

OFFICIAL RECORD

Requested By:

DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: OCTOBER 7, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 18 Fee: 0.00
BK-1011 PG-1344 RPTT: 0.00



Name: DEBBIE BEAM, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.238

(Title of Document)

2011.238
2011 OCT -7 AM 10: 52
[Signature]

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
And
MARCUS G. FAUST, P.C.
332 CONSTITUTION AVENUE, NE,
WASHINGTON, D.C. 20002**

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the continued professional services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE OF CONTRACT. This contract shall become effective October 6, 2011, through January 5, 2013.

2. SERVICES TO BE PERFORMED. The Contractor will serve as consultant and government relations advisor to the County in Washington, D.C. and in Nevada as needed. In this role, Contractor will report to and receive guidance from the Douglas County Board of Commissioners or their designee and undertake such activities as directed including:

A. Representation and advocacy for the interests of Douglas County relating to public land and water related issues with federal agencies and Congress including the Nevada Congressional delegation and other matters as may arise as more fully detailed in the Proposal as set forth in Exhibit A.

3. PAYMENT FOR SERVICES. Contractor agrees to perform the work set forth in paragraph two at a retainer cost of \$4,000 per month. Expenses incurred by Contractor in the normal course of this representation shall be billed over and above the fee for services. Such expenses may include airfare, travel and meals incidental to the representation which are pre-approved by the Douglas County Manager. Total expenses may not exceed \$3,000 during the term of this contract. Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment shall be submitted no later than ten (10) days after each monthly billing period.

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4. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to Employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for Independent contractors are met.

5. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with ¶B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Marcus G. Faust, P.C., has entered into a contract with Douglas County to perform work from October 6, 2011 to January 31, 2013 and requests that the authorized insurer provide to Douglas County: 1) a certificate of coverage issued pursuant to NRS 616B.627; and, 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice shall be mailed to: Douglas County Manager; Post Office Box 218; Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term on the contract. If Contractor does not maintain coverage throughout the entire term on the contract, Contractor agrees that the County may terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of Chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

6. TERMINATION OF CONTRACT. This contract may be revoked without cause by either party, provided that a revocation shall not be effective until five days after a party has served written notice upon the other party. Contractor will be paid for all work that has been performed up to the date of termination. If termination is made before the end of the month, the monthly retainer fee shall be pro-rated.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626, and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. Any action regarding this contract shall be filed in the Ninth Judicial District Court in the State of Nevada. There are to be no inferences construed against the drafter of the contract.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall not assign or transfer any rights, obligations or duties under this contract.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this

contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor (including those remitted to the County by Contractor pursuant to ¶ 12), unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Marcus G. Faust 9/28/2011
Marcus G. Faust, P.C. (Date)

Michael A. Olson October 6, 2011
Michael Olson, Chairman (Date)

Attest: Ted Thran
Ted Thran, Douglas County Clerk

BY Juanita Sanchez
CLERK TO THE BOARD

Marcus G. Faust, P.C.
Attorney and Counselor at Law

Admitted to Practice
District of Columbia
Utah

332 Constitution Avenue, N.E.
Washington, D.C.
20002

Telephone (202) 547-5400
Facsimile (202) 543-5740
E-mail MarcusFaust@msn.com

**Proposal: Federal Lobbyist Services for Douglas County,
Nevada**

Lisa Granahan
Assistant County Manager
Douglas County, Nevada
1594 Esmeralda Avenue
Minden, Nevada 89423

Dear Ms. Granahan:

I appreciate the opportunity to respond to the request for proposals for general Washington, D.C. representation for Douglas County, Nevada. Marcus G. Faust, P.C. (MGFPC) is a Washington-based law firm specializing in representing units of local government and public agencies at the federal level. Our clients include cities, counties, state agencies, regional authorities, water districts, regional and municipal transit agencies, airports and nonprofit organizations.

