



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

REGULAR MEETING
9:00 A.M. – DECEMBER 7, 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: November 30, 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.

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.

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 November 2, 2021.

CONSENT AGENDA Items 2 - 7 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 amended and restated agreement between Parsons Transportation Group Inc. and the District to provide professional services for implementation of a project management information system for an increased amount of \$800,000, resulting in a total amount not to exceed \$6,035,000.
3. *For Possible Action:* Approve and authorize the General Manager or designee to sign Change Order No. 7 to the Contract with Byrd Underground, LLC, to complete work in The Dales Subdivision for a Contract time extension of the final completion date by 73 calendar days.
4. *For Possible Action:* Approve and authorize the General Manager or his designee to sign Change Order No. 1 to the Contract with MMC, Inc., to construct the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station for a time extension of the final completion dates by 77 calendar days.

AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – DECEMBER 7, 2021

5. *For Possible Action:* Approve and authorize the General Manager or his designee to sign Change Order No. 1 to the Contract with Tand, Inc., for pipe replacements within Atlantic Street, Bourbon Way and Cameron Street for a time extension of the final completion date by 90 calendar days.
6. *For Possible Action:* Approve a second amendment to the existing employment agreement between John J. Entsminger and the District.
7. *For Possible Action:* Approve Board Policy 13 on General Manager Benefits.

BUSINESS AGENDA

8. *For Possible Action:* Approve and authorize the General Manager, or his designee, to sign a capital improvement grant agreement between the State of Nevada and the District for the Blue Diamond Water System rehabilitation efforts; accept grant funding in the amount of \$452,230; and authorize the General Manager, or his designee, to sign future modifications that do not fiscally impact the District.
9. *For Possible Action:* Adopt a resolution notifying the Clark County Debt Management Commission of the District's proposal to borrow money by issuing general obligation bonds, additionally secured by pledged revenues, in the maximum aggregate principal amount of \$80,000,000 and providing certain details in connection therewith.
10. *For Possible Action:* Adopt a resolution authorizing the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement Bonds, Series 2022A in the maximum aggregate principal amount of \$350,000,000 for the purpose of financing water projects for the Southern Nevada Water Authority.

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
NOVEMBER 2, 2021
MINUTES**

CALL TO ORDER 9:00 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, Doa Ross, Kevin Bethel, Greg Walch

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

Ed Uehling, Las Vegas, provided a letter to the Board concerning agenda item #7 and summarized it during public comment. His letter is attached to these minutes.

Mike Walter, 1325 Los Meadows Drive, discussed a proposal he sent to the Board of County Commissioners about the County's Wetlands Park and development within that area.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of September 21, 2021. The motion was approved.

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. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for construction of water facilities as part of the Las Vegas Boulevard Improvements Phase E and F Project for an amount not to exceed \$13,816,934.**
- 3. Approve and authorize the President to sign an amendment to the Self-Funded Group Medical and Dental Benefits Preferred Provider Organization (PPO) Plan among Clark County, the Clark County Water Reclamation District, the University Medical Center of Southern Nevada, the Las Vegas Convention and Visitors Authority, the Las Vegas Valley Water District, the Clark County Regional Flood Control District, the Regional Transportation Commission of Southern Nevada, the Southern Nevada Health District, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department and the Moapa Valley Fire Protection District adopting an amended Self-Funded Group Medical and Dental Benefits PPO Plan, effective January 1, 2022.**
- 4. Approve and authorize the President to sign the Self-Funded Group Medical and Dental Benefits Exclusive Provider Organization (EPO) Plan among Clark County, the Clark County Water Reclamation District, the University Medical Center of Southern Nevada, the Las Vegas Convention and Visitors Authority, the Las Vegas Valley Water District, the Clark County Regional Flood Control District, the Regional Transportation Commission of Southern Nevada, the Southern Nevada Health District, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department and the Moapa Valley Fire Protection District adopting the Self-Funded Group Medical and Dental Benefits EPO Plan, effective January 1, 2022.**

