



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

**REGULAR MEETING**  
**9:00 A.M. – MARCH 2, 2021**

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

**Board of Directors**  
Marilyn Kirkpatrick, President  
Jim Gibson, Vice President  
Justin Jones  
William McCurdy II  
Ross Miller  
Michael Naft  
Tick Segerblom

*John J. Entsminger,*  
*General Manager*

Date Posted: February 23, 2021

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) 258-3277 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**

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

**SOUTHERN NEVADA WATER AUTHORITY**  
**100 CITY PARKWAY, SUITE 700**  
**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) 258-3277 or [agendas@lvvd.com](mailto: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 the 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. Public comment can also be provided in advance of the meeting and submitted to [publiccomment@lvvd.com](mailto:publiccomment@lvvd.com).

**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 February 2, 2021.

**CONSENT AGENDA** **Items 2 - 5 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

2. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing agreement between Altivon, LLC, formerly Altivon, LP, and the District for the purchase of additional call center software for an additional amount not to exceed \$2,208,978 for the remaining agreement term and authorize the General Manager or his designee to sign any ministerial documents necessary to effectuate this amendment.
3. *For Possible Action:* Authorize an increase in expenditures for the Master Subscription Agreement awarded to Coupa Software, Inc., from an annual amount not to exceed \$500,000 to an annual amount not to exceed \$665,000.
4. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing 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 increased amount of \$635,000, resulting in a total amount not to exceed of \$5,235,000.
5. *For Possible Action:* Approve the amended Southern Nevada Water Authority Major Construction and Capital Plan dated November 2020.

**BUSINESS AGENDA**

6. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amended and restated agreement between Atkins North America, Inc., and the District to revise the scope of professional services for the Backflow Right-of-Way and Survey Support Project for an increased amount of \$13,612,500, resulting in a total amount not to exceed \$28,612,500.
7. *For Possible Action:* Adopt a resolution consenting to the formation of a captive insurer; authorizing the General Manager to take the necessary steps to implement and maintain the captive insurer on behalf of the District; and authorizing an initial capital investment of up to \$750,000.
8. *For Possible Action:* Adopt a resolution consenting to the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, in the maximum aggregate principal amount of \$257,610,000, to refinance the outstanding commercial paper notes.

**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  
FEBRUARY 2, 2021  
MINUTES**

CALL TO ORDER 9:04 a.m., Commission Chambers, Clark County Government Center,  
500 South Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT: Marilyn Kirkpatrick, President  
Jim Gibson, Vice President  
Justin Jones  
William McCurdy II  
Ross Miller  
Michael Naft  
Tick Segerblom

STAFF PRESENT John Entsminger

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

**COMMENTS BY THE GENERAL PUBLIC**

*For full public comment, visit [www.lvwd.com/apps/agenda/lvwd/index.cfm](http://www.lvwd.com/apps/agenda/lvwd/index.cfm)*

There were no speakers.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

John Entsminger, General Manager, requested the removal of item no. 4 from the agenda in error, and subsequently rescinded his request and asked that the agenda be approved as posted.

ACTION: A motion was made by Vice President Gibson to approve the agenda with the removal of item no. 4. The motion was approved.

FINAL ACTION: A motion was made by Vice President Gibson to rescind his earlier motion and approve the agenda as posted, along with the minutes from the regular meeting of January 4, 2021. The motion was approved.

**CONSENT AGENDA** Items 2 – 4 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, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the California Street Complete Street Project.**
- 3. Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Historic Westside Legacy Park Project.**
- 4. Approve and authorize the General Manager to sign Change Order No. 4 to the Contract with Sunrise Paving, Inc., for pavement replacement services for a Contract price increase of \$395,593.**

FINAL ACTION: A motion was made by Vice President Gibson to approve staff's recommendations. The motion was approved.

**BUSINESS AGENDA**

- 5. Adopt 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 2021C, in the maximum aggregate principal amount of \$257,610,000; and requesting the Clark County Debt Management Commission to approve the finding.**

FINAL ACTION: A motion was made by Vice President Gibson to adopt the resolution. The motion was approved.

**COMMENTS BY THE GENERAL PUBLIC**

Ann McMillan, 5353 Sawyer Ave., requested additional bill payment options, specifically via telephone, from the District.

Ed Uehling provided comment about a public service announcement about indoor water conservation. He also stated that he has reported water waste at Maryland Parkway and Karen Ave. to the District multiple times.

**Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:20 a.m.

**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**

March 2, 2021

**Subject:**

Amendment

**Petitioner:**

David L. Johnson, Deputy General Manager, Operations

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign an amendment to the existing agreement between Altivon, LLC, formerly Altivon, LP, and the District for the purchase of additional call center software for an additional amount not to exceed \$2,208,978 for the remaining agreement term and authorize the General Manager or his designee to sign any ministerial documents necessary to effectuate this 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 November 7, 2017, the Board of Directors approved a five-year agreement with Altivon, LP, for an amount not to exceed \$4,771,023 for the purchase of call center software, access lines, installation services and training for the new call center system. The Board further authorized two additional one-year renewals for an increase not to exceed 5 percent of the annual subscription fee for each of the renewal terms. The District went live with the new Genesys call center software in April 2019 (Genesys). Genesys is instrumental in answering and distributing incoming customer calls and emails to the District's Customer Care agents and provides customers with an automated voice activated self-service option.

By amending the existing agreement, text and chat capabilities will be added to Genesys, which are communication channels not currently available to customers. This would allow today's customer, who uses multiple devices and often prefers text messaging to other forms of communication, to better communicate with the District. This added functionality will work closely with the LVVWD Mobile Application, which was recently released, and will gradually feature more customer notifications on billing, excessive leaks, consumption, and outage alerts. The District is also upgrading its advanced metering infrastructure, providing additional information to make customer notifications and outreach much more relevant to users. Text and chat will become important channels for customers to respond and interact with District Customer Care agents, and will reduce wait times by providing an alternative to telephone inquiries. This amendment will also allow Customer Care to manage its labor force in real time to accommodate the needs of our incoming customer contacts by integrating directly into the Workday software application.

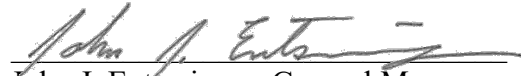
Providing support through a remote workforce requires additional software to maintain a strong and secure mode of customer call center communications. If approved, this amendment will increase the not to exceed amount of the initial 5-year agreement term to \$6,980,000. The Agreement

Amendment  
March 2, 2021  
Page Two

will still allow for two additional one-year renewal periods and authorize an increase not to exceed 5 percent of the annual subscription fee for each of the two renewal periods.

This amendment is being entered into pursuant to NRS 332.115(1)(h) and (q) 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 Amendment.

Respectfully submitted:

A handwritten signature in dark ink, appearing to read "John J. Entsminger", is written over a horizontal line.

John J. Entsminger, General Manager

JJE:DLJ:GAF:GBH:JHH:CH:pw

Attachments

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<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						
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 14						
<b>Corporate/Business Entity Name:</b> Altivon, LLC (a ConvergeOne, Inc. Company)						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		10900 Nesbitt Avenue South		<b>Website:</b> www.convergeone.com		
<b>City, State and Zip Code:</b>		Bloomington, MN 55437		<b>POC Name:</b> Lisa Hartling		
				<b>Email:</b> lhartling@convergeone.com		
<b>Telephone No:</b>		651.994.6800		<b>Fax No:</b> 651.994.6801		
<b>Nevada Local Street Address: (If different from above)</b>		723 S/ 3rd Street, Suite 105		<b>Website:</b> www.convergeone.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89101		<b>Local Fax No:</b> 651.994.6801		
<b>Local Telephone No:</b>		651.994.6800		<b>Local POC Name:</b> Lisa Hartling		
				<b>Email:</b> lhartling@convergeone.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)
John A. McKenna, Jr.	Chairman and Chief Executive Officer	< 10%
James Christopoulos	Secretary	< 10%
Christopher Colpitts	Director	< 10%

**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	Bruce Andersen _____ Print Name
General Manager _____ Title	12/31/2020 _____ 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

Bruce Andersen



Corinna Hale

Print Name

Authorized Department Representative

**FIRST AMENDMENT TO SERVICES & CLOUD COMPUTING AGREEMENT  
BETWEEN  
LAS VEGAS VALLEY WATER DISTRICT  
AND  
ALTIVON, L.P.**

This First Amendment ("Amendment") to the Services and Cloud Computing Agreement to Provide Products and Services is made and entered into this 4<sup>th</sup> day of February 2021 by and between the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("Customer") or ("District") and Altivon, L.P., a Delaware limited partnership ("Vendor"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Vendor agree as follows:

1. All terms set forth in this amendment are effective as of the last date signed below.
2. Change Vendor's name from Altivon, L.P. to Altivon, LLC.
3. Add in Genesys Cloud Service End User License Agreement for Cloud Platform.
4. Article 2 – Compensation. Change not to exceed amount from \$4,771,023.00 to \$6,980,000.00.
5. Article 12 – Term. Official go-live date is recorded as April 01, 2019. The Period of Performance remains unchanged with 60 months after go-live.
6. As hereby amended and supplemented, the Agreement to Provide Products and Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Master Agreement to Provide Products and Services the day and year first above written.

ALTIVON, LLC

By: \_\_\_\_\_  
Bruce Andersen


Title: General Manager

LAS VEGAS VALLEY WATER DISTRICT

By: \_\_\_\_\_  
John J. Entsminger

Title: General Manager

Approved as to form for the District:

By:  \_\_\_\_\_  
Brent Gunson  
Senior Attorney

# GENESYS CLOUD SERVICE END USER AGREEMENT

This Genesys Cloud End User Agreement and the documents referenced herein (the “Agreement”) contain terms and conditions that govern Your access to, and use of, the Genesys Cloud Service and is an agreement between the Genesys Reselling Partner (“Licensor,” “Us,” “We,” “Our”) and You or the entity that You represent (“You,” “Your” or “Customer”), as indicated on the signature block below.

This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral or otherwise. Except as expressly provided herein, each party acknowledges and agrees that by executing the terms and conditions specified in this Agreement, (i) it is not relying upon any other statements, representations, warranties, promises, assurances, or the like, (ii) no remedies are, or will, be available to a party with respect to the foregoing, and (iii) such remedies are unconditionally and irrevocably waived; provided, the foregoing shall not apply to any acts of fraud by a party.

This Agreement takes effect when both parties have executed the Order Schedule (the “Effective Date”). You represent to Us that You are lawfully able to enter into contracts that bind the entity You represent and that You have legal authority to do so.

## TERMS AND CONDITIONS

### SECTION ONE – SERVICES/DEFINITIONS

**1.1** In addition to the terms defined elsewhere in the Agreement, some defined terms that You should be familiar with are:

**Affiliate:** A business entity that: (a) Controls the party; (b) is Controlled by the party; or (c) is under common Control with the party, but only during the time that such Control exists. For the purposes of this definition, “**Control(led)**” is the ability to determine the management policies of an entity through ownership of a majority of shares or by control of the board of management.

**Genesys Cloud Services:** The Genesys cloud service offerings as made available to You using equipment, facilities and software owned or operated by or for Genesys as further described in the applicable schedule.

**Customer Data:** Your proprietary information and information about Your customers (including Personal Data) submitted through the Cloud Services by You or Your Users. Customer Data does not include the anonymized data used to make Service Improvements (as described in Section 9.4).

**Documentation** means the end user manual(s) and other materials typically provided for use with the Cloud Services, including applicable service descriptions found at <https://help.mypurecloud.com/articles/feature-list/>.

**Equipment:** Third party products provided on a pass-through basis without warranty from Genesys.

**Exclusions:** the following conditions, which are deemed excluded from, and that terminate, Our warranty, defense or indemnity obligation: (i) use of Materials, as defined in 2.1, in combination with any non-Genesys equipment, software, services, processes, data or materials; (ii) Your non-compliance with this Agreement or Documentation; (iii) use of Materials after receipt of notice from Us to discontinue such use, including Your failure to use modifications provided by Us; (iv) the development or use of any alteration, derivation, modification or customization of the Materials; (v) Our compliance with Your requests or instructions or the use of any materials or data provided by You; (vi) Your business method(s) or process(es); or (vii) Your content or Customer Data.

**Force Majeure:** Delays or failures on performance resulting from acts beyond the control of a party. Such acts include acts of God, provider blockades, denial of service attacks, strikes, lockouts, riots, acts of war, terrorism, epidemics, Laws, as defined in 10.3, effective after the Effective Date, fire, communication line failures, power failures, earthquakes or other disasters natural or man-made.

**Feedback:** any suggestions, enhancement requests, recommendations, report, feedback, proposals, anonymized statistical data or other information concerning the Services. Notwithstanding anything to contrary herein contained, in no event shall Feedback be deemed Customer intellectual property unless such Feedback existed on or before the Effective Date.

**Malicious Code:** Viruses, worms, time bombs, corrupted files, Trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, damage the operation of Genesys’ or another’s computer or property.

**Personal Data:** any information relating to Your customers that is protected by applicable privacy law.

**Related Parties:** A party’s past, present and future officers, directors, employees, and other personnel, agents, insurers, reinsurers, servants, attorneys, parent company, subsidiaries and affiliates.

**Services:** the Genesys Cloud Services and Support.

**Services Order:** The Order Schedule by which You order the Genesys Cloud Services from Us.

**Support:** the support and maintenance for the Genesys Cloud Services as described in the applicable Schedule.

## SECTION TWO – SCOPE OF USE

- 2.1 Proprietary Rights.** All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in any and all Services hardware, Documentation, and any other materials, products or services provided to You or used in providing Services to You (collectively, “**Materials**”) are and shall remain the exclusive property of Genesys or its business partners, licensors or suppliers, as applicable, whether or not specifically recognized or perfected under applicable local law. Genesys and its business partners, licensors and suppliers reserve all rights not expressly granted in the Agreement and own all rights in all derivative works of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of the Materials.
- 2.2 Use of Materials and Services.** You will not, and will not permit or authorize any third party to: (a) sell, rent, lease, sublicense or otherwise make the Materials available to any third party except as expressly authorized by this Agreement; (b) modify or create any derivative works, functionally equivalent works, or translations of the Materials; (c) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile the Materials or remove or modify any proprietary markings or restrictive legends placed on any Materials; (d) access or use the Materials to compete with the cloud services or to assist anyone else in doing so; (e) remove or modify any proprietary markings or restrictive legends placed on any Materials; (f) take any action that jeopardizes Our rights or the rights of Our business partners, licensors or suppliers in any Materials; (g) use the Materials in a manner that is defamatory, harassing, infringing or otherwise causes damage or injury to any person or property; (h) transmit viruses or other deleterious code; (i) perform unauthorized penetration testing or vulnerability scans; or (j) damage, disable, overburden or impair the Materials or any other party’s use of the Materials. You are responsible for any use of the Materials by your Affiliates. You or any of Your end users will not and will not attempt to: (i) license, sell, lease or otherwise make the Services, or any like service, available to non-subscribers; (ii) use the Services in a way that violates any law, regulation or mandate, or the terms of this Agreement; or (iii) take any action that jeopardizes Our Confidential Information or proprietary information or acquire any right in the Services or in anything else shared with or made available to You.
- 2.3 Similar Materials and Services.** Subject to the confidentiality provisions of this Agreement, nothing in this Agreement precludes or limits Us, Our business partners, licensors, or suppliers in any way from providing materials or services that are similar to materials or services provided or contemplated in this Agreement or developing deliverables or other materials or services that are similar to or compete with any materials or services developed as a result of this Agreement, regardless of their similarity to any Materials, including Deliverables. We and Our business partners, licensors, or suppliers are free to use any concepts, processes, techniques, improvements or other know-how developed in the course of performance of this Agreement (even if similar to materials, products and services provided hereunder) free from any use restriction or payment obligation. For the avoidance of doubt, but subject to this Agreement, including this Section 2.3, We do not claim any rights to Your Confidential Information.
- 2.4 Genesys Cloud Services License.** We grant You and Your Affiliates a non-exclusive, non-transferable, worldwide right to authorize individuals solely within Your and Your Affiliates’ organization to access the Genesys Cloud Services during the term of a Services Order but only for Your own internal business purposes and subject to the terms and conditions of this Agreement, the applicable Genesys Cloud Services Schedule, the Documentation and the terms associated with the specific Services Order.

## SECTION THREE – CONFIDENTIALITY

Refer to Section 7 of Master Subscription Agreement and Supplemental Terms for PureEngage Cloud Services.

## SECTION FOUR – RESERVED

## SECTION FIVE – RESERVED

## SECTION SIX – WARRANTIES

- 6.1 Cloud Services Warranty.** Beginning on the date that the term of the initial Services Order for Cloud Services commences, We warrant to You that the Cloud Services will materially conform to the then current description of the Cloud Services in the Documentation. If You become aware of any material inconsistencies, You must notify Us in writing. Your sole and exclusive remedy for breach of this warranty shall be for Us to correct errors.
- 6.2 Support Warranty.** We warrant that the Support will be performed in a professional and workmanlike manner and in accordance with applicable requirements of this Agreement and any applicable SOW or Services Order. Your sole and exclusive remedy for breach of this warranty shall be for Us to re-perform non-conforming services.
- 6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6 (WARRANTIES), ALL SERVICES AND OTHER MATERIALS OF ANY KIND, INCLUDING ANY AND ALL MATERIALS, THIRD PARTY PRODUCTS, DELIVERABLES, CUSTOMIZATIONS, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND CLOUD SERVICES, ARE PROVIDED “AS IS.” WE (AND OUR BUSINESS PARTNERS, LICENSORS AND SERVICE PROVIDERS) DISCLAIM ALL

WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, OR ACCURACY). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT USE OF ANY MATERIALS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS IN ANY SERVICES OR OTHER MATERIALS OF ANY KIND WILL BE CORRECTED. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES OR OTHER MATERIALS NECESSARY TO ACHIEVE YOUR INTENDED RESULTS. TO THE EXTENT THAT WE CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

- 6.4 WE SHALL HAVE NO WARRANTY OBLIGATIONS TO THE EXTENT A CLAIM AROSE FROM THE EXCLUSIONS. FURTHER, THE REMEDIES SET FORTH IN THIS SECTION SIX (WARRANTIES) ARE YOUR SOLE AND EXCLUSIVE REMEDY(IES) FOR ANY BREACH OF THE FOREGOING WARRANTIES AND TO THE EXTENT THAT ANY OTHER AGREEMENT BETWEEN US IS DETERMINED BY A COURT TO PROVIDE FOR A DIFFERENT REMEDY, THIS AGREEMENT SHALL CONTROL.**

## **SECTION SEVEN – LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 7.1 CONSEQUENTIAL DAMAGES EXCLUSION.** EXCEPT FOR EITHER PARTY'S INTELLECTUAL PROPERTY OBLIGATIONS (AND IN THE CASE OF CUSTOMER, ITS OBLIGATIONS UNDER SECTION 2 (SCOPE OF USE), IN NO EVENT WILL EITHER PARTY (AND IN THE CASE OF LICENSOR, ITS BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS) BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOST OR CORRUPTED INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE OR MALFUNCTION, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS), COVER DAMAGES, OR OTHER SIMILAR DAMAGES REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES OR OTHER MATERIALS OF ANY KIND PROVIDED BY US, INCLUDING ANY AND ALL THIRD PARTY PRODUCTS, DELIVERABLES, CUSTOMIZATIONS, SERVICES, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, OR GENESYS CLOUD SERVICES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 7.2 LIMITATION OF LIABILITY.** LICENSOR (AND ITS BUSINESS PARTNERS', LICENSORS' AND SUPPLIERS') TOTAL LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, WILL NOT EXCEED THE FEES PAID OR PAYABLE TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR THE MATERIALS OR SERVICES THAT ACTUALLY CAUSED THE LOSS, COST, CLAIM OR DAMAGE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION ON LIABILITY FORMS A FUNDAMENTAL BASIS OF THE BARGAIN HEREUNDER, IN THE ABSENCE OF WHICH, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD HAVE BEEN DIFFERENT. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIMITATION WILL BE THE MINIMUM AMOUNT REQUIRED BY LAW).
- 7.3 Licensor Indemnification.** We, or Our licensor Genesys, will pay to defend You at Our expense and indemnify You for any amounts awarded against You in a final judgment or settlement approved by Us, with respect to any claims by a third party that the unaltered Genesys Cloud Services, as originally delivered to You, infringe or misappropriate any valid and enforceable U.S. patents, copyright registrations, federal trade dress registrations and federal trademark trade mark registrations of such third party. We may at any time and at Our option and expense: (i) obtain for You, a license to continue to use the Genesys Cloud Services that may infringe a third party's rights; (ii) modify the Genesys Cloud Services so as to avoid infringement while preserving substantially equivalent functionality; or (iii) terminate the Agreement and the licenses granted hereunder and refund to You the prepaid and unused fees covering the remainder of the term of the applicable Services Order.
- 7.4 Customer Indemnification.** You will defend Us and Our Affiliates and licensors at Your expense, indemnify Us and Our Affiliates against any judgments finally awarded by a court, and pay any settlements approved by You with respect to any claims: (a) that Customer Data and/or Your method or process of doing or conducting business infringes any intellectual property rights of a third party; (b) arising from Your non-compliance with the Agreement, including Section 2 (Scope of Use); or (c) any circumstances arising under the Exclusions.
- 7.5 Indemnification Procedures.** A party entitled to indemnification ("**Indemnified Party**") will promptly notify the other party ("**Indemnifying Party**") of any claim and provide reasonable assistance to the Indemnifying Party with respect to handling the claim. Failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the



extent that the Indemnifying Party has been materially prejudiced thereby. The Indemnifying Party will have the sole right to defend and settle any claim (except that the Indemnifying Party may not agree to any settlement that does not unconditionally release the Indemnified Party, without the Indemnified Party's prior written consent). The Indemnified Party will be entitled to participate in the defense of a Claim and to employ legal representation at its own expense to assist in the handling of a claim.

- 7.6 WE SHALL HAVE NO DEFENSE, WARRANTY OR INDEMNIFICATION OBLIGATIONS TO THE EXTENT ANY CLAIM(S) AROSE FROM AN EXCLUSION(S). FURTHER, SECTION 7 STATES THE ENTIRE LIABILITY AND OBLIGATION OF GENESYS, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SERVICES, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.**

## SECTION EIGHT – TERM AND TERMINATION

- 8.1 Term.** Refer to Section 3. Of the Genesys Master Subscription Agreement.

- 8.2 Survival of Terms.** All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including all payment obligations, use restrictions, confidentiality obligations, ownership terms, indemnification obligations, disclaimers, Exclusions and limitations of liability.

## SECTION NINE – CUSTOMER DATA

- 9.1 Ownership of Customer Data.** You retain ownership of and all intellectual property rights in Customer Data and grant Us and Our licensor, Genesys a non-exclusive, non-sublicenseable (except to parties working on Our behalf), non-transferable, royalty-free license to access, process, store, transmit, and otherwise make use of the Customer Data as necessary to provide the Services and to otherwise fulfill Our obligations under the Agreement.

- 9.2 Transfers of Data.** . You represent and warrant that You have obtained all consents necessary for Us to collect, access, process, store, transmit, and otherwise use Customer Data in accordance with the Agreement. You shall comply with all requirements of integrity, quality, legality and all other similar aspects in respect of Customer Data. We may, but are not obligated to, review or monitor any Customer Data. We expressly disclaim any duty to review or determine the legality, accuracy or completeness of Customer Data.

- 9.3 Privacy.** A privacy program designed to respect and protect Customer Data under Our control has been developed and will be maintained. Customer Data will not be rented or sold.

- 9.4 Service Improvements.** We may aggregate data and information related to the performance, operation and use of the Genesys Cloud Services to create statistical analyses, to perform benchmarking, to perform research and development and to perform other similar activities ("Service Improvements"). We will not incorporate Customer Data in Service Improvements in a form that could identify You or Your customers and we will use industry standard techniques to anonymize Customer Data prior to performing Service Improvements. We retain all intellectual property rights in Service Improvements and may make them publicly available.

## SECTION TEN – GENERAL

- 10.1 Assignment.** Neither party may assign its rights or obligations under the Agreement, either in whole or in part, except (1) with respect to a sale of substantially all of the assets of its business, merger, or change in the party's ownership, (2) to an Affiliate or (3) with the prior written consent of the other party. Without limiting the preceding sentence, the rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors and assigns. You understand and agree that third parties may provide products and services to You in connection with the Agreement. You agree that any such third parties may directly invoice you for services rendered and products delivered, and You agree to pay such invoices in accordance with the Agreement.

- 10.2 Government Usage.** This is a commercial item agreement. If the Services are acquired by or on behalf of the U.S. Government, a state or local government, or a prime contractor or subcontractor (of any tier) of the foregoing, such government customers and users shall obtain only those commercial license rights set forth in the Agreement remain in full force.

- 10.3 Compliance with Laws.** Each party will comply with all applicable Laws in connection with the performance of its obligations under this Agreement.

- 10.4 Cumulative Remedies, Force Majeure and Injunctive Relief.** All remedies available to Us will be cumulative and the specification of a remedy will not preclude Us from pursuing other remedies available at law, or in equity. Neither party will be responsible for acts of Force Majeure. Nothing in this Agreement will prevent Us from seeking immediate injunctive relief against You in the courts having jurisdiction over You.

- 10.5 Governing Law.** Refer to Section 12.6 of Exhibit C Genesys Master Subscription Agreement and Supplemental Terms =

**10.6 Independent Contractors.** The parties are acting as independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

**10.7 Third party beneficiaries.** No third-party beneficiary relationships are created by this Agreement.

**10.8 Notices.** All notices under the Agreement will be in writing and will be deemed to have been given when (a) personally delivered; (b) sent by electronic mail transmission; or (c) sent by registered mail, postage prepaid (which notice will be deemed to have been received on the third (3rd) business day following the date on which it is mailed); or (d) in Our case, we may provide notice(s) of website modifications described in Section 10.11 by (i) posting a notice on our corporate website; or (ii) sending a message to the email address then associated with Your account; or (e) sent overnight by a commercial overnight courier that provides a receipt (which notice will be deemed to be received on the next business day after mailing). In the case of Customer, notice will be sent to the address below (or such other designee/address Customer may provide by giving notice to the in compliance with the Agreement).

