



A G E N D A
LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – JANUARY 7, 2019

COMMISSION CHAMBERS
CLARK COUNTY GOVERNMENT CENTER
500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA
(702) 258-3100

Board of Directors
Marilyn Kirkpatrick, President
Larry Brown
Jim Gibson
Justin Jones
Tick Segerblom
Lawrence Weekly

John J. Entsminger,
General Manager

Date Posted: December 27, 2018

The Las Vegas Valley Water District makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator (702) 258-3939 at least 24 hours prior to the meeting.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:

LAS VEGAS VALLEY WATER DISTRICT
1001 SOUTH VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA

GRANT SAWYER STATE OFFICE BUILDING
555 EAST WASHINGTON AVENUE
LAS VEGAS, NEVADA

CLARK COUNTY GOVERNMENT CENTER
500 SOUTH GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

All items listed on this agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The Board of Directors may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

Visit our website at <https://www.lvvd.com/lvvd-agendas> or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3939 or agendas@lvvd.com.

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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 items listed 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.

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 December 4, 2018.

BUSINESS AGENDA

2. *For Possible Action:* Select a President and Vice President for calendar year 2019.
3. *For Possible Action:* Award a contract to build a butterfly-themed playground at the Las Vegas Springs Preserve to CG&B Enterprises Inc., for the amount of \$1,212,691, authorize a change order contingency amount not to exceed \$120,000, and authorize the General Manager to sign the construction agreement.
4. *For Possible Action:* Approve and authorize the General Manager to sign an agreement, in substantially the same form as that attached hereto, between Louis Berger U.S., Inc., and the District to provide professional engineering services for the design of water facilities in Las Vegas Boulevard from Bonanza Road to Washington Avenue for a total amount not to exceed \$151,728.
5. *For Possible Action:* Authorize an increase in funding to Blanket Purchase Order No. B684735790 with Fiserv Solutions, Inc., from \$2,430,821 to \$3,600,000 for the 2019 calendar year for electronic billing presentation and payment services, and revise the annual increase amount from 15 percent to 20 percent for the remaining calendar years of the five-year renewal term, which will expire on December 31, 2023.
6. *For Possible Action:* Select three directors to serve on the District's Retirement Plan Subcommittee.

AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – JANUARY 7, 2019

7. *For Possible Action:* Approve an amendment to the existing employment agreement between John J. Entsminger and the District that provides for the General Manager's evaluation to be conducted every other year and authorizes a salary increase consistent with the terms of the amendment.

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 Las Vegas Valley Water District. Please limit your comments to three minutes or less.

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
DECEMBER 4, 2018
MINUTES**

CALL TO ORDER	9:07 a.m., Commission Chambers, Clark County Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada
DIRECTORS PRESENT	Marilyn Kirkpatrick, President Steve Sisolak, Vice President Susan Brager Larry Brown Jim Gibson Chris Giunchigliani Lawrence Weekly
DIRECTORS ABSENT	None
STAFF PRESENT	John Entsminger, Dave Johnson, Julie Wilcox, Greg Walch, Kevin Bethel
OTHERS PRESENT	William Nelson, Piercy Bowler Taylor & Kern

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwwd.com/apps/agenda/lvwwd/index.cfm

There were no speakers from the public.

President Kirkpatrick presented Vice President Sisolak, Director Brager and Director Giunchigliani with a gift of appreciation for their years of service on the Las Vegas Valley Water District Board of Directors. Director Brown also presented Vice President Sisolak and Director Brager with gifts of appreciation for their service to the Springs Preserve's Board of Trustees.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Director Brown to approve the agenda and the minutes from the regular meeting of November 6, 2018. The motion was approved.

CONSENT AGENDA Items 2 – 8 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

- 2. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for the installation of water facilities at the Pedestrian Grade Separation Las Vegas Boulevard at Park Avenue Project.**
- 3. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Southwest Ridge Park and Trailhead Phase 1 Project.**
- 4. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for installation of water facilities at the Horseman's Park Announcer Booth and Flamingo Cover Project.**
- 5. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Symphony Park Garages Parcel L Project.**
- 6. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Symphony Park Garages Parcel B Project.**
- 7. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities at the Symphony Park – Promenade Place and Carson Avenue Offsite Improvements Project.**

8. **Approve and authorize the General Manager to sign an agreement between Atkins North America, Inc., and the District to provide professional services for the design of existing water main replacement in Paradise Road between Twain Avenue and Karen Avenue for an amount not to exceed \$571,896.**

FINAL ACTION: A motion was made by Director Giunchigliani to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

9. **Approve and authorize the General Manager to sign an agreement between SC East Landco, LLC, and the District for design and construction of the Rome 2860 Zone North Water Facility Improvements.**

FINAL ACTION: A motion was made by Director Brown to approve staff's recommendation. The motion was approved.

10. **Approve and authorize the General Manager to sign an agreement between Parsons Transportation Group, Inc. and the District for professional services related to the implementation of a new project management information system for an amount not to exceed \$4,600,000.**

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

11. **Award a contract for miscellaneous main replacements in The Dales Subdivisions to Capriati Construction Corp., Inc., for the amount of \$9,718,551, authorize a change order contingency amount not to exceed \$900,000, and authorize the General Manager to sign the construction agreement.**

FINAL ACTION: A motion was made by Director Gibson to award the contract and approve staff's recommendation. The motion was approved.