5. **Approve and authorize the President to sign an amendment to the Interlocal Agreement among Clark County, the Clark County Water Reclamation District, the University Medical Center of Southern Nevada, the Las Vegas Convention and Visitors Authority, the Las Vegas Valley Water District, the Clark County Regional Flood Control District, the Regional Transportation Commission of Southern Nevada, the Southern Nevada Health District, the Henderson District Public Libraries, the Mount Charleston Fire Protection District, the Las Vegas Metropolitan Police Department and the Moapa Valley Fire Protection District establishing the rates for the Self-Funded Group Medical and Dental Benefits Plans, effective January 1, 2022.**

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

BUSINESS AGENDA

6. **Approve a resolution authorizing the submission of a grant proposal to the Bureau of Reclamation's WaterSMART Drought Response Program seeking \$732,684 toward a two-year project to construct a new well at the Fort Apache Reservoir site.**

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

7. **Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for design and construction of the 4125 Zone South Reservoir Inlet/Outlet Pipeline.**

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

8. **Consent to the Southern Nevada Water Authority granting a parity lien on certain Authority water revenues for payment of the Southern Nevada Water Authority, Water Revenue Refunding Bonds, Series 2022, in the maximum aggregate principal amount of \$85,000,000 to be sold to the Clark County Bond Bank.**

John Entsminger, General Manager, stated that this bond refunding is estimated to save approximately \$16 million.

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

9. **Accept the Las Vegas Valley Water District's Annual Financial Report, including the corresponding Independent Auditors' Report on Financial Statements and Other Supplementary Information, for the Fiscal Year ended June 30, 2021, and authorize its submission to the Nevada Department of Taxation.**

Kevin Bethel, Chief Financial Officer, presented the District's Annual Financial Report. He stated that in the auditor's required communications, one uncorrected misstatement was identified related to a customer's accounts receivable balance. He stated that this adjustment will be corrected in fiscal year 2022 and that the auditor, BDO, agrees with the assessment. Vice President Gibson spoke on the identified misstatement and commented that it was a legal and timing issue that had to do with the negotiation and collection of funds from a defaulted customer.

FINAL ACTION: A motion was made by Vice President Gibson to accept the District's Annual Financial Report. The motion was approved.

10. **Conduct a public hearing regarding the issuance of General Obligation (Limited Tax) Water Bonds (additionally secured by SNWA pledged revenues) in the maximum aggregate principal amount of \$350,000,000 for the purpose of financing water projects for the Southern Nevada Water Authority.**

Mr. Entsminger stated that this item has already been before the board and was presented to the Debt Management Commission. He added that these bonds are for the Southern Nevada Water Authority's (SNWA) approved Major Construction and Capital Plan.

Ed Uehling, Las Vegas, sought confirmation that these funds will not be co-mingled with other infrastructure funding.

NO ACTION NECESSARY

11. Conduct a Public Hearing to consider and adopt Service Rule changes supporting regional conservation goals, including prohibiting the use of Colorado River Water for new golf courses, imposing charges and fees for water theft, and other clarifying revisions.

Mr. Entsminger stated that there are additional conservation measures that will need to be considered by the community, and many are reflected in these Service Rule changes. He added that there will be other steps and conservation recommendations that will come before the Board in early 2022. Director Segerblom acknowledged that there will be no new golf courses constructed that will use Colorado River water.

Ed Uehling, Las Vegas, requested to know what amount of water is involved in water theft. He added that he believes item #7 allows for a different type of theft.

President Kirkpatrick stated that many developers pay for reservoirs and pumps, as well as connection fees. Mr. Entsminger added that Howard Hughes is responsible for the capital improvement payments necessary for their Summerlin developments, and each new home pays a connection charge. He also noted that within new construction, the average monthly consumption is approximately 10,000 gallons and at least 60 percent of that is used indoors and returned to Lake Mead for return flow credits. President Kirkpatrick expects to look at additional conservation efforts moving forward. Mr. Entsminger stated that this is in addition to AB356, and he expects the Nonfunctional Turf Removal Advisory Committee to be making its recommendation to the SNWA Board in January 2022. President Kirkpatrick also requested an informational webinar be provided on septic systems after the new year.

FINAL ACTION: A motion was made by Director Jones to adopt the Service Rule changes. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling, Las Vegas, stated that there is a disparity of water and resources used across the Las Vegas valley, and thus rates should be adjusted.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:29 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.