For two decades, my firm has enjoyed helping other units of local government in Nevada, Utah and California to take advantage of opportunities and solve problems within the Legislative and Executive branches of the federal government. Since 2009, I have been working together with the professional staff from Douglas County towards legislative solutions on issues ranging from federal funding of water and transportation infrastructure projects to crafting legislation to resolve public land issues. I have over 32 years of federal experience specializing on legislative solutions for expanding public services, meeting growing transportation needs, resolving public land conflicts, providing for water and wastewater infrastructure, and advising on airport issues.

Please let me know if you need additional information. I look forward to discussing project details with you in the near future. Feel free to contact any of my current or past clients for a reference; contact information is included.

Best Regards,

Marcus G. Faust, Attorney at Law

Project Approach and Organization

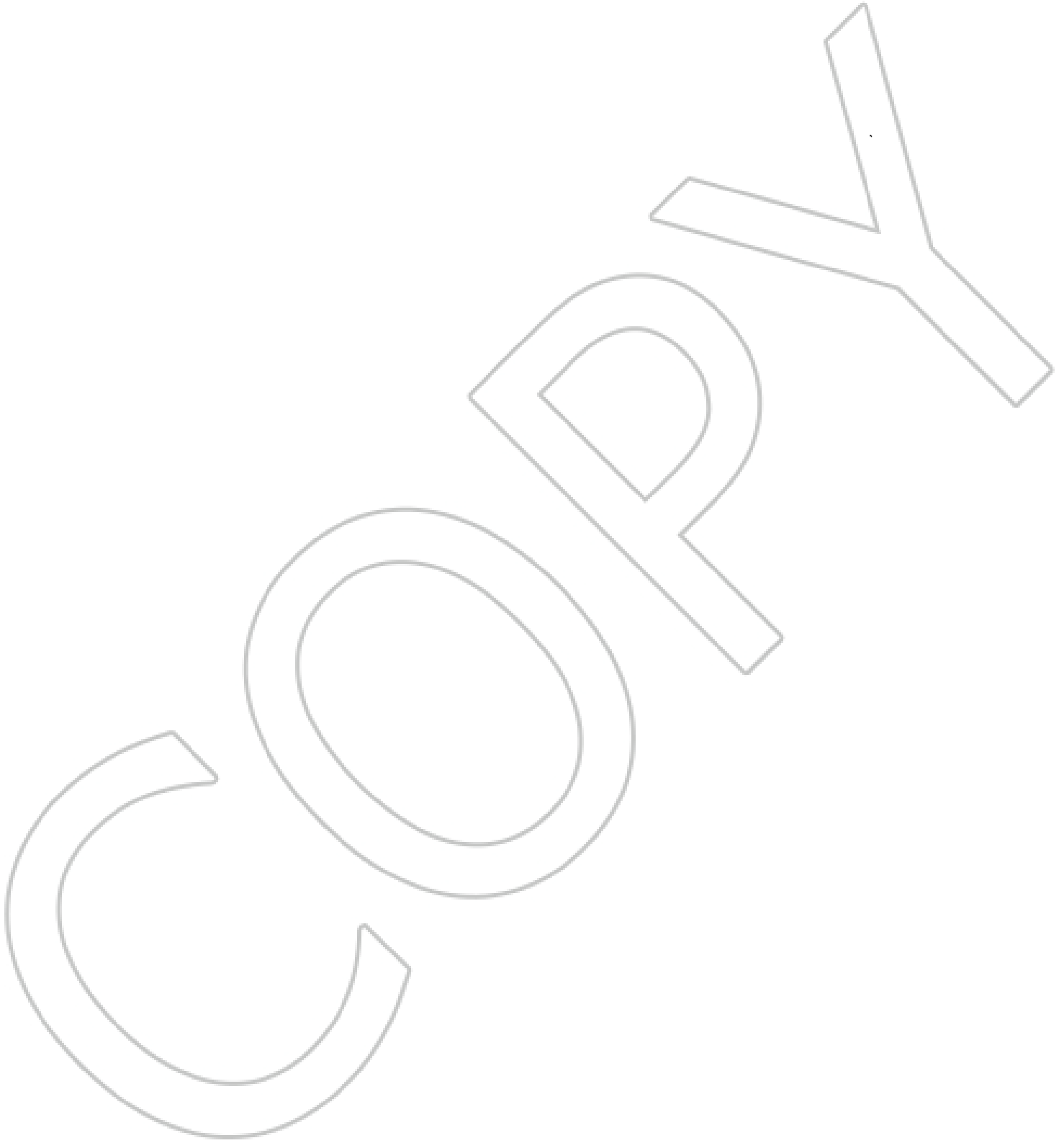
For over 30 years, Marcus G. Faust, P.C. has specialized in representing units of local government in Washington, D.C. Mr. Faust and his team work closely with the members of the Nevada Congressional delegation and their respective staff members to ensure that Douglas County's needs are incorporated into key legislation. Olivia Sanford (Legislative Director) and Destiny Iorg (Legislative Assistant) assist Mr. Faust with all client needs. The Marcus G. Faust, P.C. team believes that its success is directly tied to the firm's reputation for transparency, honesty and professional ethics. Members of the Marcus G. Faust, P.C. team maintain current registrations as registered lobbyists and comply fully with new laws which govern the lobbying industry.