12. **Approve, adopt and authorize the President to sign a resolution approving a new records retention schedule to supersede and replace the existing records retention schedule adopted on October 19, 1999, authorize the General Manager to approve future amendments to the records retention schedule as necessary, and authorize the General Manager to approve a records retention policy.**

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

13. **Approve, adopt and authorize the President to sign a resolution concerning the refinancing of water projects; making a finding that no increase in an ad valorem tax is anticipated with respect to the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2019, in the maximum aggregate principal amount of \$132,500,000; requesting the Clark County Debt Management Commission to approve the finding; providing certain details in connection therewith; and providing the effective date hereof.**

Director Brown asked how many refinancing actions, and the savings from those actions, have both the District and the Authority had over the past years. John Entsminger, General Manager, stated that staff will gather and provide the Board with those figures.

FINAL ACTION: A motion was made by Director Brager to approve staff's recommendation. The motion was approved. Vice President Sisolak abstained from this vote and disclosed that he is in a personal relationship with one of the principals of the District's financial firm.

14. **Accept the Las Vegas Valley Water District's Comprehensive Annual Financial Report and corresponding Independent Auditor's Report on Financial Statements and Supplementary Information for the period ending June 30, 2018, and authorize their submission to the County Clerk and the Nevada Department of Taxation.**

William Nelson, with Piercy Bowler Taylor & Kern, addressed the board stating that his company had performed the audit of the financial statements of the Las Vegas Valley Water District for the period ending June 30, 2018. They issued an unqualified opinion on the financial statements and noted no material weaknesses or deficiencies. President Kirkpatrick and Directors Brown and Weekly disclosed for the record that Piercy Bowler Taylor & Kern handle their own financial reporting.

FINAL ACTION: A motion was made by Director Weekly to accept the financial report. The motion was approved.

15. Conduct an evaluation of the District's General Manager and take appropriate action.

President Kirkpatrick recommended that Mr. Entsminger receive a three percent increase based on merit and that his evaluation be held every other year. Greg Walch, General Counsel, suggested that President Kirkpatrick's recommendation for the evaluation to be held every other year be placed on a separate agenda and held at the next board meeting. Director Brown clarified that the recommendation of the three percent increase be for the next two years.

FINAL ACTION: A motion was made by Director Weekly to approve President Kirkpatrick's recommendation. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

There were no speakers.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:34 a.m.

APPROVED:

Marilyn K. Kirkpatrick, President

John J. Entsminger, General Manager

Copies of all original agenda items and minutes, including all attachments, are on file in the General Manager's office at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

January 7, 2019

Subject: Selection of President and Vice President	Director's Backup
Petitioner: John J. Entsminger, General Manager	
Recommendations: That the Board of Directors select a President and Vice President for calendar year 2019.	

Fiscal Impact:

None by approval of the above recommendation.

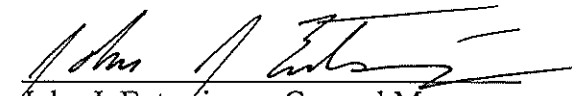
Background:

The Las Vegas Valley Water District Act requires that the Board of Directors annually select, from among its members, a President and Vice President for the ensuing year. In 2018, Marilyn Kirkpatrick served as President and Steve Sisolak served as Vice President.

At this time, the Board is being asked to select a President and Vice President for calendar year 2019.

This action is authorized pursuant to Section 8 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:AMB:KH:jb

AGENDA ITEM #

2

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

January 7, 2019

Subject: Construction Award	Director's Backup
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors award a contract to build a butterfly-themed playground at the Las Vegas Springs Preserve to CG&B Enterprises Inc., for the amount of \$1,212,691, authorize a change order contingency amount not to exceed \$120,000, and authorize the General Manager to sign the construction agreement.	

Fiscal Impact:

If the above recommendation is approved, the District will receive funds in the amount of \$250,000 from the Springs Preserve Foundation and a \$500,000 appropriation from the Nevada State General Fund to construct this playground at the Las Vegas Springs Preserve. The remaining \$582,691 is available in the District's Capital Budget.

Background:

Contract No. C1489, Springs Preserve Butterfly Playground (Contract), located as generally shown on Attachment A, provides for the demolition of hardscape and installation of new concrete walks, bridges and walls, a new children's playground complete with various play equipment elements with controls, play surfacing, fencing and gates, site furniture, grading, lighting and site electrical, shade structures, rock formation repair, planting, irrigation and underground utilities.

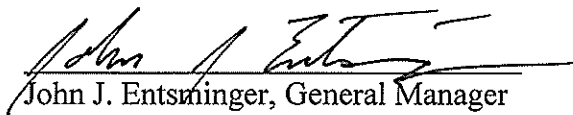
Sealed bids were received and publicly opened on December 18, 2018. A tabulation of the bids received is listed below:

CG&B Enterprises Inc.	\$1,212,691
CMMCM LLC dba Muller Construction	\$1,238,697
Wild Horse Investments, Inc. dba Black Canyon Construction	\$1,285,720

The CG&B Enterprises Inc. (CG&B) proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for CG&B to accept and agree to all Contract terms. CG&B is a Nevada corporation located in Henderson, Nevada.