Public Comment provided by Ed Uehling, received on 11/2/21 and included in the minutes as required by Nevada's Open Meeting Law

November 2, 2021

To: Marilyn Kirkpatrick, Chair of the Board of County Commissioners

From: Ed Uehling 702-808-6000 ed.uehling@yahoo.com

For years I have been questioning the penchant of our water authorities to “conserve water!!” Just imagine the scenario all of us are stirred by our fear-mongering water managers to fear: Even if rain and snow stopped falling in the entire Colorado River Basin and the river were to dry up and stop running completely, Las Vegas and Nevada will still have monopoly access to a 10-year supply behind the Dam. The other 6 states and Mexico, except perhaps of a couple towns sitting next to Lake Powell, would have zero access to water in that very unlikely scenario.

Finally, a few months ago, Mr. Entsminger let the cat out of the bag: the purpose of his agencies’ “conservation” fixation is to “provide future water needs of Las Vegas”. Item number 7 in today’s agenda is the realization of his “dream”: The tens of thousands of acre-feet of water he has “conserved” by ripping up vegetation in the older urban areas of Clark County (particularly on the East side of the Valley) is going to be transported and pumped 2000 thousand feet higher for the purpose of enriching the Hughes Corporation through public policy.

Sometimes the English language proves itself inadequate for describing certain situations. In this case the “public” “servants” of 2 government agencies have spent tens of millions of water customers’ dollars to cajole, threaten, and deceive those same, mostly minority water customers into destroying the remainder of their own “well-being” so that favored (i.e., wealthy, and “influential” and usually “white”) segments of society can literally steal by government mandate what serves as the continuation of decades of racist and xenophobic policies.

The English word to describe this behavior is “shameless”. However, this adjective lacks force sufficient to describe what the designers of Item #7 are REALLY doing. The Spanish phrase, which is both adjective and noun, “sin vergüenza” (“totally lacking in shame”), draws a more adequate description of the people and their institutions which cry “CONSERVATION” in every ad and mailing and interview from the one side of their mouths while from the other side they:

- Steal the water used by as many as 25 households merely to provide the 40,000 gallons of water per month Item #7 allocates to each Hughes single-family household.
- Charge eastside apartment dwellers (50%+ minority) \$25 for their first 5000 gallons vs. \$5 for the same quantity they charge single-family households in Summerlin, even though the cost of pumping the water to Summerlin is vastly greater.
- Disgracefully force Eastside households to subsidize Hughes SFRs.
- Charge eastside households as much as \$15/month, sometimes for decades, for “infrastructure” charges (\$1800/year, \$1800/decade) even though Hughes and other

Public Comment provided by Ed Uehling, received on 11/2/21 and included in the minutes as required by Nevada's Open Meeting Law

developers benefit most from the infrastructure and other charges ripped from eastside dwellers.

- Hand the new homeowner in Summerlin, who has paid ZERO dollars for infrastructure prior to buying the home, most of the \$1800 ripped from the pockets of water customers who can only dream of owning an SFR in Summerlin.
- Continue the hypocrisy contained in the documentation which states that this enormous quantity of water has not been promised to Hughes, when everyone knows that it has been promised

ITEM #7 IS WIN, WIN, WIN FOR HUGHES AND OTHER DEVELOPERS OF SPRAWL AND LOSE, LOSE, LOSE FOR OLDER NEIGHBORHOODS FROM DAY ONE.

Most of us have the image that Hughes Corporation is a model of decency and fairness, so it is very disappointing to witness it operating with the same avarice as the casino cartel. A “yes” vote for this predatory item merits the label “sin vergüenza”. However, it is unfortunately consistent with the war that the State and County have launched against the citizenry (particularly that segment that is less wealthy and lacking in influence and ability to buy influence and that happens to live on the Eastside).

And, peering into the future, one can bet that all of us— not just the sprawlers like Hughes who make money jamming the roads—will be forced to pay the billions of dollars that widened freeways will cost.

This item is a disgrace, racist, xenophobic and should not be passed. It forces the least wealthy to subsidize one of the biggest corporations in the country, not only from the past, but also in the present and foreseeable future.

