be reviewed by GFO prior to any approvals.
5. The Recipient must adhere to the U.S. Treasury's guidance of allowable uses for CSFRF in COVID-19 pandemic response or recovery activities.
6. The Recipient acknowledges that failure to meet any condition within this award including meeting the scope of work may result in withholding of reimbursement payments, disqualification of future funding, and/or termination of current funding.
7. Capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds and must be specifically approved in writing by the Governor's Finance Office. Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting.
8. The Recipient agrees to fully cooperate with all GFO inquiries including, but not limited to utilization, management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.
9. The Recipient shall cooperate in any enforcement or compliance review activities by the US Department of the Treasury relating to this funding. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
10. Recipient agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement

- 10a. The Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending, or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 10b. The Recipient must provide documentation of an administrative agency or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement.
- 10c. If the Recipient makes subawards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
- 10d. Recipient understands that making false statements or claims in connection with this allocation is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
11. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented or personally owned vehicles.
12. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION B: TERMS AND CONDITIONS

1. Use of Funds
 - Recipient understands and agrees that the funds disbursed under this allocation may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
 - Pre-allocation costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this allocation.
 - Recipient may use funds provided under this allocation to cover both direct and indirect costs according to approved budget. Changing line items between budget categories require prior approval by the GFO and must be documented in writing. Approval must be received prior to any expenses being incurred. GFO reserves the right to deny any claims for expenses not identified as a line item if incurred prior to the approval date.
 - The Recipient is not required to provide cost sharing or matching of funds.
 - Any funds not obligated or expended for eligible uses by the timeline must be returned to GFO, including any unobligated or unexpended funds that have been provided to subrecipients and contractors, as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). Any debts

determined to be owed to the Federal Government must be paid promptly by the State of Nevada. GFO will take any available actions to collect such a debt.

- Recipients must identify ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.
- Recipient is not responsible for reporting to the Federal Funding Accountability and Transparency Sub Award Reporting System (FSRS) through FSRS.gov.

2. Maintenance of and access to records

- Recipient agrees to maintain records and financial documents sufficient to evidence compliance with section 602(c), U.S. Treasury's regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.
- The U.S. Treasury's Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- Records shall be maintained for a period of five (5) years from the date of the state's final report, return of unused funds to the U.S. Treasury, or resolution of outstanding disputes, whichever is later. This date is currently estimated to be March 31, 2031; recipients should confirm the destruction date with GFO before destroying any applicable records.
- Any publications produced with funds from this allocation must display the following language: "This project [is being] [was] supported, in whole or in part, by federal allocation number SLFRFP2634 allocated to the State of Nevada by the U.S. Department of the Treasury."

3. Compliance with Applicable Law and Regulations

- Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by U.S. Treasury pursuant to section 602(f) of the Act, and guidance issued by U.S. Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable Federal and State statutes, Regulations, and Executive Orders, Recipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this fund allocation.
- Federal regulations applicable to this allocation include, without limitation, the following:
 - o Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions Treasury may determine are inapplicable to this allocation and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this allocation.
 - o Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the allocation term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - o Universal Identifier and Federal System for Award Management (SAM.gov), 2 C.F.R. Part 25, pursuant to which the allocation term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - o OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the allocation is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - o Recipient Integrity and Performance Matters, pursuant to which the allocation term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- o All applicants are required to engage in a competitive bidding process for supported services, facilities, or equipment as applicable, consistent with the requirements set forth in 2 CFR 200.317-2 CFR 200.327.
- o Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- o New Restrictions on Lobbying, 31 C.F.R. Part 21.
- o Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601- 4655) and implementing regulations.
- o Generally applicable Federal Environmental laws and regulations.
- o Statutes and regulations prohibiting discrimination applicable to this allocation include, without limitation, the following:
 - o The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - o Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - o The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - o Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4. Protections for Whistleblowers

- In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- The list of persons and entities referenced in the paragraph above includes the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a Treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.
- Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

SECTION B

Description of services, scope of work, deliverables, and reimbursement

1. **Scope of Work:**

Subgrantee will construct a buried water pipeline from the Alfred Merritt Smith Water Treatment Facility to deliver raw water to the Lake Mead Fish Hatchery. Construction will follow engineered plans currently in development. A meter, vault, and associated appurtenances will be installed at the point of connection at the Lake Mead Fish Hatchery.

2. **Timeline for the Work:**

Activities being funded through this subgrant are expected to begin around June 2024. Project completion is expected around December 2024.

3. **Reporting Requirements:**

Written status reports are to be provided quarterly.

4. **Subgrantee's Performance:**

Performance will be based on timely status updates, activities meeting the timeline provided by the subgrantee in their proposal, construction completion, and delivery of water to the Lake Mead Fish Hatchery.

5. **Subgrant Monitoring:**

In-person or virtual meetings will occur and allow for monitoring of plans and progress. Numerous site visits will occur prior to commencing construction activities and during construction activities.

6. **Subgrantee Match:**

N/A

7. **Subgrantee Obligations:**

Southern Nevada Water Authority, hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

The subgrantee will utilize Construction Division Manager, Senior Construction Engineer, Senior Inspector, and Construction Engineer to implement and manage construction of the water pipeline. Subgrantee is responsible for ensuring construction activities follow engineered plans and adhere to environmental compliance permits previously completed.

Subgrantee will keep NDOW informed of activities, progress, and milestones. Subgrantee will provide NDOW with final engineer documents and a final completion report of the project by the termination date of the subgrant. These final documents are to be provided in an electronic version and three hard copies.

Identify the source of funding on all printed documents purchased or produced within the scope of this Subgrant, using a statement similar to: **"This publication (journal, article, etc.) was supported by the Nevada Department of Wildlife with State of Nevada Governor's Office Coronavirus State Fiscal Recovery Fund are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada Department of Wildlife or the United States Fish and Wildlife Service.**

- Any activities performed under this Subgrant shall acknowledge the funding was provided through the State of Nevada Department of Wildlife with Federal Agency funds if used.

8. Nevada Department of Wildlife Obligations

The Nevada Department of Wildlife agrees to provide the following:

In addition to the funding, NDOW will provide technical assistance, access to NDOW facilities, and be responsive to questions and information/documentation requests as needed by the subgrantee.