Customer Notice Information: Las Vegas Valley Water District.  
1001 South Valley view Blvd.  
Las Vegas, Nevada 89153  
ATTN: Greg Febbo, Director – Information Technology

**10.9 Waiver.** No provision of the Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective.

**10.10 Complete Agreement: Amendment.** RESERVED.

**10.11 Modifications.** Websites referenced in the Agreement may be modified at any time by posting a revised version on the applicable websites or by notifying You in accordance with the Notice provisions in Section 10.8 (Notices). The modified terms will become effective upon posting for any Orders, Services Orders, or Renewals occurring after posting.. By continuing to use the Materials after the effective date of any modifications to the Agreement, You agree to be bound by the modified terms. If such modification materially decreases any of Our obligations or the functionality of the applicable Service, You may terminate this Agreement by providing Us with written notice within thirty (30) days of the effective date of the applicable modification. Any such termination shall be effective thirty (30) days after We receive written notice from You.

**10.12 Compliance.** You represents and warrant that (a) neither You, any Affiliate, or any of Your users are on any government-issued list of restricted persons or entities including the Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List; and (b) You will not export or re-export, directly or indirectly, any services, products, or Materials of any kind provided by Company to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

**10.13 Execution; Digitized Copies.** The parties agree that this Agreement may be executed by any means of signature, including electronic commerce or transmission, including facsimile, email, or acknowledgement through a webpage. The Agreement may be executed in two (2) or more counterparts, each of which is deemed an original, but which together constitute one contract or document. Signed digitized copies of the Agreement and other associated documents, including attachments and amendments shall legally bind the parties to the same extent as original documents.

**10.14 Subcontracting.** We may subcontract certain portions of the Services under this Agreement to third parties, provided that we shall be responsible for the performance of such subcontractors.

IN WITNESS WHEREOF, Licensors and Customer have executed this Agreement as of the Effective Date.

**Customer**

**Licensors**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PURECLOUD SCHEDULE

This Genesys Cloud Schedule contains terms and conditions that govern Your access to and use of the Genesys Cloud Service (as defined below).

1. **Subscription Services.** We grant You a right to use the Genesys Cloud Service in accordance with this Agreement and the applicable product descriptions found in the Services Order.
  1. The software used to provide the Genesys Cloud Service is located on servers that are controlled by Amazon Web Service (“AWS”) in the AWS region selected by Customer (anticipated to be U.S. Servers only). You may access and use the software but have no right to receive a copy of the object code or source code to the software.
  2. You shall comply with the AWS Acceptable Use Policy found at <https://aws.amazon.com/aup/>, which is incorporated in the Agreement by this reference.
  3. In the event You purchase third party products and services through the Genesys AppFoundry website, You will be required to accept the supplier’s terms and conditions through the AppFoundry website prior to activating Your license to the AppFoundry product. Your use of the AppFoundry products is subject to such supplier terms and conditions, and not the terms and conditions of this Agreement. Neither We, nor Our licensor, Genesys, is a party to the terms and conditions of governing AppFoundry products, and all claims with respect to such AppFoundry products will be made with the supplier. By activating an AppFoundry product, You are granting permission to share Your Genesys Cloud Services configuration and user information with the AppFoundry supplier, only to the extent such information is required by the AppFoundry supplier in order to provide the product.
2. **Security and Privacy**
  1. Security and privacy policies for the Genesys Cloud Service addressing use of Customer Data, which are incorporated by reference, are located at <https://help.mypurecloud.com/articles/purecloud-security-compliance/>.
3. **Genesys Cloud Documentation.** The Genesys Cloud Documentation is found at <https://help.mypurecloud.com/articles/feature-list/>, which is incorporated in the Agreement by this reference.
4. **Provision of Genesys Cloud Service.** The Genesys Cloud Service will be made available 24 hours a day, 7 days a week, except for: (i) occasional planned downtime at non-peak hours (for which You will be provided advance notice); or (ii) any unavailability caused by circumstances beyond Our reasonable control, including failure or delay of Your Internet connection, misconfiguration by You or any third party, issues on Your network, or telecommunications services contracted by or for You, or (iii) unavailability as a result of the actions of AWS, including (a) any maintenance or planned downtime of the AWS services, (b) any fault or failure of the AWS services, or (c) AWS either terminating the AWS Customer Agreement or suspending Our or Your use of AWS services.
5. **Term and Payments.**
  1. **Term.** This Agreement governs use of the Genesys Cloud Services starting on the Effective Date and continues until the end of the term of the applicable order for Genesys Cloud Services. The Initial Subscription Term shall begin after a period specified in the Services Order (if applicable) that is intended to allow You to implement the Genesys Cloud Services (“**Ramp Period**”). If the Ramp Period is applicable under the order, the Ramp Period shall begin upon Our acceptance of the order and shall be one hundred twenty (120) days if not otherwise specified in the order. The Initial Subscription Term shall begin upon the end of such Ramp Period. At the end of the Initial Subscription Term and each renewal Subscription Term orders for Genesys Cloud Services shall (other than pricing) automatically renew on the same term and commitment structure described in Section 5.2 below, as specified in the previous order, unless: (a) either party provides the other party written notice of its intent to not renew at least 30 days prior to expiration of the then-current Subscription Term (“**Non-renewal Notice Date**”); (b) the expiring order provides for a different automatic renewal period; or (c) the parties agree in writing to renew for a term of different duration. However, if a written agreement for a different renewal term duration occurs after the Non-renewal Notice Date, the new renewal term duration may only be greater than the renewal term duration that would have been applicable had the order automatically renewed as described in this Section. If neither party has notified the other of non-renewal by the Non-renewal Date, the parties will not be permitted to cancel the automatically renewing Subscription Term without the other party’s written agreement. Pricing for any renewal period, including auto-renewals as described in this Section, shall be at the then current list pricing, unless otherwise agreed upon in an order.
  2. **Commitment Structure.** You must pay the fees listed on the relevant order. Subscription payments will be structured differently based on the term You select from the three options below and the commitment structure will be set forth in the order.
    1. **Monthly Term.** The actual monthly fees will be calculated based on usage and invoiced to You in arrears on a monthly basis. Subscription prices for the monthly term are subject to changes in Our then current pricing. During the Ramp Period, no monthly minimum shall apply. After the ramp period, there will be a monthly minimum that is set forth in the Services Order.

2. **Annual Term; Annual Pre-Payment.** You will be billed in advance for twelve months of subscription fees. This payment covers the minimum commitments for the Subscription Term, beginning upon the end of the Ramp Period. During the Ramp Period, You will be billed in arrears for actual usage at the pro-rated Annual Subscription rates set forth in the Services Order. After the Ramp Period, if actual usage in a month exceeds Annual Subscription amount set forth in the Services Order (prorated for a one-month period), You will be charged for such excess usage at the Subscription Overage fee listed in the Services Order, which will be billed monthly in arrears. Any prepaid amount is non-refundable.
3. **Annual Term; Monthly Payment.** During the Ramp Period, no minimum commitments will apply, and You will be billed for actual usage at the monthly subscription rates set forth in the Services Order. Your monthly subscription fees will be set forth in the Services Order. After the Ramp Period, the monthly subscription represents a minimum billing amount, which will be billed in advance of each month. Any usage above the monthly subscription will be charged at the subscription overage fee listed in the Services Order, which will be billed monthly in arrears.


## 6 **Definitions.**

1. **“AppFoundry”** means the Genesys marketplace website where Customers may purchase third party software applications to integrate with the Genesys Cloud Service.
2. **“Initial Subscription Term”** means the Subscription Term in specified in Customer’s initial order submitted on after execution of this Agreement.
3. **“Genesys Cloud Service”** means the cloud communications service, and associated equipment and services, as described in a Services Order.
4. **“Genesys Cloud Website”** means the website used to access the Genesys Cloud Service and any successor or related site designated by Us.
5. **“Subscription Term”** means the term of the Genesys Cloud Services You selected, as set forth in the order.



This Exhibit A, Itemization, is part of the Master Agreement indicated herein between Customer and Seller. By execution of the Agreement, Customer and Seller agree to be bound by the terms and conditions of the Agreement, including those of this Exhibit A. In the event of any conflict between the terms of this Exhibit and the terms of the Agreement, the terms of this Exhibit shall govern.

<b>Exhibit A, Itemization</b>		<b>Purchase Price Valid Until Date:</b> 02/26/21	
<b>Customer Legal Name:</b>	Las Vegas Valley Water District	<b>Altivon Legal Name:</b>	Altivon, L.P.
<b>Customer Project Contact:</b>	Greg Hearn	<b>Altivon Contact Name:</b>	Lisa Hartling
<b>Customer Project Contact Phone Number:</b>	702-258-3989	<b>Altivon Contact Phone:</b>	602-797-1240
<b>Customer Project Contact Email:</b>	greg.hearn@lvvwd.com	<b>Altivon Contact Email:</b>	lisa.hartling@altivon.com
<b>Customer Legal &amp; Billing Address:</b>		<b>Altivon Mailing &amp; Remit-to Address:</b>	
<b>Street:</b>	1001 S. Valley View Blvd	<b>Street:</b>	PMB 166, 4570 Avery Lane SE, Suite C
<b>City, State, Zip Code:</b>	Las Vegas, NV 89153	<b>City, State, Zip Code:</b>	Lacey, WA, 98503
<b>Customer Installation, Delivery, Ship-to Address:</b>		<b>Subscription Details:</b>	
<b>Street:</b>	1001 S. Valley View Blvd	<b>Prorated Subscription Term:</b>	37 Months remaining
<b>City, State, Zip Code:</b>	Las Vegas, NV 89153		
<b>Delivery Contact Person:</b>	Greg Hearn		
<b>Delivery Contact Phone Number:</b>	702-258-3989		
<b>Master Agreement Number:</b>	AVN0317-01	<b>Order Schedule Number:</b>	06
<b>Project Name:</b>	AI and ChatBots	<i>It is Customer's responsibility to verify installation, delivery and ship-to address(es) indicated herein are accurate. Seller is not responsible for delays or additional fees due to Customer not providing accurate address(es).</i>	
<b>Contract Itemization:</b>			
<b>Description - Recurring Fees</b>	<b>Quantity</b>	<b>Recurring Fees - Minimum Contracted Monthly Amount - Per User</b>	<b>Recurring Fees - Minimum Contracted Monthly Amount - Extended</b>
<b>Subscription Recurring Fees Year 1 (12 months)</b>		<b>Recurring Fees - Minimum Contracted Annual Amount - Extended</b>	
Genesys Advanced Chat - PEC	25	\$ 38.00	\$ 950.00
Genesys Chatbot – PEC	15000	\$ 0.30	\$ 4,500.00
Outbound Voice with CX Contact User - PEC	50	\$ 60.60	\$ 3,030.00
Outbound Voice with CX Contact Transaction - PEC	10000	\$ 0.05	\$ 500.00
NANP Long Code Lease - PEC	1	\$ 2.00	\$ 2.00
NANP Long Code MT/MO - PEC	10000	\$ 0.02	\$ 150.00
<b>Subtotal - Year 1 Recurring Fees</b>		<b>\$ 9,132.00</b>	<b>\$ 109,584.00</b>
<b>Subscription Recurring Fees Year 2 (12 months)</b>			
Genesys Advanced Chat - PEC	25	\$ 39.14	\$ 978.50
Genesys Chatbot – PEC	15000	\$ 0.31	\$ 4,635.00
Outbound Voice with CX Contact User - PEC	50	\$ 62.42	\$ 3,120.90
Outbound Voice with CX Contact Transaction - PEC	10000	\$ 0.05	\$ 515.00
NANP Long Code Lease - PEC	1	\$ 2.06	\$ 2.06
NANP Long Code MT/MO - PEC	10000	\$ 0.02	\$ 154.50
<b>Subtotal - Year 2 Recurring Fees</b>		<b>\$ 9,405.96</b>	<b>\$ 112,871.52</b>
<b>Subscription Recurring Fees Year 3 (12 months)</b>			
Genesys Advanced Chat - PEC	25	\$ 40.31	\$ 1,007.86
Genesys Chatbot – PEC	15000	\$ 0.32	\$ 4,774.05
Outbound Voice with CX Contact User - PEC	50	\$ 64.29	\$ 3,214.53
Outbound Voice with CX Contact Transaction - PEC	10000	\$ 0.05	\$ 530.45
NANP Long Code Lease - PEC	1	\$ 2.12	\$ 2.12
NANP Long Code MT/MO - PEC	10000	\$ 0.02	\$ 159.14
<b>Subtotal - Year 3 Recurring Fees</b>		<b>\$ 9,688.14</b>	<b>\$ 116,257.67</b>

Subscription Recurring Fees Year 4 (Prorated 1 Month)					
Genesys Advanced Chat - PEC	25	\$ 5.93	\$ 148.30	\$ 1,038.09	
Genesys Chatbot – PEC	15000	\$ 0.05	\$ 702.47	\$ 4,917.27	
Outbound Voice with CX Contact User - PEC	50	\$ 9.46	\$ 473.04	\$ 3,311.25	
Outbound Voice with CX Contact Transaction - PEC	10000	\$ 0.01	\$ 78.05	\$ 546.36	
NANP Long Code Lease - PEC	1	\$ 0.31	\$ 0.31	\$ 2.19	
NANP Long Code MT/MO - PEC	10000	\$ 0.00	\$ 23.42	\$ 163.91	
<b>Subtotal - Year 4 Recurring Fees</b>			<b>\$ 1,425.58</b>	<b>\$ 9,979.07</b>	
<b>Subtotal - Genesys Cloud Recurring Fees</b>				<b>\$ 348,692.26</b>	
<b>Description - One Time Fees</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>		
<b>One Time Fees</b>					
NANP Long Code - Provisioning - PEC	1	\$ 2.00	\$ 2.00		
<b>Hardware One Time Fees</b>			<b>\$ 2.00</b>		
<b>Total Amount of Contract</b>					<b>\$ 348,694.26</b>
<b>Invoicing Schedule:</b>					
Total amount of one time fees, due upon invoice. Amount does not include applicable Telco, Cloud Services, Networking, Telephony, Storage, Taxes and/or Governmental Fees:					\$ 2.00
Year 1 monthly amount of recurring fees to be added to Subscription Term. Amount does not include applicable Telco, Cloud Services, Networking, Telephony, Storage, Taxes and/or Governmental Fees:					\$ 9,132.00
Year 2 monthly amount of recurring fees to be added to Subscription Term. Amount does not include applicable Telco, Cloud Services, Networking, Telephony, Storage, Taxes and/or Governmental Fees:					\$ 9,405.96
Year 3 monthly amount of recurring fees to be added to Subscription Term. Amount does not include applicable Telco, Cloud Services, Networking, Telephony, Storage, Taxes and/or Governmental Fees:					\$ 9,688.14
Year 4 monthly amount of recurring fees to be added to Subscription Term. Amount does not include applicable Telco, Cloud Services, Networking, Telephony, Storage, Taxes and/or Governmental Fees:					\$ 1,425.58
<b>Remarks:</b>					
<p>All amounts are USD. Recurring subscription fees will be invoiced monthly in arrears at contracted minimum or actual amounts incurred (whichever is greater). Telco, Cloud Services, Networking, Telephony, Storage or similar fees will be added to each applicable monthly invoice. The Minimum Period Fees billed under the Compensation and Service Order will increase by the monthly billing amount of this Order Schedule and remain in effect for the full Subscription Period. Minimum Period Fees are the minimum billing amount, overages will be billed at actual amounts incurred. One Time Fees will be billed upon endorsement.</p> <p>Cloud Recording Storage: Will be billed at USD 1.010000 per GB per month of storage used for Voice, IVR and Screen Recordings unless stated otherwise on the Order Schedule.</p> <p>Professional Services amounts are estimated based on SOW. Actual amounts will be incurred and billed accordingly. Out of scope services are additional to fees itemized on this Order Schedule and will be billed as incurred. Any changes made via agreed upon Change Order(s) will be billed according to terms defined on corresponding Change Order(s). Travel time and expenses, if applicable, are not included herein.</p>					
<b>Exhibit B, Statement of Work:</b>		Subscription Services activation.			
By signature of this Order Schedule by an authorized representative, Customer and Seller agree to be bound by the terms and conditions of this Order Schedule.					
<b>CUSTOMER:</b>			<b>SELLER:</b>		
(Legal Entity Name)	Las Vegas Valley Water District		(Legal Entity Name)	Altivon, L.P.	
(Authorized Signature)			(Authorized Signature)		
(Typed or Printed Name, Title)			(Typed or Printed Name, Title)	Bruce Andersen, CEO/President	
(Date)			(Date)		

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

March 2, 2021

**Subject:**

Authorization to Increase Funding

**Petitioner:**

David L. Johnson, Deputy General Manager, Operations

**Recommendations:**

That the Board of Directors authorize an increase in expenditures for the Master Subscription Agreement awarded to Coupa Software, Inc., from an annual amount not to exceed \$500,000 to an annual amount not to exceed \$665,000.

**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 June 12, 2019, the District awarded a bid under VAT L\_2306 and entered into a six-year Master Subscription Agreement for an annual amount not to exceed \$500,000 with Coupa Software, Inc., for a procure-to-pay software system (COUPA). COUPA replaces the District's legacy purchasing system that was more than 18 years old, required over 23 additional custom applications to function properly, and is outdated. In 2017, the District conducted a formal request for proposals, with 12 companies responding. A cross-functional review team of employees from multiple departments evaluated the responses, conducted interviews and product demonstrations, and chose COUPA. COUPA implementation began in January 2020, with the purchasing system segment to go live on March 1, 2021.

The initial contract provided licensing for 400 users and the procure-to-pay module. A contract lifecycle management module and an additional testing environment were added, bringing the annual commitment close to the \$500,000 limit. An increase in annual licensing subscriptions is now needed to support the District due to expanded system use. In addition, the District has also been using COUPA to complete corporate procurement card (PCard) expense reports and anticipates usage to continue to increase, requiring an adjustment to the original contract item.

If approved, the contract term of 3 years, with one 3-year renewal, is anticipated to cost the District a total amount not to exceed \$3,610,000; \$454,000 in year 1; \$574,000 in year 2; \$587,000 in year 3; and \$665,000 in years 4 through 6. COUPA will provide the District with a long-term, reliable purchasing system, which can be expanded to include warehouse management, if needed. Having an up-to-date system that can integrate with other programs the District utilizes for accounting, legal, fleet management and asset management systems will be beneficial in process and accountability. This authorization requires Board approval because the requested increase exceeds the authority of the General Manager under Resolution No. 2006-01.

This action is authorized pursuant to NRS 332.065 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:DLJ:GAF:JDP:JHH:CH:pw

Attachment

AGENDA  
ITEM #

**3**



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 0						
<b>Corporate/Business Entity Name:</b> Coupa Software Incorporated						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1855 South Grant Street		<b>Website:</b> www.coupa.com		
<b>City, State and Zip Code:</b>		san Mateo, CA 94402		<b>POC Name:</b> Rick Avalos		
				<b>Email:</b> rick.avalos@coupa.com		
<b>Telephone No:</b>		650-485-8593		<b>Fax No:</b>		
<b>Nevada Local Street Address: (If different from above)</b>		10615 Professional Circle		<b>Website:</b> www.coupa.com		
<b>City, State and Zip Code:</b>		Reno, NV 89521		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		650-485-8652		<b>Local POC Name:</b> Elaine Chapman@coupa.com		
				<b>Email:</b> ar@coupa.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)

***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	Rick Avalos _____ Print Name
Manager Accounts Receivable _____ Title	1/28/2021 _____ 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	N/A	N/A	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.

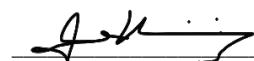
☒ No Disclosure

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

Purchasing Manager

Print Name

Authorized Department Representative

<b>Coupa Board of Directors</b>
Rob Bernshteyn
Michelle Brennan
Leslie Campbell
Roger Siboni
Tayloe Stansbury
Scott Thompson
Frank Van Veenendaal

<b>Leadship Team</b>	
Rob Bernshteyn	Chief Executive Officer
Todd Ford	Chief Financial Officer
Steve Winter	Chief Revenue Officer
Chandar Pattabhiram	Chief Marketing Officer
Mark Riggs	Chief Customer Officer
Roger Goulart	Executive VP, Business Development & Alliances
Raja Hammoud	Executive VP, Products
JP Krishnamoorthy	Executive VP, Engineering
Ravi Thakur	Executive VP, Business Acceleration
Ray Martinelli	Chief People Officer
Jon Stueve	Senior VP and General Counsel

As of January 28, 2021

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

March 2, 2021

**Subject:**

Amendment

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing 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 increased amount of \$635,000, resulting in a total amount not to exceed of \$5,235,000.

**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 December 4, 2018, the Board of Directors approved an agreement with Parsons Transportation Group, Inc. (Parsons), for professional services required to support staff with implementation of a project management information system for more efficient project delivery through improved cost forecasting, cost and schedule management, design management, and construction management.

The original agreement provided for professional services for an amount not to exceed \$4,600,000. Since approval of the original agreement, time constraints and current workload due to knowledgeable staff retirements will require additional assistance. If approved, this Amendment No. 1 would provide for additional professional services, including system optimization and contract administration, that were not previously included. All services are expected to be completed ahead of schedule.

This amendment is being entered into pursuant to NRS 332.115(1)(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 amendment.

Respectfully submitted:



John J. Entsminger, General Manager

JJE:DJR:PJJ:GN:db

Attachments

AGENDA  
ITEM #

**4**

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> 26						
<b>Corporate/Business Entity Name:</b> Parsons Corporation						
<b>(Include d.b.a., if applicable)</b> Parsons Transportation Group, Inc.						
<b>Street Address:</b>		100 M Street SE		<b>Website:</b> www.parsons.com		
<b>City, State and Zip Code:</b>		Washington, DC 20003		<b>POC Name:</b> Robert McCarthy		
				<b>Email:</b> rob.mccarthy@parsons.com		
<b>Telephone No:</b>		202-775-3300		<b>Fax No:</b> 202-775-3342		
<b>Nevada Local Street Address:</b>		7450 Arroyo Crossing Parkway, Suite 180		<b>Website:</b> www.parsons.com		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Las Vegas, NV 89113		<b>Local Fax No:</b> 702-822-3320		
<b>Local Telephone No:</b>		702-334-6548		<b>Local POC Name:</b> Kevin Ulrey		
				<b>Email:</b> kevin.ulrey@parsons.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)
Parsons Construction Group	Parent Company	100%
Parsons Corporation	Ultimate Parent	100%
100% ESOP, No one employee owns more than	1/2 of 1% (0.5%)	

**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.

Robert M McCarthy  
Signature

Digitally signed by Robert M McCarthy  
Date: 2021.01.28 16:33:26 -08'00'

Robert M. McCarthy  
Print Name

Vice President  
Title

28 January 2021  
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:

**Gina Neilson** Digitally signed by Gina Neilson  
Date: 2021.02.08 17:23:14 -08'00'

Signature

Gina Neilson

Print Name

Authorized Department Representative

**Report Name :** Management Structure

**Filtered By :** --

**Exported By :** Blade Metzger

**Exported On :** 2/10/2021

**Entity Name:** Parsons Transportation Group Inc.

Name	Title	Title Role	Role Start
Ball, George L.	Director	Director	1/1/2019
Kolloway, Michael R.	Director	Director	11/14/2017
Smith, Carey A.	Director	Director	1/1/2019
Topolski, Thomas J.	President	Officer	5/1/2020
Adams, Garold B.	Executive Vice President	Officer	10/1/2009
Ball, George L.	Executive Vice President	Officer	5/20/2008
Beach, Matthew	Executive Vice President	Officer	2/16/2019
Fialkowski, Mark C.	Executive Vice President	Officer	2/16/2019
Hubbard, Richard	Executive Vice President	Officer	4/29/2020
Moretta, Jon	Executive Vice President	Officer	2/16/2019
Topolski, Thomas J.	Executive Vice President	Officer	12/26/2018
Ahmed, Haroon	Senior Vice President	Officer	4/7/2020
Boson, Martin	Senior Vice President	Officer	3/4/2017
Briggs, Mark	Senior Vice President	Officer	5/13/2020
Brooks, Patrick C.	Senior Vice President	Officer	3/8/2017
Campbell-Wilson, Catherine	Senior Vice President	Officer	6/20/2020
Cronin-North, Mary	Senior Vice President	Officer	1/4/2021
Fiori, Debra A.	Senior Vice President	Officer	9/30/2011
Henderson, Richard M.	Senior Vice President	Officer	4/12/2020
Kolloway, Michael R.	Senior Vice President	Officer	8/25/2016
Liu, Andrew H.	Senior Vice President	Officer	10/5/2018
Magestad, Nathan L.	Senior Vice President	Officer	4/29/2019
Marrocco, Peter	Senior Vice President	Officer	12/29/2015
Maurath, Lisa	Senior Vice President	Officer	10/24/2018
Meifert, John J.	Senior Vice President	Officer	3/9/2018
Minassian, Nerces S.	Senior Vice President	Officer	6/1/2011
Pereira, Nuno V.	Senior Vice President	Officer	6/20/2020

Radeloff, Dean F.	Senior Vice President	Officer	4/28/2017
Shelor, William C. III	Senior Vice President	Officer	--
Smith, Steven P.	Senior Vice President	Officer	3/7/2015
Urgen, Aykut	Senior Vice President	Officer	3/10/2016
Welch, Gregg A.	Senior Vice President	Officer	10/8/2014
Advani, Pierre	Vice President	Officer	3/4/2017
Ahmed, Ali	Vice President	Officer	12/9/2019
Arent, Steven	Vice President	Officer	3/14/2012
Ariza, Rodrigo	Vice President	Officer	3/8/2018
Armstrong, Scott	Vice President	Officer	1/7/2015
Astell, Nigel	Vice President	Officer	10/1/2014
Averkamp, Joseph J.	Vice President	Officer	1/15/2018
Ayala, David M.	Vice President	Officer	3/10/2016
Barker, Julia K.	Vice President	Officer	2/16/2019
Barta, Rena	Vice President	Officer	4/20/2020
Bergstrom, Todd	Vice President	Officer	5/29/2020
Betancourt, Jose	Vice President	Officer	4/10/2018
Bhattacharyya, Saurabh	Vice President	Officer	3/4/2017
Blair, Gordon D. I.	Vice President	Officer	12/29/2015
Blasic, Gregory J.	Vice President	Officer	3/1/2011
Braband, Elizabeth	Vice President	Officer	8/31/2020
Brahm, Joseph	Vice President	Officer	9/21/2017
Bruschi, Maria G.	Vice President	Officer	3/8/2014
Burgess, Nathan E.	Vice President	Officer	5/14/2019
Butler, Michael	Vice President	Officer	12/29/2015
Calvagna, Christopher	Vice President	Officer	12/9/2019
Cedeno, Eddie	Vice President	Officer	2/4/2021
Clark, Thomas S.	Vice President	Officer	4/21/2014
Colangelo, Lori	Vice President	Officer	2/20/2020
Collins, Francis X.	Vice President	Officer	12/29/2016
Condell, Seth	Vice President	Officer	6/20/2020
Cordone, Leslie	Vice President	Officer	3/4/2017
Cowan, Darcy R.	Vice President	Officer	3/8/2018
Curry, Kenneth	Vice President	Officer	9/21/2017
Dalvi, Ashay V.	Vice President	Officer	7/23/2015
Darnall, Anne M.	Vice President	Officer	3/14/2013
Davis, Robert	Vice President	Officer	6/6/2020