This agreement is being entered into pursuant to NRS 338.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:

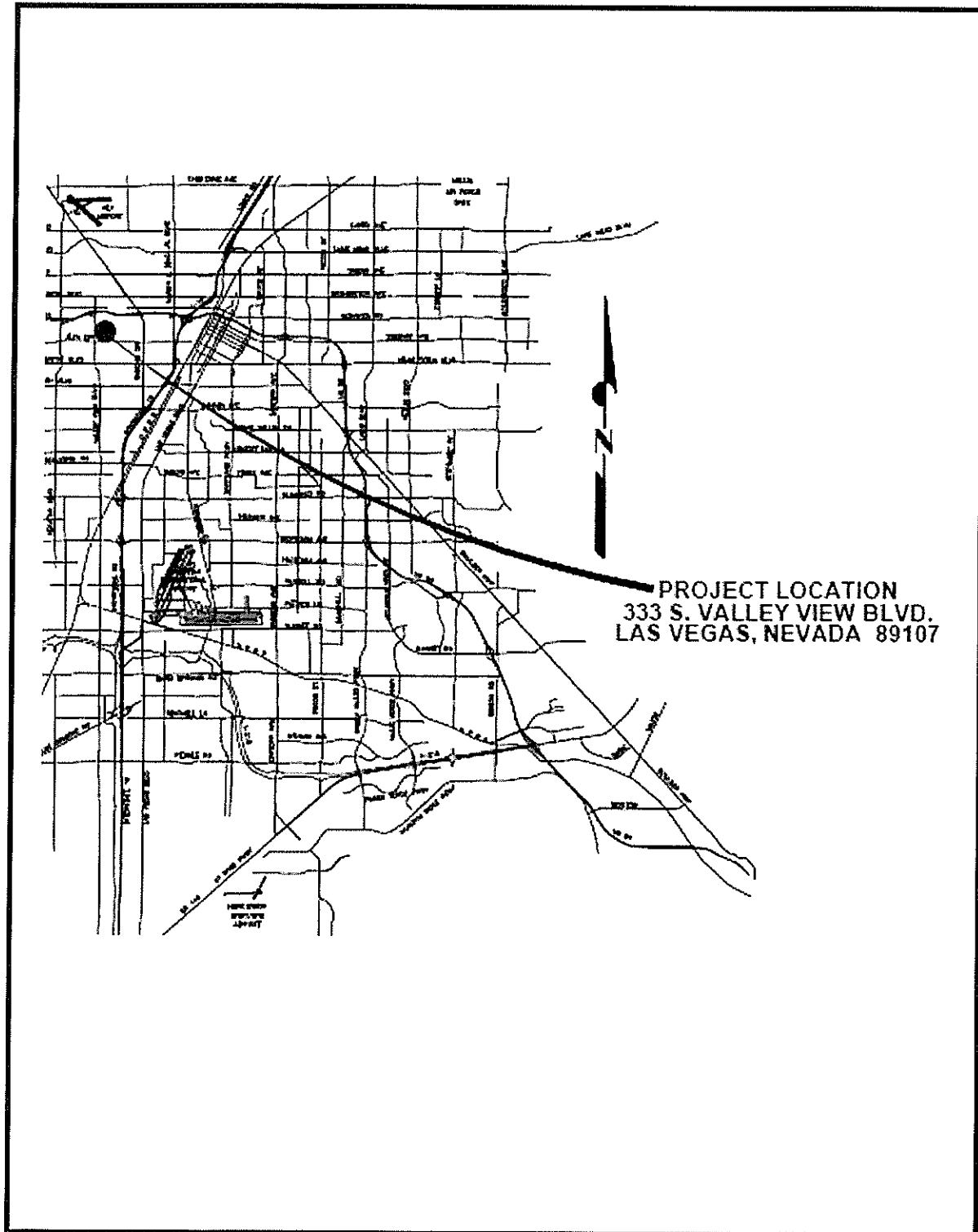

John J. Entsminger, General Manager
JJE:DLJ:PJJ:DCB:SBH:TD:evw
Attachments

AGENDA
ITEM #

3

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. C1489
SPRINGS PRESERVE BUTTERFLY PLAYGROUND



AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and CG&B Enterprises, Inc.

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: SPRINGS PRESERVE BUTTERFLY PLAYGROUND

Contract No: C1489

Public Works Project Identifying Number: CL-2019-122

2. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.
3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.
4. For performing all Work and furnishing materials and labor necessary thereto, Owner will pay, and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
 - a. Addenda
 - b. General Requirements
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Agreement
 - f. Drawings
 - g. Technical Specifications
 - h. Permits
 - i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents

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

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

IN WITNESS WHEREOF: The Contractor has caused this agreement to be executed this _____ day of _____, 20____.

CONTRACTOR'S NAME

CG&B Enterprises Inc

By: _____

Signatory Empowered to Bind Contractor

Michael J McComb

Type or Print Name

President

Official Title

THIS AGREEMENT shall be in full force and effect as of the _____ day of _____, 20____, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

LAS VEGAS VALLEY WATER DISTRICT

By: _____

John J. Entsminger
General Manager

Approved as to Form:

Attorney for Las Vegas Valley Water District

END OF DOCUMENT

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 58						
Corporate/Business Entity Name: CG&B ENTERPRISES INC						
(include d.b.a., if applicable)						
Street Address:		221 SUNPAC AVE		Website:		
City, State and Zip Code:		HENDERSON NEVADA 89011		POC Name: Micheal J McComb		
Telephone No:		702-565-6564		Email: mmccomb@cgandbinc.com		
Nevada Local Street Address:				Fax No: 702-565-0184		
(If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded corporations and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

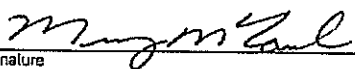
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Michael J McComb	President	71%
Brian Timperley	Vice President	29%

This section is not required for publicly-traded corporations.