- The program Contract Monitor or Program Manager shall, when federal funding requires a specific match, if a specific vendor or Subgrantee has been identified in the grant application to achieve part or all of the match, "in-kind", or then this shall also be identified in the Subgrantee Match as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match "in-kind", was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, in-kind" reporting on the Financial Status Report (FSR) 90 days after the end of the grant period.
- The Nevada Department of Wildlife reserves the right to hold reimbursement under this Subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Nevada Department of Wildlife.

9. Joint Obligations

The Subgrantee and the Nevada Department of Wildlife agree to the following:

NDOW and subgrantee will openly communicate with each other during the project and are expected to be responsive to each other as needs arise. A site visit schedule will be developed as the project nears commencing construction activities on the ground.

Section C
Budget, Terms of Reimbursement, Financial Reports

1. Budget

Approved Budget Categories:			
Project Budget Itemized	Applicant Request	Applicant Match	Total Costs
Contractual	\$3,119,500.00	\$0.00	\$3,119,500.00
Grand Totals	\$3,119,500.00	\$0.00	\$3,119,500.00
Indirect Cost Rate (F&A) N/A			
NICRA or <i>F&A Reduction Waiver</i> on file? () Yes (X) No			

1. Conditions for Equipment and Travel

- Equipment purchased with these funds belongs to the federal program or the Nevada Department of Wildlife divisional program from which this funding was appropriated and, if not affixed to or consumed in the project, shall be returned to the program upon termination of this agreement. All equipment purchased under this subgrant must comply with 2 CFR 200.313. All permanent equipment purchases that become affixed to the subgrantee's property must be maintained for its useful life for the purpose under the terms of this award.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

2. Reimbursement Terms

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the Subgrant period.

- Total reimbursement request may not exceed **\$3,119,500.00**. Carryover of funding from year to year is not permitted.
- Requests for Reimbursement, which will also include a financial report, shall be accompanied by supporting documentation, including a line-item description of expenses incurred including details of awardee's non-cash match and a line-item description of expenses incurred for each categorical or project feature as defined in the BUDGET Section C. The reimbursement request from the awardee will be organized for quicker review, approval, and payment by the Nevada Department of Wildlife.

- Additional expenditure detail will be provided upon request from the Nevada Department of Wildlife.
- The Nevada Department of Wildlife will exercise a 10% holdback on all invoiced reimbursements at project completion until all deliverables, including project reports and financial reports have been received by the Department.
- The Subgrantee will submit reimbursements on quarterly basis and no later than 15 days after the end of each quarterly period as defined below. If there are no reimbursements for the quarter the Subgrantee will send in an email notify NDOW that there is “No reimbursement request for quarter” and reference the quarter. Quarters as defined in the agreement will be as follows:
 - First Quarter: Beginning Date of Subgrant to last day of the quarter
 - Quarter: 1/1 to 3/31
 - Quarter: 4/1 to 6/30
 - Quarter: 7/1 to 9/30
 - Quarter: 10/1 to 12/31
- Reimbursement for work conducted in a fiscal year, July 1st through June 30th, must be received via US Postal Service mail to 6980 Sierra Center Parkway, Suite 120 NDOW Fiscal headquarters office in Reno, Nevada, or by email to ndowsubgrants@ndow.org no later than July 15th, following the fiscal year in which the expenditures occurred. This requirement is necessary for Nevada Department of Wildlife to record the expenditure and seek reimbursement from the federal government before the grant ending date. Any reimbursement received after a grant ending date will be returned to the Subgrantee and will not be reimbursed by the Nevada Department of Wildlife and all costs associated with the returned reimbursement will need to be absorbed by the subgrantee.

Additionally, the Subgrantee agrees to provide:

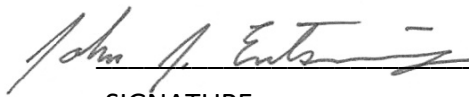
- An approved federally recognized indirect cost rate negotiated between the Subgrantee and the Federal government or, if no such rate exists, either a rate negotiated between the Nevada Department of Wildlife and the Subgrantee (in compliance with this part), or a de minimis indirect cost rate as defined in §200.414.
- A complete financial accounting of all expenditures to the Nevada Department of Wildlife within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Nevada Department of Wildlife at that time, or if not already requested, shall be deducted from the final award.
- A Grantee Close-out Certification. Final grant payments will not be made until the final close-out of the grant is completed. The Close-out requires the following certification from Grantee:
 - Grantee has received all funding due under the Subgrant,
 - Upon final payment Grantee is due no outstanding funding,
 - Grantee has no outstanding debts to NDOW.

- An Equipment Inventory and Transfer Certification. If the Subgrantee has used grant funds for the purchase of equipment of any sort, an inventory must be reviewed by NDOW organization for further instruction on the disposition of that equipment.
- Copies of all publications and materials produced with grant funds must be sent to the divisional office, including electronic copies. These publications should be sent to the divisional office when they are produced and not just at the end of the grant period. Agreement may also require approval of all publications that the grantee will produce before they are published.
- All reports of expenditures and requests for reimbursement processed by the Nevada Department of Wildlife are SUBJECT TO AUDIT.
- In the event the Nevada Department of Wildlife terminates the Subgrant agreement, Subgrantee shall: (1) repay to the Nevada Department of Wildlife any outstanding advance; (2) Subgrantee shall not be reimbursed for any grant-related expenses incurred after the termination effective date; (3) Subgrantee shall transfer or liquidate all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of \$1,000 or more, all computers and software regardless of original purchase price, and any other items the Nevada Department of Wildlife has required the Subgrantee to inventory during the course of the grant); (4) surrender any and all documents related to the grant that the Nevada Department of Wildlife deems necessary; and (5) repay to the Nevada Department of Wildlife all grant funds found to be unallowable costs.