Dickman, Paul A.	Vice President	Officer	2/12/2016
Elkey, William E.	Vice President	Officer	3/8/2014
Evenson, Kathleen L.	Vice President	Officer	8/9/2014
Fielder, Jeffrey A.	Vice President	Officer	3/1/2011
Figuroa, Ernest A.	Vice President	Officer	3/7/2015
Gastoni, Vincent T.	Vice President	Officer	3/7/2015
Grebner, Timothy R.	Vice President	Officer	3/10/2016
Green, Shelley D.	Vice President	Officer	3/28/2016
Harrison, Gerald M.	Vice President	Officer	4/1/2009
Haven, Wendimarie	Vice President	Officer	6/1/2017
Johnson, Chris A.	Vice President	Officer	3/14/2012
Kamath, Satish	Vice President	Officer	6/23/2008
Kierod, Michael R.	Vice President	Officer	3/1/2011
Kishel, Jeffery	Vice President	Officer	10/30/2018
Kruger, Dawn M.	Vice President	Officer	3/5/2016
Legeron, Frederic P.	Vice President	Officer	3/7/2015
Lukasik, Daniel	Vice President	Officer	9/21/2017
Magliola, Robert A.	Vice President	Officer	3/4/2017
Mallare, Melchor	Vice President	Officer	7/21/2014
Marcello, Anthony	Vice President	Officer	--
Markt, David	Vice President	Officer	3/2/2020
McCarthy, Robert M.	Vice President	Officer	6/4/2020
McDermott, Bryan	Vice President	Officer	1/4/2021
McIvor, Robert E.	Vice President	Officer	3/1/2011
Monahan, Christopher G.	Vice President	Officer	9/17/2020
Muftic, Ibrahim	Vice President	Officer	3/9/2018
Navalurkar, Rajendra K.	Vice President	Officer	1/30/2017
Newton, Nigel	Vice President	Officer	11/21/2011
Ng, Simon	Vice President	Officer	3/4/2017
Nicaise, Steven G.	Vice President	Officer	3/8/2014
Nicholson, Ronaldo T.	Vice President	Officer	4/28/2014
Nuevo, Mario	Vice President	Officer	3/10/2016
Ogunsola, Ade	Vice President	Officer	3/10/2016
Ostfeld, Eric	Vice President	Officer	2/4/2020
Peterson, Mark W.	Vice President	Officer	3/4/2003
Pfalzgraf, Tina M.	Vice President	Officer	3/7/2015



Pines, Derek	Vice President	Officer	2/16/2019
Poplai, Pratima D.	Vice President	Officer	2/16/2019
Rajpurkar, Amar	Vice President	Officer	9/27/2017
Redman, Eric M.	Vice President	Officer	1/3/2018
Saad, Samuel J.	Vice President	Officer	6/17/2016
Schmidt, Rhett L.	Vice President	Officer	6/26/2014
Seals, Bernard E.	Vice President	Officer	4/1/2007
Shafer, Gregory H.	Vice President	Officer	4/1/2008
Shank, Brett	Vice President	Officer	12/30/2019
Simonton, Christine	Vice President	Officer	9/21/2017
Spothe, Thomas P.	Vice President	Officer	3/20/2005
Strong, John D.	Vice President	Officer	2/27/2017
Tenney, Sean P.	Vice President	Officer	11/20/2018
Travis, Keith A.	Vice President	Officer	3/14/2013
Tyley, Jeffrey L.	Vice President	Officer	10/21/2012
Ungar, Howard B.	Vice President	Officer	4/1/2008
Wade, Joshua S.	Vice President	Officer	2/16/2019
Walsh, Patricia	Vice President	Officer	7/8/2014
Walter, Stephen C.	Vice President	Officer	4/19/1995
Williams, Donna N.	Vice President	Officer	6/28/2017
Kolloway, Michael R.	Secretary	Officer	8/26/2016
Dalvi, Ashay V.	Assistant Secretary	Officer	7/23/2015
Dooley, William	Assistant Secretary	Officer	4/6/2020
Green, Shelley D.	Assistant Secretary	Officer	3/28/2016
Haines, Steven R.	Assistant Secretary	Officer	10/17/2018
Litman, Steven S.	Assistant Secretary	Officer	7/22/2019
Monahan, Christopher G.	Assistant Secretary	Officer	8/13/2018
Pieczonka, Wlodzimierz	Assistant Secretary	Officer	4/19/2019
Reed, Paul	Assistant Secretary	Officer	12/11/2019
Saad, Samuel J.	Assistant Secretary	Officer	5/15/2017
Williams, Carlton E.	Assistant Secretary	Officer	5/8/2010
Zeini, Abdullah	Assistant Secretary	Officer	12/11/2019
Green, Shelley D.	Treasurer	Officer	3/31/2016
Dalvi, Ashay V.	Assistant Treasurer	Officer	7/23/2015
Khawaja, Suad Mousa F.	Commercial Vice President	Commercial Vice President	11/10/2014
Kobrosly, Nabil M.	Commercial Vice President	Commercial Vice President	11/10/2014

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
AMENDMENT NO. 1**

This Amendment No. 1 (Amendment) to the Agreement to Provide Professional Services ("Agreement"), is made by and between Parsons Transportation Group Inc. ("CONSULTANT") and the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("DISTRICT"). DISTRICT and CONSULTANT are sometime hereinafter referred to individually as "Party" or collectively as "Parties." The "Effective Date" is the date of last signature on this Amendment.

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement effective December 4, 2018, through which CONSULTANT would provide the DISTRICT with professional services to support implementation of a project management information system for more efficient project delivery through improved cost forecasting, design management, construction management, and cost and schedule management, and

WHEREAS, the Parties desire to amend the Agreement to provide additional professional services, including system optimization and contract administration, that were not previously anticipated.

NOW THEREFOR, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree to this Amendment to the Agreement as follows:

- A. ADD attached Exhibit A-1 to Exhibit A of the original Agreement.
- B. REPLACE Paragraph 4, Limitation on Costs, on Page 2 of 42 of the Agreement with the following Paragraph No. 4.

4. LIMITATION ON COSTS:

The total costs of Services provided under this Agreement shall not exceed \$5,235,000.

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

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

**PARSONS TRANSPORTATION GROUP INC.**

**LAS VEGAS VALLEY WATER DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A-1**

100 West Walnut Street | Pasadena, CA 91124  
**Direct:** +1 905.917.3379 | www.parsons.com

**January 25, 2021**

Gina Neilson  
Las Vegas Valley Water District  
100 City Parkway, Suite 700  
Las Vegas, NV 89106

Agreement: LVVWD PSA 0079.0 – Project Management Information System (PMIS) Implementation

SUBJECT: Project Scope Change Request 07

Scope Change Request 07 (SCR07) adds additional scope to the Parsons PMIS Agreement to provide extended support with ongoing PMIS implementation efforts at Las Vegas Valley Water District. Services will include activities such as:

- System Change Management support
- Contract Administration support
- Training support
- Data clean up and/or migration
- New dashboard design and prototyping, with handoff to ITAD for production implementation
- New identified enterprise system integrations
- Artificial intelligence services

SCR07 increases the total contract budget by \$635,000 to cover the additional scope. Table 1 below lists the new scope item and cost impact.

**Table 1 Original Scope Items and Requested Scope Changes**

Phase	Original Scope	Revised Scope	Cost Impact
5	N/A	Extended PMIS Support Services	\$635,000

It is expected that Phase 5 will continue through December 31, 2021. Activities in other phases are not impacted by this scope change.

The net change to the budget per task is listed in Table 2 below.



**Table 2 Net Change to the PMIS Implementation Project Budget**

Task	Baseline Budget	SC06 Budget	SC07 +/-	Adjustments	Revised Budget (SC07)
Project Management	\$337,456	\$299,800			\$299,800
Phase 1: Setup/Capital Planning	\$966,766	\$895,640			\$895,640
Phase 2: Cost and Basic Dashboards	\$1,820,569	\$2,476,039			\$2,476,039
Phase 3: Project Delivery & Dashboards	\$533,129	\$346,371			\$346,371
Phase 4: Remaining Project Delivery Oversight	\$188,545	\$429,211			\$429,211
Phase 5: Extended PMIS Support			\$635,000		\$635,000
Budget Contingency	\$351,195	\$1,604			\$1,604
Travel	\$402,340	\$151,335			\$151,335
Total	\$4,600,000	\$4,600,000	\$635,000		\$5,235,000

Please approve the project scope and budget adjustments.

Sincerely,



Mehrshad Azad Project Manager

Approved By: *Gina Neilson*  
and contingent upon Board approval

Name: Gina Neilson

Date: 1/26/21



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

March 2, 2021

**Subject:**

Amended Capital Plan

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve the amended Southern Nevada Water Authority Major Construction and Capital Plan dated November 2020.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

The Southern Nevada Water Authority's (SNWA) Major Construction Capital Plan (MCCP) is SNWA's vehicle for identifying and authorizing a broad range of capital initiatives as varied as water resource acquisition, construction of energy supply facilities and construction, repair and replacement of water facilities. It describes a collection of projects that are actively being pursued and projects that have been deferred in accordance with funding priorities.

Section 15.2 of the SNWA 2019 Amended Facilities and Operations Agreement requires that the adoption of a MCCP must include approval by the governing board of each Southern Nevada Water System Purveyor Member, which are the Cities of North Las Vegas, Henderson, Boulder City and the District. On July 2, 2002, the District's Board of Directors adopted the first SNWA MCCP. Since that time, the SNWA Board of Directors (SNWA Board) has issued, and this Board has approved, ten amendments to the MCCP, most recently in 2015.

In 2019 and early 2020, the SNWA Integrated Resource Planning Advisory Committee (IRPAC) conducted a series of meetings to consider and make recommendations on improvements needed to the existing water system and supplies required to meet future demands. These recommendations have shaped the amended MCCP, and the attached amendment represents a comprehensive update to the MCCP to include new infrastructure, water resources, power projects and conservation initiatives. Several projects, including the Horizon Lateral and Garnet Valley water systems, will provide capacity for new demands while maintaining or improving existing service levels for customers. This proposed amendment also identifies completion of 13 previously approved projects.

On November 19, 2020, the SNWA Board approved the attached amended MCCP. The amended MCCP is now before this Board for approval.

This action is authorized pursuant to Section 5(k) of the SNWA 1995 Amended Cooperative Agreement, Section 2.1 of the SNWA 2019 Amended Facilities and Operations Agreement, and Section 1(5) and 1.1(2) 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:DJR:PJJ:amn

Attachment

AGENDA  
ITEM #

**5**



SOUTHERN NEVADA WATER AUTHORITY®

2020

MAJOR CONSTRUCTION AND CAPITAL PLAN





## **MISSION**

Our mission is to provide world class water service in a sustainable, adaptive and responsible manner to our customers through reliable, cost effective systems.

## **GOALS**

Assure quality water through reliable and highly efficient systems.

Deliver an outstanding customer service experience.

Anticipate and adapt to changing climatic conditions while demonstrating stewardship of our environment.

Develop innovative and sustainable solutions through research and technology.

Ensure organizational efficiency and manage financial resources to provide maximum customer value.

Strengthen and uphold a culture of service, excellence and accountability.

The Southern Nevada Water Authority (SNWA) is a cooperative, not-for-profit agency formed in 1991 to address Southern Nevada's unique water needs on a regional basis.



*Page intentionally left blank*

MAJOR CONSTRUCTION AND CAPITAL PLAN

**TABLE OF CONTENTS**

---

INTRODUCTION ..... 7

CHAPTER 1: SYSTEM EXPANSION..... 9

CHAPTER 2: WATER RESOURCES AND CONSERVATION ..... 13

CHAPTER 3: SYSTEM MAINTENANCE AND UPGRADES..... 15

APPENDICES ..... 19

*Page intentionally left blank*



## MAJOR CONSTRUCTION AND CAPITAL PLAN INTRODUCTION

---

The Southern Nevada Water Authority (SNWA) was formed in 1991 by a cooperative agreement among seven water and wastewater agencies. Collectively, the SNWA member agencies serve more than 2.2 million residents in the cities of Boulder City, Henderson, Las Vegas, North Las Vegas and areas of unincorporated Clark County. As their wholesale water provider, the SNWA is responsible for water treatment and delivery, as well as acquiring and managing long-term water resources for Southern Nevada.

### **SNWA Member Agencies:**

- Big Bend Water District
- City of Boulder City
- City of Henderson
- City of Las Vegas
- City of North Las Vegas
- Clark County Water Reclamation District
- Las Vegas Valley Water District

### **Major Construction and Capital Plan Background**

Efforts to manage Southern Nevada's water resources in a cooperative manner began in the middle of the 20th century when local municipalities, the State of Nevada, and the federal government together began exploring options to deliver Colorado River water to the Las Vegas Valley on an extensive scale. These efforts resulted in a plan for staged financing and construction of the Southern Nevada Water Project. Under the direction of the United States Bureau of Reclamation and the Colorado River Commission of Nevada, the first stage of facilities for pumping, treating and conveying up to 200 million gallons per day (mgd) of Colorado River water from

Lake Mead to the Las Vegas Valley and Boulder City was completed in 1971. An expansion of these facilities to a capacity of 400 mgd was accomplished in 1982. These facilities collectively became known as the Southern Nevada Water System (SNWS).

Ongoing growth in Southern Nevada and increasing demands on the SNWS prompted the SNWA to engage community stakeholders in developing a Capital Improvements Plan (CIP) to expand the SNWS to a regional capacity of 900 mgd. When faced with mission-critical decisions, the SNWA often relies on stakeholder advisory committees to consider community impacts and make recommendations. In 1994, the SNWA established an advisory committee that considered how the water system would need to expand to provide the redundancy and capacity the community required. One of their principal recommendations was for the community's regional water system to achieve a capacity of 900 mgd.

By 1996, all the projects initiated by the Colorado River Commission over the previous three years and all the projects identified through the SNWA's stakeholder planning process had been consolidated into a single CIP. These projects included a second water intake in Lake Mead, a new water treatment facility, and a substantial contingent of water pipeline, pumping, and power supply facilities.

As the progress of the CIP began to approach the goal of a total SNWS capacity of 900 mgd, the SNWA recognized a new capital plan was needed that would provide for accomplishment of capital endeavors which were not directly related to the capacity goal. Such endeavors could include acquiring additional water resources, major system repairs and replacements, water quality enhancements, new

facilities needed for increased reliability, and acquiring energy resources. To identify and authorize these endeavors, in 2002, the SNWA created a new capital plan called the **Major Construction and Capital Plan (MCCP)**.

Since 2002, the MCCP has been updated regularly and modified in size and scope to appropriately meet the changing water needs of the community. In 2010, given that the original purpose of the CIP had been achieved and given the MCCP's greater role as the dynamic document that defines the future major capital initiatives of the SNWA, the few remaining projects of the CIP were integrated into the MCCP and the MCCP became the single capital plan combining all authorized capital projects and initiatives into a unified document. It reports on the costs of all completed projects of the SNWA. It defines all authorized projects and initiatives for new facilities, acquisition of assets such as water and energy resources, and all other capital related activities. It also identifies estimated costs and schedules for all approved projects and initiatives.

The projects outlined within the MCCP are funded by SNWA bond proceeds and revenues generated by SNWA water bill charges, connection charges, State Sales Tax, and Southern Nevada Public Land Management Act funds.

## **INTEGRATED RESOURCE PLANNING ADVISORY COMMITTEE 2020 PROCESS**

As part of its future planning efforts, the SNWA identified a number of projects that had been deferred, facilities needed to meet new demands and projects that if constructed, would capture valuable Colorado River resources for return-flow credits that would otherwise not be returned to Lake Mead.

To ensure community input into the planning process, the SNWA Board convened an advisory committee to consider the projects and resources needed to continue serving customers into the future. Following a comprehensive education, the committee recommended a package of new infrastructure, water resources, power projects and conservation initiatives to support Southern Nevada.

## **2020 MCCP**

The amended 2020 MCCP represents a major update to the document, including its look and organization. The 2020 MCCP includes a wide variety of projects,

acquisitions, and initiatives addressing various objectives. To facilitate clarity and order, projects, acquisitions and initiatives are organized by chapters corresponding to their general purpose or other distinguishing characteristics, and are organized as follows:

**Chapter 1: System Expansion.** These projects are considered new water facilities to meet new anticipated demands within the service area or to facilitate water deliveries in areas where water systems have not yet been constructed. It also includes projects to support the SNWA's efforts to increase its renewable energy resources and maximize the sustainable use of Colorado River supplies.

**Chapter 2: Water Resources and Conservation.** Water resource projects are assets that require capital funding, but may not involve the construction of SNWA facilities. This chapter also includes the Water Smart Landscapes Program – one of the most important conservation investments the SNWA has made over time.

**Chapter 3: System Maintenance and Upgrades.** Projects, acquisitions or initiatives described in this chapter are needed to maintain the existing system or improve system reliability.

The chapters include project descriptions to outline intent and purpose, and the estimated costs to complete each project, which includes – where applicable – administration, design, construction and contingency amounts.

The appendices also include related information, including projected future cash flow and completed projects.

The MCCP is periodically revised in response to future reliability, water quality, system capacity, and water resource needs and in accordance with the SNWS Facilities and Operations Agreement.





## MAJOR CONSTRUCTION AND CAPITAL PLAN - CHAPTER 1

### SYSTEM EXPANSION

---

#### PROJECTS:

- Horizon Lateral
- Garnet Valley Water System
- Garnet Valley Wastewater System
- Large Scale Solar Photovoltaic (PV) Project
- Low Lake Level Pumping Station (L3PS)

#### Overview

The SNWA continues to assess its existing regional water system needs and proposes projects necessary to meet future demands. Recently completed major projects include the Low Lake Level Pumping Station (2020) and Intake No. 3 (2015); however, those were designed and constructed to respond to drought conditions and not necessarily to meet future demands.

With economic development opportunities in Southern Nevada's horizon, the regional water system requires new, additional facilities to provide the capacity for new demands while maintaining or improving existing service levels for customers.

Projects included within the 2020 amendment include a new water transmission lateral at the southern portion of the community. In the northern area of the valley, wastewater conveyance lines are contemplated to ensure Colorado River water deliveries are efficiently used and returned to Lake Mead for use again.

Other projects include a solar project and final efforts on the Low Lake Level Pumping Station.



#### SPOTLIGHT ON: The Horizon Lateral

Approximately 40 percent of the residents and businesses in the southern portion of the Las Vegas Valley are currently served by the South Valley Lateral, which is projected to reach 95 percent capacity by 2034. The single-feed transmission lateral does not have redundant facilities to provide back-up water service to the area, highlighting the need for an additional lateral to ensure future reliability and system capacity.

To ensure system redundancy and reliability in the south part of the valley, and to support Southern Nevada's economic development, the SNWA is considering the Horizon Lateral, which will increase the transmission system capacity from the current 306 million gallons per day (MGD). A feasibility study is being prepared for the Horizon Lateral infrastructure and alignment that will define the recommended capacity, pipeline sizes, reservoir location, pumping station size and location, purveyor turnout locations, and pipeline alignments.

The Horizon Lateral project is expected to include:

- Approximately 24 miles of pipeline ranging between 72 and 120 inches in diameter
- Approximately 7 miles of tunneling
- 2 Pump Stations
- 40 Million Gallon Reservoir(s)
- Rate-of-Flow Control Stations

## Horizon Lateral

The Horizon Lateral represents the largest project proposed within this MCCP amendment in terms of both cost, timeline and magnitude. When completed, the new lateral will offer redundancy for a large portion of SNWA customers and the capacity to meet new demands in the southern portion of the water system. For more details about the Horizon Lateral project, refer to the sidebar on the previous page.

## Garnet Valley Water System

The APEX Industrial Park is one of Southern Nevada's largest industrial parks located in Garnet Valley in North Las Vegas. The 16-parcel industrial park includes more than 11,000 acres and is attracting technology- and manufacturing-based businesses.

When completed, the Garnet Valley Water System will support the water needs of the Apex Industrial Park. The Garnet Valley Water System will consist of facilities to support supplying 20 million gallons per day (MGD) at full build-out and includes:

- 18 miles of pipeline, 16 inches to 36 inches in diameter
- 1 reservoir (4 million gallons)
- 3 pumping stations with a capacity of 5 MGD
- 2 forebays
- 2 Rate-of-Flow Control Stations (20 MGD total)

## Garnet Valley Wastewater System

Southern Nevada maximizes its water resources by treating and recycling 99 percent of the water used indoors in its service area. Treating wastewater and returning it to Lake Mead extends the availability of our water resources through return-flow credits.

Construction of the Garnet Valley Wastewater System will help ensure the sustainable development of resources and reduce water demand impacts to the Colorado River. The wastewater project will support the agency's efforts to maximize our water resources by developing the infrastructure required to capture indoor wastewater from the Garnet Valley area and transport it to existing treatment facilities in accordance with SNWA's out-of-valley water use policy. The project consists of:

- 5 wastewater lift stations
- 43 miles of wastewater pipeline from 8 inches to 48 inches in diameter
- 8 miles of force main pipe from 14 inches to 30 inches in diameter

## Large Scale Solar Photovoltaic (PV) Project

A considerable amount of energy is required to pump water uphill from Lake Mead into the Las Vegas Valley, where SNWA member agencies then distribute it to homes and businesses. SNWA is one of the largest energy users in Southern Nevada, and power is a significant portion of the cost of treating and delivering water.

The Large Scale Solar Photovoltaic (PV) Project ensures a clean, cost-effective renewable energy source for the next 25 years and is essential for meeting the Nevada Renewable Portfolio Standard of 50 percent by 2030. Currently, renewable energy is approximately 21 percent of SNWA's existing power portfolio, and this project will ensure SNWA meets the state-mandated standards by securing 88 megawatts (MW) of solar energy for SNWA and 30 MW for several of its purveyor members.

As part of this project, SNWA will enter into a 25-year, fixed-rate Power Purchase Agreement (PPA) with ibV Energy Partners, which will build, operate and maintain the large-scale solar PV facility. The PPA allows SNWA to purchase power below current market cost, saving money when the facility opens in 2023 and throughout the span of the agreement. In addition to the PPA, the project consists of a 10-mile expansion to SNWA's existing power transmission system, a double-circuit 230 kV power line, 230 kV Switchyard and other infrastructure to support energy transmission.

## Low Lake Level Pumping Station (L3PS)

The Low Lake Level Pumping Station ensures Southern Nevada maintains access to its primary water supplies in Lake Mead even if water levels decline due to drought.

Development of the pumping station located in the Lake Mead National Recreation Area involves construction of a 26-foot diameter access shaft more than 500 feet deep and the excavation of a 12,500-square-foot underground forebay. The forebay connects with 34 vertical shafts—each 500 feet deep and 6 feet in diameter—to accommodate the station's submersible pumping units.

During construction, SNWA closed off an access trail to the lake to secure a large area in which to stage the construction, which began in mid-2015 and was completed in April 2020.

This capital will fund final project close-out activities that include contractor retention fees, restoring 10 miles of Lakeshore Road, re-establishing public access to the trail that has been inaccessible during

construction, removing a construction access road, and restoring the entire staging area to its pre-construction state.

## SYSTEM EXPANSION PROJECTS

TITLE (Projected Completion Year)	ESTIMATED COST TO COMPLETE (Estimates in 2019 million dollars)
Horizon Lateral (2032)	\$ 1,596.7
Garnet Valley Water System (2028)	129.8
Garnet Valley Wastewater System (2027)	120.0
Solar PV Project (2022)	20.8
Low Lake Level Pumping Station (2021)	16.4
<b>TOTAL SYSTEM EXPANSION PROJECTS</b>	<b>\$1,883.7</b>

*Totals are rounded*



*Page intentionally left blank*



## MAJOR CONSTRUCTION AND CAPITAL PLAN - CHAPTER 2

# WATER RESOURCES

---

### PROJECTS:

- Future Water Resources
- Water Smart Landscape Rebate
- Water Resource Contingency
- Virgin and Muddy River Water Resource Acquisition
- Minute 323
- Interim Colorado River Supplies – Water Banking

### Overview

Water resources represent a significant and important asset for SNWA and require capital funding to acquire and maintain. While this chapter provides a brief description of resources funded within this MCCP, the SNWA Water Resource Plan provides a comprehensive overview of all SNWA water resources and how they're managed and utilized to meet demands over a 50-year planning horizon.

The estimated total spend for water resource projects over a 10-year planning horizon is \$1,068.6 million.

### Future Water Resources

SNWA is working to further diversify its water resource portfolio and has identified potential resource options, including investments in water recycling and/or desalination projects developed in partnership with other Colorado River Basin states. In these projects, SNWA would fund part of the construction of the facilities, or lease/purchase water produced by the facilities, in exchange for a portion of that partnering state's Colorado River allocation. Projects under consideration include the Metropolitan Water District of Southern California

(MET) Recycled Water Purification Center and the Yuma Desalting Plant in Arizona.

MET, in collaboration with the Los Angeles County sanitation districts, is proposing an advanced water treatment plant to treat wastewater and inject it into groundwater aquifers for future use. The project would create approximately 112,000 acre-feet of water per year. SNWA would partner with MET to help fund a portion of the project in exchange for MET using less of its Colorado River allocation, which SNWA would then utilize and access via Lake Mead.

SNWA also is considering supporting the retrofit of the Yuma Desalting Plant. Built in 1992 to treat agricultural runoff, the plant has operated only three times due to damage caused by a flood and lack of funding. SNWA may have the opportunity to participate in the plant's repair and long-term operation, which could yield up to 30,000 acre-feet of water per year.

Unlike typical construction projects, these water resource acquisitions require negotiations with willing partners. At the time of this plan's development, these were likely options, but neither have finalized opportunities for partnerships. Including these options within the MCCP and establishing a funding threshold approval ensures the SNWA is prepared to take action on valuable water resources when the opportunities arise.

### Water Smart Landscape Rebate

The Water Smart Landscape (WSL) rebate offers financial incentives to residential and commercial customers in the SNWA service area who replace water-thirsty grass with water-efficient landscaping. Since the majority of Southern Nevada's water is used outdoors on landscaping, the WSL program targets the largest consumptive use of water as a top priority.

This capital funding is capable of providing rebates for approximately 5 million square feet of non-functional turfgrass each year. To sustain results, participants in the program must grant a conservation easement that promises the project will be sustained in perpetuity. This capital funding supports the program funding and the easements associated with the property at which the grass is removed.