EXHIBIT 2

3895 Pressure Zone			
TYPE OF LAND USE	GROSS ACRES	UNITS	MAXIMUM DAY DEMAND (G.P.M.)
Single-Family Residential	878	4,259	5,044
Multi-Family Residential	27	250	273
Commercial	75	NA	352
Schools	71	NA	167
Hotel Casino	31	622	318
Park	1000	NA	483
TOTAL	2,082	5,131	6,637
Maximum Fire Flow Requirement is 6,000 gpm @ 36 psi			

4125 Pressure Zone			
TYPE OF LAND USE	GROSS ACRES	UNITS	MAXIMUM DAY DEMAND (G.P.M.)
Single-Family Residential	815	2,480	4,208
Commercial	30	NA	136
Hotel Casino	10	204	104
Park	40	NA	194
TOTAL	895	2,684	4,642
Maximum Fire Flow Requirement is 6,000 gpm @ 36 psi			

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

December 7, 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 an amended and restated agreement between Parsons Transportation Group Inc. and the District to provide professional services for implementation of a project management information system for an increased amount of \$800,000, resulting in a total amount not to exceed \$6,035,000.

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 Agreement No. 0079.0 with Parsons Transportation Group Inc (Parsons) for professional services required to support staff with implementation of a project management information system (PMIS) for more efficient project delivery through improved cost forecasting, design management, construction management, and cost and schedule management for the amount of \$4,600,000. On March 2, 2021, the Board approved Amendment No. 1 for additional professional services that were not previously included for an increased amount of \$635,000.

If approved, the attached Amended and Restated Agreement would provide for continued professional services to include system optimization, contract administration support and project dashboard development, as well as new services required for the implementation of training software and development of standard operating procedures consistent with the new business processes of the PMIS. These additional services would increase the agreement by an amount not to exceed \$800,000, increasing the total not-to-exceed amount to \$6,035,000.

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.

JJE:DJR:PJJ:GN:db

Attachments: Disclosure, Agreement

AGENDA
ITEM #

2



Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Publicly Traded Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	26
Corporate/Business Entity Name:	Parsons Corporation
Doing Business As:	Parsons Transportation Group Inc.
Street Address:	100 M Street SE
City, State, and Zip Code	Washington, DC 20003
Website:	www.parsons.com
Contact Name:	Robert McCarthy
Contact Email:	rob.mccarthy@parsons.com
Telephone No:	202-775-3300
Fax No:	202-775-3342

Nevada Local Business Information (if applicable)

Local Street Address:	7450 Arroyo Crossing Parkway, Suite 180
City, State, and Zip Code	Las Vegas, NV 89113
Local Website:	www.parsons.com
Local Contact Name:	Kevin Ulrey
Local Contact Email:	kevin.ulrey@parsons.com
Telephone No:	702-334-6548
Fax No:	702-822-3320

Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relating that information should be included in lieu of listing the parties)*

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.

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.

No Ownership More than Five Percent (5%) Statement: *(if applicable)*

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?	Yes	More than ten Owners?	
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Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Parsons Construction Group	Parent Company	
Parsons Corporation	Ultimate Parent	
100% ESOP, No one Employee owns more than	1/2 of 1% (0.5%)	

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Rob McCarthy
Signer Title:	Vice President
Signer Email:	Rob.McCarthy@parsons.com
Signed Date:	2021-11-03

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **X** No Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

Gina Neilson
Signature

Gina Neilson
Print Name/Title

11/03/2021
Date

Report Name : Management Structure

Filtered By : --

Exported By : Blade Metzger

Exported On : 11/4/2021

Entity Name: Parsons Transportation Group Inc.