Marcus G. Faust, PC enjoys strong personal relationships of trust with the members of the Nevada Congressional delegation and their individual staff members, regardless of their party affiliation. This relationship of trust that has been developed over two decades of work in Nevada, will contribute to the success of Douglas County's legislative agenda.

Marcus G. Faust, PC would continue to serve Douglas County by accomplishing the following goals:

- 1) Represent and advocate for the interests of Douglas County relating to public land and water related issues with federal agencies and the Congress including the Nevada Congressional delegation and other matters as may arise.
- 2) Monitor and obtain information from the Executive Branch and Congress with respect to all matters which Douglas County may have interest in. Specifically, MGFPC will closely monitor the development of policy within the Administration and Congress, the development of budgets for appropriations and any other areas of interest.
- 3) Actively lobby the Congress and the agencies of the Executive Branch on behalf of the interests of Douglas County. This will involve arranging meetings for personnel of Douglas County with officials or staff of these federal; the preparation of legal memoranda, Congressional testimony and briefing papers; assisting in devising and implementing a legislative strategy; liaison work with key members of the House and Senate Committees with jurisdiction over the area of interest to Douglas County.
- 4) Provide regular briefings to the Douglas County as needed and travel to Nevada to meet with Douglas County officials as requested.

- 5) Provide office and administrative support services to Douglas County personnel while in Washington, D.C.



Areas of Expertise

Marcus Faust's specific expertise in overseeing enactment and implementation of public land transfer legislation has enabled him to work on other public lands bill throughout the States of Nevada, California and Utah. The firm has been involved on every public lands bill that has passed Congress over the past twenty years. In Nevada, the most notable legislation that Mr. Faust helped to pass is the Southern Nevada Public Lands Management Act (SNPLMA). This legislation has served as the model for the subsequent legislation in Clark, Lincoln and White Pine Counties with which Mr. Faust was also involved. Other states, like Utah, California and Idaho, have also looked at SNPLMA as a way to address their public lands issues.

In addition to our expertise in public land issues, Marcus G. Faust, PC (MGFPC) has obtained significant experience in federal funding issues, western water issues, energy, surface transportation and aviation issues.

Since 2009, the firm has advised the County on federal funding strategies for the Minden Water system, Douglas County water infrastructure projects and the Lake Tahoe Bike Path. MGFPC has monitored legislation regarding the restoration of Lake Tahoe Environmental projects. Finally, we have worked with the Nevada Congressional delegation to ensure that the Federal Emergency Management Agency (FEMA)'s flood mapping process is revised to ensure that county residents are not adversely affected and forced to buy flood insurance when it's not needed.