### Water Resource Contingency

SNWA has successfully partnered with the other Colorado River Basin states and the country of Mexico to flexibly manage Colorado River resources, which have been threatened by drought for two decades. The water resource contingency capital will provide SNWA the funding required to react to changing conditions on the Colorado River and act on developing additional water supplies when opportunities become available.

### Virgin and Muddy River Water Resource Acquisition

These costs represent the acquisition of water shares in irrigation companies on the Muddy and Virgin rivers.

### Minute 323

The United States and Mexico finalized Minute 323 to the 1944 U.S./Mexico Water Treaty in September 2017. Minute 323 helps maintain Lake Mead water levels, delay potential shortages and create additional certainty for all water users, particularly during shortages. This capital funding supports SNWA efforts to invest in conservation and infrastructure projects in Mexico in exchange for Bi-National Intentionally Created Surplus credits.

### Interim Colorado River Supplies – Water Banking

This project includes funding for temporary water supplies: Colorado River system conservation projects, interstate water banking, and SNWA activities with Colorado River basin states that alleviate impacts of the ongoing drought, and more specifically, recovery activities associated with banked resources. Colorado River system conservation and drought-related activities develop water resources to bolster Lake Mead water elevation and protect short-term water supplies, water quality, and operation of SNWA intakes.

## WATER RESOURCES

TITLE	ESTIMATED COST TO COMPLETE
	(Estimates in 2019 million dollars)
Future Colorado River Resource Acquisitions	\$ 587.7
Water Smart Landscape Program Rebates	152.3
Water Resource Contingency	188.3
Virgin and Muddy River Resource Acquisitions	98.4
Minute 323	36.4
Interim Colorado River Supplies – Water Banking	5.5
<b>TOTAL WATER RESOURCES COSTS</b>	<b>1,068.6</b>

*Totals are rounded*



## MAJOR CONSTRUCTION AND CAPITAL PLAN - CHAPTER 3

# SYSTEM MAINTENANCE AND UPGRADES

---

### PROJECTS:

- Stage II Reliability Upgrades
- Stage II Multi-site Medium Voltage Electrical Equipment Upgrades
- Ozone Equipment Upgrade
- AMSWTF Filter Improvements
- In-Valley Maintenance Shop
- Enterprise Asset Management Software Replacement
- RMWTF Microbiology Research Lab Expansion
- Water Quality Testing Equipment
- System-wide Valve Actuator Upgrades
- SCADA System Replacement
- Joint SCADA Site

### Overview

Maintaining a world class water system requires ongoing repair, upgrade and investment. The projects outlined within this chapter represent those efforts to support existing infrastructure in a way that significantly upgrades the facilities:

### Stage II Reliability Upgrades

These improvement projects are associated primarily with SNWA water conveyance infrastructure along the Pittman Lateral which serves the central Las Vegas Valley. The upgrades will improve reliability for customers in older, more established areas of Southern Nevada.

The Stage II Reliability Upgrades consist of modifications to the Hacienda Pumping Station,

rehabilitation of portions of the Pittman Lateral, and localized improvements that would enhance the reliability of delivery along this central corridor, including upgrades to the Gowan, Simmons, Lamb and Sloan pumping stations.

The Hacienda Pumping Station has a conveyance capacity of 180 million gallons per day (MGD) and serves a critical, central area of the Las Vegas Valley. To ensure future reliability, protect against facility aging, provide redundancy in the water delivery system and prevent water loss, additional capital investments are necessary.

This project also includes construction of a new 80 MGD pumping station at the Las Vegas Valley Water District's (LVVWD) Campbell Reservoir site and approximately 1.75 miles of 66-inch diameter discharge pipeline from the new pumping station to the existing Hacienda Pumping Station discharge pipeline. This will facilitate rehabilitation work at the Hacienda Pumping Station.

Additional upgrades to facilities at Sloan, Lamb, Gowan and Simmons pumping stations will be needed to support this project. These upgrades will provide additional back-feed capacity of up to 50 MGD. This capital project includes:

- 1.75 miles of 66-inch diameter pipeline from Campbell to Hacienda Pumping Station
- 4 new pumps to existing pump barrels at Sloan Pumping Station with electrical upgrades
- 4 new pumps to existing pump barrels at Lamb Pumping Station with electrical upgrades
- 30-inch pipeline and two 16-inch pressure reducing valves with electrical upgrades at Gowan Pumping Station
- 60-inch pipeline and 60-inch bypass valve at Simmons Pumping Station



## **Stage II: Multi-site Medium Voltage Electrical Equipment Upgrades**

Pumping station switchgear that incorporates fuse clip technology has experienced failures, creating water delivery challenges and potential safety concerns for staff. The switchgear — used to control, protect and isolate large pumps — will be replaced at five pumping station sites.

### **Ozone Equipment Upgrade**

In 2002 and 2003, the SNWA implemented Ozone as a primary disinfectant at the Alfred Merritt Smith Water Treatment Facility (AMSWTF) and at the River Mountains Water Treatment Facility (RMWTF).

The systems have been operating continuously for the past 17 years. As the systems age, the potential for equipment failure increases and replacement parts become difficult to acquire. In order to maintain water quality levels, SNWA will fund an analysis of the existing system and, based on the analysis, upgrade or replace the ozone equipment at both treatment plants.

### **AMSWTF Filter Improvements**

The water treatment filters at the AMSWTF have provided reliable service to SNWA's water treatment process since the facility first opened in the 1970s. Due to age and increasing turbidity in the raw water supply due to a drop in Lake Mead's water levels, these filters and related media used to remove sediment and impurities from the water need to be upgraded and deepened. This project consists of demolishing the old filter blocks, raising the height of filter center channel walls, installing new filter blocks, and replacing 135 valves in 15 filters.

### **In-Valley Maintenance Shop**

This project included the design and construction of a maintenance building to support SNWA's water system maintenance activities, including staff, materials and related equipment. The In-Valley Maintenance Shop will provide a centralized location for SNWA to store and use specialized tools and conduct water system repair and maintenance projects. The new facility will improve work efficiencies and reduce travel time required to transport equipment and materials to various sites and locations around the valley.

## **Enterprise Asset Management Software Replacement**

Proactively maintaining, protecting and updating the infrastructure required to meet Southern Nevada's water demands requires a software management system that can track preventative maintenance required at water treatment and transmission facilities and the associated assets such as pipelines, valves, motors, electrical switchgear and pumps. This project consists of replacing outdated, inefficient technology with a software package that allows staff to more effectively manage the agency's many facilities and assets. In addition to maintaining an inventory of these assets and maintenance schedule, the system will also help manage the workflow and costs associated with SNWA's maintenance activities.

### **RMWTF Microbiology Research Lab Expansion**

The SNWA Water Quality Research & Development (R&D) Team conducts cutting-edge water quality research on contaminants of emerging concern and advanced treatment technologies. Since its inception in 2000, the R&D team has helped develop patented technology and has procured \$10 million of external research funds to study emerging water quality issues.

To date, the R&D Team has primarily focused its research on chemical contaminants such as bromate and pharmaceuticals. Emerging water quality issues that include Legionella, antimicrobial resistance and algal toxins create new challenges for the water industry, and the Microbiology Research Laboratory will allow SNWA to establish itself as an R&D leader in microbiology.

This project will facilitate building a 5,500 square-foot, state-of-the-art microbiology research facility. The new building will be located adjacent to the existing R&D laboratories at the RMWTF and include the facilities and equipment necessary to conduct leading-edge microbiology research using a combination of culture methods, molecular methods and microscopy.

### **Water Quality Testing Equipment**

Annually, SNWA's water quality scientists collect nearly 55,000 water samples and conduct nearly 300,000 analyses of those samples. Testing for more than 160 regulated and unregulated contaminants,

SNWA experts monitor water quality in real time, 24 hours a day, 365 days a year. These intensive testing process allow staff to detect contaminants at concentrations of parts per billion, and as technology improves, efficiently identifying contaminants in even smaller concentrations.

The SNWA Water Quality Compliance Laboratory and the Water Quality Research Laboratory provide the infrastructure necessary to meet federal Safe Drinking Water Act standards and support the agency's efforts to provide a clean, safe water supply. Both laboratories contain specialized, sensitive water quality testing equipment. This capital project will provide the funding necessary to replace that equipment as it becomes outdated or needs to be replaced with newer technology.

### System-wide Valve Actuator Upgrades

As the SNWA water system matures, proactively replacing aging infrastructure is essential to the reliable, cost-efficient operation of the water transmission and distribution systems. Several large valves in the SNWA water system are 50 years old or more, reaching the end of the service lifecycle. Maintaining service reliability, SNWA will update the valve actuators and continue its proactive valve maintenance programs.

### SCADA System Replacement

SNWA's water system operators use Supervisory Control and Data Acquisition system (SCADA) to monitor and control the water treatment and distribution system to ensure the safe and reliable delivery of water. This project will replace an existing SCADA with a new SCADA system that simplifies system maintenance and implements new features to help operate the water treatment and distribution system more efficiently. The Las Vegas Valley Water District and Big Bend Water District also are implementing the new SCADA system, creating operating synergies between SNWA and the two water purveyors.

### Joint SCADA Site

SNWA is evaluating the current SCADA operations to determine the feasibility of consolidating current SCADA control rooms and the operations staff from multiple locations to a single site. This capital would provide for modifying an existing space or constructing a new space for the colocation of SNWA and Las Vegas Valley Water District SCADA teams in one centralized SCADA control site.

## SYSTEM MAINTENANCE AND UPGRADE PROJECTS

TITLE (Projected Completion Year)	ESTIMATED COST TO COMPLETE (Estimates in 2019 million dollars)
Stage II Reliability Upgrades (2024)	\$ 61.0
Stage II Multi-site Medium Voltage Electrical Equipment Upgrades (2024)	10.5
Ozone Equipment Upgrade (2025)	38.5
AMSWTF Filter Improvements (2022)	20.7
In-Valley Maintenance Shop (2024)	20.0
Enterprise Asset Management Software Replacement (2027)	15.5
RMWTF Microbiology Research Lab Expansion (2024)	16.0
Water Quality Testing Equipment (2029)	11.8
System-wide Valve Actuator Upgrades (2023)	6.6
SCADA System Replacement (2023)	5.0
Joint SCADA Site (2026)	7.7
<b>TOTAL SYSTEM MAINTENANCE &amp; UPGRADES</b>	<b>\$213.3</b>

Totals are rounded

## MCCP TOTAL COSTS

PROJECT TITLE	ESTIMATED COST TO COMPLETE
	<i>Estimate in 2019 million dollars</i>
Horizon Lateral	\$ 1,596.7
Garnet Valley Water System	129.8
Garnet Valley Wastewater System	120.0
Solar PV Project	20.8
Low Lake Level Pumping Station	16.4
Water Smart Landscape Program Rebates	152.3
Future Colorado River resource acquisitions	587.7
Water Resource Contingency	188.3
Virgin and Muddy River Resource Acquisitions	98.4
Minute 323	36.4
Interim Colorado River Supplies – Water Banking	5.5
Stage II Reliability Upgrades	61.0
Stage II Multi-site Medium Voltage Electrical Equipment Upgrades	10.5
Ozone Equipment Upgrade	38.5
AMSWTF Filter Improvements	20.7
In-Valley Maintenance Shop	20.0
Enterprise Asset Management Software Replacement	15.5
RMWTF Microbiology Research Lab Expansion	16.0
Water Quality Testing Equipment	11.8
System-wide Valve Actuator Upgrades	6.6
SCADA System Replacement	5.0
Joint SCADA Site	7.7
<b>TOTAL MCCP</b>	<b>\$3,165.6</b>

*Totals are rounded*



## MAJOR CONSTRUCTION AND CAPITAL PLAN **APPENDICES**

---

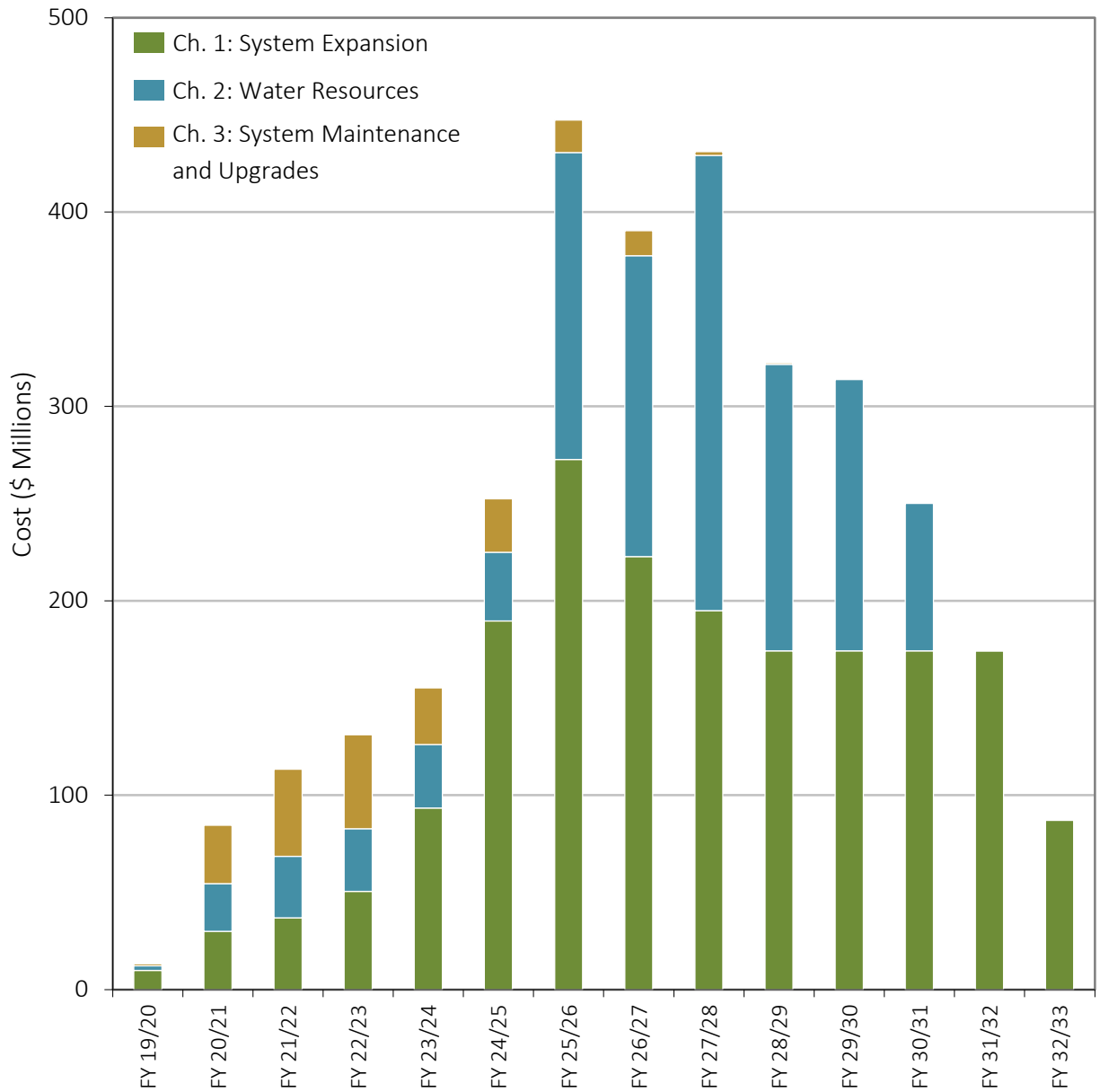
**Appendix A – Cash Flow**

**Appendix B – Completed Projects**



## APPENDIX A: Cash Flow

### MCCP Projected Cash Flow



## APPENDIX B: Completed Projects

Project Number	Project Title	Completion Year	Actual Cost (\$ Millions)
.	Planning/Environmental for 1995 CIP Administrative		41.2
.	Operational Decision Support System	1997	1.3
B01	Batch Plant at AMSWTF	1997	1.8
C11	Communications	1997	1.3
D01	Scrubber Prepurchase at AMSWTF	1997	0.0
D11	Disinfection Facilities Upgrades at AMSWTF	1997	4.1
F11	Filter Additions at AMSWTF	1997	11.1
H01	Hacienda Pumps Prepurchase	1997	0.0
L11	Low Lift Pump Station	1997	0.0
M11	Gibson Lateral (48" - 2.0 miles)	1997	5.4
P11	Plant Improvements at AMSWTF	1997	9.2
P12	Plant Mass Excavation at AMSWTF	1997	0.6
R11	River Mountains Tank (46 MG)	1997	15.9
R12	River Mountains Tank Mass Excavation	1997	1.9
S11	Simmons Pumping Station (71 mgd)	1997	9.0
T01	Valve Prepurchase	1997	1.0
T11	River Mountains Tunnel (144" - 4.0 miles)	1997	20.5
T12	River Mountains Tunnel Portal Connection	1997	13.7
T13	River Mountains Regulating Tank Mass Excavation	1997	1.4
W11A	West Valley Lateral (60" - 3.3 miles) - Section A	1997	17.4
W11B	West Valley Lateral (60" - 2.9 miles) - Section B	1997	15.4
10010C	Substation Mass Excavation	1997	6.9
08010K	East C-1 Detention Basin	1999	7.7
08010L	Chemical Containment System at AMSWTF	1999	1.8
10010Z	CRC Power Development (Phase I)	1999	46.2
11010A	River Mountains Lateral (72" - 3.8 miles)	1999	9.6
11010B	South Valley Lateral - Major Crossings	1999	6.1
11010C	South Valley Lateral (108" - 9.8 miles)	1999	24.6
11010D	Foothills 2210 Pumping Station (140 mgd)	1999	20.1
11010E	River Mountains 2530 Pumping Station (140 mgd)	1999	24.6
11010G	Horizon Ridge 2375 Reservoir (10 MG), South Valley Lateral Regulating Reservoir (4 MG)	1999	13.5
11010H	South Valley Lateral (90" - 5.0 miles, 54" - 0.2 miles)	1999	14.6
11010I	South Valley Lateral - MacDonald Ranch (108" - 1.1 miles)	1999	5.8
11010J	South Valley Lateral Communications	1999	2.9
11010K	South Valley Lateral (84" - 6.8 miles)	1999	20.9
11010L	Burkholder 2210 Regulating Reservoir (25 MG)	1999	14.9
11010M	Rate-of-Flow Control Station	1999	8.0

11010P	Pipe Prepurchase (108")	1999	27.0
11010Q	Pipe Prepurchase - 11010H Phase I (90")	1999	1.8
11010R	So. Valley Lateral Regul Resv Inlet/Outlet Pipeline (90" - 0.6 miles, 54" - 0.2 miles)	1999	2.6
11010S	South Valley Lateral - MacDonald Ranch Extension (108" - 0.4 miles)	1999	2.0
11010T	South Valley Lateral Controls	1999	1.0
11010W	South Valley Lateral - Disinfection (Complete)	1999	0.5
11010X	Black Mountain Rate-of-Flow Control Station (25 MG)	1999	3.0
11010Z	R-8 Lateral (24" - 0.8 miles)	1999	1.0
12010A	SNWS Phase II Mass Excavation	1999	2.4
12010B	SNWS Phase II System "C" (225 mgd) (27 MG)	1999	75.5
08010C	Ozone Addition to Alfred Merritt Smith Water Treatment Facility (Pre-design)	2000	0.6
08010D	Site Preparation for Ozone Addition to AMSWTF	2000	4.2
090A	Water Resource (Coyote Spring Valley)	2000	31.6
10010M	Nevada Power Company Connections to Sloan PS and Lamb PS	2000	1.4
13010A	East Valley Lateral - Hollywood/DI to Sloan PS (78" - 2.7 miles)	2000	22.4
13010B	East Valley Lateral - Sloan Pumping Station to Las Vegas Bldg. (78" - 5.7 miles)	2000	22.8
13010C	East Valley Lateral - Las Vegas Blvd. To Lamb PS (78" - 4.5 miles)	2000	22.7
13010D	Sloan 2160 Pumping Station (20 mgd)/Structure (175 mgd)	2000	32.2
13010E	Lamb 2350 Pumping Station (20 mgd)/Structure (175 mgd)	2000	26.4
13010F	Grand Teton 2330 Reservoir (10 MG)	2000	12.5
13010I	Disinfection Facilities: Carlton Square/Twin Lakes	2000	3.3
13010J	East Valley Lateral Communications	2000	2.4
13010T	East Valley Lateral Controls	2000	0.5
13010W	East Valley Lateral Disinfection	2000	0.3
10020A	CRC Power Development Project (Phase II)	2001	11.8
10020B	CRC Power Development Project (Phase III)	2001	14.3
07010A	Lake Mead Intake No. 2 (100 mgd)	2002	104.7
07010B	Raw Water Pumping System (108" - 2.0 miles 100 mgd)	2002	143.3
07010C	River Mountain Aqueduct (108" - 3.2 miles)	2002	18.1
07010E	Basic Water Company Pipeline Relocation	2002	0.6
08010A	RMWTF direct Filtration (150 mgd); Ozone at RMWTF (150 mgd); Clearwell Exp. 25 MG/50 MG total)	2002	266.8
08010H	AMSWTF Modulating Weirs	2002	0.4
08010J	Intake System and RMWTF Communications	2002	2.6
08010M	Magic Way RMWTF Entrance Improvements	2002	3.6
08010N	RMWTF Temporary Fluoridation	2002	1.3
10510A	NPC - Leased Fiber Optic systems - Phase I	2002	0.7
13510A	Boulder City Water Delivery Improvements (30" - 7.0 miles, 10 mgd)	2002	24.3
14010A	NVL - Washburn Rd to Decatur 2350 Res. (24" to 72" - 6.0 miles)	2002	12.0
14010B	Carlton Sq. Lateral, Cole Ave to Washburn Rd (42" - 3.9 miles)	2002	10.6
14010C	Gowan 2350 Pumping Station (24 mgd)	2002	8.7
14010D	Decatur 2350 Reservoir (20 MG)	2002	12.7

14010E	Deer Springs Rate-of-Flow Control Station (80 mgd)	2002	4.3
14010G	College Rate-of-Flow Control Station (25 mgd)	2002	3.8
14010J	North Valley Lateral - Communications	2002	2.2
14010T	North Valley Lateral - Controls	2002	0.5
07010D	Low Lift Pumping Station Improvements (Phase I)	2003	3.7
07210B	Low Lift Pumping Station Improvements (Phase II)	2003	3.0
08010B	Prepurchase Oxygen/Ozone Equipment (AMSWTF & RMWTF)	2003	19.5
08010ER	Ozone Addition to AMSWTF (600 mgd)	2003	96.0
08010T	Intake System and RMWTF Controls	2003	4.3
08010W	AMSWTF Ozone Controls	2003	0.6
100D	SNWS Power System Upgrades - Equipment Prepurchase	2003	6.4
100E	SNWS Power System Upgrades - Equipment Installation	2003	16.9
100F	CRC Power System Upgrades	2003	5.0
100G	SNWS Power System Upgrades - Material Prepurchase	2003	1.0
100T	SNWS Power System Upgrades - Remote Terminal Units	2003	0.5
10510B	NPC - Leased Fiber Optic Systems - Phase II	2003	1.7
14010F	Foothills Pumping Station Turbine Project	2003	2.8
17010C	North Valley Lateral - Grand Teton Drive to Beltway (60" - 2.4 miles)	2003	9.8
17010G	North Valley Lateral - Beltway Crossing (60" - 0.4 miles)	2003	3.0
17010H	North Valley Lateral - Decatur 2538/2430 PS to Grand Teton Drive (60" - 2.5 miles)	2003	6.6
360B	Equity Purchase of Electric Power Generation Facilities	2003	55.3
08010V	Ozone Training and Start-up Services	2004	1.0
10010P	NPC Connection to Decatur 2538 PS	2004	0.0
10010Q	CRC River Mountains Pumping Station Expansion Power Supply	2004	1.9
16010A	River Mountains Pumping Station B (175 mgd/315 mgd total), and Clearwell Expansion C (25 MG/75 MG total)	2004	44.0
17010B	North Valley Lateral - Grand Teton 2330 Res. To Valley Drive (72" - 7.0 miles)	2004	22.4
17010D	Sloan 2160 (91 mgd/111 mgd total) and Lamb 2350 (91 mgd/111 mgd total) Pumping Station Expansion	2004	15.1
17010F	Decatur 2538/2430 PS (54 mgd-2538, 27 mgd-2430/Structure 105 mgd)	2004	31.1
17010J	East Valley Lateral and North Valley Lateral Communications Improvements	2004	0.4
17010K	Valley Drive Isolation Valve	2004	0.6
320C	Disinfection By-Products Control Strategy	2004	0.2
320D	AMSWTF Filter Media and Underdrain Improvements Study	2004	0.2
320G	Lake Mead Intake No. 1 Modifications	2004	7.4
320H	Pumping Plant 6 Rechlorination Station	2004	0.0
360A	Equity Purchase of Electric Power Generation Facilities - Silverhawk Project	2004	120.0
08210B	RMWTF Prepurchase Ozone Equipment (150 mgd/300 mgd total)	2005	6.7
13010K	East Valley Lateral Interconnections	2005	6.5
17010A	East Valley Lateral - River Mtns. Res. To Desert Inn Rd. (78" - 8.2 miles)	2005	49.8
19010A	Horizon Ridge 2375 Reservoir Expansion (10 MG/20 MG total)	2005	11.9