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

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


 Signature

Michael J McComb
 Print Name

President
 Title

12-18-18
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For Entity Use Only:

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

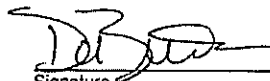

☒ No Disclosure

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

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

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

Notes/Comments:


Signature

Print Name
Authorized Department Representative

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

January 7, 2019

Subject: Agreement	
Petitioner: David L. Johnson, Deputy General Manager, Engineering/Operations	
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement, in substantially the same form as that attached hereto, between Louis Berger U.S., Inc., and the District to provide professional engineering services for the design of water facilities in Las Vegas Boulevard from Bonanza Road to Washington Avenue for a total amount not to exceed \$151,728.	

Fiscal Impact:

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

Background:

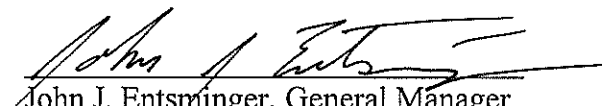
The City of Las Vegas (City) intends to construct improvements along Las Vegas Boulevard as part of its Las Vegas Boulevard Improvements from Stewart Avenue to Washington Avenue (City Project). The District proposes to install new water lines in Las Vegas Boulevard from Bonanza Road to Washington Avenue to improve the existing system and increase water service reliability to downtown Las Vegas (District Improvements). The City and the District agree that it is advantageous to incorporate the District Improvements as part of the City Project.

If approved, this agreement would provide the terms and conditions necessary for the professional design services required to prepare plans and specifications necessary for construction of the District Improvements. The requested \$151,728 includes a 10-percent contingency.

A separate construction agreement with the City will be brought to the Board of Directors for its consideration when costs and schedules are determined.

This agreement is being entered into pursuant to NRS 332.115(b) and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

Respectfully submitted:


John J. Entspringer, General Manager
JJE:DLJ:PJJ:RCP:an
Attachments

AGENDA ITEM #

4

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Louis Berger U.S., Inc., hereinafter called "CONSULTANT," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." CONSULTANT and DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "DISTRICT" also refers to staff of DISTRICT acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, DISTRICT desires to obtain professional services as more specifically described herein, and

WHEREAS, CONSULTANT is properly qualified and desires to provide the professional services required by DISTRICT, and

WHEREAS, DISTRICT, in reliance on CONSULTANT's representations and proposals, agrees to retain CONSULTANT, and CONSULTANT agrees to furnish professional services to DISTRICT, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES:

- 1.1. CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in **Exhibit A**, which is attached herewith and made a part of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.
- 1.2. All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to DISTRICT's directions respecting priorities. CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by CONSULTANT or an approved subcontractor.
- 1.3. In performing Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.
- 1.4. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and shall remain in effect until all Services authorized by DISTRICT to be performed are completed by CONSULTANT, unless terminated in accordance with the terms of this Agreement. This Agreement may not extend more than seven years from Effective Date. During this period, CONSULTANT agrees to provide Services as required by DISTRICT within the scope of this Agreement.

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

- 3.3. DISTRICT shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by DISTRICT.
- 3.4. DISTRICT may dispute a payment or portion thereof that is due before or after DISTRICT pays the invoice.
4. **LIMITATION ON COSTS:**
- The total cost of Services provided under this Agreement shall not exceed \$151,728.
5. **RESPONSIBILITIES OF CONSULTANT:**
- 5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.
- 5.2. CONSULTANT agrees that its officers and employees will cooperate with DISTRICT in the performance of Services under this Agreement and will be available for consultation with DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- 5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 5.4.1. Permitted or required approval by DISTRICT of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
- 5.4.2. DISTRICT's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by CONSULTANT's performance or failures to perform under this Agreement.
- 5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than DISTRICT shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.
6. **RESPONSIBILITIES OF DISTRICT:**
- 6.1. DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

- 6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Ryan Pearson, Engineering, telephone number (702) 875-7064 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- 6.3. DISTRICT shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- 6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by CONSULTANT shall constitute a truth-in-negotiation certification by CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which DISTRICT determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of the term of this Agreement.

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to DISTRICT hereunder shall be that of an Independent Contractor as defined by NRS 616A.255 or Nevada state law. Nothing herein shall be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.

9. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

- 9.1. All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- 9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to DISTRICT.
 - 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product and to allow DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.
- 9.3. CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute DISTRICT's Right in and to the Work Product.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to DISTRICT all of CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by DISTRICT, for DISTRICT's own use and benefit and for the use and benefit of DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

11. INTERPRETATION:

The Parties agree that neither Party shall be deemed the drafter of this Agreement and, in the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either Party as drafter of this Agreement.

12. CONFLICT OF INTEREST:

During the course of performance of this Agreement, CONSULTANT will not contract with any client whose interest is adverse to or would require CONSULTANT to take a position contrary to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority.

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, DISTRICT shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

14.1. No officer, employee, or member of the governing body of DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14.2. CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of said Services, no person having any such interest shall be employed.

14.3. No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

15. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

15.1. CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.

- 15.2. The cost necessary to correct those errors attributable to CONSULTANT and any damage incurred by DISTRICT as a result of additional costs caused by such errors shall be chargeable to CONSULTANT. The fact that DISTRICT has accepted or approved CONSULTANT's Work shall in no way relieve CONSULTANT of any of its responsibilities.

16. INDEMNIFICATION:

- 16.1. For all claims based upon or arising out of the Services or Work of CONSULTANT, CONSULTANT shall indemnify and hold harmless, without cost to DISTRICT, its Board of Directors and its officers, agents, and employees (the "DISTRICT Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark.