Going forward, our firm's general representation would involve providing information to the County on the following issues:

- Public Lands
- Water and wastewater issues
- Federal Funding
- Transportation

PUBLIC LANDS ISSUES

MGFPC has a successful history in resolving conflicts that arise between units of local governments and federal agencies regarding federal land. The County has expressed its desire to maintain the rural nature of the Carson Valley and provide protection for residents in the flood plain. To accomplish those goals, the County has been working with Marcus G. Faust, PC and the Legacy Land and Water LLC on potential legislation to release public land that has

been identified for disposal by the Bureau of Land Management. The funds from the sale of those parcels would be used to purchase conservation easements to maintain the rural nature of the Carson Valley. In addition, the legislation would enable the county to have direct management over forest service lands up at Lake Tahoe. MGFPFC maintains close professional relationship with the BLM Director in Washington, D.C. and other BLM officials in Washington, D.C. and Nevada.

Since, 2009, our firm and Legacy Land and Water, LLC, have worked in conjunction with Douglas County to hold a series of stakeholder meetings to understand what a legislative solution should entail. While this legislation would accomplish Douglas County's goals, this legislation would also create beneficial uses of land up at Lake Tahoe for County residents and has helped to strengthen the relationship between the County and the Washoe Tribe. The Nevada Congressional Delegation has been briefed on the County's initiative, including two visits to Washington, D.C. by Douglas County Commissioners, Mike Olson, Doug Johnson, and Lee Bonner.

Going forward, our firm will work with the County on its public process for unveiling the principles of legislation to the public and help to usher the bill through the Congressional legislative process.

The minimum time frame for passing public lands legislation is 18 months. An ideal time frame for legislative action would begin with introduction in September and continue as follows:

- Legislation Introduced: September 2011
- House/Senate Committee Hearings: By December 2011
- House Floor: May 2012
- Senate Floor: December 2012

As long as the legislation enjoys the full support of the Douglas County Commission, Senator Dean Heller would likely take the lead on this bill. The Senate Energy Committee and the House Natural Resources Committee would likely look favorably on this legislation. The political hurdle would come in getting the bill to pass the House and Senate Floor. As the presidential election draws near, the Congressional agenda will likely slow down. This is particularly true in the Senate who would likely put the bill in an omnibus package. The GOP controlled House of Representatives has said they refuse to pass bills in large omnibus packages. This parliamentary point of contention is what will likely delay the bill until the end of this Congress (December 2012).

The Legacy Lands and Water firm will provide further information on the valuation of those parcels and what financial benefits would result from this bill.

In addition to the Douglas County Lands legislation, MGFPC would also explore other options the county could pursue to accomplish similar goals. This would include looking at Southern Nevada Public Land Management funds, FLTFA funding and Farm Bill funding for the purchase of conservation easements.

Aside from this specific purpose, our firm would continue to advise and inform the County on other public land legislation that impacts the county. For example, the Senate Energy Committee passed the one year extension of the Federal Land Transaction and Facilitation Act (FLTFA) in July. The expiration of this bill would be detrimental to the County so this extension will ensure that county projects continue.

WATER AND WASTEWATER ISSUES

Since, 1985, Mr. Faust has been actively engaged on Colorado River issues. His experience representing water districts, flood control projects and wastewater projects throughout the western United States have helped him to develop a working knowledge of the programs and federal guidelines which govern water and wastewater. Our firm has developed close relationships within the Department of the Interior's Office of Water and Science, EPA, U.S. Army Corps of Engineers and the U.S. Bureau of Reclamation. Also, this knowledge has helped our firm advise clients on how to procure subsequent appropriations in support of water projects throughout Nevada.