340F	Transmission Pipeline Cathodic Protection System Repairs	2005	1.1
360E	Feasibility Study of Intermountain Project Unit 3	2005	0.5
370F	AMSWTF Utility Building Chiller Replacement	2005	0.0
07210C	Intake No. 2 to AMSWTF By-pass Pipeline	2006	17.7
08210A	RMWTF Expansion (150 mgd/300 mgd total)	2006	76.8
370H	Flame Detection Equipment for High Pressure Hydraulic System	2006	0.2
07210A	Raw Water Pumping System Expansion (200 mgd RMWTF + 160 mgd AMSWTF 460 mgd total)	2007	68.0
08010F	AMSWTF Process Improvements	2007	71.4
090S	Virgin and Muddy Rivers Surface Water Development	2007	8.8
15010A	River Mountains 2530 Pumping Station Expansion - Equestrian Addition (7 mgd/14 mgd total)	2007	0.9
17010L	In-Valley Isolation Valves	2007	4.4
300G	RMWTF Operators Video Display Upgrade	2007	0.2
340G	Transmission Pipelines Discharge Modifications Study	2007	0.4
370D	Fiber-Optic Network Improvements	2007	1.3
370G	AMSWTF Computer Room HVAC Replacement	2007	0.0
300B	Radio Communication System Upgrades	2008	0.6
300C	Overhead Crane Upgrades	2008	0.2
300I	AMSWTF Asbestos Removal	2008	0.0
310C	IPS-1 Pump and Motor Replacements	2008	28.7
320A	RMWTF Water Quality Laboratory and Pilot Plant	2008	42.1
320E	AMSWTF Cathodic Corrosion Protection System Repairs and Upgrades	2008	1.5
320L	AMSWTF Electrical Disconnect Switch Replacements	2008	0.2
320M	Spare Filter Backwash Control Valve	2008	0.1
320R	Water Quality Sampling and Testing Equipment	2008	1.0
340K	Reservoir Vent Modifications	2008	0.4
340M	Air Vacuum and Relief Valve Piping Adjustments	2008	0.1
360D	Energy Supplier Conversion	2008	0.1
360F	Rate of Flow Control Energy Recovery	2008	8.1
360G	Intermountain Power Project Unit 3 - Predevelopment	2008	0.6
360I	Hacienda Pumping Station Electrical Substation Upgrades	2008	1.8
360J	AMSWTF & RMWTF Solar Photovoltaic Electric	2008	0.1
370J	SNWA Office Tenant Improvements	2008	42.5
370K	AMSWTF Warehouse Storage System Improvements	2008	0.0
370P	Purchase SNWA Office Space	2008	36.5
07011B	Raw Water Pumping System - Warranty	2009	1.7
07012B	Flowserve Pump Replacement at BPS-1A & BPS2	2009	1.5
19010B	Duck Creek Isolation Valve	2009	4.2
19010C	Magic Rate-of-Flow Controls (15 MGD)	2009	5.9
300D	Roofing Replacements	2009	0.9
300J	Warm Springs Rate-of-Flow Control Station Offsite Improvements	2009	0.0
310D	Emergency Bypass Rate-of-flow Control Station Valve Replacements	2009	2.6
310E	North I-15 Treatment and Transmission Facilities Planning - Phase I	2009	0.9

320J	Disinfection By-Products Studies	2009	0.3
320K	Surface Water Treatment Pilot Studies	2009	1.9
340H	Pumping Plant No. 7 Upgrades	2009	0.6
340I	South Valley Facilities Expansion - Phase I	2009	13.4
340L	Hemenway Rate-of-Flow Control Improvements	2009	0.5
340O	Pumping Station 6 Forebay Relining	2009	0.1
340P	Charleston Heights Lateral Repair and Valve Installation	2009	1.9
360K	High Concentrating Solar Photovoltaic Demonstration and Research	2009	2.3
360N	Solar Photovoltaic Panels at AMSWTF Filters & Flocculation Basins	2009	0.1
370C	RMWTF Fleet Maintenance & Electrical Maintenance Facility	2009	4.0
370E	AMSWTF Mechanic Maintenance Shop Addition	2009	13.0
370L	SCADA Communications Upgrades	2009	0.4
370N	AMSWTF Standby Generator Replacement	2009	0.3
070F05	Lake Mead Intake No. 2 Connection and Modifications	2010	40.4
320S	Quagga Mussel Evaluation and Control Facilities	2010	0.4
340A	Coyote Spring Valley Well and Moapa Transmission System	2010	52.6
370B	Security System Upgrades	2010	2.0
310F	IPS-2 Test Pump Procurement and Installation	2011	40.3
370O	AMSWTF Utility Building Air Handler Replacement	2011	0.3
370S	Mold Abatement at River Mountains Water Treatment Facility	2011	0.3
320N	AMS Clearwell Slide Gates	2012	0.3
070F02C1	Intake No. 3 Pumping Station	2014	21.9
070F02C2	Intake No. 3 - Connector Tunnel	2014	96.9
320F	AMSWTF Filtration System Valve Repairs	2014	0.1
340R	Transmission Pipelines Cathodic Corrosion Protections System Repairs - Phase 2	2014	7.7
360M	Renewable Energy Project Development	2015	3.4
070F01	Lake Mead Intake No. 3 Shafts and Tunnel	2017	532.3
070F06	Lake Mead Intake No. 3 Chemical Feed System	2017	2.6
320B	Remodel Former AMSWTF Laboratory Spaces	2017	0.7
320P	AMSWTF Chlorine Building I Rehabilitation	2017	0.1
340C	Hitachi Motor Retrofit	2017	9.4
341A	Pumping Station 6 Forebay Relining - Phase 2	2017	1.0
360C	Electric Power Transmission Facilities	2017	0.3
340X	Simmons Rate-of-Flow Control Station Pipeline Repairs and Hacienda ROFC Repair	2018	0.1
070F04	Discharge Pipeline	2018	38.2
13010H	Disinfection Facilities - Horizon/Parkway/Bermuda	2018	0.3
300E	Control System Improvements	2018	30.2
340T	Sloan Pumping Station Foundation Repairs (MEPS 6860	2018	0.2
360H	Pumping Station Electrical Transformer Repairs	2018	2.7
	<b>Completed Projects</b>	<b>TOTAL</b>	<b>3,260.6</b>



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

March 2, 2021

**Subject:**

Amended and Restated Agreement

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amended and restated agreement between Atkins North America, Inc., and the District to revise the scope of professional services for the Backflow Right-of-Way and Survey Support Project for an increased amount of \$13,612,500, resulting in a total amount not to exceed \$28,612,500.

**Fiscal Impact:**

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

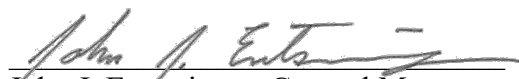
**Background:**

The Backflow Retrofit Program, adopted in the District's current 10-Year Capital Plan, provides resources to comply with the installation of backflow prevention devices as required by the Nevada Revised Statutes (NRS). On October 2, 2018, the Board of Directors approved an agreement with Atkins North America, Inc. (Atkins), to provide professional services for Contract No. G0999, Backflow Right-of-Way and Survey Support Project. On September 3, 2019, the Board approved Amendment No. 1, modifying the period of performance and limitation of costs. The amended agreement provided a time and materials compensation package for survey, right-of-way research and right-of-way acquisition.

The quantity of work and coordination effort between Atkins, the District and property owners has exceeded original estimates. If approved, this Amended and Restated Agreement (Agreement) would modify the scope of work to include completion of all survey basemaps, as well as generation and compilation of easement acquisition packages for standard small backflow installations and mailing of acquisition packages to property owners in an attempt to secure necessary easements. The term of this Agreement will expire when the costs incurred reach the limitation set forth in the Agreement.

This agreement is being entered into pursuant to NRS 332.115(1)(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. Entsminger, General Manager

JJE:DJR:PJJ:RCP:kd

Attachments

AGENDA  
ITEM #

**6**



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Privately Held Corporation	<input checked="" type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Other						
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b>				138		
<b>Corporate/Business Entity Name:</b>		Atkins North America, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		4030 W Boy Scout Road, Ste 700		<b>Website:</b> www.AtkinsGlobal.com		
<b>City, State and Zip Code:</b>		Tampa, FL 33607		<b>POC Name:</b> Charlotte Maddox, Vice President		
				<b>Email:</b> Charlotte.Maddox@atkinsglobal.com		
<b>Telephone No:</b>		813-282-7275		<b>Fax No:</b> 813-281-3634		
<b>Nevada Local Street Address: (If different from above)</b>		2270 Corporate Circle, Ste 200		<b>Website:</b> www.AtkinsGlobal.com		
<b>City, State and Zip Code:</b>		Henderson, NV 89074		<b>Local Fax No:</b> 702-263-7200		
<b>Local Telephone No:</b>		702-263-7275		<b>Local POC Name:</b> Matthew S. Baird, Vice President		
				<b>Email:</b> Matt.Baird@Atkinsglobal.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.

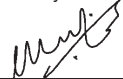
**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Atkins North America, Inc. is a wholly owned subsidiary of the Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of Atkins US Holdings, Inc. Atkins US Holdings, Inc. is a wholly owned subsidiary of SNC-Lavalin Group, Inc., (traded on the Toronto, Canada exchange). The Atkins North America Holdings Corporation and Atkins North America, Inc. do not own shares in SNC-Lavalin Group, Inc.		
SEE ATTACHED LIST OF DIRECTORS AND OFFICERS		

**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	Harshal Desai _____ Print Name
Vice President _____ Title	7-6-20 _____ 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:

*Ryan Pearson*  
Signature  
**Ryan Pearson**  
\_\_\_\_\_  
Print Name  
Authorized Department Representative

**ATKINS NORTH AMERICA, INC.**

**FY 2020 DIRECTORS AND OFFICERS**

**Board of Directors**

George L. Nash, Jr.

Susan C. Reinhardt

C. Ernest Edgar IV

**Office Title, Officer Names and Office**

**President/Chief Executive Officer** - George L. Nash, Jr., NEW YORK

**Sen. V.P./Chief Financial Officer/Treasurer**– Susan C. Reinhardt, CALV

**Sen. V.P./Chief Operations Officer**, Kenneth J. Burns, Jr., DEN

**Sen. V.P./General Counsel/Secretary** –C. Ernest Edgar IV, TPA

**Sen. V.P.** – Paul E. Demit, ATL

**Sen. V.P.** – W. Bradley Dennard, ATL

**Sen. V.P.** – Phil Gruber, DEN

**Sen. V.P.** – Donna M. Huey, ORL

**Sen. V.P.** – Allen Ibaugh, ORL

**Sen. V.P.** - Priya Jain, EDISON

**Sen.V.P.** – Justin P. Jones, PHX

**Sen. V.P.** – Steven C. Malecki, DEN

**Sen. V.P.** – Maureen M. Nayowith, DEN

**Sen. V.P.** – Michael M. Newton, TPA

**Sen. V.P.** – James R. Steele, Jr., TPA

**V.P.** – Humberto P. Alonso, Jr., MIA

**V.P.** – Carlos J. Arboleda-Osorio, MIA

**V.P.** – Maria M. Alvarez, Los Angeles

**V.P.** – Robert A. Bailey, AUS

**V.P.** – Matthew S. Baird, HEND

**V.P.** – Mark A. Banks, DEN

**V.P.** – Danielle N. Barner, DAL

**V.P.** – Ira C. Barrow, NORMAN

**V.P.** – Edward G. Beadenkopf, ALEX

**V.P. /Assistant Secretary** – Donya M. Becton, MIA

**V.P.** – Robert B. Bolick, ATL

**V.P.** – Mourad Bouhafs, ATL

**V.P.** – Jeremy J. Bourdon, MIA

**V.P.** – Wesley M. Burford, AUS

**V.P.** – Ronald J. Caldi, TPA

**V.P.** – Kevin P. Callahan, ORL

**V.P.** – Sergio Callen, New York

**V.P.** – Robin Campbell, ALEX

**V.P.** – David J. Carter, MIA

**V.P.** – Robert W. Chandler, BART

**V.P.** – Catherine Carr Clinch, CALV

**V.P.** – Amanda Corson, AUS

**V.P./Assistant Secretary** – Rene de los Rios, MIA

**V.P.** – Donald R. Deis, JAX

**V.P.** – Thomas J. Delaney, ORL

**V.P.** – W. Bradley Dennard, NASH

**V.P.** – P. Michael DePue, II, MAD

**V.P.** – Harshal B. Desai, HEN

**V.P.** – Michael A. Dewyre, TPA

**V.P.** – Emmett Du Bose, Jr. DAL

**V.P.** – Wendy E. Dyson, ATL

**V.P.** – Donald L. Erwin, Jr., ORL

**V.P.** – Iraj Ghaemi, SAND

**V.P.** – Kurt A. Goddard, ATL

**V.P.** – Susan A. Gratch, ORL

**V.P.** – Jill S. Gurak, RAL

**V.P.** –Khashayar Hadibour, PhD, LONG BEACH

**V.P.** – Rami C. Harb, PhD, DEN

**V.P.** –David M. Harper, MIA

**V.P.** – Kenneth P. Hawkins, DEN

**V.P.** – Ruben A. Hernandez Gregorat, MIA

**V.P.** – John Tyler Hewitt, ATL

**V.P.** – Robert Horr

**V.P.** – Daniel Q. Humphrey, NORMAN

**V.P./Assistant Secretary** – Jayanth Jayaram, TPA

**V.P.** – Arthur A. Jones-Dove, CALV

**V.P.** – James M. Kapinos, ALEX

**V.P.** – Wade C. Kelly, MAR

**V.P.** – Thomas S. Knuckey, ORL

**V.P.** – Matthew J. Koch, MISSOURI

**V.P.** – Emily J. Kubovchik, HEND

**V.P.** – Darin R. Larson, FT. MYERS

**V.P.** – Luke E. LeBas, BAT

**V.P.** – Timothy P. Ledet, HOUS

**V.P.** – Daniel A. Liddle, DEN

**V.P.** – Derek Lindvall, DEN

**V.P.** – Scott A. Logan, NASH

**V.P.** – Thomas W. Lowe, AUS

**V.P.** – Charlotte A. Maddox, TPA

**V.P.** – Kevin L. Martin, VEST

**V.P.** – Willson S. McBurney, ORL

**V.P.** – Regan P. McDonald, ALEX

**V.P.** – Steven D. McWilliams, ORL

**V.P.** – Mark D. Micikas, TPA

**V.P.** – Michael R. Moseley, Jr., ATL

**V.P.** – Gene Niemasz, DEN

**V.P.** – Elizabeth T. Norris, AUS

**V.P.** – Francis O'Connor, EDISON

**V.P.** – Praveen K. Ommi, ORL

**V.P.** –Wiley C. Page, Jr. JAX

**V.P.** – Shayne M. Paynter, TPA

**V.P.** – Roger A. Phillipi, RENO

**V.P.** - William P. Pitcher, FT LAUD

**V.P.** – Robert M. Poll, TPA

**V.P.** – Gary D. Reinhardt, AUS (OFFSITE) (REAL ESTATE, TX)

**V.P.** – Michael R. Ryan, FT. MYERS

**V.P.** – Edward Hull Ryde, DAL

**V.P.** – Frank J. Schultz, DEN

**V.P.** – Thomas J. Schweitzer, CALV

**V.P.** –Sina Seyedian, DEN

**V.P.** – Joseph L. Shalkowski, AUS

**V.P.** – Jennifer K. Sorenson, AUS

**V.P.** – Ben R. Sprague, HEND

**V.P.** – Matthew A. Taylor, ORL

**V.P.** – Scott E. Tezak, BOS

**V.P.** – Rukiya Thomas, ATL

**V.P.** – David P. Thompson, RAL

**V.P.** – Jennifer M. Tsien, ATL

**V.P.** – Noelle M. Warren, CHIP

**V.P.** – Kirk S. Webb, DEN

**V.P.** – Chester W. Wendrzyk, MEL

**V.P.** – Lisa M. Wheatly, DEN

**V.P.** – Gregory J. Wilk, DAL

**V.P.** – Marcus A. Wittich, ATL

**V.P.** – Rosemary E. Woods, TAL

**V.P.** – Jeffrey Wright, ALEX

**V.P.** – Taylor P. Wright, ATL

**V.P.** – Terrance J. Zable, ORL

**Assoc. V.P.** – Clifton D. Austin, AUS (ARCHITECTURE, OH)

**Assoc. V.P.** – Robert G. Garner, ATL (LAND SURVEY, GA)

**Assoc. V.P.** – Jacqueline G. Kinker, ORL, (REAL ESTATE, GA AND NC)

**Assoc. V.P.** – Sudhir Kukillaya, NORMAN

**Assoc. V.P.-** Desiderio “Desi” Maldonado, TAL (ENGINEERING, US VI)

**Assoc. V.P.** – Roberto D. Mantecon, MIA (LAND SURVEY, FL)

**Assoc. V.P.** – Paul W. Maddox, TPA (REAL ESTATE, FL)



## **AMENDED AND RESTATED AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

This Amended and Restated Agreement is made and entered into by and between Atkins North America, 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, On October 3, 2018, CONSULTANT and the DISTRICT entered into an Agreement to Provide Professional Services for Contract No. G0999, Backflow Retrofit Survey and ROW Support ("Original Agreement"). On September 4, 2019, Amendment No. 1 was executed to revise the Period of Performance and Limitation on Costs. The CONSULTANT and the DISTRICT now enter into this Amended and Restated Agreement ("Agreement"), amending the Limitation on Cost in Amendment No. 1. For the purposes of this Agreement, the Effective Date of the Original Agreement remains in effect., 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 **Exhibits A and A-1**, 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. Consultant agrees to provide Services as requested 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 Exhibits A and A-1, 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 list of hours received from subcontractors used by CONSULTANT shall be included and billed in accordance with the HOURLY BILLING RATES included in **Exhibit As and A-1**.
- 3.3. DISTRICT shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in **Exhibits A and A-1** within 30 calendar days after the date the invoice is received and approved by DISTRICT.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$28,612,500.

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 Engineering representative, Adriana Ventimiglia, telephone number (702) 822-3301 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 and representations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants and represents 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 and representations 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 trial 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. INSURANCE:

17.1. General:

17.1.1. 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.

17.1.2. 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. Except for the Professional Liability policy, 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.*

17.1.3. 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.

17.1.4. 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.

17.1.5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$250,000 without the prior written approval of the Risk Manager of DISTRICT.

17.2. Evidence of Insurance:

17.2.1. 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.

17.2.2. 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.

17.2.3. Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.

17.2.4. 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.

17.3. Insurance Coverages:

17.3.1. 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.

17.3.2. 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.

17.3.3. 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.

17.3.4. 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.

17.3.5. Cyber and Technology Liability Insurance: CONSULTANT shall maintain Cyber and Technology liability insurance providing coverage for technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

18. 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.

19. REVIEWS:

19.1. CONSULTANT shall submit draft reports and other materials for review by DISTRICT prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.

19.2. DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 10 working days after receipt of the submission package, and the package will be returned to CONSULTANT. Corrections and changes to the submission will be made by CONSULTANT and resubmitted to DISTRICT for approval within 10 working days after receipt. The final approval will be submitted to CONSULTANT within 5 working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

## 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. CONFIDENTIAL INFORMATION. Some of the materials provided by DISTRICT to CONSULTANT contain Confidential Information.

### 21.2.1. Definitions.

21.2.1.1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any and all information and data which (1) the Disclosing Party has labeled or stamped with the word "Confidential" or some similar warning at the time of disclosure to the Receiving Party, or (2) the Disclosing Party has verbally told the Receiving Party at the time of disclosure and has followed up with written confirmation of the confidential nature of the information within 10 business days of the disclosure. If Confidential Information is in the form of electronic transmission or removable storage, the Disclosing Party will identify those items as "Confidential" in a writing accompanying the delivery of the Confidential Information.

Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of Receiving Party; (2) Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure



by any other party to this Agreement; (3) is independently developed by Receiving Party without the use of any Confidential Information; (4) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it; or (5) is subject to disclosure pursuant to the Nevada Public Records Act, Nevada Revised Statutes chapter 239.

- 21.2.1.2. Disclosing Party. For purposes of this Agreement, “Disclosing Party” means a Party that discloses any of its Confidential Information to the other Party under this Agreement.
- 21.2.1.3. Receiving Party. For purposes of this Agreement, “Receiving Party” means a Party that receives any Confidential Information from the other Party under this Agreement.
- 21.2.2. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties on a need-to-know basis and for the Purpose and shall require such contractors and third parties to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. Receiving Party will dispose of information based on agreed upon term as indicated in Item 1, Definition of Confidential Information, of this Agreement.
- 21.2.3. At any time upon the written request of the Disclosing Party (or termination of this Agreement), the Receiving Party shall immediately return to the Disclosing Party, or destroy, all Confidential Information and all copies thereof. At that time, all information and related data will be disposed of based on the Electronic Technical Information Certificate of Destruction document, Exhibit B. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 21.2.4. Disclaimer. The Confidential Information is provided “as is” and no warranty is made hereby regarding the accuracy, completeness, condition, suitability, or performance of the Confidential Information, and no right or license in or to the Confidential Information is hereby granted to Receiving Party except as expressly stated herein.
- 21.2.5. Injunctive Relief. It is agreed that the unauthorized use or disclosure of any Confidential and Proprietary Information by Receiving Party will cause severe and irreparable damage to Disclosing Party, entitling it to seek injunctive relief, including, without limitation, specific performance, as well as any other relief permitted by applicable law. The provisions of this Section shall survive termination of this Agreement.
- 21.3. The Receiving Party as defined above may disclose Confidential Information to the extent that the disclosure is required by law or in a judicial or other governmental investigation or proceeding, provided that the Receiving Party gives the Disclosing Party prompt written notice of the disclosure. The Disclosing Party, at its own expense, may then seek a protective order or other available remedy to limit the disclosure of the Confidential Information.

## 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:

Atkins North America, Inc  
2270 Corporate Cir #200  
Henderson, NV 89074  
Attention: Matthew S. Baird  
Matt.Baird@atkinsglobal.com

To DISTRICT:

Las Vegas Valley Water District  
Attention: Ryan Pearson  
1001 S. Valley View Blvd.  
Las Vegas, NV 89107  
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 ensure 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.

[Signatures next page]

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

**ATKINS NORTH AMERICA, INC.**

**LAS VEGAS VALLEY WATER DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **EXHIBIT A**

## **LAS VEGAS VALLEY WATER DISTRICT RIGHT-OF-WAY SUPPORT FOR THE BACKFLOW RETROFIT PROGRAM SCOPE OF WORK**

### **INTRODUCTION**

The backflow retrofit program consists of the installation of approximately 12,000 backflow devices at existing meters (herein “Site”) throughout the Clark County area. Installations will need to be researched to determine if existing right-of-way is sufficient for the installation of the new device or if additional right-of-way will need to be obtained. To date, Las Vegas Valley Water District (DISTRICT) staff have researched approximately 5,500 installations and determined approximately 2,300 Sites appear to have adequate rights-of-way and the remaining Sites will need to have easements acquired. The scope of work is to complete the remainder of the right-of-way research and complete the right-of-way acquisition.

Atkins will approach the project by addressing the critical Sites first, Sites with 2-inch or smaller meters second, Sites without fire suppression third, and then working geographically through the DISTRICT’s service area, by Section, in an order agreeable to the DISTRICT, unless otherwise directed by DISTRICT.

Atkins understands that the DISTRICT will not compensate property owners for the property rights necessary to comply with Federal and State laws associated with backflow prevention in drinking water and with the DISTRICT’s Service Rules (latest edition.)

### **TASK 1-MOBILIZATION**

This task will involve the initial work to develop and deploy the workflow and document management tool, ROW Dashboard, and allow for internal project setup activities necessary for the program.

#### ROW Dashboard:

This web-based tool, developed on the ESRI ArcGIS online platform to spatially depict, track, manage and report status of the survey and right-of-way activities in this multi-year program. The GIS database and workflow process will be configured specifically for the program data. The ROW Dashboard will be populated with the DISTRICT-identified Sites (latitude/longitude for each meter and/or backflow device) for property rights research, surveying, legal descriptions and right-of-way acquisitions. It will also be populated with additional DISTRICT-provided data and features including ROW polygons and associated right-of-way documents, customer contact information, service size and other available information that can aid in successful right-of-way acquisition. The dashboard will also be linked (based on the spatial location of each identified Site) to Clark County GISMO data that will allow identification of current property owner, assessor parcel number, available vesting deed and other publicly available data. It is anticipated that the DISTRICT will provide geospatial data, through ArcGIS online technology, such that data will reflect latest available information to the project team.

The workflow component of the ROW Dashboard will be configured to ensure that appropriate activities are completed in a logical order, findings are documented and quality control measures are performed before the work progresses. It will also report current Site status. Anticipated status categories are:

1. Research In-Progress
2. Research Completed-Acquisition Required
3. Research Completed-No Further Action
4. Field Surveying In-Progress
5. Legal Description In-Progress
6. Legal Description Completed
7. Acquisition Package In-Progress

8. Acquisition Package Mailed
9. Acquisition-Owner Contact Needed (no response from mailing)
10. Acquisition-Owner Contact Made-Additional Contact Needed
11. Acquisition-Owner Contact Made-Signed Documents Promised
12. Acquisition-Owner Meeting Needed
13. Acquisition Package Complete
14. Non-Responsive Owner
15. Work Not Started

DISTRICT staff will have access to real-time project status through the ROW Dashboard, via an ArcGIS online account. The ROW Dashboard will be hosted by Atkins, will have specific log-in access, and will not be associated with DISTRICT credentials. It is estimated that this task will take 4-6 weeks to complete.

#### Internal Project Setup:

Preparation of Project Management Plan, which shall include the following elements Project Execution Plan, Quality Control Plan, Document Management Plan, Project Invoicing Set Up and Safety Plan will be necessary before beginning field and production work.

Standard forms (letters, easements, legal descriptions, acquisition diary will be established and submitted to DISTRICT for approval. Standard format for AutoCAD deliverables (topographic mapping and digitized legal description) will be established and submitted for DISTRICT approval. Format for monthly reports will be established and submitted for DISTRICT approval.

Task 1 will only be necessary in Year 1 of the project and is not required if the contract is renewed in subsequent years.

## **TASK 2-PROJECT MANAGEMENT**

- General Project Administration-Atkins will perform traditional project management responsibilities for a project of this nature, including: 1) coordination with the DISTRICT, 2) administration of the contract, 3) preparation and review of project invoicing for submission to the DISTRICT, 4) budget and schedule management, and 5) coordination of project staff and subconsultants.
- Bi-Weekly Meetings-Atkins will attend Bi-Weekly Meetings at DISTRICT Office, or identified offsite location, for project status reporting, standard form customization needs, complex Site consultation, large backflow Site consultation, noteworthy acquisition issues, discussions/consultation on acquisitions with non-responsive property owner, property owner refusal to grant, or attorney contact. Meetings may be held more or less frequently as needed for project progress. Atkins will track project discussion items in the ROW Dashboard to ensure action items are addressed and closed. Document Management-Monitor and manage project documents to ensure compliance with the Project Management Plan and provide deliverables to DISTRICT as identified in this Scope of Work.
- Data Management: Atkins will monitor, manage and update the data sources, links and host server for the ROW Dashboard. Atkins understands that the DISTRICT utilizes other internal applications for managing and tracking the design and construction activities in the Backflow Program and that multiple DISTRICT divisions may occasionally update the right-of-way status through other processes (e.g. Engineering Services requests and obtains the necessary right-of-way through a developer initiated project). These updates, if they occur, will be communicated on a bi-weekly basis in spreadsheet format, through a secure file sharing site such as Syncplicity or Microsoft OneDrive. The spreadsheets will reference unique IDs such that the updated information can be quickly identified and incorporated.
- Workflow Management: Monitor and manage project workflow to ensure progression of acquisition and compliance with the Project Management Plan, using the ROW Dashboard.
- Reporting: Provide monthly reporting on project status and milestones, in the format approved in Task 1.