SECTION D

STATE OF NEVADA DEPARTMENT OF WILDLIFE AUDIT INFORMATION REQUEST

1. Non-Federal entities that expend \$750,000.00 or more in total Federal Awards are required to have a single or program-specific audit conducted for that year, in accordance with *OMB Circular A-133*. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA DEPARTMENT OF WILDLIFE, ATTN: ADMINISTRATIVE SERVICES OFFICER II, 6980 SIERRA CENTER PARKWAY, SUITE 120, RENO, NEVADA 89511, within nine (9) months of the close of your fiscal year.
2. Did your organization expend \$750,000.00 or more in all Federal Awards during your most recent fiscal year? YES X NO
SNWA did expend \$750,000 federal awards in the fiscal year ending June 30, 2023; however, the single audit for that fiscal year is not complete.
3. When does your fiscal year end? June 30
4. How often is your organization audited? Annually
5. When was your last audit performed? The last single audit was performed for fiscal year 2021.
The audit for fiscal year 2022 is complete. The single audit for fiscal year 2023 is in progress.
6. What time period did it cover? The last complete single audit covered July 1, 2020 to June 30, 2021.
The single audit in progress will cover July 1, 2022 to June 30, 2023.
7. Which accounting firm conducted the audit? Baker - Tilly
8. Were there any findings found by the firm? No findings.
(note: if there were findings please include findings report)

	General Manager	August 1, 2023
SIGNATURE	TITLE	DATE

Signature Page: Award #SG23-13

Nevada Department of Wildlife:

Brandon Senger

Brandon Senger

August 2, 2023

Date

Program Manager

Title

Chris Crookshanks

Chris Crookshanks

8/2/2023

Date

Division Administrator

Title

Nancy Camarena

Nancy Camarena

8/2/2023

Date

ASO III

Title

MScott

Mike Scott

8/7/2023

Deputy Director

Title

J. Goshert

Jordan Goshert

8/7/23

Date

Deputy Director

Title

Subgrantee:

John J. Entsminger

John J. Entsminger

August 1, 2023

Date

General Manager

Title

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:
Resolution

Petitioner:
Gregory J. Walch, General Counsel

Recommendations:
That the Board of Directors adopt a resolution clarifying and expanding the administrative authority of the General Manager and his designees, and ratifying previous action taken in accordance therewith.

Fiscal Impact:
None by the approval of the above recommendation.

Background:
Pursuant to Section 21 of the SNWA 1995 Amended Cooperative Agreement, the Authority's General Manager is the chief administrative officer of the Authority and is responsible to the Board of Directors for the proper and efficient administration of Authority operations. Accordingly, the Board has previously delegated administrative responsibilities to the General Manager and the General Manager's designees, including, most recently, on September 17, 2020, when the Board approved the 2020 Delegation Resolution.

Staff has assessed the 2020 Delegation Resolution and other existing Board-delegated authority and has determined that clarifications and additional delegations are necessary for increased operational efficiency. The Board is therefore being asked to approve the attached resolution that updates the administrative authority of the General Manager and his designees by repealing and replacing the 2020 Delegation Resolution. Subject to the limitations stated therein or imposed by law, proposed updates include:

- Clarifying that existing authority to accept and purchase easements is also applicable to other temporary real property interests like rights-of-way, licenses, leases and permits.
- New authority to lease District property for uses that do not interfere with Authority operations and to lease the real property of others when needed to further the Authority's purposes.
- Clarifying that delegated authority to contract and execute agreements and other documents necessarily includes the authority to terminate, assign, amend and make other adjustments within any Board-prescribed limitations.
- Adjustments to certain existing fiscal limitations in accordance with previously approved CPI-based increases.

By approval of the proposed resolution, the Board would additionally ratify previous actions taken in accordance with the Resolution's terms.

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

A RESOLUTION DELEGATING ADMINISTRATIVE AUTHORITY TO THE GENERAL MANAGER

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

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

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

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

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

THEREFORE, BE IT RESOLVED that:

1. The 2020 Delegation Resolution approved by the Board on September 17, 2020, is hereby repealed and replaced by this Resolution, which shall be known and may be cited by the short title “2023 Delegation Resolution.”
2. The Board delegates to the General Manager and his or her Designee(s) the authority to enter into contracts necessary to protect the Authority’s legal interests wherein no money is being exchanged between the parties for goods and services, but where certain terms could have a fiscal impact on the Authority in the form of indemnity costs or damages for breach or cancellation up to applicable amounts set by state law or, if inapplicable, \$500,000 – for example, licenses to access property and non-disclosure or joint defense/common interest agreements.
3. The Board delegates to the General Manager and his or her Designee(s) the authority to enter into contracts wherein the Authority is the party providing goods or services within its expertise and in furtherance of its purposes as a water agency up to \$575,500 – for example, where the Authority agrees to participate in pilot projects or research with other water organizations or third-parties.
4. The Board delegates to the General Manager and his or her Designee(s) the authority to apply and execute application documents for grant funding beneficial to SNWA operations and to enter into grant funding agreements up to \$345,500, including, without limitation, those requiring matching or lesser funding or in-kind contributions. The Board further delegates to the General Manager and his or her Designee(s) the authority to accept grant funds and donations to the Authority up to the same amount and execute all necessary documentation.
5. The Board delegates to the General Manager and his or her Designee(s) the authority to accept and purchase easements, rights of way, licenses, permits and other temporary land use authorizations for the installation, operation and maintenance of SNWA facilities in amounts up to \$17,500; enter into and execute agreements and other documentation necessary to effectuate the transaction; and terminate any such interests acquired hereunder when no longer needed by the Authority.

6. With respect to leases, the Board further delegates to the General Manager and his or her Designee(s), subject to any limitations imposed by law and for up to \$100,000 per contract year, the authority to lease real property belonging to the Authority for uses that do not interfere with Authority operations, and to lease real property belonging to others in order to further the Authority's purposes and mission.
7. The Board delegates to the General Manager and his or her Designee(s) the authority to settle insurance claims within insurance company deductibles and to settle claims under the self-insurance program up to the statutory cap established in NRS Chapter 41, as it may be amended from time to time.
8. The Board hereby clarifies that all general delegations of authority to the General Manager to enter into and execute contracts and other documents necessarily include the power to terminate, assign, amend, and make other adjustments thereto, subject to review by with the General Counsel's Office and any Board-prescribed or applicable legal limitations. Further, the Board delegates the same authority to the General Manager and his or her Designees with respect to agreements and other documents approved by the Board, provided the exercise of such authority does not exceed the authority granted by the Board's approval.