On behalf of Douglas County, our firm worked with the Nevada Congressional delegation to ensure that the Lake Tahoe Restoration Act included Douglas County projects. On March 2, 2011, Senator Dianne Feinstein and Harry Reid introduced S. 423- Lake Tahoe Restoration Act. The following project authorizations were included in the bill for the County:

STORMWATER MANAGEMENT, EROSION CONTROL, AND TOTAL MAXIMUM DAILY LOAD IMPLEMENTATION

- Upper and Lower Kingsbury Project in Douglas County, Nevada
- Lake Village Drive-Phase II Storm water Improvement in Douglas County, Nevada.

Mr. Faust has also represented the interests of several clients in resolving problems with the U.S. Fish and Wildlife Service dealing with the Endangered Species Act. This experience includes conflict resolution with conservation groups including the Nevada Wilderness Society, National Wildlife Federation, Sierra Club, The Nature Conservancy, the National Audubon Society, and the Southern Utah Wilderness Alliance.

FEDERAL FUNDING ISSUES

MGFPC has a special expertise in finding solutions for Nevada clients including a proven track record in examining local agency projects to assess and match their eligibility for funding from a variety of federal sources. Over the past twenty years, we have helped our clients secure federal project authorizations, appropriations and grants totaling more than \$2 billion.

Our firm would continue to ensure that Douglas County would become eligible to receive funds through the Rural Nevada program. This program provides a 75% federal match for rural water systems to complete water infrastructure projects in partnership with the U.S. Army Corps of Engineers. Marcus Faust advised the County to pursue funds for improvements to the Minden Water System. Despite the program's annual appropriation of around \$20 million annually, the program's funding ceiling has been reached. Going forward, MGFPC is working with the Nevada Congressional delegation to raise the funding ceiling or authorization level of the program to ensure that future funding is possible for projects in Douglas County and throughout the state.

Finally, MGFPC would continue to advise the County on federal grants, as directed. For example, the County approached Mr. Faust on funding possibilities for the Lake Tahoe Bike Path. Our firm found that state funds were the best to use for that project.

TRANSPORTATION ISSUES

Marcus G. Faust, PC's expertise in transportation and aviation issues has grown due to the firm's past representation of Clark County Department of Aviation, Reno Tahoe International Airport and the Regional Transportation Commission of Southern Nevada. Our representation of the RTC of Southern Nevada has enabled the firm to work with the lobbyists for the Nevada Department of Transportation, and MPO's from around the state. Together, the group has developed a statewide prioritization process whereby every fiscal year the RTC of Southern Nevada, the Washoe RTC and NDOT submit a

common list of projects that are ranked by priority for federal funding.

Overall, this experience has helped the County to rely on MGFPC for advice regarding the Minden Airport and other transportation issues. Marcus G. Faust, PC will continue to be available to advise the county on any transportation issues in the future.

Proposed Contract Costs

The proposed contract cost for Marcus G. Faust, P.C. is a monthly retainer of \$4,000.00 or \$48,000 annually.

Marcus G. Faust, P.C. contemplates that, in performing the services of this Agreement, the firm will incur certain incidental and traveling expenses. Douglas County agrees to reimburse Marcus G. Faust, P.C. for actual reasonable out-of-pocket costs and expenses incurred in performing professional services under this Agreement, including but not limited to travel, hotel, meals while traveling, and other verifiable expenses as approved by the County Manager or his representative. Such compensation will be in addition to the monthly retainer provided as long such expenses may not exceed \$3,000 annually.

For purposes of accounting, receipts will be provided and all expenses shall be itemized on monthly invoices. Fees shall be payable within 30 days after receipt of the invoice.

Professional Qualifications: Project Team and Personnel

Together, the MGFPC team has over 42 years of experience in local, state and federal government affairs.