- Site Closeout:
  - Once it has been determined that a Site has an acceptable existing property right, Atkins will provide the following deliverables:
    - Email notification containing Unique Backflow Site ID, recorded document number for applicable property rights document and DISTRICT EA number for applicable property rights documents, if assigned.
  - If a new property right has been acquired, Atkins will provide the following deliverables:
    - Digitized legal description, in DISTRICT-approved AutoCAD format and in current state plane coordinate system
    - Executed Easement Document with original signature and supporting documents demonstrating the signatory(ies) authority to sign the document on behalf of the property owner.
    - Topographic mapping, in DISTRICT-approved AutoCAD format and in appropriate coordinate system (large backflow or other requested Sites)
  - For Sites where acquisition cannot be completed, as determined by DISTRICT, Atkins will provide the following deliverables:
    - Acquisition document package
    - Acquisition diary
    - Digitized legal description, in DISTRICT-approved AutoCAD format and in appropriate coordinate system
    - Topographic mapping, in DISTRICT-approved AutoCAD format and in current state plane coordinate system (large backflow or other requested Sites)
    - Property ownership vesting document

There will not be a mechanism to push data or live updates to the DISTRICT's internal applications. Once a status is achieved that completes the work performed by Atkins, Atkins will export a spreadsheet through a secure file sharing site.

### **TASK 3-PROPERTY RIGHTS RESEARCH**

Using DISTRICT-provided property rights records, DISTRICT's right-of-way data set and recorded plat maps, determine if the Site is on a parcel that has an existing, appropriately sized easement or property right.

If there is no existing property right, or if the property right is not large enough, then the Site will proceed to Task 4.

If the existing property right is a blanket easement that gives DISTRICT the right to construct and operate water facilities at any location on the property, as is typical with some types of commercial subdivision maps, Atkins will notify DISTRICT that the parcel is ready to proceed to design and construction.

If there is an appropriately-sized existing easement or property right, but it is not a blanket easement, determine if the easement is over the existing meter and proposed backflow device and unobstructed, using desktop methods such as Google Earth, along with DISTRICT-provided data on existing meter and backflow location. If the easement or property right meets these conditions then Atkins will notify the DISTRICT that the parcel is ready to proceed to design and construction. If the easement or property right does not meet these conditions then the Site will proceed to Task 4.

### **TASK 4-SURVEYING & LEGAL DESCRIPTIONS**

In order to define the area necessary for construction and operation of the backflow device, perform the necessary field surveying and prepare a legal description with exhibit signed and sealed by a Nevada Professional Land Surveyor (PLS). Work may include:



Field surveying to obtain horizontal survey control and topographic information of the project area such as sidewalk, curb, gutter, utilities, poles, drainage features, walls, trees, driveways, parking spaces, buildings, enclosures and other fixed features that would impact the placement and/or construction of the backflow device.

Process field data and prepare topographic mapping data file, as requested by the DISTRICT for large backflow Sites or complex Sites.

Prepare legal description and exhibit in a standard, DISTRICT pre-approved format. Legal description shall be signed and sealed by a PLS. Side lot lines will not be mapped unless backflow Site is within 10-feet from the lot line. All legal descriptions will abut a public right-of-way or other DISTRICT property right, to ensure access.

Large backflow Sites, complex Sites or other Sites where DISTRICT input is needed to finalize property right dimensions and location, will be reviewed with DISTRICT at bi-weekly consultation meetings defined in Task 2.

Completed Legal Descriptions and Exhibits will proceed to Task 5.

## **TASK 5-RIGHT-OF-WAY ACQUISITION**

Acquire necessary right-of-way for the construction and operation of the backflow device, in the form of an easement signed by the property owner on which the proposed backflow device will be located and properly endorsed by a Notary Public. Governmental, municipal, quasi-municipal, public utilities or other similar types of property ownerships will be acquired by the DISTRICT unless Atkins is directed otherwise. All acquisition activities will be documented by date, time and activity for each Site, in the DISTRICT-approved acquisition diary format. Work may include:

- Document Preparation (Level 1 and 2)-Prepare document package that contains a DISTRICT-approved cover letter with information about the project and the request for right-of-way, a DISTRICT-approved easement document with the PLS-signed legal description and exhibit for the needed area and a self-addressed stamped envelope for return of the signed and notarized easement document. The easement document will be populated with current property owner name as the Grantor, assessor's parcel number (APN) and signature page for Grantor. For complex property owner vesting, such as limited liability corporations (LLC), multiple joint tenant owners, homeowner associations, trusts, estates or other complex ownerships or situations, additional packages and time may be required to prepare easement documents and send to multiple owner addresses.
- Property Owner Follow-Up (Level 1, 2 and 3): If, after mailing the initial easement request package, and an appropriate amount of time has passed and no response is received, follow up with property owner by any or all of the following methods:
  - Hand Delivery of same document package, with letter containing date of initial mailing, by Federal Express or similar with confirmation of receipt
  - Contact property owner or authorized representative by telephone or email utilizing DISTRICT-provided customer contact information or through online research methods.
  - Property Owner Meetings: If, at the request of the property owner, or if contact has not yet been made, perform Site Visit(s) to the business, residence or common area management company which is served by the subject backflow, to make initial or follow up contact and present a document package for review and signature. At the request of the property owner, meet with the property owner (or their authorized representative) at a mutually agreeable location, including DISTRICT offices, to discuss the project, the right-of-way needs, the property owner's questions and/or provide Notary Public services. Multiple meetings may be necessary to make contact and obtain the necessary right-of-way documents

## **DIRECT EXPENSES**

Direct expenses, such as mileage (not to exceed approved Federal rate for year of work), printing, postage, envelopes, delivery fees, and data hosting fees as approved by the District, will be invoiced directly to the DISTRICT.

## HOURLY BILLING RATES

### **PROJECT MANAGEMENT**

Principal	\$300
Project Director	\$260
Sr. Project Manager	\$210
Project Manager	\$180
Doc. Control Tech	\$110

### **SURVEY**

Survey Manager	\$165
Sr. Surveyor	\$150
Surveyor	\$125
Survey Tech	\$105
Sr. Field Surveyor	\$125
Jr. Field Surveyor	\$105
2 Man Survey Crew	\$230

### **ROW**

ROW Manager	\$165
Sr. ROW Agent	\$135
ROW Agent	\$120
ROW Tech	\$105
GIS Manager	\$165
Sr. GIS Analyst	\$135
GIS Analyst	\$125
GIS Tech	\$105
Administration	\$75

### **SUBCONSULTANT**

Professional Land Surveyor-Subconsultant	\$138
Survey Crew-Subconsultant	\$195

**EXHIBIT A-1**  
**LAS VEGAS VALLEY WATER DISTRICT**  
**BACKFLOW RETROFIT PROGRAM**  
**AMENDMENT No. 2**  
**SCOPE OF WORK**

The Backflow Retrofit program consists of the installation of approximately 12,000 backflow prevention assemblies at existing meters (herein “Site”) throughout the Clark County area. To date all sites have been researched and it is estimated that easements are required for approximately 7,700 Sites. The scope of work is to complete legal descriptions and exhibits and prepare and mail out draft acquisition packages for the District to acquire easements.

Atkins will evaluate each remaining Site based on anticipated ease of construction and categorizing each site based on the following criteria:

**Category 1:**

- Easy to construct in a “small easement” (6x6, 6x8, etc.)
- Backflow prevention assembly can be installed behind the meter (either in-line or rotated 90 degrees)
- May require bollards and coordination with the property owner during construction
- Removal of shrubs and landscaping is acceptable

**Category 2:**

- Same criteria as Category 1 (potentially slightly larger easement)
- Obstruction behind meter that requires additional excavation (retaining wall less than 24-inches high, removal of large landscaping features such as trees, etc.)

**Category 3:**

- Large easement required due to length of connecting pipe between meter and backflow prevention assembly and back to private onsite piping greater than 10- to 15-feet in length
- ROW behind fence requiring additional coordination with City of Las Vegas or Clark County that will require additional fence notching
- Fence notching required with, chain link, CMU, or wrought iron fencing
- Man gate with daisy chain is required
- Adjustment of an existing retaining wall greater than 24-inches high or installation of retaining wall is required
- Meter in an alley or any location requiring extensive on-site work

Basemap production will be a part of the evaluation and categorization of the roughly 5,700 Sites that still need to be evaluated. Category 2 and 3 sites will be placed on hold. Atkins will prepare Legal Descriptions, Exhibits, acquisition packages and mailings on the estimated 2,850 Category 1 Sites.

**Task 1 – Project Management**

- Project management, meetings, client coordination
- Internal coordination, operations management, project tracking, scheduling, staffing
- Data and GIS management and hosting
- Invoicing and progress reports

## **Task 2 – Survey**

### **2.1 Basemap Production**

- Process points. Review record maps, including Final Maps, Parcel Maps and Record of Surveys
- Prepare basemap and perform analysis for easement placement (QC2)
- Survey document control
- Quality control

Deliverables: CAD files of basemaps, excel file with results of analysis of Category determination

### **2.2 Legal Description & Exhibit**

- Prepare legal description and exhibit based off of the basemap. Order deeds and prepare other additional backup documents necessary. Prepare closure calculations (if required)
- Prepare state plane cad file of easement with points
- Survey document control and Submit final documents to the ROW Team for the preparation of acquisition packages
- Quality control

Deliverables: Legal Description, Exhibit, backup documentation and State Plane CAD file of easement with points

### **2.3 TOPO Figure**

- Prepare TOPO Exhibit based off of the basemap
- Survey document control and Submit final documents to the ROW Team for the preparation of acquisition packages
- Quality control

Deliverable: Topo Exhibits for each site

### **2.4 T&M for On Call Survey Services**

- On call services for coordinating and answering questions regarding certain Hansens or Sites

## **Task 3 – Acquisition Package**

### **3.1 Acquisition Package Preparation**

- Intake Legal Description and Exhibit, conduct property owner research and assign for preparation, Pull Deeds, verify vesting to Grant Bargain Sale deed and prepare acquisition package
- Prepare package for first mailing, verify property ownership has not changed, prepare postage and envelopes
- Quality control

Deliverables: Electronic PDF of mailed packages

### **3.2 T&M for On Call ROW Services**

- On call services for answering questions regarding certain acquisition packages

## **Task 4 – Project Closeout**

- At the close of the project Atkins will provide the following deliverables:
  - Basemaps and point files
  - List of all sites reviewed and categorized

## RATES AND FEES

	Description	Units	Unit Cost	Not to Exceed Cost
<b>Exhibit A</b>				
Task 0	All work included in Exhibit A	1	\$ 15,000,000	\$ 15,000,000
<b>Exhibit A-1</b>				
Task 1	Project Management (10% of invoice)	1	\$ 1,237,500	\$ 1,237,500
Task 2.1	Basemap Production	5,700	\$ 900	\$ 5,130,000
Task 2.2	Legal Descriptions Exhibits, and TOPO	2,850	\$ 1,300	\$ 3,705,000
Task 2.3	T&M Survey Support	1	\$ 50,000	\$ 50,000
Task 3.1	Acquisition Packages	2,850	\$ 1,200	\$ 3,420,000
Task 3.2	T&M ROW Support	1	\$ 50,000	\$ 50,000
Task 4	Project Closeout	1	\$ 20,000	\$ 20,000
			Subtotal Exhibit A-1	\$ 13,612,500
			<b>Total:</b>	<b>\$28,612,500</b>

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

March 2, 2021

**Subject:**

Formation of a Captive Insurer

**Petitioner:**

E. Kevin Bethel, Chief Financial Officer

**Recommendations:**

That the Board of Directors adopt a resolution consenting to the formation of a captive insurer; authorizing the General Manager to take the necessary steps to implement and maintain the captive insurer on behalf of the District; and authorizing an initial capital investment of up to \$750,000.

**Fiscal Impact:**

Formation of a captive insurer will require an initial capital investment of up to \$750,000, which is available in the District's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

**Background:**

A captive insurer (Captive) is a type of self-insurance that offers a means for companies and organizations to better meet risk financing needs. Over the past several years, the District has been evaluating the feasibility of forming a Captive and how a Captive would support the District's financial and strategic positions. Staff has determined that a Captive would offer a multitude of benefits to the District, including cost savings, flexibility and risk management options.

By forming a Captive, the District would create a separate licensed and regulated entity to insure its own risk. The Captive would provide necessary capacity, fill gaps in existing coverage policies, and create leverage in pricing negotiations with incumbent markets. Other benefits include broader coverage, pricing stability, improved cash flow and increased control over the program.

Forming a Captive requires the District to submit for approval an application with the Nevada Department of Insurance (NDOI). Subsequent to approval by the NDOI, the District would form the Captive LLC as a first-tier subsidiary of the District and select a number of NDOI-approved service providers. At this time, the Board is being asked to approve the formation of a Captive and authorize the General Manager to take the necessary steps to implement and maintain a captive insurer.

This action is authorized pursuant to NRS 694C.200, et. seq., and Sections 1(8) and 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:EKB:JLC:cmc

Attachment

AGENDA  
ITEM #

**7**

Summary - A resolution authorizing the Las Vegas Valley Water District to form, operate, and maintain a pure captive insurer to supplement the insurance needs of the District; authorizing the General Manager, or his or her designee, to perform the duties necessary to form and operate the captive insurer and execute necessary documents related to such formation and operation; and providing other matters relating thereto.

## **RESOLUTION**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT DESIGNATED “THE LVVWD CAPTIVE INSURER RESOLUTION”, PROVIDING AUTHORIZATION FOR THE LAS VEGAS VALLEY WATER DISTRICT TO FORM, OPERATE, AND MAINTAIN A CAPTIVE INSURER TO SUPPLEMENT THE INSURANCE NEEDS OF THE DISTRICT; TO AUTHORIZE THE GENERAL MANAGER TO EXERCISE SUCH POWERS AND PERFORM SUCH DUTIES REASONABLY NECESSARY TO FORM, OPERATE, AND MAINTAIN THE CAPTIVE INSURER; AUTHORIZING THE LAS VEGAS VALLEY WATER DISTRICT TO FUND THE CAPTIVE ON AN ONGOING BASIS AT THE AMOUNT REQUIRED BY THE STATE; AND PROVIDING OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the Las Vegas Valley Water District, Nevada (the “District”) was duly organized and is operating in accordance with the provisions of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada, 1947, as amended (the “District Act”); and

**WHEREAS**, the District Act authorizes the District to “make contracts, and to employ labor, and to do all acts necessary for the full exercise of all powers vested” in the District by the District Act; and

**WHEREAS**, Section 1(8) of the District Act authorizes certain subsidiary interests in property and organizations, including the authority “to acquire by purchase, lease, contract, condemnation, gift, or other legal means...property necessary or convenient for the construction, use, supply, maintenance, repair, and improvement of any agreement with the United States, or any state, county, district of any kind, public or private corporation, association, firm or individual, or any number of them, for the...ownership...of any rights, works, or other property of a kind which might be lawfully acquired or owned by said water district...;” and

**WHEREAS**, NRS 694C.200, et seq, authorizes Nevada situated organizations to form captive insurers; and

**WHEREAS**, the Board has determined and does hereby declare that, in order to limit risk of loss and to preserve funds, it is necessary and for the best interest of the District to form a captive insurer for the District (“District Captive Insurer”); and

**WHEREAS**, the District will be required to take numerous actions to form the District Captive Insurer, including, but not limited to, forming a limited liability company to serve as the legal entity of the District Captive Insurer; funding the District Captive Insurer at the minimum amount required by the Nevada Division of Insurance up to \$750,000.00; naming directors and officers to manage the District Captive Insurer; entering into necessary agreements to form and operate the District Captive Insurer, including, but not limited to, third party agreements with legal counsel, financial advisors, CPAs, and actuaries; and taking all other actions related to the formation and operation of the District Captive Insurer that are necessary to form, operate, and maintain a captive insurer in the state of Nevada.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER:**

SECTION 1. Short Title. This Resolution shall be known and may be cited as the “LVVWD CAPTIVE INSURER RESOLUTION.”

SECTION 2. Authorization to Form and Operate District Captive Insurer. The District is hereby authorized to form, maintain, and operate the District Captive Insurer and to take all actions necessary to accomplish such formation, maintenance, and operation, including, but not limited to, forming a limited liability company to serve as the legal entity of the District Captive Insurer; naming directors and officers to manage the District Captive Insurer; entering into necessary agreements to form and operate the District Captive Insurer, including, but not limited to, third party agreements with legal counsel, financial advisors, CPAs, and actuaries; and taking all other actions related to the formation and operation of the District Captive Insurer that are necessary to form, operate, and maintain a captive insurer in the state of Nevada.

SECTION 3. Delegation and authorization for the General Manager, or his or her designee, to act on behalf of the District Captive Insurer. The General Manager, or his or her designee, is hereby authorized to exercise such powers and perform such duties reasonably



necessary to accomplish the formation, maintenance and operation of the District Captive Insurer, including, but not limited to, naming directors and officers to manage the District Captive Insurer; approving and executing all agreements reasonably necessary to form and operate the District Captive insurer; and taking all other actions related to the formation and operation of the District Captive Insurer that are necessary to form, operate, and maintain a captive insurer in the state of Nevada. Despite the foregoing, this authorization does not authorize the General Manager, or his or her designee, to execute agreements whose annual value exceeds \$100,000. District Captive Insurer agreements whose value exceeds \$100,000 must be approved by the Board prior to execution.

SECTION 4. Funding. On an ongoing basis, the District is authorized to initially fund the District Captive Insurer at the minimum amount required by the Nevada Division of Insurance. Funds for future expenditures will be budgeted accordingly.

SECTION 5. Interlocal Agreements. The District is authorized to enter into interlocal agreements with the District Captive Insurer as reasonably necessary and to the extent permitted by Nevada law.

SECTION 6. Repealer. All resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, bylaw or order, or part hereof, heretofore repealed.

SECTION 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 8. Effective Date. This LVVWD Captive Insurer Resolution shall be effective upon the adoption and approval by the Board.

INTRODUCED, ADOPTED AND APPROVED on this March 2, 2021.

Attest:

---

John J. Entsminger, Secretary  
Las Vegas Valley Water District

---

Marilyn K. Kirkpatrick, President  
Las Vegas Valley Water District

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

March 2, 2021

**Subject:**

2021C Refunding Bonds Consent Resolution

**Petitioner:**

E. Kevin Bethel, Chief Financial Officer

**Recommendations:**

That the Board of Directors adopt a resolution consenting to the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, in the maximum aggregate principal amount of \$257,610,000, to refinance the outstanding commercial paper notes.

**Fiscal Impact:**

The debt service will be paid by the Southern Nevada Water Authority.

**Background:**

On July 1, 1996, the Southern Nevada Water Authority (Authority) and the District entered into a Master Bond Repayment Agreement (MBRA). The MBRA authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt issued under the MBRA. The MBRA requires the Authority to pay the costs of debt issued under the MBRA.

On March 10, 2004, under the MBRA, the District began a Tax-Exempt Commercial Paper program (TECP) for the Authority, authorizing up to \$400 million in commercial paper notes (Notes). Proceeds from the sale of the Notes were used to fund capital expenditures of the Authority. The Notes have a maturity date from one to 270 days after issuance. Each time the Notes are issued, the interest rate of the Notes can change to reflect market conditions at the time of issuance.

On March 3, 2020, the District refunded \$150 million of the \$400 million outstanding TECP Notes with fixed-rate bonds. The remaining \$250 million TECP Notes are supported by a credit facility provided by Sumitomo Mitsui Banking Corporation, which will expire on April 2, 2021.

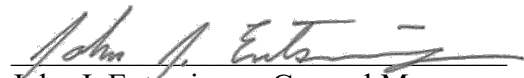
On January 21, 2021, the Authority adopted a resolution requesting the District to refinance the remaining TECP under the MBRA with General Obligation (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C (2021C Bonds), in the maximum aggregate amount of \$257,610,000. The issuance of the 2021Cs as fixed-rate debt will eliminate the risk of future interest rate volatility.

On February 2, 2021, the District adopted a resolution making a finding that no increase in ad valorem tax is anticipated with respect to the 2021C Bonds and requesting the Clark County Regional Debt Management Commission to approve that finding, which it did on February 4, 2021.

The attached resolution provides consent to issue the 2021C Bonds; fixes the terms and conditions of the Bonds; provides for the levy and collection of annual general (ad valorem) taxes for the payment of the Bonds; secures payment of the Bonds through a pledge of Authority revenues; ratifies action previously taken by the Board; and delegates to the Chief Financial Officer and the General Manager of the District the ability to accept the final interest rates and terms for the 2021C Bonds.

This resolution is being entered into pursuant to NRS 361.4727(3)(b), and Section 1(10) 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 resolution.

Respectfully submitted:

A handwritten signature in dark ink, appearing to read "John J. Entsminger", is written over a horizontal line.

John J. Entsminger, General Manager  
JJE:EKB:RS:MC:kn  
Attachment

Summary - A resolution authorizing the issuance by the Las Vegas Valley Water District, Nevada of its General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C and providing other matters relating thereto.

## **RESOLUTION**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT DESIGNATED THE “2021C SNWA REFUNDING BOND RESOLUTION”; PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES) WATER REFUNDING BONDS, SERIES 2021C; FIXING THE TERMS AND CONDITIONS THEREOF AND COVENANTS RELATING THERETO; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF THE BONDS; ADDITIONALLY SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE SOUTHERN NEVADA WATER AUTHORITY; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD THE ISSUANCE OF SAID BONDS; AND PROVIDING OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the Las Vegas Valley Water District, Nevada (the “District”) was duly organized and is operating in accordance with the provisions of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada, 1947, as amended (the “District Act”); and

**WHEREAS**, pursuant to Section 27 of the District Act, the Board of Directors of the District (the “Board”), on behalf of the Southern Nevada Water Authority, in Clark County, Nevada (the “SNWA”), has the authority to issue general obligations of the District which are additionally secured by SNWA Pledged Revenues (as defined herein); and

**WHEREAS**, pursuant to the District Act and Chapter 350 of Nevada Revised Statutes (“NRS”), and all laws amendatory thereof, which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, NRS, and all laws amendatory thereof (the “Bond Act”), the Board is authorized to issue bonds for the purpose of modifying the payment terms of outstanding obligations and for other purposes permitted by NRS 350.684,

including, without limitation, fixing the interest rate or rates with respect thereto and amortizing the principal thereof; and

**WHEREAS**, the Board has previously issued its: Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) Water Commercial Paper Notes (SNWA Revenue Supported), Series 2004A (the “2004 Notes”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011A (Taxable) (the “2011A Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011B (Taxable) (the “2011B Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Refunding Bonds, Series 2011C (Tax-Exempt) (the “2011C Bonds,” and together with the 2011A Bonds and the 2011B Bonds, the “2011 Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Bonds, Series 2012B (the “2012 Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015 (the “2015 Refunding Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015B (the “2015B Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015C (the “2015C Bonds,” and together with the 2015 Refunding Bonds and the 2015B Bonds, the “2015 Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement and Refunding Bonds, Series 2016A (the “2016 Bonds”); its Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2017B (the “2017 Bonds”); its Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2018B (the “2018 Bonds”); Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2019A (the “2019A Bonds”); and Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water

Refunding Bonds, Series 2019B (the “2019B Bonds,” and together with the 2019A Bonds, the “2019 Bonds”); and Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2020A (the “2020 Bonds”); and

**WHEREAS**, pursuant to Section 5 of the SNWA/LVVWD Master Bond Repayment Agreement, the SNWA has requested and consented to the issuance of general obligation (limited tax) refunding bonds of the District that are additionally secured by SNWA Pledged Revenues for the purpose of refunding some or all of the outstanding 2004 Notes (the “Refunding Project”); and

**WHEREAS**, the Board has determined and does hereby declare that it is necessary and for the best interest of the District to issue refunding bonds of the District to effect the Refunding Project; and

**WHEREAS**, the Board is therefore authorized by the District Act and the Bond Act, and all laws amendatory thereof, without any further preliminaries:

A. To issue and sell the District’s General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C (the “Bonds”) to accomplish the Refunding Project and pay the costs of issuing the Bonds; and

B. To exercise the incidental powers provided in the Bond Act in connection with the powers authorized therein as otherwise expressly provided therein; and

**WHEREAS**, the District’s Chief Financial Officer (the “Chief Financial Officer”) or, in his absence, the District’s General Manager (the “General Manager”), is hereby authorized to sell the Bonds to the best bidder therefor (the “Purchaser”) and to accept a binding bid for the Bonds; and to specify in the Sale Certificate (defined herein) what portion of the Notes (the “Refunded Notes”), if any, will be refunded with a portion of the proceeds of the Bonds; and

**WHEREAS**, the Bonds are to bear interest at the rates per annum provided in the Sale Certificate (defined below), which rates must not exceed by more than 3% the Index of Twenty Bonds most recently published in The Bond Buyer before bids for the Bonds are received, and are to be sold at a price equal to the principal amount thereof, plus any accrued interest to the date of delivery of the Bonds, plus a premium, or less a discount not exceeding 9% of the principal amount thereof, all as specified by the Chief Financial Officer or the General

Manager in a certificate dated on or before the date of delivery of the Bonds (the “Sale Certificate”); and

**WHEREAS**, the Board hereby elects to have the provisions of Chapter 348 of NRS (the “Supplemental Bond Act”) apply to the Bonds; and

**WHEREAS**, the Board has determined and hereby declares:

A. It is necessary and for the best interests of the District and SNWA that it issue the Bonds; and

B. Each of the limitations and other conditions to the issuance of the Bonds in the Bond Act, the Supplemental Bond Act and in any other relevant act of the State of Nevada or the United States has been met; and pursuant to NRS 350.708, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER:**

SECTION 1. Short Title. This Resolution shall be known and may be cited as the “2021C SNWA Refunding Bond Resolution.”

SECTION 2. Definitions. In addition to the terms defined elsewhere in this Resolution, the terms in this Section defined shall have the meanings herein specified unless the context by clear implication otherwise requires:

(1) “Bond Act” means NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 as the Local Government Securities Law.

(2) “Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, as such principal, premiums and interest become due at maturity or on a redemption date, or otherwise.

For purposes of computing the Bond Requirements of variable interest rate Superior Lien Obligations or Parity Lien Obligations with respect to which a Qualified Swap is in effect, the interest payable on such variable interest rate securities (a) except as provided in clause (b) of this sentence, shall be deemed to be the interest payable on such variable interest rate securities in accordance with the terms thereof plus any amount required to be paid by the District to the Qualified Swap Provider pursuant to the Qualified Swap or minus any amount



required to be paid by the Qualified Swap Provider to the District pursuant to the Qualified Swap; or (b) for purposes of computing the maximum annual principal and interest requirements, and for purposes of any other computation for the issuance of additional superior or parity securities (including refunding securities) shall be deemed to be the amount accruing at the fixed rate as provided in the Qualified Swap. No computation of Bond Requirements under this Resolution shall take into account payments due the Qualified Swap Provider on the termination of the Qualified Swap unless such payments on termination are then unconditionally due and payable in accordance with the terms of the related Qualified Swap.

