

**FIRST AMENDMENT TO
RESTATED INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LAS VEGAS AND THE SOUTHERN NEVADA WATER AUTHORITY**

This *First Amendment to Restated Interlocal Agreement between the City of Las Vegas and the Southern Nevada Water Authority* (this "First Amendment") is made by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("CITY"), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("AUTHORITY"). CITY AND AUTHORITY are sometimes hereinafter referred to individually as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Parties entered into an *Interlocal Agreement*, effective July 15, 2009, for the AUTHORITY to supply a portion of the electrical energy needs for CITY's water and wastewater operations (the "2009 Agreement"); and

WHEREAS, the Parties amended the 2009 Agreement by executing the *Restated Interlocal Agreement*, effective May 24, 2022 ("Restated Interlocal Agreement"), to voluntarily incorporate changes in Nevada law pertaining to renewable energy portfolios and to make certain 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 CITY; and

WHEREAS, Project construction costs have since significantly increased for the Developer during the Project development and permitting process; 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 CITY in order to secure financing for the completion of the Project; and

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

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree to amend the Restated Interlocal Agreement as follows:

AGREEMENT:

1. The "Effective Date" of this First Amendment is the date last signed by either Party as indicated on the signature pages below.

2. The Restated Interlocal Agreement is amended 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 CITY shall be \$38.15/MWh subject to the adjustment set forth in Section 7 below."

3. Each Party represents and acknowledges that as of the date of this First Amendment, it (i) is not in default under the terms of the Restated Interlocal Agreement; (ii) does not have any defense, set off or counterclaim to the enforcement by the other Party of the terms of the Restated Interlocal Agreement; and (ii) is not aware of any action or inaction by either Party that would constitute an event of default by either Party under the Restated Interlocal Agreement.

4. In the event of a conflict between any provision(s) of the Restated Interlocal Agreement and of this First Amendment, this First Amendment shall control.

5. Unless otherwise specifically defined in this First Amendment, all capitalized terms used herein shall have the meaning ascribed to them in the Restated Interlocal Agreement.

6. All other terms and conditions of the Restated Interlocal Agreement shall remain in full force and effect, and the Restated Interlocal Agreement is hereby ratified and confirmed by the Parties, in full.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the Effective Date.

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman
Mayor

Date: _____

Attest:

By: _____

LuAnn D. Holmes, MMC
City Clerk

Date

Approved as to Form:

By: John S. Ridilla 12/6/22

John S. Ridilla
Chief Deputy City Attorney

Date

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**FIRST AMENDMENT TO
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Signature Page (continued)

SOUTHERN NEVADA WATER AUTHORITY

By: _____

John J. Entsminger
General Manager

Date: _____

Approved as to Form:

By: _____

Gregory J. Walch
General Counsel

Date