Name	Title	Title Role	Role Start	Last Elected
Ball, George L.	Director	Director	1/1/2019	5/21/2019
Kolloway, Michael R.	Director	Director	11/14/2017	5/21/2019
Torrellas, Peter	President	Officer	10/4/2021	--
Adams, Garold B.	Executive Vice President	Officer	10/1/2009	5/21/2019
Ball, George L.	Executive Vice President	Officer	5/20/2008	5/21/2019
Beach, Matthew	Executive Vice President	Officer	2/16/2019	5/21/2019
Fialkowski, Mark C.	Executive Vice President	Officer	2/16/2019	5/21/2019
Moretta, Jon	Executive Vice President	Officer	2/16/2019	5/21/2019
Ahmed, Haroon	Senior Vice President	Officer	4/7/2020	--
Boson, Martin	Senior Vice President	Officer	3/4/2017	5/21/2019
Briggs, Mark	Senior Vice President	Officer	5/13/2020	--
Brooks, Patrick C.	Senior Vice President	Officer	3/8/2017	5/21/2019
Campbell-Wilson, Catherine	Senior Vice President	Officer	6/20/2020	--
Cronin-North, Mary	Senior Vice President	Officer	1/4/2021	--
Henderson, Richard M.	Senior Vice President	Officer	4/12/2020	--
Kolloway, Michael R.	Senior Vice President	Officer	8/25/2016	5/21/2019
Liu, Andrew H.	Senior Vice President	Officer	10/5/2018	5/21/2019
Magestad, Nathan L.	Senior Vice President	Officer	4/29/2019	5/21/2019
Marocco, Peter	Senior Vice President	Officer	12/29/2015	5/21/2019
Maurath, Lisa	Senior Vice President	Officer	10/24/2018	5/21/2019
Meifert, John J.	Senior Vice President	Officer	3/9/2018	5/21/2019
Minassian, Nerces S.	Senior Vice President	Officer	6/1/2011	5/21/2019
Pereira, Nuno V.	Senior Vice President	Officer	6/20/2020	--
Radeloff, Dean F.	Senior Vice President	Officer	4/28/2017	5/21/2019
Shelor, III William C.	Senior Vice President	Officer	--	5/21/2019
Smith, Steven P.	Senior Vice President	Officer	3/7/2015	5/21/2019
Urgen, Aykut	Senior Vice President	Officer	3/10/2016	5/21/2019
Welch, Gregg A.	Senior Vice President	Officer	10/8/2014	5/21/2019
Advani, Pierre	Vice President	Officer	3/4/2017	5/21/2019
Ahmed, Ali	Vice President	Officer	12/9/2019	--
Ariza, Rodrigo	Vice President	Officer	3/8/2018	5/21/2019
Armstrong, Scott	Vice President	Officer	1/7/2015	5/21/2019
Astell, Nigel	Vice President	Officer	10/1/2014	5/21/2019
Averkamp, Joseph J.	Vice President	Officer	1/15/2018	5/21/2019
Ayala, David M.	Vice President	Officer	3/10/2016	5/21/2019
Barker, Julia K.	Vice President	Officer	2/16/2019	5/21/2019
Barta, Rena	Vice President	Officer	4/20/2020	--
Bergstrom, Todd	Vice President	Officer	5/29/2020	--
Betancourt, Jose	Vice President	Officer	4/10/2018	5/21/2019
Bhattacharyya, Saurabh	Vice President	Officer	3/4/2017	5/21/2019
Braband, Elizabeth	Vice President	Officer	8/31/2020	--