For purposes of computing the Bond Requirements of a Qualified Swap with respect to which no Superior Lien Obligations or Parity Lien Obligations remain outstanding or of that portion of a Qualified Swap with respect to which the notional amount is greater than the principal amount of outstanding Superior Lien Obligations or Parity Lien Obligations to which such Qualified Swap relates, (a) for purposes of Sections 39 through 47 hereof, the interest payable thereon shall be deemed to be the net amount positive or negative, if any, required to be paid by the District to the Qualified Swap Provider pursuant to the Qualified Swap, and (b) for purposes of any computation of Bond Requirements for a period after the date of computation, the interest payable thereon shall be deemed to be the net amount most recently paid, as of the date of computation, by the District to the Qualified Swap Provider thereunder or (expressed as a negative number) by the Qualified Swap Provider to the District thereunder.

(3) “combined maximum annual principal and interest requirements” means the maximum sum of the principal of and the interest (including any payments to be made (positive or negative) on any Qualified Swap as provided in the definition of “Bond Requirements”) on the Bonds and any other Superior Lien Obligations or Parity Lien Obligations, falling due during any one fiscal year for the period beginning with the fiscal year in which such computation is made and ending with the fiscal year in which any Bonds last become due and payable, but not including any securities which are no longer outstanding under the defeasance provisions in Section 55 hereof. If any Superior Lien Obligation or Parity Lien Obligation bears interest at a variable interest rate and is not covered by a Qualified Swap, the rate of interest used in the foregoing test shall be the lesser of the maximum permitted rate of interest on those Superior Lien Obligations or Parity Lien Obligations or a rate equal to the “25 Bond Revenue Index” as most recently published in The Bond Buyer prior to the date a firm

offer to purchase the then proposed Superior Lien Obligations or Parity Lien Obligations is accepted by the District or if such index is no longer published, such other securities index as the District reasonably selects.

(4) “Escrow Account” means the Escrow Account established pursuant to the Escrow Agreement, if an Escrow Agreement is in fact established.

(5) “Escrow Agreement” means, if applicable, the Escrow Agreement between the District and The Bank of New York Mellon Trust Company, N.A., as escrow bank, relating to the Refunded Notes.

(6) “Federal Securities” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

(7) “General Taxes” means general (ad valorem) taxes levied by Clark County, Nevada against all taxable property within the boundaries of the District.

(8) “Parity Lien Obligations,” “parity securities,” or “parity bonds” means bonds or securities which have a lien on the SNWA Pledged Revenues that is on a parity with the lien thereon of the Bonds, including, but not limited to, the 2011 Bonds, the 2012 Bonds, the 2015 Bonds, the 2016 Bonds, the 2017 Bonds, the 2018 Bonds, the 2019 Bonds, the 2020 Bonds, and any bonds hereafter issued on a parity with the lien of the Bonds.

(9) “Paying Agent” means The Bank of New York Mellon Trust Company, N.A., or any successor serving as paying agent for the Bonds.

(10) “Qualified Swap” means any financial arrangement (i) that is entered into by the District with an entity that is a Qualified Swap Provider at the time the arrangement is entered into; (ii) that provides that the District shall pay to such entity an amount based on the interest accruing at a fixed rate on an amount equal to a designated principal amount of variable interest rate Superior Lien Obligations or Parity Lien Obligations outstanding as described therein, and that such entity shall pay to the District an amount based on the interest accruing on such principal amount at a variable rate of interest computed according to a formula set forth in such arrangement (which need not be the same as the actual rate of interest borne by such Superior Lien Obligations or Parity Lien Obligations) or that one shall pay to the other any net amount due under such arrangement; and (iii) which has been designated in writing by the District as a Qualified Swap with respect to such obligations.

(11) “Qualified Swap Provider” means a financial institution whose senior long-term debt obligations, or whose obligations under a Qualified Swap are guaranteed by a financial institution whose senior long term debt obligations, are rated by whichever of S&P Global Ratings or Moody’s Investors Service as then has a rating in effect for the Bonds or both such agencies if both then have a rating in effect for the Bonds, at the time the subject Qualified Swap is entered into at least “Aa” in the case of Moody’s Investors Service and “AA” in the case of S&P Global Ratings, or the equivalent thereof.

(12) “Registered owner” means the person in whose name a Bond shall be registered on the records of the District kept for that purpose by the Registrar in accordance with the provisions of this Resolution.

(13) “Registrar” means The Bank of New York Mellon Trust Company, N.A., or any successor serving as registrar for the Bonds.

(14) “Regular Record Date” means the fifteenth day of the calendar month next preceding each interest payment date.

(15) “SNWA Agreement” means the SNWA/LVVWD Master Bond Repayment Agreement dated as of July 1, 1996, as amended, between the SNWA and the District pursuant to which the SNWA Pledged Revenues are paid to the District.

(16) “SNWA Pledged Revenues” means the revenues received by the District from the SNWA pursuant to the SNWA Agreement.

(17) “Special Record Date” means a special date fixed by the Paying Agent to determine the names and addresses of registered owners of the Bonds for the payment of any defaulted interest on any Bonds, as further provided in Section 14 hereof.

(18) “State” means the State of Nevada.

(19) “Superior Lien Obligations,” “superior securities” or “superior bonds” means bonds or securities which have a lien on the SNWA Pledged Revenues that is superior to the lien thereon of the Bonds.

(20) “Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

(21) “Treasurer” means the Treasurer of the District.

SECTION 3. Authorization and Use of Preliminary and Final Official Statements. The Chief Financial Officer or the General Manager is each authorized to proceed

with the sale of the Bonds on the terms and conditions provided herein. Distribution, use of, and the execution of the Preliminary Official Statement is hereby authorized, ratified and confirmed; distribution, use of, and the execution of the final Official Statement for the Bonds in substantially the form of the Preliminary Official Statement, with such amendments, additions and deletions as are consistent with the facts and not inconsistent herewith, as may be approved by the Chief Financial Officer or the General Manager by the execution of the final Official Statement, and any supplements or amendments thereto, is hereby authorized.

SECTION 4. Ratification. All action heretofore taken by the Board, the officers of the District and the SNWA directed toward the Refunding Project and toward the issuance, sale and delivery of the Bonds is ratified, approved and confirmed.

SECTION 5. Remaining Estimated Life of Facilities. The Board, on behalf of the District and the SNWA, has determined and does hereby declare:

A. The remaining estimated life or estimated period of usefulness of the facilities to be refinanced with the Bonds is not less than 16 years; and

B. The Bonds shall mature at such time or times not exceeding such estimated life or estimated period of usefulness.

SECTION 6. Necessity of Refunding Project and Bonds. It is necessary and in the best interests of the Board, the SNWA, its officers, and the inhabitants of the District that the District and the SNWA effect the Refunding Project and defray wholly or in part the cost thereof by the issuance of the Bonds; and it is hereby so determined and declared.

SECTION 7. Authorization of Refunding Project. The Board, at the request of and on behalf of the SNWA, hereby authorizes the Refunding Project.

SECTION 8. Resolution to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the District and the registered owners from time to time of the Bonds.

SECTION 9. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the registered owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Resolution.

SECTION 10. General Obligations. All of the Bonds, as to the Bond Requirements, shall constitute general obligations of the District, which hereby pledges its full faith and credit for their payment. So far as possible, the Bond Requirements of the Bonds shall be paid from SNWA Pledged Revenues. However, the Bonds as to all Bond Requirements shall also be payable from General Taxes (except to the extent that other moneys such as SNWA Pledged Revenues are available therefor) as herein provided.

SECTION 11. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the District or the SNWA and no property of the District or the SNWA shall be liable to be forfeited or taken in payment of the Bonds; but the payment of the Bonds is secured by the proceeds of General Taxes and the other money hereinafter pledged for the payment of the Bonds.

SECTION 12. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Resolution authorizing their issuance or any other instrument relating thereto, against any individual member of the Board or any officer or other agent of the Board, the District, or the SNWA past, present or future, either directly or indirectly through the Board, the District, or the SNWA or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

SECTION 13. Authorization of Bonds. For the purpose of providing funds to pay all or a portion of the cost of the Refunding Project and the costs of issuing the Bonds, the District shall issue its "Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C" in the aggregate principal amount set forth in the Sale Certificate (not to exceed \$257,610,000).

SECTION 14. Bond Details. The Bonds shall be issued in fully registered form. The Bonds shall be dated initially as of the date of delivery thereof and except as otherwise provided in Section 19 hereof shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be numbered from 1 upward. The Bonds shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from their date until their respective

maturity dates (or, if redeemed prior to maturity as provided below, their redemption dates) at the respective rates set forth in the Sale Certificate, payable semiannually on June 1 and December 1 of each year, commencing on the first June 1 or December 1 that is at least one month after the date of issuance of the Bonds; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates shown below from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates in each of the amounts of principal as designated in the Sale Certificate (not to exceed 16 years from the date of delivery of the Bonds).

The principal and redemption premium, if any, on any Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the principal office of the Paying Agent or at such other office as shall be designated by the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity or prior redemption, it shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full. Except as otherwise provided in Section 19, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day) to the registered owner thereof at his or her address as shown on the registration records kept by the Registrar as of the close of business on the Regular Record Date; but any such interest not so timely paid shall cease to be payable to the registered owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the registered owner thereof at his or her address as shown on the registration records of the Registrar as of the close of business on the Special Record Date. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than ten days prior thereto by first-class mail to each such registered owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the registered owner

of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

SECTION 15. Prior Redemption.

A. Optional Redemption. Bonds, or portions thereof (\$5,000 or any integral multiple) maturing on or after the date set forth in the Sale Certificate, if any, shall be subject to redemption prior to their respective maturities, at the option of the District, on and after the date set forth in the Sale Certificate, if any, in whole or in part at any time from any maturities subject to redemption selected by the District and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed, accrued interest thereon to the redemption date, and a premium not to exceed 9 percent of the principal amount of the Bonds, if any, as set forth in the Sale Certificate.

B. Partial Redemption. In the case of Bonds in a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsection (A) hereof, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the District (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as is deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond so called for prior redemption shall likewise be stamped or otherwise identified.

C. Mandatory Redemption. The Bonds maturing on the dates specified in the Sale Certificate (the "Term Bonds"), if any, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Bond Fund on or before the dates designated in the Sale Certificate, a sum which, together with other moneys available in the Bond Fund, is sufficient to redeem (after credit is provided below) on the dates and in the amounts provided in

the Sale Certificate. The Registrar shall call the Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in Section 16 of this Resolution.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for Term Bonds, the Registrar shall proceed to select for redemption (by lot in such manner as the Registrar may determine) from such Outstanding Term Bonds, a principal amount of Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments.

At the option of the District to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds of the same interest rate and maturity date as the Term Bonds payable on such sinking fund redemption date, or portions thereof (\$5,000 or any integral multiple thereof), in an aggregate principal amount desired by the District or, (ii) specify a principal amount of Term Bonds of the same interest rate and maturity date as the Term Bonds payable on such sinking fund redemption date, or portion thereof (\$5,000 or any integral multiple thereof), which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the District on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the District determines. In the event the District shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled or in the event the Bonds are registered in the name of Cede & Co. as provided in Section 19 of this Resolution, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

SECTION 16. Notice of Redemption. Unless waived by any registered owner of a Bond to be redeemed, notice of prior redemption shall be given by the Registrar electronically, as long as Cede & Co. is registered owner of the Bonds and otherwise by first-class mail, at least



30 days but not more than 60 days prior to the Redemption Date, to the Municipal Securities Rulemaking Board (“MSRB”) via its Electronic Municipal Market Access (EMMA) system and to the registered owner of any Bond (initially Cede & Co.) all or a part of which is called for prior redemption at his or her address as it last appears on the registration records kept by the Registrar. The notice shall identify the Bonds and state that on such date the principal amount thereof, and premium, if any, thereon will become due and payable at the Paying Agent (accrued interest to the Redemption Date being payable by mail or as otherwise provided in this Resolution), and that after such Redemption Date interest will cease to accrue. After such notice and presentation of said Bonds, the Bonds called for redemption will be paid. Actual receipt of the notice by the MSRB or any registered owner of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice to the registered owner of any Bond designated for redemption, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bond. A certificate by the Registrar that the notice of call and redemption has been given as provided in this Section shall be conclusive as against all parties; and no owner whose Bond is called for redemption or any other owner of any Bond may object thereto or may object to the cessation of interest on the Redemption Date on the ground that he failed actually to receive such notice of redemption.

Notwithstanding the provisions of this Subsection, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was given.

SECTION 17. Negotiability. Subject to the registration and payment provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each registered owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 18. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 19 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the registered owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations, as provided in Section 14 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the registered owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charge shall be made in the case of an exchange resulting from an optional prior redemption of a Bond.

B. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the date of mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the date of such mailing, or (ii) any Bond after the mailing of notice calling such Bond, or any portion thereof, for redemption as herein provided.

C. The person in whose name any Bond shall be registered on the registration records kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 14 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the District may reasonably require, and upon payment of all expenses in connection therewith,

authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Board, upon request.

#### SECTION 19. Use of Depository.

A. The District may provide for the Bonds to be issued in book entry only form in which case the Bonds shall be evidenced by one or more Bonds for each year in which the principal of the Bonds comes due, in denominations equal to the amount of principal coming due in that year. Such Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) To any successor of The Depository Trust Company or its nominee which successor must be both a “clearing corporation” as defined in NRS 104.8102, and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended;

(2) Upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the designation by the Board of another depository institution, acceptable to the Board which must be both a “clearing corporation” as defined in NRS 104.8102 and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) Upon the resignation of The Depository Trust Company or a successor depository or new depository under clause (1) or (2) of Subsection A or a

determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the failure by the Board, after reasonable investigation, to locate another qualified depository institution acceptable to the Board under clause (2) to carry out the functions of The Depository Trust Company or such successor or new depository. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or in the case of designation of a new depository pursuant to clause (2) of Subsection A hereof upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a single new Bond shall be issued to such successor or new depository, as the case may be, for each maturity of the Bonds then outstanding, registered in the name of such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a determination under clause (3) of Subsection A hereof and the failure, after reasonable investigation to locate another depository institution for the Bonds acceptable to the Board and upon receipt of outstanding Bonds by the Registrar together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 14 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

B. The District shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes of this resolution and any applicable laws notwithstanding any notice to the contrary received by the Registrar or the District, and the District shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection A hereof.

C. The District and the Registrar shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the day they are due.

SECTION 20. Execution and Authentication.

A. Prior to the execution of any Bonds by facsimile signature, and pursuant to NRS 350.638, the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and the Supplemental Bond Act, the President of the District (the “President”), the Treasurer and the District Secretary (the “Secretary”) shall each file with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the District with the manual or facsimile signature of the President, shall be countersigned and executed with the manual or facsimile signature of the Treasurer and shall bear a manual impression or a facsimile of an impression of the official seal of the District attested with the manual or facsimile signature of the Secretary.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar’s certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds initially delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

SECTION 21. Use of Predecessor’s Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the District, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The President, the Treasurer and the Secretary, at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 22. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 23. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom must forever be and remain free and exempt from taxation by

the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to Chapter 375B of NRS.

SECTION 24. Bond Execution. The President, the Treasurer and the Secretary are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 25. Registration. The Registrar shall maintain the registration records of the District for the Bonds, showing the name and address of the owner of each Bond authenticated and delivered, the date of authentication, the maturity of the Bond, and its interest rate, principal amount and Bond number.

SECTION 26. Bond Form. Subject to the provisions of this Resolution, the Bonds shall be in substantially the following form with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Resolution, or be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**LAS VEGAS VALLEY WATER DISTRICT, NEVADA  
GENERAL OBLIGATION (LIMITED TAX)  
(ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES)  
WATER REFUNDING BONDS  
SERIES 2021C**

No. \_\_\_\_\_ \$ \_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated As of</b>	<b>CUSIP</b>
_____ %	_____ 1, _____	_____	

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:** \_\_\_\_\_ **DOLLARS**

The Las Vegas Valley Water District, a political subdivision of the State of Nevada, on behalf of the Southern Nevada Water Authority ("SNWA") in Clark County, in the State of Nevada (the "District" and the "State", respectively) for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption) and to pay interest thereon on June 1 and December 1 of each year, commencing on \_\_\_\_\_, 2021, at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided for. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of this Bond. The principal on this Bond is payable upon presentation and surrender hereof at the principal office of the District's paying agent (the "Paying Agent") or at such other office as may be designated by the Paying Agent, presently The Bank of New York Mellon Trust Company, N.A., who is also now acting as the District's Registrar (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond is registered (the "registered owner") in the registration records of the District maintained by the Registrar, at the address appearing thereon, as of the close of business on the fifteenth day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. If the payment of any installment of principal of this Bond is not made when due, interest on such installment shall continue at the interest rate for

such installment referred to above until such principal installment is paid in full. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

This Bond may not be exchanged or transferred except in circumstances specified in Section 19 of the Resolution of the Board of Directors of the District (the “Board”) authorizing the issuance of the Bonds of the series of which this Bond is one (the “Bonds”) and designated in Section 1 thereof as the “2021C SNWA Refunding Bond Resolution” (the “Resolution”) and only at the times and subject to payment of the charges specified in the Resolution.

The District, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Resolution with respect to Regular and Special Record Dates for the payment of interest.

[The Bonds maturing on and after the date set forth in the Sale Certificate are subject to redemption prior to their respective maturities at the option of the District on and after the date set forth in the Sale Certificate in whole or in part (\$5,000 or any integral multiple thereof) at any time from such maturity or maturities selected by the Board, and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than \$5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed and accrued interest thereon to the redemption date, plus a premium, if any, as set forth in the Sale Certificate.]

[Certain of the Bonds are subject to mandatory prior redemption as set forth in the Resolution and the Sale Certificate.]

Notice of redemption, unless waived, will be given by the Registrar as set forth in the Resolution. Notice of redemption having been given, the Bonds or portions thereof so called for redemption and for which payment has been provided shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions thereof shall cease to bear interest.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Bond must be registered in the name of the registered owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Resolution. No transfer of this Bond shall be valid unless made on the registration records



maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

The Bonds are issued by the District upon its behalf and upon the credit thereof for the purpose of defraying wholly or in part the cost of the Refunding Project as defined in the Resolution, all as more fully described in the Resolution, under the authority of and in full compliance with the Constitution and laws of the State and pursuant to the Resolution.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the District and SNWA in the issuance of this Bond; that the total indebtedness of the District, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or by the laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") against all the taxable property within the District sufficient to pay the principal of and interest on the Bonds (the "Bond Requirements") when the same become due (except to the extent other funds and revenues are available therefor), subject to the limitations imposed by the Constitution and by the statutes of the State; and that the full faith and credit of the District are hereby irrevocably pledged to the punctual payment of the Bond Requirements of this Bond according to its terms.

This Bond is issued pursuant to Chapter 167, Statutes of Nevada, 1947, as amended and supplemented; pursuant to Nevada Revised Statutes ("NRS") 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 as the Local Government Securities Law (the "Bond Act") and pursuant to NRS Chapter 348; and pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to Chapter 375B of NRS.

Payment of the principal and interest on the Bonds is additionally secured by a pledge of revenues, (herein, the "SNWA Pledged Revenues") derived by the District from SNWA, as more specifically provided in the Resolution.

The Bonds are equally and ratably secured by a lien on the SNWA Pledged Revenues, and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the SNWA Pledged Revenues, subject to the superior or parity liens of any obligations issued superior to or on a parity with the Bonds. Bonds and other securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the SNWA Pledged Revenues having a lien thereon subordinate and junior or on a parity to the lien or, subject to additional expressed conditions, having a lien thereon prior and superior to the lien of the Bonds, in accordance with the provisions of the Resolution.

Reference is made to the Resolution, the District Act, and to the Bond Act for an additional description of the nature and extent of the security for this Bond, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owner of this Bond with respect thereto, the terms and conditions

upon which this Bond is issued, and a statement of rights, duties, immunities, and obligations of the District, and other rights and remedies of the owners of this Bond.

To the extent and in the respects permitted by the Resolution, the provisions of the Resolution may be amended or otherwise modified by action of the District taken in the manner and subject to the conditions and exceptions prescribed in the Resolution. The pledge of SNWA Pledged Revenues under the Resolution may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Resolution or other instrument pertaining thereto against any individual member of the Board, or any officer or other agent of the District or SNWA, past, present, or future, either directly or indirectly through the Board, SNWA, or the District or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the Board of Directors of the Las Vegas Valley Water District in the County of Clark and State of Nevada, on behalf of the Southern Nevada Water Authority, has caused this Bond to be executed in its name with the manual or facsimile signature of the President of its Board of Directors, to be attested, signed and executed with a manual or facsimile signature of the Secretary of the Board of Directors, has caused a manual or facsimile impression of the seal of the District to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the District Treasurer, all as of \_\_\_\_\_, 2021.

LAS VEGAS VALLEY WATER DISTRICT

By: (Manual or Facsimile Signature)  
President, Board of Directors

Countersigned:

(MANUAL OR FACSIMILE DISTRICT  
SEAL)

(Manual or Facsimile Signature)  
District Treasurer

Attest:

(Manual or Facsimile Signature)  
Secretary, Board of Directors

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication and registration \_\_\_\_\_

This is one of the Bonds described in the within-mentioned Resolution, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.

By (Manual Signature)  
Authorized Signatory

(End of Form of Registrar's Certificate of Authentication for Bonds)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the District, in accordance with the terms of the Resolution authorizing the issuance of this Bond.

---

<u>Date of</u> <u>Prepayment</u>	<u>Principal</u>	Signature of Authorized Representative of DTC

(End of Form of Prepayment Panel)

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto the within Bond and hereby irrevocably constitutes and appoints attorney to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature(s) guarantee should be made by a  
guarantor institution participating in the  
Securities Transfer Agents Medallion Program

Name of Transferee:

Address of Transferee:

Social Security or other tax  
identification number of  
Transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever. NOTICE: TRANSFER FEES MUST BE PAID TO THE REGISTRAR IN ORDER TO TRANSFER OR EXCHANGE THIS BOND AS PROVIDED IN THE WITHIN-MENTIONED RESOLUTION.

SECTION 27. Continuing Disclosure Undertaking. The District covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the Continuing Disclosure Certificate in substantially the form now on file with the District, to be executed by the Chief Financial Officer or the General Manager and delivered in connection with the delivery of the Bonds.

SECTION 28. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Board shall reasonably determine that the Registrar or Paying Agent has become incapable of performing its duties hereunder, or that it is in the best interests of the District to replace the Paying Agent or Registrar, the Board may, upon notice mailed to each registered owner of the Bonds at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the District shall have the right to have the same institution serve as both Registrar and Paying Agent.

Any corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Resolution to the contrary notwithstanding.

SECTION 29. Deposit of Proceeds. When the Bonds have been issued, the Treasurer shall cause the proceeds of the Bonds to be applied as follows:

A. First, there shall either: (i) be transferred to the issuing and paying agent for the 2004 Notes an amount fully sufficient to pay and cancel the Refunded Notes on the date of issuance of the Bonds, or; (ii) if an Escrow Account is established, be transferred to the Escrow Agent an amount fully sufficient to defease the Refunded Notes on the date of issuance of the Bonds.

B. Second, the balance remaining after the deposit described above shall be set aside in a special account hereby created and designated as the “Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, Costs of Issuance Account” (the “Costs of Issuance Account”) to be used for the purpose of paying the cost of issuance of the Bonds (in an amount not to exceed \$500,000). After the Refunding Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Costs of Issuance Account shall be deposited into the Bond Fund hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 30. Use of Investment Gain. Pursuant to NRS 350.658, and except as may otherwise be required for deposit into the Rebate Account created herein, any gain from any investment and any reinvestment of any moneys accounted for in a fund pursuant to this Resolution, shall be deposited promptly upon the receipt of such gain at any time or from time to time into that fund. Nothing herein prevents the commingling of moneys accounted for in any two or more accounts or funds created herein or otherwise maintained by the District, for purposes of investment in any investments permitted under the laws of the State.

SECTION 31. Prevention of Bond Default. Subject to the provisions of Sections 33 and 36 hereof, the Treasurer shall use any Bond proceeds credited to the Costs of Issuance Account, without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Refunding Project. The Treasurer shall promptly notify the Board and the Board of Directors of the SNWA of any such use.

SECTION 32. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Refunding Project, or any part thereof, or to the proper completion of the Refunding Project. The Purchaser of the Bonds, any associate thereof, and any subsequent registered owner of any Bond shall in no manner be responsible for the application or disposal by the District, SNWA



or by any of their officers, agents and employees of the proceeds derived from the sale of the Bonds or of any other moneys herein designated.

SECTION 33. General Tax Levies. So far as possible, the Bond Requirements of the Bonds shall be paid from revenues received by the District from SNWA Pledged Revenues, and after the payment from such revenues of the annual debt service requirements and any sinking fund and reserve fund requirements of any Superior Lien Obligations of the District. However, pursuant to NRS 350.596, any sums falling due on the Bonds at any time when there are not on hand sufficient funds to pay such Bond Requirements, shall be paid out of a general fund of the District or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available from the Revenue Fund as defined herein) and available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there are hereby created separate accounts designated respectively as the “Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, Principal Account” (the “Principal Account”), and the “Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, Interest Account” (the “Interest Account;” collectively, the Principal Account and Interest Account are referred to herein as the “Bond Fund”). Pursuant to NRS 350.592 and 350.594, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the District fully sufficient, together with the revenue which will result from application of the rate to the net proceeds of minerals, to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installment of interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay and retire the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of the Bond Requirements. In the preparation of the annual budget or appropriation resolution for the District, the Board shall

first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the District, including, without limitation, the Bonds, subject to the limitation imposed by NRS 361.453 and Section 2, art. 10, of the State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the legally available revenues received by the District.

SECTION 34. Priorities for Bonds. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the District by all overlapping units within the boundaries of the District exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the District and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the District and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

SECTION 35. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds shall be kept in the Principal Account and in the Interest Account, which accounts shall be used for no other purpose than the payment of principal of and interest on the Bonds, respectively, as the same fall due.