BE IT FURTHER RESOLVED that the Board of Directors of the Southern Nevada Water Authority hereby ratifies previous actions of the General Manager and the General Manager's Designees taken in accordance with this Resolution, and hereby authorizes annual adjustments to the fiscal caps stated in Paragraphs 2 – 6 herein on January 1 of each year in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A.

This Resolution shall not limit any prior delegations of authority previously given by the Board to the Authority's General Manager, nor does it invalidate any actions taken by the General Manager or his or her Designees pursuant thereto. Further, this Resolution shall not impair the Board's ability to amend or revoke any delegations of authority. Examples provided herein are explanatory only and shall not limit the scope of this Resolution.

INTRODUCED, PASSED and APPROVED this _____ day of _____, 2023.

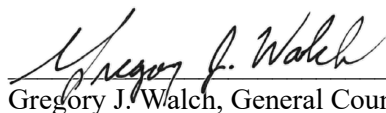
Southern Nevada Water Authority

Attest:

Marilyn Kirkpatrick, Chair

John J. Entsminger, Secretary

Approved as to Form:



Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

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 City of North Las Vegas and the Authority to convert more than 2.4 million square feet of cool season turfgrass to warm season turfgrass through the Authority's Water Efficient Technologies Program, for an amount not to exceed \$1,000,000.

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 City of North Las Vegas (City) operates 18 parks. New parks are designed and constructed with updated standards to use water efficiently. Parks constructed prior to 2003 often used cool-season turf varieties with high water requirements.

The City has been an active participant in the Authority's conservation programs since 2021, converting over 2 million square feet of live turfgrass at parks through the Water Smart Landscapes Program and saving over 117 million gallons annually.

The City is proposing to convert 2.4 million square feet of cool-season turfgrass to warm-season turfgrass at 18 parks in its jurisdiction. The water savings are projected to be more than 50 million gallons annually. If approved, the total rebate amount will not exceed \$1,000,000 and is subject to verification measurements at the completion of each project over a five-year period. This agreement amount includes a 10 percent contingency to accommodate variations between the estimated size and final measurements of the project.

This Agreement is being entered into pursuant to NRS Chapter 277 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH LAS VEGAS
AND THE
SOUTHERN NEVADA WATER AUTHORITY
WATER EFFICIENT TECHNOLOGIES PROJECTS**

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

RECITALS

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

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

WHEREAS, the Authority created Program options for non-single-family properties to receive a Program Rebate for converting cool season turf grass to warm season turf grass in defined functional turf areas;

WHEREAS, the City owns or controls eighteen (18) park properties with multiple parcels where the City has identified potential projects for participation in the Program (“Projects”) and which, collectively, qualify for an estimated Program Rebate of up to \$913,892 as described in Exhibit A;

WHEREAS, the City desires to replace an estimated 2.4 million square feet of irrigated cool season turf with irrigated warm season turf that saves 21 gallons per square foot of water, for which the Program will pay a Rebate of \$0.50 for the first 100,000 square feet and \$0.25 per square foot, thereafter, of turf area converted;

WHEREAS, the City has agreed to the terms of the Program which are described within the Program requirements, attached as Exhibit B, to the extent such terms are consistent with this Agreement;

WHEREAS, the Authority has conducted a pre-conversion review, which found the proposed Projects to be compliant with the Program’s requirements; and

WHEREAS, upon the City’s completion of each Project, the Authority will conduct a final inspection (“Final Inspection”) to ensure compliance with Program requirements and calculate and pay the Rebate amount; 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 City will receive a Program Rebate from the Authority for each Project that is satisfactorily completed.
- 2. Supplemental Program Terms.** Notwithstanding the standard Program requirements contained on Exhibit B, the Parties agree to the following exceptions to the standard Program requirements, which shall take precedence over conflicting terms in Exhibit B.
 - a) Projects where the City replaces irrigated cool season turf grass with irrigated warm season turf grass shall be Rebated at \$0.50 per square foot of irrigated turf grass replaced for the first 100,000 square feet, and \$0.25, thereafter.
 - b) Where the City is the lessee of the land upon which the Project is located, the City agrees to maintain the Project and sustain its water efficiency benefits for the lesser of (i) ten (10) years; or (ii) for the duration of the City's control of the property.
 - c) Upon the Effective Date, the City will have five (5) years to complete the Projects and receive a Rebate (the "Term"). If the incentive rate is modified during the Term of this Agreement, the Rebate will be paid at the prevailing incentive rate in force at the time of each Project's completion. Projects not completed within the Agreement's Term shall not be eligible for the Rebate under this Agreement, except as provided in subsection (e) and (f).
 - d) If the Authority's Final Inspection occurs less than sixty (60) days prior to termination of the Term of this Agreement, and the Authority determines the Projects do not meet the Program requirements, the City shall have sixty (60) days from the date the Authority notifies the City of the failed Final Inspection to take corrective action and obtain the Rebate.
 - e) Upon mutual agreement of the Parties, and in consideration of the City's effort to convert an extraordinary amount of turf under the Program, the Parties may agree to a 1-year extension of this Agreement to allow the City to complete no more than 10% of the total Projects covered by this agreement. Any such extension shall be processed as an amendment to this Agreement.
- 3. Contingency.** The Project size and associated Rebate amounts have been estimated. Actual Rebate amounts will be based upon precise measurements taken upon a Project's completion. This Agreement includes an approximate contingency of approximately ten (10) percent, which is \$86,108, to accommodate potential variation between Project estimates and completed Project measurements. At the Authority's sole discretion, Project funds not committed or expended may be used to Rebate additional eligible projects identified by the City in an amount not to exceed the Agreement's cost ceiling of \$1,000,000.
- 4. Final Inspection.** After the City notifies the Authority of a Project's completion, the Authority will conduct an inspection ("Final Inspection") to verify compliance and determine the final Rebate amount. If the Project fails inspection, as detailed in Section 2(e) above, the City will have sixty (60) calendar days or the remainder of the Term of this Agreement, whichever is greater, to take corrective action to fully comply with the Program's conditions. The Authority will notify the City of the results of the Final Inspection and the Rebate amount.
- 5. 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.

