

**AMENDMENT NO. 1 to
FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN THE
CLARK COUNTY WATER RECLAMATION DISTRICT
AND THE SOUTHERN NEVADA WATER AUTHORITY**

This Amendment No. 1 (“Amendment”) to the May 19, 2022 First Amended and Restated Interlocal Agreement (“Restated Agreement”) is made by and between the Clark County Water Reclamation District, a General Improvement District created pursuant to the provisions of NRS Chapter 318 (“DISTRICT”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“AUTHORITY”). DISTRICT and AUTHORITY are sometimes hereinafter referred to individually as “Party” or collectively as the “Parties.” The “Effective Date” of this Amendment is the date of the last signature on this Amendment, and capitalized terms undefined herein shall have the meanings assigned to them in the Restated Agreement.

WITNESSETH:

WHEREAS, the Parties entered into an initial interlocal agreement, effective September 15, 2011, for the AUTHORITY to supply a portion of the energy needs for DISTRICT water and wastewater operations (the “2011 Agreement”); and

WHEREAS, the Parties amended the 2011 Agreement by executing the Restated Agreement, effective May 19, 2022, to voluntarily incorporate changes in the law pertaining to renewable energy portfolios and to make other adjustments; and

WHEREAS, the AUTHORITY entered into an agreement with Boulder Flats Solar, LLC (“Developer”) to participate in a generation project (“Project”) and procure Renewable Energy for the DISTRICT; and

WHEREAS, Project costs have since significantly increased for the Developer during the many months of Project development and permitting efforts; and

WHEREAS, the Developer was therefore required to increase the cost of the Renewable Energy to be sold to the AUTHORITY for the benefit of DISTRICT in order to secure financing for and complete the Project; and

WHEREAS, the Parties desire to Amend the Restated Agreement to accommodate the aforementioned price increase.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree to amend the Restated Agreement by deleting the text of Exhibit A, Paragraph 2 in its entirety and replacing it with the following language:

“2. *Price*

The price of all delivered Renewable Energy sold by the AUTHORITY to the DISTRICT shall be \$38.15/MWh subject to the adjustment set forth in Section 7 below.”

All other terms and conditions of the Restated Agreement shall remain in full force and effect.

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

CLARK COUNTY WATER RECLAMATION DISTRICT

Clark County, Nevada

By: _____
THOMAS A. MINWEGEN
General Manager

Dated: _____


APPROVED AS TO FORM:



DAVID STOFT
General Counsel

Dated: 2/14/23


SOUTHERN NEVADA WATER AUTHORITY

By: 

JOHN J. ENTSMINGER
General Manager

Dated: January 24, 2023

APPROVED AS TO FORM:

 for

GREGORY J. WALCH
General Counsel

Dated: 1/23/2023