MARCUS G. FAUST, ATTORNEY AND COUNSELOR AT LAW

Mr. Faust has over 30 years of experience in Washington, D.C. representing principally units of local government before Congress and the federal government. Mr. Faust's professional experience began in 1975 when he became Staff Assistant to Senator Frank E. Moss with field operation responsibilities in Utah. In 1976, he left the Senate staff to help coordinate the Senator's re-election campaign. From 1977 to 1980, Mr. Faust served as Legislative Counsel to U.S. Congressman Gunn McKay in Washington, D.C. As Legislative Counsel, Mr. Faust had responsibility for drafting legislation, developing issue policy papers, implementing legislative strategy, providing daily floor briefings, coordinating the activities of the legislative staff, speech writing, and political consulting. Congressman McKay was a member of the College of the Cardinals, a name given to the thirteen Chairmen of the Appropriations Subcommittees. This experience gave Mr. Faust an intimate knowledge of the federal budget process including specific program accounts and their funding requirements. Mr. Faust also worked on the Clean Air Act Amendments of 1977, public lands management bills, federal water project authorizations and transportation infrastructure projects.

From 1980 to 1982, Mr. Faust served as Counsel to the U.S. House of Representatives Interior and Insular Affairs Committee and Subcommittee on Mines and Mining. This Subcommittee was chaired by former Nevada Congressman James D. Santini. As Subcommittee Counsel, Mr. Faust provided professional staff support to a thirteen-member subcommittee, which exercised jurisdiction over all natural resource production on federally owned lands and the outer continental shelf. This work involved development of an expertise in federal statutes governing minerals extraction such as the Mining Law of 1872 and the Mineral Leasing Act of 1920. Mr. Faust drafted and implemented legislative strategies to win approval by the House of Representatives of legislation amending several public land and natural resource laws dealing with on-shore oil and gas development, geothermal steam resources, outer continental shelf oil and gas reserves, federal coal resources, oil shale and tar sands, and national strategic minerals policy. During this period, Congressman Santini wrote and passed the Santini-Burton Act, which became the prototype for numerous Nevada public lands bills, including the Southern Nevada Public Lands Management Act.

Mr. Faust graduated Cum Laude from the J. Reuben Clark Law School at Brigham Young University in 1976 with a Juris Doctorate degree and was selected to serve on the Board of Advocates.

OLIVIA M. SANFORD, LEGISLATIVE DIRECTOR

Ms. Sanford has been with Marcus G. Faust, P.C. since July 1, 2002. Over the past 9 years, Ms. Sanford has worked side by side with Mr. Faust gaining substantial experience advocating for MGFPC clients before the Congress and federal agencies. Ms. Sanford has specialized on the complex federal budget and appropriations earmark process, electricity and renewable energy issues, environmental mitigation and enhancement programs, transportation infrastructure and public transit projects, and aviation issues. Ms. Sanford has been involved in securing significant federal funding earmarks for counties, cities, water districts, reclamation districts, highways, surface roads, intermodal terminals, bus rapid transit and bus-related facilities, airport improvement projects, water supply and conservation projects, state and tribal assistance grants (STAG), and economic development initiatives.

Ms. Sanford's work involves developing issue policy papers, client reports, delegation correspondence to federal agencies and implementing the firm's legislative strategies. Ms. Sanford has developed an excellent working relationship with members and staff in numerous Congressional offices and Congressional Committees. She is active in representing clients with the Edison Electric Institute, Association of California Water Agencies (ACWA), and Airports Council International-North America.

Ms. Sanford's professional experience began with the Utah State Legislature where she worked for two members of the House of Representatives and gained experience in state budgets, higher education, immigration, energy, and transportation issues. Ms. Sanford holds a Bachelor of Science degree from Utah State University in Political Science and Journalism.

DESTINY I. BACHMAN, LEGISLATIVE ASSISTANT

Destiny M. Iorg has been with Marcus G. Faust, P.C. since 2007. As Legislative Assistant she works closely with congressional offices to coordinate successful client visits to Washington, D.C., draft reports and bill summaries, track legislation, and attend Congressional hearings that are of interest to clients. Destiny graduated from Utah State University with a Bachelor of Science degree in Political Science and Economics in 2005. She also supervises Kathryn Moss, who helps provide the day to day administrative services at Marcus G. Faust, P.C.