- 6. No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the City and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action, in the public, or any member of the public.
- 7. 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.
- 8. Notices.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, each Party's notice information is set forth below:

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

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

To the Authority: Enterprise Conservation Division
Southern Nevada Water Authority
100 City Parkway, Suite 700 MS 530
Las Vegas, NV 89153

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

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

- 9. Successors.** This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.
- 10. 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.

11. **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.
12. **Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by the City's governing body and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.
13. **Termination.** The City may terminate this Agreement as to any uncompleted Project(s) at any time prior to acceptance of the Rebate for the Project(s) being terminated by providing written notice to the Authority.
14. **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.
15. **Integration / Merger.** This Agreement (including the exhibits hereto) constitutes the entire agreement between the Parties related to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof are superseded by this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.
16. **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 City'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 City's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
17. **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.
18. **Approval.** This Agreement will not be effective until it is approved by the City's governing body and executed by the City's duly authorized representative, and it has been approved and executed by the Authority's duly authorized representative.
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.** 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.

- 21. Severability.** If 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.
- 22. 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.
- 23. Entire Agreement.** This Agreement and the project applications submitted by the City set 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.
- 24. 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 City 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.
- 25. 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.

**CITY OF NORTH LAS VEGAS
CLARK COUNTY, NEVADA**

Date of Council Action: _____

Pamela A. Goynes-Brown
Mayor

ATTEST:

APPROVED AS TO FORM:

Jackie Rodgers
City Clerk

Micaela Rustia Moore
City Attorney

SOUTHERN NEVADA WATER AUTHORITY

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

John J. Entsminger
General Manager



Steven C. Anderson
Deputy Counsel – Legal Services

Exhibit A – Scope of Potential Projects

#	Park Name	Address	Parcel Number	WET Estimated Square Footage	Estimated Incentive	Estimated Water Savings
1	Nature Discovery	2627 Nature Park Dr	12420611002	520,215	\$ 155,054	10,924,515
2	Seastrand Park	6330 Camino Eldorado Ave	12421810001	393,563	\$ 123,391	8,264,823
3	College Park	2613 Tonopah Ave	13924410048	41,558	\$ 20,779	872,718
4	Tonopah Park	200 E. Tonopah Ave	13922711089	9,926	\$ 4,963	208,446
5	Valley View	2000 Bennett St.	13922212027	157,677	\$ 64,419	3,311,217
6	Boris Terrace Park	2200 E. Cartier	13914712007	15,877	\$ 7,939	333,417
7	Petitti Park	2500 Donna St	13914403001	217,098	\$ 79,275	4,559,058
8	Prentis Walker	1509 June Ave	13916310070	25,551	\$ 12,776	536,571
9	Annie Walker Park	2227 W. Evans	13917702001	65,561	\$ 32,781	1,376,781
10	Cheyenne Ridge	3814 Scott Robinson Blvd	13909210002	105,641	\$ 51,410	2,218,461
11	Goynes Park	3909 Washburn Rd	12431701031	162,676	\$ 65,669	3,416,196
12	Monte Vista Park	4911 Scott Robinson Blvd	12433414001	94,336	\$ 47,168	1,981,056
13	Richard Tam Park	4631 Rockpine Dr	13902102006	146,492	\$ 61,623	3,076,332
14	Gold Crest Park	714 Craig Creek Ave	13903310082	78,957	\$ 39,479	1,658,097
15	Nicholas E. Flores Jr. Park	4133 Allen Ln	13906801003	160,734	\$ 65,184	3,375,414
16	Eldorado Park	5900 Camino Eldorado Ave	12428714002	179,567	\$ 69,892	3,770,907
17	Alexander Library	1755 W. Alexander Rd	13909101002	15,909	\$ 7,955	334,089
18	Kiel Ranch	2465 Kiel Wy.	13915801015	8,277	\$ 4,139	173,817
Totals				2,399,615	\$ 913,892	50,391,915
Contingency (9.42%)					\$ 86,108	
Total Incentive					\$ 1,000,000	

Exhibit B – Conservation Programs and Conditions



Southern Nevada Water Authority's
Water Efficient Technologies Program
Application and Agreement



Owner or Business Name:		
Conversion Address:		
City, Zip Code:		
Telephone Number(s):		
Contact Person (if not owner)		
E-mail address:		
Rebate address:		

Project Type: ☐ HOA, Apartments or Mobile Home Park
 ☐ Commercial or Institutional

Multiple property applications (locations) associated with this project? ☐ yes ☐ no

Application Type (Select one):

☐ Menu item (Technology: _____)

☐ Performance (Technology: _____)

Important reminder: Applicants must participate in a pre-conversion site visit before starting a project.

I certify that I am the property owner or the owner's representative. I understand and agree to the program conditions on the back of this form.

Applicant's signature

Date

Applicant's printed name and title (if owner's agent)

SNWA USE ONLY - SNWA has verified this property's eligibility to participate and approved this agreement.
Participant IDs of any associated properties:

SNWA Representative's signature

Date

Completion period expires

White copy to SNWA and yellow copy to customer.

SNWA Conservation – P.O. Box 99956 – Las Vegas, NV 89193-9956

Version May 31, 2018

Exhibit B Cont'd – Water Efficient Technologies Standard Program Application and Terms

Pre-Conversion Eligibility

- ◆ The applicant must be the property owner or the property owner's agent.
- ◆ The project must conserve water from a service account(s) in good standing with a Southern Nevada Water Authority (SNWA) agency.
- ◆ SNWA 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.

Technical Requirements

- ◆ Only capital improvements determined by SNWA to conserve at least one hundred thousand (100,000) gallons per year qualify.
- ◆ The project must be sustained for a minimum of ten (10) calendar years, or transfer of property title, whichever comes first. 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.
- ◆ If a project qualifies for other SNWA incentive programs, SNWA may reject the application and instead require the applicant to enroll in an alternative program.