If such claim(s) results in a trier of fact's adjudication of CONSULTANT as liable, CONSULTANT shall pay to DISTRICT the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of CONSULTANT, as reimbursement for the attorneys' fees and costs incurred by the DISTRICT in defending the claim.

- 16.2. For all claims not based upon or arising out of the Services or Work of CONSULTANT, CONSULTANT shall indemnify, hold harmless, and defend, without cost to the DISTRICT Parties, against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT or the employees of the CONSULTANT. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of CONSULTANT, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. The DISTRICT Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CONSULTANT has indemnified the DISTRICT Parties by giving written notice of the assumption to CONSULTANT. The DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified the DISTRICT Parties without the prior written consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by CONSULTANT to the DISTRICT Parties applies to all insurance policies of CONSULTANT, whether primary, excess or umbrella coverage is provided to CONSULTANT.

17. SCHEDULE FOR PERFORMANCE OF SERVICES:

- 17.1. Time is of the essence in this Agreement.

- 17.2. If CONSULTANT's performance of Services is delayed or if CONSULTANT's sequence of tasks is changed, CONSULTANT shall notify DISTRICT's representative in writing of the reasons for the delay and prepare a revised schedule for performance of Services. The revised schedule is subject to DISTRICT's written approval.

18. INSURANCE:

18.1. General:

- 18.1.1. CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to DISTRICT, nor shall CONSULTANT allow any subcontractor to commence Work until all similar insurance

required of the subcontractor has been so obtained. CONSULTANT shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify DISTRICT of any changes to their insurance coverage.

- 18.1.2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by CONSULTANT or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to DISTRICT, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.

- 18.1.3. DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
- 18.1.4. If CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, DISTRICT shall have the right, if DISTRICT so chooses, to procure and maintain the required insurance in the name of CONSULTANT with DISTRICT as an additional named insured. CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event CONSULTANT fails to pay the cost, DISTRICT has the right to set off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.
- 18.1.5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of DISTRICT.

18.2. Evidence of Insurance:

- 18.2.1. CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.
- 18.2.2. Within 10 working days after the Effective Date, CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.
- 18.2.3. Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.
- 18.2.4. All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 days' prior notice.

18.3. Insurance Coverages:

- 18.3.1. Commercial General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
- 18.3.2. Business Automobile Insurance: CONSULTANT shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for

bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

- 18.3.3. Workers Compensation & Employers Liability Insurance: CONSULTANT shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

CONSULTANT shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

- 18.3.4. Professional Liability Insurance: CONSULTANT shall maintain professional liability insurance applicable to CONSULTANT's Services or Work as set forth in this Agreement, with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of CONSULTANT's Work as set forth in this Agreement.

19. TERMINATION:

DISTRICT'S General Manager or his/her designee may terminate this Agreement on 30 days prior written notice. In the case of termination by the DISTRICT, the DISTRICT shall pay CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to DISTRICT.

20. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish DISTRICT with information that CONSULTANT has independently determined to be confidential under Nevada law and that CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT that is disclosed to DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to DISTRICT within 30 calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of DISTRICT; (2) DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT; (3) is independently developed by DISTRICT without the use of any Confidential Information; or (4) DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

DISTRICT and CONSULTANT recognize DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT's duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If DISTRICT's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record DISTRICT may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT and permitted by the Nevada Public Records Act.

Further, CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by DISTRICT prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data,

reports, background materials, and any and all other materials belonging to DISTRICT. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

21. USE OF MATERIALS:

- 21.1. DISTRICT shall make available to CONSULTANT such materials from its files as may be required by CONSULTANT in connection with its performance of Services under this Agreement. Such materials shall remain the property of the DISTRICT while in CONSULTANT's possession.
- 21.2. Upon termination of this Agreement, CONSULTANT shall turn over to DISTRICT any property of DISTRICT in its possession and any calculations, notes, reports, or other materials prepared by CONSULTANT in the course of performing this Agreement. Any proprietary software or other tools of CONSULTANT used to execute the Work shall remain the property of CONSULTANT.

22. DATA PRIVACY AND SECURITY:

- 22.1. Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- 22.2. CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by DISTRICT.
- 22.3. CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- 22.4. CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- 22.5. CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

23. RECORDS:

CONSULTANT shall retain financial and other records related to this Agreement for six years after the completion or termination of this Agreement, and shall make available to DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

24. ASSIGNMENT:

CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of DISTRICT. If CONSULTANT assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

25. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

26. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

26.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

26.2. CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

27. EQUAL EMPLOYMENT OPPORTUNITY:

27.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

27.2. CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to DISTRICT upon DISTRICT's request. CONSULTANT is solely liable for failure to comply with this provision.

28. APPLICABLE LAW:

Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

29. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

30. ATTORNEY'S FEES:

In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred.

31. NO THIRD-PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than DISTRICT and CONSULTANT. This Agreement does not create any third-party beneficiary rights or causes of action.

32. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

33. CAPTIONS:

The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

34. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

35. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

36. NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:

Louis Berger U.S., Inc.
Attention: Syndi Dudley, PE
444 East Warm Springs Road Suite 118
Las Vegas, NV 89119
sdudley@louisberger.com

To DISTRICT:

Las Vegas Valley Water District
Attention: Ryan Pearson
P.O. Box 99956
Las Vegas, NV 89193
ryan.pearson@lvvwd.com

When notice is given by mail, it shall be deemed served three business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

37. AMENDMENT:

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

38. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by DISTRICT to insure contract compliance at the discretion of DISTRICT. CONSULTANT agrees to provide DISTRICT any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to CONSULTANT. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

39. COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

40. ELECTRONIC SIGNATURES:

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

LOUIS BERGER U.S., INC.