MGFPC Clients/References

CURRENT CLIENTS INCLUDE:

The Canyons – Talisker Corporation (UT)
City of Saint George, Utah (UT)
Central Utah Water Conservancy District (UT)
Clark County, Las Vegas (NV)
Clark County Water Reclamation District (NV)
Clark County Department of Aviation/McCarran International Airport (NV)
Colorado River Commission of Nevada (NV)
Contra Costa Water District (CA)
Douglas County, Nevada
Incline Village General Improvement District (NV)
Jordan Valley Water Conservancy District (UT)
Las Vegas Valley Water District (NV)
NV Energy (NV)
Nevada State College (NV)
Regional Transportation Commission of Southern Nevada (NV)
Reno Tahoe International Airport/ Airport Authority (NV)
Southern Nevada Water Authority (NV)
Transportation Real Estate Development (CA)
Truckee Meadows Water Authority (NV)
Truckee River Flood Control Project (NV)
Washington County Water Conservancy District (UT)
Washoe County, NV
Washoe County Department of Water Resources (NV)
Water Research Foundation (CO)
Weber Basin Water Conservancy District (UT)

FORMER CLIENTS INCLUDE:

Basic Manufacturing Inc. (NV)
City of West Wendover (NV)
Coyote Springs Investment LLC (NV)
Kennecott Land Company (UT)
Public Service Company of New Mexico Resources Company (NM - TX)
Los Angeles County Metropolitan Transportation Authority
Mountain Regional Water Conservancy District (UT)
Montana Division of Water Resources (MT)
Montana Reserved Water Rights Compact Commission (MT)
Nevada School of Medicine

References

Please feel free to contact the individuals listed below for reference. Suggested contact information is provided for each entity.

Central Utah Water Conservancy District, Utah

Contact: Don Christiansen, General Manager
Address: 335 West University Parkway, Orem, UT 84058
Telephone: 801-226-7100

Colorado River Commission of Nevada, Nevada

Contact: Jim Salo, Executive Director
Address: 555 East Washington Avenue, Suite 3100 Las Vegas, NV, 89101
Telephone: 702-486-2670

Contra Costa Water District, California

Contact: Jerry Brown, General Manager
Address: 1331 Concord Avenue, PO Box H20, Concord, VA 94524-2099
Telephone: 925-688-8034

Nevada State College, Nevada

Contact: Spencer Stewart, Assoc. Vice President of Government Relations
Address: 1125 Nevada State Drive, Henderson, NV 89002
Telephone: 702-521-8958

Regional Transportation Commission of Southern Nevada, Nevada

Contact: Jacob Snow, Director
Address: 600 South Grand Central Parkway, Las Vegas, NV 89106
Telephone: 702-676-1505

Reno Tahoe International Airport/ Airport Authority, Nevada

Contact: Krys Bart, Executive Director
Address: 2001 East Plumb Road, Reno, NV 89502
Telephone: 775-328-6400

City of Saint George, Utah

Contact: Gary Esplin, City Manager
Address: 175 East 200 North St. George, UT 84770
Telephone: 435-674-4202