Calculation of Water Savings and Rebates

- ◆ SNWA has total and final authority in determining the potential water savings for each type of technology and the costs of that technology that are 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.
- ◆ Menu item applications. A menu of qualifying technologies and their incentive values is available from SNWA. The payment will equal the listed maximum incentive amount, or 50% of the total project cost, whichever is less. For select menu items, SNWA may provide an incentive for installations in new buildings at a reduced incentive level. Products that may qualify for incentive as an original installation are identified on the menu with an associated incentive level.
- ◆ Performance applications. For items not listed on the menu, SNWA will review applications on a case-by-case basis. SNWA reserves the right to determine conservation savings following a six-month post-installation performance review. This program pays up to per \$45 per 1,000 gallons of reduction in annual consumptive water use and \$15 per 1,000 gallons annual reduction in uses where the conserved water is normally returned to the sanitary sewer. In any case, payment will not exceed 50% of the total project cost for consumptive savings and will not exceed 50% of the products cost for non-consumptive use water. SNWA may, at its sole discretion, agree by letter to provide an incentive for original installations at a reduced incentive level.
- ◆ Multi-year payments. For qualifying technologies installed under a multi-year contract between the property owner and vendor, SNWA 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 \$100 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.

Terms of Incentive Rebate

- ◆ Participation is conditional upon acceptance of the project by the SNWA. Applications will be accepted or rejected in writing. Letters of approval may specify additional terms and requirements, which will become part of this agreement.
- ◆ SNWA reserves the right to limit or reject applications subject to availability of funds.
- ◆ Each property or project is limited to \$500,000 in approved payments per SNWA fiscal year (July 1 – June 30) for non-consumptive use water savings. This limit is aggregate for all program tracks. Each project or property is limited to \$500,000 in approved payments per SNWA fiscal year (July 1-June 30) for consumptive use water savings. This limit is aggregate for all program tracks.
- ◆ This agreement expires in one calendar year. The term begins the day after the applicant's receipt of the letter of acceptance and ends at 5 p.m. on the first business day after one calendar year has elapsed. The applicant must notify SNWA of completion prior to expiration of the agreement.
- ◆ Upon project completion, SNWA will conduct a final inspection to verify compliance with the program conditions. If the property fails inspection, the applicant will be allowed 60 days or the remainder of the one-year period, whichever is greater, to fully comply with the program conditions.
- ◆ Equipment or fixtures that are replaced through the program, for which the rebate has been paid, cannot be reinstalled within the SNWA service area.

Other Responsibilities of the Applicant

- ◆ SNWA enforces only the conditions of this agreement. The applicant is responsible for complying with all laws, policies, codes and covenants that may apply. **Rebates may be considered taxable income; therefore, customer must provide a current W-9 form prior to receiving the rebate.**
- ◆ The customer is responsible for submitting calculated water savings information in electronic format.
- ◆ The customer is responsible for any on-site water sampling needed to verify calculations.

Exhibit B Cont'd – Water Efficient Technologies Standard Program Application and Terms



Cool-To-Warm-Season Turf Conversion Program The Southern Nevada Water Authority (SNWA) is offering this Cool-to-Warm-Season Turf Conversion (Program) rebate incentive through the existing Water Efficient Technologies Program to encourage the use of more water-efficient grasses and ground cover at properties with “functional turfgrass,” such as parks, schools, golf courses, cemeteries, and functional turf areas within community association-governed properties.

Pre-Conversion Eligibility

- Applicant’s property must be a non-single-family-residential parcel within the SNWA service area.
- SNWA may require an interlocal agreement to execute the incentive based upon property type and ownership.
- SNWA, in its sole discretion, will determine project and incentive eligibility.
- Project areas must be designated as functional turf by definitions developed for Assembly Bill –356 and the Nonfunctional Turf Advisory Committee’s Recommendations Report adopted by SNWA.
- Projects must quantifiably reduce consumptive water use of irrigated landscaping.
- Projects that have been approved and received a rebate incentive prior to submitting this application are not eligible.

Technical Requirements

- The project must use warm season turfgrass species to replace cool season turfgrass species. Warm season species must be approved by SNWA and may include Bermuda grass, seashore paspalum, zoysiagrass, St. Augustine grass, centipede grass, buffalo grass, and ground covers such as kurapia in seed or vegetative forms.
- Projects may be completed with seed, sod, or stolon; however, the incentive amount and requirements will not vary by application type; seeded projects may take up to three years to complete.
- **Project areas may not be overseeded with cool-season grasses after the conversion to warm-season turfgrass.**
 - Multi-year projects must be completed in consecutive planting seasons (up to 3 years).
- Multi-year projects will be subject to a performance review of water savings for the property.
- If a project requires consumptive water-use reduction confirmation, SNWA, shall be solely responsible for calculating the water use.

Terms of Incentive Rebate

- The incentive shall be in the form of a cash rebate, the amount of which will be calculated by square footage converted from cool-to-warm season species, paid at a rate of \$.50 per square foot for the first 100,000 square feet and \$.25 per square foot thereafter, regardless of application technique.
- SNWA reserves the right to limit or reject applications subject to availability of funds.
- SNWA may require invoices of associated material costs to demonstrate project completion.
- SNWA will not pay for labor costs incurred during the project beyond the standard incentive.
- Through participation in this Program, SNWA reserves the right to perform water saving evaluations from meter(s), servicing the property.
- The agreement expires in one to three years calendar year(s) depending on the conversion type and method. The term for completing a project begins the day after the applicant’s receipt of the letter of acceptance from SNWA and ends at 5 p.m. on the first business day after one calendar year has elapsed. The applicant must notify SNWA of completion prior to expiration of the agreement’s term.
- Projects that cannot be completed within one calendar year must receive SNWA’s pre-approval.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

Award of Bid

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors award a bid for the purchase of data center communications room equipment to Leading Edge Design Group Inc., in an amount not to exceed \$1,041,783 and authorize the General Manager, or designee, to sign the purchase agreement.

Fiscal Impact:

The requested \$1,041,783 is available in the Authority's Capital Budget.

Background:

Bid No. 011131, Data Center Equipment, is for equipment necessary for the SNWA Communications Room Project (Project). Sealed bids were advertised beginning June 29, 2023, and publicly opened on July 19, 2023. A tabulation of bids received is listed below:

Leading Edge Design Group Inc.	\$1,041,783.00
Clutch Solutions	\$1,123,462.60
Gexpro	\$1,143,869.83
Graybar Electric Company	\$1,148,621.22
SHI International Corp	\$1,190,719.58
Anvil Works LLC	\$1,191,771.89

Leading Edge Design Group Inc. (LEDG) was the lowest responsive and responsible bidder as defined by NRS 332.065(2). The attached Agreement ITB NO. 011131 Data Center Equipment and the Contract Documents referenced therein (Agreement) provide for LEDG to accept and agree to all contract terms found in the Agreement.