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A SCOPE OF SERVICES

The scope of work to be provided under this agreement includes engineering services for a new waterline along Las Vegas Boulevard from Bonanza Road to Washington Avenue. The new waterline will replace existing waterlines along Las Vegas Boulevard and will connect to existing waterline lines in Bonanza Road, McWilliams Avenue and Washington Avenue. The waterline design plans and special provisions will be coordinated with and incorporated into the City of Las Vegas' *Las Vegas Boulevard Improvements from Stewart Avenue to Washington Avenue* project (Las Vegas Widening Project), also designed by Louis Berger.

Tasks include project management; project meetings; coordination; potholing; design plans, profiles and details; specifications; cost estimates; right-of-way support; bid phase support; and construction support.

Relocation of the existing fire hydrants, water services and fire services to the new back of curb and/or back of sidewalk are included in the Las Vegas Boulevard Widening Project and not included in this scope of services. This scope of work will include coordinating the hydrant and service locations with the LVVWD and preparing legal descriptions and displays for the relocated hydrants, backflow preventers and meters.

Sizing of the proposed waterline and/or the service laterals will be provided by the Las Vegas Valley Water District and is not included in this scope of services.

1.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Project Management

Project Management shall include project budgeting, invoicing, coordination and communication, developing and updating a project schedule. The project design shall be coordinated with LVVWD, City of Las Vegas and property owners. A project schedule shall be prepared using Microsoft Project. The schedule shall show all project activities and sub-activities, milestones, intermediate and final project deliverables, and QA/QC reviews. The schedule shall be updated and distributed at progress meetings.

1.2 Project Meetings

A Kick-off Meeting and five (5) progress meetings shall be held with the LVVWD and the City of Las Vegas including formal design review meetings to discuss comments on the submittals. Meetings shall be scheduled, when possible, to coincide with project milestones including the completion of each project activity. Minutes shall be prepared and distributed following each meeting.

1.3 Utility Coordination and Potholing

Utilities shall be located and shown on the plans based on utility agency supplied information. A utility conflict schedule will be prepared identifying utility crossings and/or conflicts with the waterline. Through a subconsultant, KCI Technologies, provide Subsurface Utility Engineering (SUE) services. The SUE services shall consist of conducting up to ten (10) potholes to locate subsurface utilities within the project limits. If necessary, additional potholing will be conducted as an additional service request.

2.0 PRELIMINARY PLANS

2.1 Preliminary Design Workshop

Following the kick-off meeting, a design workshop will be held with the LVVWD and the City of Las Vegas to review layout alternatives for the waterline and the relocated fire hydrants, water services, and fire services. During the design workshop, a preferred alignment for the waterline and service laterals will be established.

2.2 Preliminary Roll Plots

The preferred alternative will be advanced to the 30% level of design and presented on 1"=40' roll plots. The roll plots will include:

1. Existing topographic mapping and Right-of-Way;
2. Existing undergrounds and overhead utilities;
3. Proposed roadway and lane configuration;
4. Proposed drainage and sewer lines;
5. Horizontal layout of the waterline and service laterals;
6. Connection points to existing waterlines;
7. Proposed utility potholes; and,
8. Proposed Right-of-Way and LVVWD easements.

2.3 Easement Legal Descriptions

Through a subconsultant, TriState Surveying Ltd, prepare up to twenty (20) legal descriptions and displays for easements associated with the fire hydrant, water service and/or fire service relocations. Easement legal descriptions and displays will be prepared after the 30% design layout has been approved and coordinated with the LVVWD, the City and the property owners.

3.0 FINAL DESIGN

The waterline plans, special provisions, and cost estimate will be incorporated into the City of Las Vegas's Las Vegas Boulevard Widening Plans. Each submittal will be coordinated with the roadway design, drainage design, sewer design, and local utility agencies.

3.1 70% Design Submittal

The 30% design will be advanced to the 70% design stage. The 70% design submittal will include:

1. Design plans, main line profile, and details
2. Utility pothole data
3. Construction cost estimate

3.2 90% Design Submittal

Comments on the 70% design submittal will be addressed and the design will be advanced to the 90% design stage. The 90% design submittal will include:

1. Design plans, main line profile, and details
2. Special Provisions (waterline and appurtenances)
3. Construction cost estimate

3.3 Pre-Final Design Submittal

Comments on the 90% design submittal will be addressed and the design will be advanced to the 100% Pre-Final design stage. The Pre-Final submittal will include:

1. Design plans, main line profile, and details
2. Special Provisions (waterline and appurtenances)
3. Construction cost estimate

3.4 Final Design Submittal

Comments on the Pre-Final design submittal will be addressed and complete and final plans, ready for advertisement will be prepared. The Final submittal will include:

1. Design plans, main line profile, and details
2. Utility agency signatures, where necessary
3. Special Provisions (waterline and appurtenances)
4. Construction cost estimate

4.0 BID PHASE SUPPORT

4.1 Bidding Support

The bidding support will begin once the City advertises the Project for construction bids and will include answering contractors' questions and preparing addenda associated with the main waterline.

5.0 CONSTRUCTION SUPPORT

5.1 Construction Support

The construction support will include shop drawing review, responding to contractor initiated requests for additional information, and attending meetings associated with the main waterline and as requested by the LVVWD.