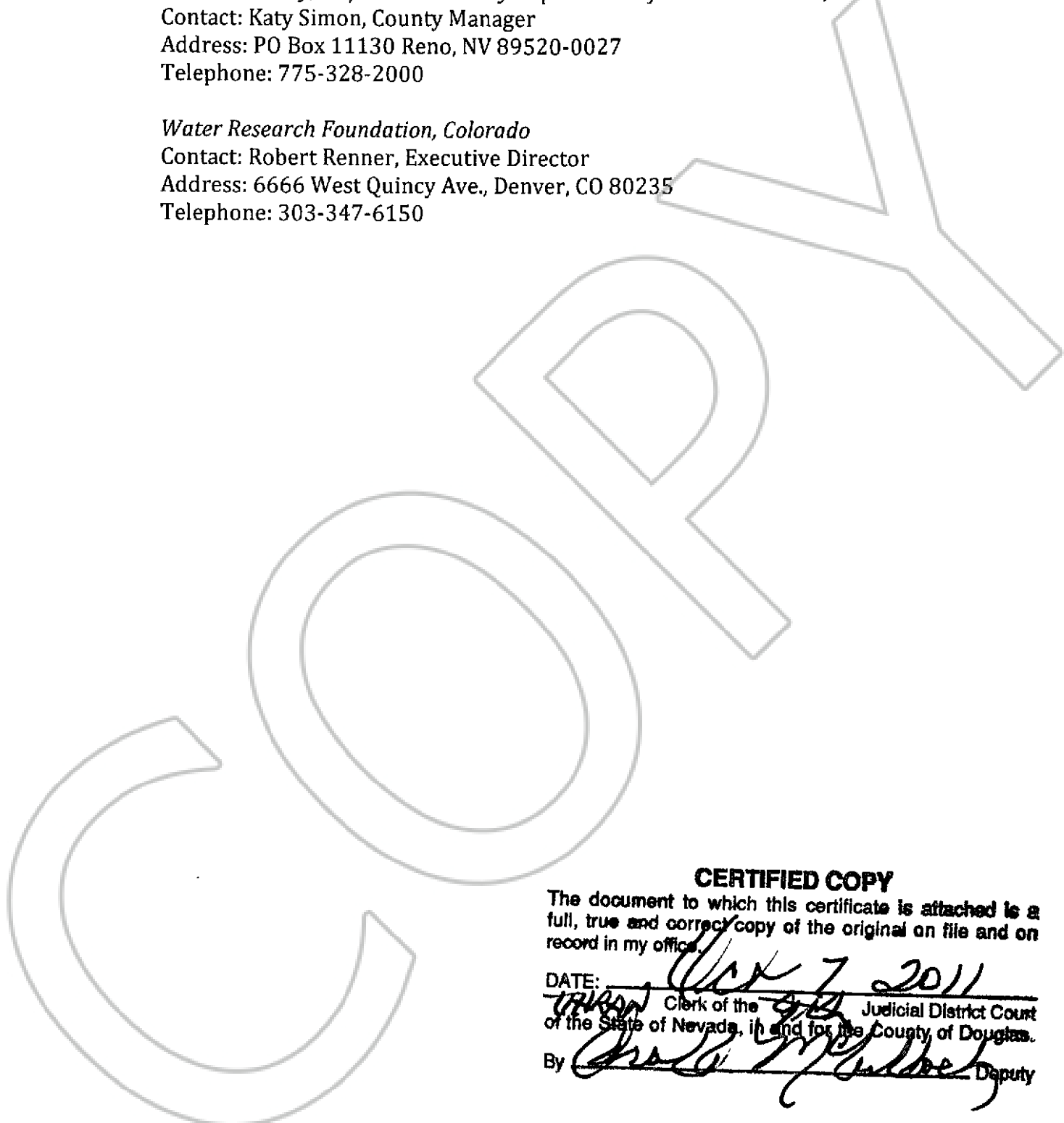
Truckee River Flood Control Project, Nevada

Contact: Mimi Fuji
Address: 9390 Gateway Drive Ste. 230 Reno, NV 89521

Telephone: 775-850-7420

Washoe County, NV/Washoe County Department of Water Resources, Nevada
Contact: Katy Simon, County Manager
Address: PO Box 11130 Reno, NV 89520-0027
Telephone: 775-328-2000

Water Research Foundation, Colorado
Contact: Robert Renner, Executive Director
Address: 6666 West Quincy Ave., Denver, CO 80235
Telephone: 303-347-6150



CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 7 2011
Wilson Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Christa M. [Signature] Deputy