Brahm, Joseph	Vice President	Officer	9/21/2017	5/21/2019
Bruschi, Maria G.	Vice President	Officer	3/8/2014	5/21/2019
Burgess, Nathan E.	Vice President	Officer	5/14/2019	5/21/2019
Butler, Michael	Vice President	Officer	12/29/2015	5/21/2019
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	5/21/2019
Colangelo, Lori	Vice President	Officer	2/20/2020	--
Condell, Seth	Vice President	Officer	6/20/2020	--
Cordone, Leslie	Vice President	Officer	3/4/2017	5/21/2019
Cowan, Darcy R.	Vice President	Officer	3/8/2018	5/21/2019
Curry, Kenneth	Vice President	Officer	9/21/2017	5/21/2019
Dalvi, Ashay V.	Vice President	Officer	7/23/2015	5/21/2019
Darnall, Anne M.	Vice President	Officer	3/14/2013	5/21/2019
Dickman, Paul A.	Vice President	Officer	2/12/2016	5/21/2019
Elkey, William E.	Vice President	Officer	3/8/2014	5/21/2019
Evenson, Kathleen L.	Vice President	Officer	8/9/2014	5/21/2019
Fielder, Jeffrey A.	Vice President	Officer	3/1/2011	5/21/2019
Gardener, Gretchen	Vice President	Officer	7/5/2021	--
Gastoni, Vincent T.	Vice President	Officer	3/7/2015	5/21/2019
Grebner, Timothy R.	Vice President	Officer	3/10/2016	5/21/2019
Green, Shelley D.	Vice President	Officer	3/28/2016	5/21/2019
Harrison, Gerald M.	Vice President	Officer	4/1/2009	5/21/2019
Haven, Wendimarie	Vice President	Officer	6/1/2017	5/21/2019
Ho, Benjamin	Vice President	Officer	6/6/2019	--
Horton, Ted	Vice President	Officer	2/27/2021	--
Hsu, Chia-Pin	Vice President	Officer	8/16/2021	--
Jenkins, Alexander	Vice President	Officer	8/16/2021	--
Johnson, Chris A.	Vice President	Officer	3/14/2012	5/21/2019
Kamath, Satish	Vice President	Officer	6/23/2008	--
Kierod, Michael R.	Vice President	Officer	3/1/2011	5/21/2019
Kishel, Jeffery	Vice President	Officer	10/30/2018	5/21/2019
Kruger, Dawn M.	Vice President	Officer	3/5/2016	5/21/2019
LaChapelle, Timothy	Vice President	Officer	10/12/2021	--
Legeron, Frederic P.	Vice President	Officer	3/7/2015	5/21/2019
Lukasik, Daniel	Vice President	Officer	9/21/2017	5/21/2019
Magliola, Robert A.	Vice President	Officer	3/4/2017	5/21/2019
Mallare, Melchor	Vice President	Officer	7/21/2014	5/21/2019
Marcello, Anthony	Vice President	Officer	--	--
Markt, David	Vice President	Officer	3/2/2020	--
McAlpin, Rick	Vice President	Officer	9/13/2021	--
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	5/21/2019
Michael, Joel	Vice President	Officer	3/29/2021	--
Moynier, John	Vice President	Officer	10/18/2021	--
Newton, Nigel	Vice President	Officer	11/21/2011	--
Ng, Simon	Vice President	Officer	3/4/2017	5/21/2019
Nicaise, Steven G.	Vice President	Officer	3/8/2014	5/21/2019
Nicholson, Ronaldo T.	Vice President	Officer	4/28/2014	5/21/2019
Nuevo, Mario	Vice President	Officer	3/10/2016	5/21/2019
Ogunsola, Ade	Vice President	Officer	3/10/2016	5/21/2019

Ostfeld, Eric	Vice President	Officer	2/4/2020	--
Pape, Scott	Vice President	Officer	4/19/2021	--
Peterson, Mark W.	Vice President	Officer	3/4/2003	5/21/2019
Pines, Derek	Vice President	Officer	2/16/2019	5/21/2019
Poplai, Pratima D.	Vice President	Officer	2/16/2019	5/21/2019
Rajpurkar, Amar	Vice President	Officer	9/27/2017	5/21/2019
Redman, Eric M.	Vice President	Officer	1/3/2018	5/21/2019
Saad, Samuel J.	Vice President	Officer	6/17/2016	5/21/2019
Schmidt, Rhett L.	Vice President	Officer	6/26/2014	5/21/2019
Seals, Bernard E.	Vice President	Officer	4/1/2007	5/21/2019
Shafer, Gregory H.	Vice President	Officer	4/1/2008	5/21/2019
Shank, Brett	Vice President	Officer	12/30/2019	--
Simonton, Christine	Vice President	Officer	9/21/2017	5/21/2019
Spoth, Thomas P.	Vice President	Officer	3/20/2005	5/21/2019
Strong, John D.	Vice President	Officer	2/27/2017	5/21/2019
Tenney, Sean P.	Vice President	Officer	11/20/2018	5/21/2019
Travis, Keith A.	Vice President	Officer	3/14/2013	5/21/2019
Ungar, Howard B.	Vice President	Officer	4/1/2008	5/21/2019
Virding, Tom	Vice President	Officer	9/20/2021	--
Wade, Joshua S.	Vice President	Officer	2/16/2019	5/21/2019
Walsh, Patricia	Vice President	Officer	7/8/2014	5/21/2019
Walter, Stephen C.	Vice President	Officer	4/19/1995	5/21/2019
Williams, Donna N.	Vice President	Officer	6/28/2017	5/21/2019
Zeini, Abdullah M.	Vice President	Officer	6/2/2021	--
Kolloway, Michael R.	Secretary	Officer	8/26/2016	5/21/2019
Dalvi, Ashay V.	Assistant Secretary	Officer	7/23/2015	5/21/2019
Dooley, William	Assistant Secretary	Officer	4/6/2020	--
Green, Shelley D.	Assistant Secretary	Officer	3/28/2016	5/21/2019
Haines, Steven R.	Assistant Secretary	Officer	10/17/2018	5/21/2019
Litman, Steven S.	Assistant Secretary	Officer	7/22/2019	5/21/2019
Muse, Philip	Assistant Secretary	Officer	4/1/2021	--
Pieczonka, Wlodzimierz	Assistant Secretary	Officer	4/19/2019	5/21/2019
Reed, Paul	Assistant Secretary	Officer	12/11/2019	--
Saad, Samuel J.	Assistant Secretary	Officer	5/15/2017	5/21/2019
Williams, Carlton E.	Assistant Secretary	Officer	5/8/2010	5/21/2019
Zeini, Abdullah M.	Assistant Secretary	Officer	12/11/2019	--
Green, Shelley D.	Treasurer	Officer	3/31/2016	5/21/2019
Dalvi, Ashay V.	Assistant Treasurer	Officer	7/23/2015	5/21/2019
Khawaja, Suad Mousa F.	Commercial Vice President	Commercial Vice President	11/10/2014	5/21/2019
Kobrosly, Nabil M.	Commercial Vice President	Commercial Vice President	11/10/2014	5/21/2019