If approved, this Agreement provides the terms and conditions for LEDG to supply data cabinets, equipment and battery backup capabilities for communication infrastructure that will be installed as part of the Project at the Alfred Merritt Smith Water Treatment Facility. To ensure operational capabilities during a power outage, a separate cooling system, as well as a battery backup, will be supplied as part of this Agreement.

This agreement is being entered into pursuant to NRS 332.065 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type: Privately Held Corporation
Business Designation Group: MBE
Number of Clark County Residents Employed: 0
Corporate/Business Entity Name: Leading Edge Design Group Inc
Doing Business As:
Street Address: 86 Chosen Vale Lane
City, State, and Zip Code: Enfield, NH 03748
Website: www.ledesigngroup.com
Contact Name: Todd Boucher
Contact Email: tmb@ledesigngroup.com
Telephone No: (617) 865-7420
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

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.

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.

No Ownership More than Five Percent (5%) Statement (if applicable):

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached?

Number of Board members/Officers?

Number of Owners? 1

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Todd Boucher	Principal	100

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

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

- A. Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? No
- B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? No

Disclosure of Employee Relationship/Ownership/Involvement: *(List any disclosures below)*

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department
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Business Entity Authorized Signature:

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name: Todd Boucher
Signer Title: Principal
Signer Email: tmb@ledesigngroup.com
Signed Date: 7/17/2023
E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

Y **No** Disclosure or Relationship is noted above or the section is not applicable.

 Disclosure or Relationship **IS** noted above (complete the following):

- Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?
- Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

Valdepena, Daniel
Signature

Valdepena, Daniel
Purchasing Analyst
Print Name/Title

8/1/2023
Date

**AGREEMENT
ITB NO. 011131
DATA CENTER EQUIPMENT**

THIS AGREEMENT, made and entered into, by and between the Southern Nevada Water Authority (Owner) and Leading Edge Design Group Inc. (Provider).

The Parties do mutually agree as follows:

- a) Owner agrees to purchase, and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the Agreement.
- b) Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
- c) For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- d) Contract Documents which comprise the entire agreement between Owner and Provider for the performance of Work consist of the following (as applicable):

Amendments
Agreement
Addenda
Technical Specifications, Statement of Work or Specifications
Addenda
Contract General Provisions
Contract General Conditions
Contract Special Conditions
Contract Technical Specifications, Statement of Work or Specifications
Response Submission

IN WITNESS WHEREOF, Provider has caused this agreement to be executed the day and year last entered below.

LEADING EDGE DESIGN GROUP INC.

SOUTHERN NEVADA WATER AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:
Construction Award

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

Recommendations:
That the Board of Directors award a contract for the installation of electrical equipment to Lakeland Electric, Inc., in the amount of \$1,198,714, authorize a change order contingency amount not to exceed \$110,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

The requested \$1,198,714 is available in the Authority's Capital Budget.

Background:

Commitment No. 009871 (3162S), Pumping Station 1A – Electrical Equipment Upgrades (Contract), located as generally shown on Attachment A, consists of the installation of Authority-supplied medium-voltage equipment, components, support systems, and equipment pads. The Contract requirements also cover evaporative cooler improvements, modification of existing concrete walls and electrical system analysis.

Sealed bids were received and publicly opened on August 10, 2023. The sole bid received is listed below:

Lakeland Electric, Inc.