ATTACHMENT A: FEE BREAKDOWN

TASK	DESCRIPTION	PROJECT MANAGER	QA/QC MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	DESIGNER	CADD TECHNICIAN	CLERICAL	Hours Subtotal	Labor	Direct Expenses*	Lump Sum Task Amounts
		\$205	\$180	\$175	\$120	\$95	\$105	\$75				
1.0	Project Management and Coordination											
1.1	Project Management	40	4	16					60	\$11,720.00	\$0.00	\$11,720.00
1.2	Project Meetings	12		16			4		32	\$5,680.00	\$0.00	\$5,680.00
1.3	Utility Coordination and Polishing	4		4		12	8		28	\$3,500.00	\$13,500.00	\$17,000.00
1.0	Subtotal Hours	56	4	36	0	12	12	0	120			
1.0	Subtotal Fee	\$11,480.00	\$720.00	\$6,300.00	\$0.00	\$1,140.00	\$1,260.00	\$0.00		\$20,900.00	\$13,500.00	\$34,400.00
2.0	Preliminary Plans											
2.1	Preliminary Design Charrette	4		8		4	4		20	\$3,020.00	\$0.00	\$3,020.00
2.2	Preliminary Roll Plots	2	2	4		24	8		40	\$4,590.00	\$0.00	\$4,590.00
2.3	Easement Legal Descriptions	16		24			12	4	56	\$9,040.00	\$19,000.00	\$28,040.00
2.0	Subtotal Hours	22	2	36	0	28	24	4	116			
2.0	Subtotal Fee	\$4,510.00	\$360.00	\$6,300.00	\$0.00	\$2,660.00	\$2,520.00	\$300.00		\$16,650.00	\$19,000.00	\$35,650.00
3.0	Final Design											
3.1	70% Design Submittal	2	4	8		16	16		46	\$5,730.00	\$0.00	\$5,730.00
3.2	90% Design Submittal	4	4	24		32	24	4	92	\$11,600.00	\$0.00	\$11,600.00
3.3	Pre-Final Design Submittal	2	4	12		12	8	2	40	\$5,360.00	\$0.00	\$5,360.00
3.4	Final Design Submittal	2	4	8		4	8	2	28	\$3,900.00	\$0.00	\$3,900.00
3.0	Subtotal Hours	10	16	52	0	64	56	8	206			
3.0	Subtotal Fee	\$2,050.00	\$2,880.00	\$9,100.00	\$0.00	\$6,080.00	\$5,880.00	\$600.00		\$26,590.00	\$0.00	\$26,590.00
4.0	Bid Phase Support											
4.1	Bidding Support	4		4					8	\$1,520.00	\$0.00	\$1,520.00
4.0	Subtotal Hours	4	0	4	0	0	0	0	8			
4.0	Subtotal Fee	\$820.00	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,520.00	\$0.00	\$1,520.00
5.0	Construction Support											
5.1	Construction Support	8		16		16	8		48	\$6,800.00	\$0.00	\$6,800.00
5.0	Subtotal Hours	8	0	16	0	16	8	0	48			
5.0	Subtotal Fee	\$1,640.00	\$0.00	\$2,800.00	\$0.00	\$1,520.00	\$840.00	\$0.00		\$6,800.00	\$0.00	\$6,800.00
Total Basic Services Hours		100	22	144	0	120	100	12	498			
Total Basic Services Fee		\$20,500.00	\$3,960.00	\$25,200.00	\$0.00	\$11,400.00	\$10,500.00	\$900.00		\$72,460.00	\$32,500.00	\$104,960.00

RATES AND FEES

Project Management and Coordination	\$34,400
Preliminary Plans	\$35,650
Final Design	\$26,590
Bid Phase Support	\$1,520
Construction Support	\$6,800
Additional Services	\$32,975
SUBTOTAL	<hr/> \$137,935
10% Contingency	\$13,793
TOTAL	<hr/> \$ 151,728

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Privately Held Corporation	<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 29						
Corporate/Business Entity Name: Louis Berger U.S., Inc.						
(Include d.b.a., if applicable)						
Street Address:		412 Mount Kemble Avenue		Website: www.louisberger.com		
City, State and Zip Code:		Morristown, NJ 07960		POC Name: Thomas Lewis, President		
				Email: tlewis@louisberger.com		
Telephone No:		973-407-1000		Fax No: 973-267-6354		
Nevada Local Street Address:		444 East Warm Springs Road		Website: www.louisberger.com		
(If different from above)		Suite 118				
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: 702-407-1305		
Local Telephone No:		702-789-1978		Local POC Name: Syndi Dudley, Vice President		
				Email: SDudley@louisberger.com		

All entities, with the exception of publicly-traded corporations and non-profit organizations, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
The Louis Berger Group, Inc.	sole shareholder	100%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please note that the employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Syndi Dudley
Signature
Vice President
Title

SYNDI DUDLEY
Print Name
11/26/18
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For Entity Use Only:

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

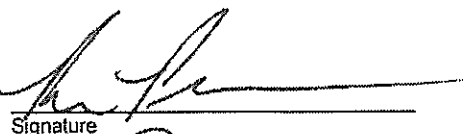
☒ No Disclosure

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

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

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

Notes/Comments:



Signature

Ryan Pearson

Print Name

Authorized Department Representative

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

January 7, 2019

Subject: Authorization to Increase Funding	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors authorize an increase in funding to Blanket Purchase Order No. B684735790 with Fiserv Solutions, Inc., from \$2,430,821 to \$3,600,000 for the 2019 calendar year for electronic billing presentation and payment services, and revise the annual increase amount from 15 percent to 20 percent for the remaining calendar years of the five-year renewal term, which will expire on December 31, 2023.	