SECTION 36. Use of General Fund and Other Funds. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from the general fund on hand belonging to the District, reimbursement to be made to the general fund in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596. Nothing in this Resolution prevents the District from applying any funds (other than General Taxes) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, mature, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 37. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Board annually, at the time and in the manner provided by law for levying other General Taxes of the District, if such action is necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Board shall require the officers of the District to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of and the interest on the Bonds. Such General Taxes, when collected, shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified.

SECTION 38. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements of the Bonds have been wholly paid.

SECTION 39. Pledge of Revenues. Subject only to the right of the District and the SNWA to cause amounts to be withdrawn to pay the cost of the Refunding Project and the costs of issuing the Bonds as provided herein, the SNWA Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Resolution, excluding, however, those funds held in the Escrow Account, if applicable, and the Rebate Account, are hereby pledged to secure the payment of the Bond Requirements of the Bonds; and this pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the District and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the District, except for any outstanding securities authorized, as herein provided, the liens of which on the SNWA Pledged Revenues are superior to or on a parity with the lien thereof of the Bonds; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District (except as herein otherwise provided) irrespective of whether such parties have notice thereof, the lien of this pledge for the Bonds, the Outstanding Parity Lien Obligations and any Parity Lien Obligations hereafter issued shall be equally and

ratably secured by the pledge of the SNWA Pledged Revenues hereunder, and the Bonds, the Outstanding Parity Lien Obligations and any Parity Lien Obligations hereafter issued are not entitled to any priority one over the other in the application of the SNWA Pledged Revenues.

SECTION 40. SNWA Funds. There is hereby continued in the Treasury of the District the SNWA Pledged Revenues Fund created by the District in a resolution adopted by the Board on July 5, 1995 and continued herein (the “Revenue Fund”). There is hereby created and established in the Treasury of the District additional special fund designated General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2021C, Rebate Account (the “Rebate Account”).

SECTION 41. Revenue Fund. All moneys received by the District from the SNWA pursuant to the SNWA Agreement and any other repayment agreement hereafter entered into between the SNWA and the District, which by its terms requires the District to deposit revenues received pursuant to that agreement in the Revenue Fund, shall be paid into the Revenue Fund, and no disbursements shall be made from the Revenue Fund except as provided in this Resolution.

SECTION 42. Superior Lien Bond Fund. First, payments shall be made, as necessary, from the Revenue Fund to any fund hereafter created to pay, when due, principal of and interest on any Superior Lien Obligations (including payments due on any Qualified Swap), together with any amount required to be paid to the United States in compliance with Section 148(f) of the Tax Code for the Superior Lien Obligations.

SECTION 43. Superior Lien Reserve Fund. Second, payments shall be made as required by any resolution authorizing the issuance of any Superior Lien Obligation to any reserve fund created for the Superior Lien Obligation.

SECTION 44. Bond Fund. Third, and concurrently with the transfers to the bond funds created with respect to the outstanding Parity Lien Obligations, the following transfers shall be made to the Bond Fund, on or before the date the District is required to transmit the corresponding payment to the Bondholders, to pay the principal of and interest on the Bonds together with any Parity Lien Obligations hereafter issued (including payments due on any Qualified Swap).

So long as any of the Bonds are outstanding, there shall be transferred to and placed in the Bond Fund (together with any other moneys from time to time available therefor

from whatever source): (i) a sum at least equal to the amount of the interest coming due on the Bonds on the first interest payment date of the Bonds, and semiannually thereafter, a sum equal to the amount necessary to pay the next maturing installment of interest on the Bonds; and (ii) a sum at least equal to the amount of the principal coming due on the Bonds on the first principal payment date of the Bonds, and annually thereafter, a sum equal to the amount necessary to pay the next maturing installment of principal of the Bonds then outstanding. The money credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as the Bond Requirements become due.

SECTION 45. Rebate Account. Fourth, and concurrently with transfers to the rebate accounts created with respect to the outstanding Parity Lien Obligations, there shall be credited to the Rebate Account and any rebate account hereafter created for any Parity Lien Obligations, such amounts as are required to be deposited in each and to the Rebate Account such amounts as are required to be deposited therein to meet the District's obligations under Covenant 5 contained in Section 54, hereof, in accordance with Section 148(f) of the Tax Code. Such deposits shall be made at such times as are required by Section 148(f) of the Tax Code and amounts in the Rebate Account shall be used for the purpose of making the payments to the United States required by Section 148(f) of the Tax Code. Any amounts in the Rebate Account in excess of those required to be on deposit therein may be withdrawn therefrom and deposited into the Revenue Fund.

SECTION 46. Termination of Deposits; Defraying Delinquencies.

A. No payment need be made into the Bond Fund if the amounts in the Bond Fund equal a sum at least equal to the entire amount of the outstanding Bonds as to all Bond Requirements to their respective maturities both accrued and not accrued, in which case moneys in such fund in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities from the time of any such investment to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Bond Requirements, shall be used, together with any such gain from such investments, solely to pay such Bond Requirements as the same become due.

B. If at any time (including a date on which a payment under a Qualified Swap is due) the District shall for any reason fail to pay into the Bond Fund or the Rebate Account the full amount above stipulated from the SNWA Pledged Revenues, then an

amount shall be paid first into the Bond Fund and second into the Rebate Account at such time equal to the difference between that paid from the SNWA Pledged Revenues and the full amount so stipulated, from the first SNWA Pledged Revenues available therefor. If securities (other than the Bonds) are outstanding, the payment of which are secured by a lien on the SNWA Pledged Revenues which lien is on a parity with the lien hereon of the Bonds, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a bond fund, reserve fund or rebate account therefor, then the moneys replaced in such bond fund, reserve fund or rebate account shall be replaced on a pro rata basis related to the principal amount of the then outstanding Bonds and the then outstanding other parity securities, as moneys become available therefor, first into all of such bond and reserve funds and second into all such rebate accounts.

SECTION 47. Lien of the Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the SNWA Pledged Revenues, subject to the parity liens of the outstanding Parity Lien Obligations, and subject to any liens on the SNWA Pledged Revenues of any future outstanding Superior Lien Obligations and Parity Lien Obligations of the District issued on behalf of SNWA.

SECTION 48. Issuance of Superior Lien Obligations or Parity Lien Obligations. Nothing herein prevents the issuance by the District of additional Superior Lien Obligations or Parity Lien Obligations nor prevents the issuance of bonds or other securities refunding all or a part of the Bonds, but before any such additional Superior Lien Obligations or Parity Lien Obligations are authorized or actually issued:

A. At the time of the adoption of the resolution authorizing the issuance of the additional Superior Lien Obligations or Parity Lien Obligations, the District shall not be in default in making any payments required into the debt service, sinking or reserve funds for any outstanding obligations secured with a lien on the SNWA Pledged Revenues; and

B. (1) The SNWA Pledged Revenues (subject to adjustment as hereinafter provided) derived in the fiscal year immediately preceding the date of issuance of the additional Superior Lien Obligations or Parity Lien Obligations shall have been at least sufficient to pay an amount equal to the combined maximum annual principal and interest requirements of the outstanding Bonds and any other outstanding Superior Lien Obligations and Parity Lien Obligations, and the obligations proposed to be issued; or

(2) The SNWA Pledged Revenues (subject to adjustment as hereinafter provided) projected by the District General Manager or an independent accountant or consulting engineer to be derived in the later of (i) the fiscal year immediately following the fiscal year in which the additional Parity Lien Obligations or Superior Lien Obligations are issued or (ii) the first fiscal year in which all principal and interest payable on the additional Parity Lien Obligations or Superior Lien Obligations to be paid from proceeds of the SNWA Pledged Revenues, will be sufficient to pay at least an amount equal to the principal and interest requirements (to be paid during that fiscal year) of the Bonds, any other outstanding Parity Lien Obligations and Superior Lien Obligations and the obligations proposed to be issued.

C. In any determination of whether or not additional parity securities may be issued in accordance with the foregoing earnings test (i) the respective annual principal (or redemption price) and interest requirements shall be reduced to the extent such requirements are scheduled to be paid with moneys held in trust or in escrow for that purpose by any trust bank within or without the State, including the known minimum yield from any investment in Federal Securities; and (ii) the respective annual principal and interest requirements shall be reduced to the extent of the amount of principal and interest of any outstanding securities with a term of one year or less which the General Manager or Chief Financial Officer of the District certifies are expected to be refunded. The certificate shall also provide an estimate of the debt service for the long-term refunding obligations that will refund the securities with the term of one year or less, calculated based on an interest rate equal to the “25 Bond Revenue Index” most recently published in The Bond Buyer prior to the date of certification.

D. For the purposes of Subsection B of this Section, if any Superior Lien Obligation or Parity Lien Obligation bears interest at a variable interest rate and is not covered by a Qualified Swap, the rate of interest used in the foregoing test shall be the lesser of the maximum permitted rate of interest on those Superior Lien Obligations or Parity Lien Obligations or a rate equal to the “25 Bond Revenue Index” as most recently published in The Bond Buyer prior to the date a firm offer to purchase the then proposed Superior Lien Obligations or Parity Lien Obligations is accepted by the District or if such index is no longer published such other similar long-term bond index as the District reasonably selects. In addition, any such variable interest rate securities must meet the requirements of the insurer of the Bonds, if any.

E. Termination payments due under a Qualified Swap Agreement must be subordinate to the payments of the Bond Requirements of any Bonds, unless all of the outstanding Bonds are insured by a bond insurer whose rating issued by S&P Global Ratings or Moody's Investors Service or both (whichever has a rating in effect for the outstanding Bonds) is equal to or better than the rating the Bonds would have without such insurance, and the insurer of the outstanding Bonds consents to the lien position of such termination payment prior to the execution of such Qualified Swap Agreement.

F. In connection with the authorization of any such additional securities the Board may on behalf of the District adopt any additional covenants or agreements with the holders of such additional securities; provided, however, that no such covenant or agreement may be in conflict with the covenants and agreements of the District herein. Any finding of the District to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the foregoing requirements have been met for purposes of this Resolution.

SECTION 49. Certification of Revenues. A written certification or written opinion based upon estimates, as provided above, that the annual revenues when adjusted as herein provided are sufficient to pay such amounts as provided in Subsection B of Section 48 hereof, shall be conclusively presumed to be accurate in determining the right of the District to authorize, issue, sell and deliver additional bonds, notes, or other additional securities on a parity with or superior to the Bonds.

SECTION 50. Subordinate Obligations Permitted Without Earnings Test. Nothing herein prevents the District from issuing additional bonds or other additional securities payable from the SNWA Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

SECTION 51. Superior Lien Obligations Permitted with Earnings Test. Nothing herein permits the District to issue additional bonds or additional securities payable from the SNWA Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds, unless the issuance of such bonds, notes, or additional securities meets the earnings test for issuance of Parity Lien Obligations listed above and meets any applicable earnings test required by any resolutions authorizing the issuance of any then outstanding Superior Lien Obligations.



SECTION 52. Issuance of Refunding Securities.

A. At any time after the Bonds, or any part thereof, are issued and remain outstanding, if the District shall find it desirable to refund any outstanding Bonds or other outstanding parity or subordinate securities, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the District's option upon proper call, unless the owner or owners of all such outstanding securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the SNWA Pledged Revenues is changed (except as provided in Section 52(D) hereof).

B. If so provided in the instrument authorizing the refunding securities, the refunding securities so issued shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

C. Any refunding bonds or other refunding securities payable from any SNWA Pledged Revenues shall be issued with such details as the Board may by resolution provide, subject to the provisions of this Section but without any impairment of any contractual obligation imposed upon the District by any proceedings authorizing the issuance of any unrefunded portion of the outstanding securities of any one or more issues (including, without limitation, the Bonds).

D. If only a part of the outstanding Bonds and other outstanding securities of any issue or issues payable from the SNWA Pledged Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

(1) Unless the refunding bonds or other refunding securities do not increase for any bond year the aggregate principal and interest requirements evidenced by the refunding securities and by the outstanding securities not refunded on and before the last maturity date or last redemption date, if any, whichever is later, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the SNWA Pledged

Revenues is not raised to a higher priority than the lien thereon of the Bonds or other securities thereby refunded; or

(2) Unless the lien on any SNWA Pledged Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

(3) Unless the refunding bonds or other refunding securities are issued in compliance with Section 48 hereof.

SECTION 53. Use of Proceeds. The proceeds of any additional bonds or other additional securities (other than any funding or refunding securities) payable from the SNWA Pledged Revenues shall be used only to pay the cost of a project, including incidental expenses, for the betterment, enlargement, extension, other improvement and equipment of water projects as permitted by Section 27 of the District Act.

SECTION 54. Protective Covenants. The District hereby particularly covenants and agrees with the registered owners of the Bonds and makes provisions which shall be a part of its contract with such registered owners to the effect and with the purposes set forth in the following provisions of this Section:

Covenant 1. Completion of Refunding Project. Immediately following delivery of the Bonds, the District shall commence the completion of the Refunding Project with all practical dispatch.

Covenant 2. Enforcement of Agreement with the SNWA. The District shall enforce the terms of the SNWA Agreement, and shall not consent to an amendment of that agreement which would reduce or delay the receipt of the SNWA Pledged Revenues by the District.

Covenant 3. Records and Accounts. The District will keep proper books of record and account, in accordance with sound accounting practice, in which complete and correct entries shall be made of the revenues received from the SNWA; which, shall at all times be subject to the reasonable inspection of the registered owner or owners of not less than ten percent (10%) in principal amount of the Bonds then outstanding or their representatives duly authorized in writing. The District will cause its records and accounts of the SNWA Pledged Revenues to be audited annually by an independent certified public accountant and will make available for inspection by the registered owners of such Bonds, at the office of the District

Treasurer in Las Vegas, Nevada, a copy of the report of such accountant, and will also, upon payment of a reasonable charge, furnish a copy thereof upon request to the registered owner of any Bond.

Covenant 4. No General Tax Priorities. The District will not issue any obligations having a priority over the Bonds for payment of principal and interest from General Taxes.

Covenant 5. Tax Covenant. The District covenants for the benefit of the registered owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the District or any facilities refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the District in fulfilling the above covenant under the Tax Code have been met.

Covenant 6. Qualified Swap Covenant.

A. At least 15 days in advance of entering into a Qualified Swap, the District will give written notice to Moody's Investors Service and S&P Global Ratings of such Qualified Swap and to provide Moody's Investors Service and S&P Global Ratings with the proposed documentation evidencing such Qualified Swap.

B. If a termination payment under a Qualified Swap is unconditionally due and payable in accordance with the terms of the Qualified Swap, and the District determines that payment of such termination payment on its due date would be unduly burdensome, the District will use its best efforts to issue bonds or other obligations and use the proceeds thereof for the purpose of paying such termination payment.

C. Any Qualified Swap entered into by the District will contain a provision requiring the Qualified Swap Provider to (i) maintain at least an "A" rating from S&P Global Ratings on its senior long-term debt obligations, or on the senior long-term debt obligations of the financial institution that guarantees the District's obligations under the

Qualified Swap, or (ii) to collateralize its obligations under the Qualified Swap in a manner reasonably acceptable to Moody's Investors Service and S&P Global Ratings.

SECTION 55. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the District has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the District shall have exercised or shall have obligated itself to exercise its prior redemption option. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the District and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this Section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owners of the Bond at the addresses last shown on the registration records for the Bond maintained by the Registrar.

SECTION 56. Remedies for Enforcement. In addition to all other remedies provided by law or in equity, any registered owner of a Bond of the District, including a trustee for such registered owners, shall have the right, subject to any contractual limitation binding upon such registered owners or trustee, and subject to the prior or superior rights of others:

A. By mandamus or other suit, action or proceedings, at law or in equity, to enforce his or her right against the District and the Board, including the right to require the District and the Board to fix and collect rates and charges adequate to carry out any agreement as to, or pledge of, the revenues produced by such rates or charges, and to require the District and the Board to carry out any other covenants and agreements with the registered owners of the Bonds and to perform its and their duties pursuant to law.

B. By action or suit in equity to enjoin any acts or things which may be unlawful or a violation of the rights of the registered owners of the Bonds.

C. By action or suit in equity to require the District to act as if it were the trustee of an express trust for the registered owners of the Bonds.

D. By suit, action or proceeding in court exercising equitable jurisdiction to obtain the appointment of a receiver of the enterprise in which the District is engaged or any part or parts thereof, who may enter and take possession of such utility or any part or parts thereof, including all property, land, property rights, easements and other adjuncts of the utility, and such receiver may operate and maintain the same, and collect and receive all revenues thereafter arising therefrom in the same manner as the District itself might do, and shall deposit all such moneys in a separate account or accounts and apply the same in accordance with the obligations of the District as the court shall direct; provided, however, no registered owner of a Bond, including a trustee for such registered owners, shall have the right to accelerate the principal of or interest on a Bond before its due date.

SECTION 57. Consents of Bondholders. No consent or notice to the registered owners of the Bonds is required for an amendment which cures any ambiguity, formal defect or omission herein, or which is not adverse to the Bondholders' interests. The consents of the registered owners of the Bonds provided for in Sections 57 to 65 inclusive hereof shall relate solely to the amendment, waiver or modification of covenants and provisions specified herein except as provided in Section 64 hereof. Any act relating to the amendment, waiver or modification of any of the said covenants or provisions consented to by the registered owners of the Bonds owning at least sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of outstanding Bonds, exclusive of Bonds, if any, owned by the District, shall be binding upon the registered owners of all of the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution or of the Bond Act, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after such consent relating to such specified matters has been given, no registered owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Board or any officer of the District from taking any action pursuant thereto.

SECTION 58. Calling Bondholders' Meeting. If the Board shall desire to obtain any consent described in Section 57 hereof, it shall duly adopt a resolution calling a meeting of the registered owners of the Bonds for the purpose of considering the action, the consent to which is desired.

SECTION 59. Notice of Meeting. Notice specifying the purpose, place, date and hour of such Bondholders' meeting shall be mailed by registered mail to each registered owner of the Bonds, such mailing to be not less than 60 days and not more than 90 days prior to the date fixed for the meeting. Such notice shall set forth the nature of the proposed action, consent to which is desired. The place, date and hour of holding such meeting and the date of mailing such notice shall be determined by the Board, in its discretion. The actual receipt by any registered owner of notice of any such meeting shall not be a condition precedent to the holding of such meeting and failure to receive such notice shall not affect the validity of the proceedings thereat. A certificate by the Secretary, approved by resolution of the Board, that the meeting has been called and that notice thereof has been given as herein provided shall be conclusive as against all parties and it shall not be open to any registered owner to show that he or she failed to receive notice of such meeting.

SECTION 60. Voting Qualifications. The person in whose name a Bond is registered shall be conclusively deemed the owner thereof for the purpose of voting.

SECTION 61. Issuer-Owned Bonds. The Board covenants that it will present at the meeting a certificate, signed and verified by the Registrar and by the Treasurer, stating the maturities of all Bonds owned by, or held for account of, the District, directly or indirectly. No person shall be permitted at the meeting to vote or consent with respect to any Bond appearing upon such a certificate, or any Bond which it shall be established at or prior to the meeting is owned by the District, directly or indirectly, and no such Bond (in this Resolution referred to as a "issuer-owned Bond") shall be counted in determining whether a quorum is present at the meeting.

SECTION 62. Quorum and Procedure. A representation of at least sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds then outstanding (exclusive of issuer-owned Bonds) shall be necessary to constitute a quorum at any meeting of the registered owners, but less than a quorum may adjourn the meeting, from time to time, and the meeting may be held as so adjourned without further notice, whether such adjournment shall

have been had by a quorum or by less than a quorum. The Board shall, by an instrument in writing, appoint a temporary chairman of the meeting, and the meeting shall be organized by the election of a permanent chairman and a secretary. At any meeting each registered owner shall be entitled to one vote for every \$5,000 principal amount of Bonds with respect to which he or she shall be entitled to vote as aforesaid, and such vote may be given in person or by proxy duly appointed by an instrument in writing presented at the meeting. The Board, by its duly authorized representative, may attend any meeting of the registered owners, but shall not be required to do so.

SECTION 63. Vote Required. At any such meeting held as aforesaid there shall be submitted for the consideration and action of the registered owners a statement of proposed action, consent to which is desired, and if such action shall be consented and approved by registered owners holding at least sixty-six and two-thirds percent (66-2/3%) in aggregate amount of the Bonds then outstanding (exclusive of issuer-owned Bonds) the chairman and the secretary of the meeting shall so certify in writing to the Board, and such certificate shall constitute complete evidence of consent of the registered owners under the provisions of this Resolution. A certificate signed and verified by the chairman and the secretary of any such meeting shall be conclusive evidence and the only competent evidence of matters stated in such certificate relating to proceedings taken at such meeting.

SECTION 64. Amendments.

A. This Resolution may be amended by the Board:

(1) Without the consent of or notice to the holders of the Bonds for the purpose of curing any ambiguity or formal defect or omission herein or to make any change herein which the Board determines does not materially, adversely affect the holders of any outstanding Bonds; and

(2) With the consent of the insurer of all of the Bonds, if any (as long as the insurer has not defaulted on its insurance policy with respect to such Bonds and only if the rating of the insurer issued by S&P Global Ratings or Moody's Investors Service or both, whichever has a rating in effect for the outstanding Bonds, is equal to or better than the rating the Bonds would have without such insurance), in connection with any other amendment.

B. No amendment to this Resolution shall permit without the consent of such insurer of the Bonds, if any, and registered owners of all Bonds adversely affected thereby:

(1) A change in the maturity or in the terms of redemption of the principal or any installment thereof of any outstanding Bond or any installment of interest thereon;

(2) A reduction in the principal amount of any Bond or the rate of interest thereon;

(3) A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the registered owners of which is required for any modification or amendment;

(4) The establishment of priorities as between Bonds issued and outstanding under the provisions of this Resolution; or

(5) The modification of or otherwise materially and prejudicially affecting the rights or privileges of the registered owners of less than all of the Bonds then outstanding.

C. Copies of any amendments to the Resolution consented to by the insurer of the Bonds must be sent to Moody's Investors Service and S&P Global Ratings.

#### SECTION 65. Maintenance of Escrow Account.

A. If applicable, the Escrow Account shall be maintained by the District in an amount at the time of the initial deposit therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Federal Securities, to pay the interest due in connection with the Refunded Notes, both accrued and not accrued, as the same becomes due up to and including the maturity date for the Refunded Notes; and to pay on such date the Refunded Notes, in accordance with the resolution authorizing the issuance of the Refunded Notes.

B. Moneys shall be withdrawn by the Escrow Bank from the Escrow Account in sufficient amounts and at such times to permit the payment without default of interest due in connection with the Refunded Notes. Any moneys remaining in the Escrow Account after



provision shall have been made for the payment in full of the Refunded Notes shall be applied to any lawful purpose of the District as the Board may hereafter determine.

C. If for any reason the amount in the Escrow Account shall at any time be insufficient for its purpose, the District shall forthwith from the first moneys available therefore deposit in such account such additional moneys as shall be necessary to permit the payment in full of the principal of and interest due in connection with the Refunded Notes as herein provided.

SECTION 66. Consent of All Owners. Notwithstanding anything contained in the foregoing provisions hereof, the terms and the provisions of this Resolution or of any instrument amendatory hereof or supplemental hereto and the rights and the obligations of the District and of the registered owners of the Bonds hereunder may be modified or amended in any respect upon the adoption by the District and upon the filing with the Secretary of an instrument to that effect and with the consent of the registered owners of all the then outstanding Bonds.

SECTION 67. Delegated Powers. The officers of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

A. The printing of the Bonds, including a statement of insurance, if applicable;

B. The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia,

(1) the signing of the Bonds,  
(2) the tenure and identity of the officials of the District,  
(3) the assessed valuation of the taxable property in and the indebtedness of the District,

(4) the exemption of interest on the Bonds from federal income taxation,

(5) the delivery of the Bonds, the deposit of the Bonds through The Depository Trust Company, and the receipt of the Bond purchase price, and

(6) if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The assembly and dissemination of financial and other information concerning the District and the Bonds, including, but not limited to, the deeming final of the Preliminary Official Statement and the execution of the final Official Statement relating to the Bonds;

D. The execution of any documentation required to accept the best bid for the Bonds; and

E. The completion and execution of any agreement between the District and the Paying Agent.

SECTION 68. Resolution Irrepealable. After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the District and the registered owners of the Bonds and shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 69. Repealer. All resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, bylaw or order, or part hereof, heretofore repealed.

SECTION 70. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 71. Effective Date. This Resolution shall be effective upon the adoption and approval by the Board.

INTRODUCED, ADOPTED AND APPROVED on this March 2, 2021.

[DISTRICT SEAL]

Attest:

---

John J. Entsminger, Secretary  
Las Vegas Valley Water District

---

Marilyn K. Kirkpatrick, President  
Las Vegas Valley Water District

STATE OF NEVADA       )  
                                      )  
COUNTY OF CLARK       ) ss.  
                                      )  
LAS VEGAS VALLEY       )  
WATER DISTRICT         )

I, John Entsminger, the duly chosen and qualified Secretary of the Las Vegas Valley Water District (the “District”), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution designated in Section 1 thereof by the short title “2021C SNWA Refunding Bond Resolution” adopted by the Board of Directors of the District (the “Board”) on March 2, 2021.

2. The original of the resolution has been approved and authenticated by the signatures of the President of the District and the Board and myself as Secretary of the District and the Board, and sealed with the seal of the District, and has been recorded in the minute book of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of the resolution as follows:

Those Voting Aye:	Marilyn Kirkpatrick
	Jim Gibson
	Justin Jones
	William McCurdy II
	Ross Miller
	Michael Naft
	Tick Segerblom

Those Voting Nay: \_\_\_\_\_

Those Abstaining: \_\_\_\_\_

Those Absent: \_\_\_\_\_

4. All members of the Board were given due and proper notice of the meeting.

5. Public notice of each meeting was given and the meeting was held and conducted in full compliance with the provisions of NRS 241.020 and, if applicable, any

emergency directives then in effect, as amended or extended. Unless such requirement was suspended by any emergency directive, a copy of the notice of each meeting was posted not later than 9:00 a.m. of the third working day before the meeting at:

- (a) By giving a copy of the notice to each member of the Board;
- (b) By posting a copy of the notice on the State of Nevada's website, the District's website, at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

- (i) Las Vegas Valley Water District  
1001 South Valley View Blvd.  
Las Vegas, Nevada 89107;
- (ii) Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155;
- (iii) Grant Sawyer State Office Building  
555 East Washington Avenue  
Las Vegas, Nevada 89101; and
- (iv) Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89101;

and

- (c) By giving a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in accordance with the provisions of Chapter 241 of NRS.

6. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit A.

7. Upon request, the District provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the Board for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this March 2, 2021.

---

John J. Entsminger, Secretary  
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)