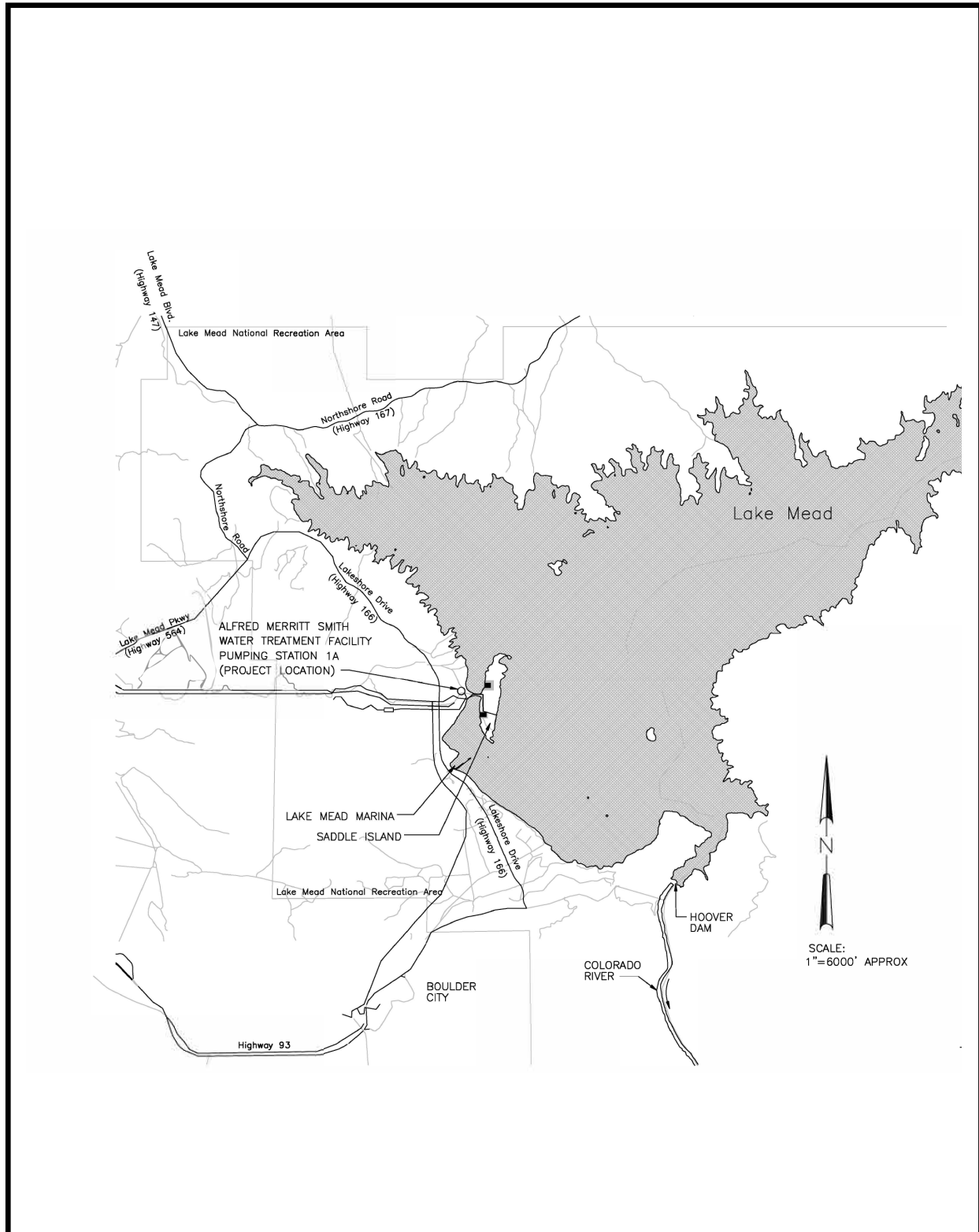
\$1,198,714

The Lakeland Electric, Inc. (Lakeland) proposal is considered to be the best bid received as defined by NRS 338.1389. This bid is reasonable based upon Authority estimates. The attached agreement provides for Lakeland to accept and agree to all Contract terms. Lakeland 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.

**SNWA BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. 3162S_009871
PUMPING STATION 1A – ELECTRICAL EQUIPMENT UPGRADES**





Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	["SBE - Small Business Enterprise: An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000."]
Number of Clark County Residents Employed:	45
Corporate/Business Entity Name:	Lakeland Electric, Inc.
Doing Business As:	N/A
Street Address:	5350 Grant Ave
City, State, and Zip Code	Cleveland , Ohio 44125
Website:	N/A
Contact Name:	Jeffrey Boring
Contact Email:	jeff@lakelandnevada.com
Telephone No:	216-520-5025
Fax No:	N/A

Nevada Local Business Information (if applicable)

Local Street Address:	921 American Pacific #302
City, State, and Zip Code	Henderson, NV 89014
Local Website:	N/A
Local Contact Name:	Jeffrey Boring
Local Contact Email:	jeff@lakelandnevada.com
Telephone No:	702-340-9786
Fax No:	N/A

Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

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.

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	No
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Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Greg Vittardi	President	100

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

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

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Jeffrey Boring
Signer Title:	Vice President
Signer Email:	Jeff@lakelandnevada.com
Signed Date:	2022-10-11

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.


Signature

shannon ono / construction manager
Print Name/Title

10/11/2022
Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Southern Nevada Water Authority, hereinafter referred to as Owner, and Lakeland Electric, Inc.

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

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

Title: PUMPING STATION 1A – ELECTRICAL EQUIPMENT UPGRADES

Project No: 3162S

Commitment No: 009871

Public Works Project Identifying Number: CL-2022-02

2. 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. 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:

[CONTRACTOR'S NAME]

By: _____
Signatory Empowered to Bind Contractor

Type or Print Name

Official Title

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger
General Manager

Approved as to Form:



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

END OF DOCUMENT

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

PUC Intervention

Petitioner:

Gregory J. Walch, General Counsel

Recommendations:

That the Board of Directors ratify the Authority's intervention in Public Utility Commission Docket 23-06007, Nevada Energy's General Rate Application case, and authorize its continued participation in the matter.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On June 5, 2023, Nevada Power Company d/b/a NV Energy (NVE) filed an application with the Public Utilities Commission of Nevada (PUCN) to adjust its annual revenue requirement, seeking approval to increase general rates charged to all electric customers (Application). As electric customers of NVE, the Authority and its member agencies are subject to several of NVE's rate schedules, including those for water pumping service, distribution-only service (DOS), and large general service.

If NVE's Application is approved, the rates charged to the Authority and its member agencies will increase significantly. For example, DOS rates will increase by approximately 80 percent. The Authority and its member agencies would also be negatively impacted by NVE's proposed return-on-equity increase from 9.4 percent to 10.2 percent. The Authority is therefore directly and substantially interested in the outcome of NVE's Application, and as such has filed to intervene and participate in the proceeding pursuant to NAC 703.580.

Accordingly, the Board of Directors is being asked to ratify the Authority's Petition for Leave to Intervene in PUCN Docket 23-06007, filed on July 3, 2023, and approved pursuant to NAC 703.595 as of August 14, 2023. The Board is also being asked to authorize the Authority's on-going participation in the resolution of NVE's Application through its attorneys at Holland & Hart.

This action is authorized pursuant to NAC 703.580 and 703.595 and Sections 5 and 6 of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

Subject:

Update on Community Collaboration

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors receive a presentation on the collaboration among Las Vegas Grand Prix, Inc., WaterStart Channels for Innovation, MGM Resorts International and the Authority.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The Las Vegas Grand Prix, Inc. (LVGP) will be hosting a race in November 2023 within the Las Vegas strip corridor. LVGP is committed to the sustainable use of water for its event and has partnered with WaterStart Channels for Innovation (WaterStart), MGM Resorts International (MGM) and the Authority to conduct an atmospheric water generation (AWG) pilot project (Project). This Project will evaluate water technologies to offset the event's consumptive water uses.

While LVGP will use non-evaporative cooling systems in the paddock, an estimated 80,000 to 100,000 gallons of water will be required for track cleaning and maintenance. This Project will deploy AWG technology to capture water vapor exhaust from MGM evaporative coolers. AWG units vary in size, but the largest commercially available systems can produce more than 2,500 gallons per day in optimal operating conditions. Although operating conditions are typically less than optimal in the dry Southern Nevada desert, evaporative cooling tower exhaust is typically 99 percent humidity, making the exhaust column an ideal source of warm, saturated air allowing the AWG to function. This Project is intended to both produce the required volume of water for race operations and evaluate the effectiveness of coupling AWG technology with cooling tower exhaust systems for broader application.

At this time, the Board of Directors is being asked to receive a presentation on the collaborative effort among LVGP, WaterStart, MGM and the Authority.

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

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
September 21, 2023

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 initiatives, 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 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.