Fiscal Impact:

The requested \$1,169,179 is available in the District's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

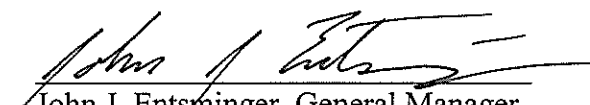
Background:

This request is for authorization to increase annual funding for calendar year 2019 from \$2,430,821 to \$3,600,000 and revise the annual increase amount from 15 percent to 20 percent for the remaining four calendar years of the five-year renewal term, which will expire on December 31, 2023. This increase is needed to accommodate customer-driven growth in electronic bill payment volume and paperless billing. Growth in electronic payments and related e-Bill services has averaged double digit increases year over year, while at the same time the cost to process on-line transactions has accelerated due to increased use of credit cards for payments. This trend is expected to continue as both new and existing customers increasingly elect to adopt this payment channel as their preferred choice for making payments.

During the remaining term, District staff will explore alternate strategies for sourcing electronic billing presentation and payment services after December 31, 2023.

This action is authorized pursuant to NRS 332.115(1)(h) and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:GAF:JDP:JHH:JRB:db

AGENDA
ITEM #

5

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

January 7, 2019

Subject: Retirement Plan Subcommittee	Director's Backup
Petitioner: Julie A. Wilcox, Deputy General Manager, Administration	
Recommendations: That the Board of Directors select three directors to serve on the District's Retirement Plan Subcommittee.	

Fiscal Impact:

None by approval of the above recommendation.

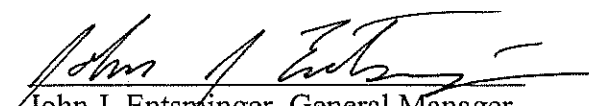
Background:

In 1959, the Board of Directors approved a Retirement Plan (Plan). In 1986, the Plan was amended to include a Retirement Plan Subcommittee (Subcommittee), among other changes. The Subcommittee receives updates from staff and Plan-related consultants regarding Plan operations, and, in turn, makes recommendations to the Board as it deems appropriate. On August 5, 2014, the Board voted to institute at least annual meetings of the Subcommittee to review Plan financials and related issues. Directors Steve Sisolak, Susan Brager, and James Gibson served on the District's Retirement Plan Subcommittee in calendar year 2018.

At this time, the Board is being asked to select three members to serve on the Subcommittee through December 31, 2020.

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

Respectfully submitted:


John J. Entsminger, General Manager
JJE:JAW:AMB:KH:kf

AGENDA ITEM #

6

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM**

January 7, 2019

Subject: Employment Agreement Amendment	Director's Backup
Petitioner: Marilyn K. Kirkpatrick, President, Board of Directors	
Recommendations: That the Board of Directors approve an amendment to the existing employment agreement between John J. Entsminger and the District that provides for the General Manager’s evaluation to be conducted every other year and authorizes a salary increase consistent with the terms of the amendment.	

Fiscal Impact:

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

Background:


On February 4, 2014, the Board of Directors approved an employment agreement with John J. Entsminger to serve as the District's General Manager. On April 4, 2017, the Board approved a revised employment agreement with Mr. Entsminger.

On December 4, 2018, the Board conducted an annual review of the General Manager, consistent with the terms set forth in the revised employment agreement. During that meeting, President Kirkpatrick requested that the Board conduct the General Manager's evaluation every 24 months. To facilitate that motion, an amendment to the General Manager's existing employment agreement is required.

At this time, the Board is being asked to approve the attached amendment to the existing employment agreement, which has been updated to reflect the Board's requested changes.

This action is authorized by Section 9.5 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this amendment.

Respectfully submitted:


John J. Entsminger, General Manager
JJE:MKK:TAF:skm
Attachment

AGENDA
ITEM #

7

AMENDMENT TO EMPLOYMENT AGREEMENT

This amendment ("Amendment") to the employment agreement ("Agreement") between the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("District"), and John J. Entsminger, an individual and resident of Clark County, Nevada ("Entsminger"), is made and entered into this _____ day of January 2019 ("Effective Date"). District and Entsminger are herein referred to collectively as "Parties" and individually as "Party". Unless specifically defined herein, all terms used in this Amendment, shall have the meanings set forth in the Agreement.

WHEREAS, Section 13(C) of the Agreement provides that the Agreement may be amended from time to time by a writing executed by both Parties; and

WHEREAS, Section 11 of the Agreement requires that Entsminger be given an annual performance evaluation each year during which the Agreement is in effect; and

WHEREAS, the Parties desire to amend Section 11 of the Agreement;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 11 of the Agreement entitled "Annual Evaluation" shall be replaced in its entirety with the following language:

"Entsminger shall be given a performance evaluation at least every 24 months during which this Agreement is in effect and shall be eligible for a salary increase at that time as determined by the Board. Such evaluation shall be based upon performance standards developed jointly by the Board and Entsminger."

2. All terms set forth in this Amendment are effective from the Effective Date. Except as hereby amended, all terms of the Agreement shall remain in full force and effect, and the Agreement, along with this Amendment, shall govern all future responsibilities between the Parties.

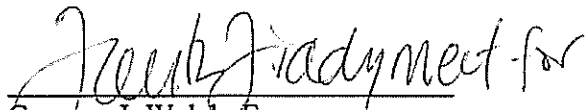
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first written above.

President

Board of Directors

John J. Entsminger, Employee

Approved as to form:



Gregory J. Walch, Esq.
General Counsel