AMENDED AND RESTATED AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Amended and Restated Agreement (“Agreement”) is made and entered into by and between Parsons Transportation Group 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 December 4, 2018, CONSULTANT and DISTRICT entered into an Agreement to Provide Professional Services related to the implementation of a Project Management Information System (“Original Agreement”). On March 2, 2021, Amendment No.1 to the Original Agreement was executed to revise the Scope of Work and Limitation on Costs. For the purposes of this Agreement, the Effective Date of the Original Agreement remains in effect,

WHEREAS, the Parties desire to further amend the Original Agreement to provide for continued professional services, 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 amend and restate the Original Agreement as follows:

1. SCOPE OF SERVICES:

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

2. PERIOD OF PERFORMANCE:

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

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.
- 3.3. DISTRICT shall pay invoiced amounts from CONSULTANT based on tasks completed as set forth in **Exhibit A** and in compliance with **Exhibit B** 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 \$6,035,000.

5. RESPONSIBILITIES OF CONSULTANT:

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

- 5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6. RESPONSIBILITIES OF DISTRICT:

- 6.1. DISTRICT agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.
- 6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Gina Neilson, Engineering, telephone number (702) 862-3434 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- 6.3. DISTRICT shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- 6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

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

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

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

9. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

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

- 9.1. All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- 9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to DISTRICT.
- 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product and to allow DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.

- 9.3. CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute DISTRICT's Right in and to the Work Product.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to DISTRICT all of CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by DISTRICT, for DISTRICT's own use and benefit and for the use and benefit of DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by CONSULTANT if this sale, conveyance, transfer and assignment had not been made. Notwithstanding language to the contrary in Article 9 or 10, in consideration of CONSULTANT Services or the Work, the DISTRICT grants CONSULTANT an irrevocable, perpetual, worldwide license to use or modify the deliverables or other materials included in the Work Product. The CONSULTANT will have no obligation to pay royalties to the DISTRICT for the use of the license.

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. INDEMNIFICATION:

CONSULTANT shall indemnify, hold harmless, and defend without cost to DISTRICT, its Board of Directors and its officers, agents, and employees (“DISTRICT Parties”), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to CONSULTANT’s provision of Services or Work under this Agreement. This indemnification includes, but is not limited to, 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; negligence, whether active, passive or contributory, of DISTRICT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. 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 DISTRICT Parties by giving written notice of the assumption to CONSULTANT. DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified 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 DISTRICT Parties applies to all insurance policies of CONSULTANT, whether primary, excess or umbrella coverage is provided to CONSULTANT.

16. INSURANCE:

16.1. General:

16.1.1. 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.

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

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

16.1.3. 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.

16.1.4. 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.

- 16.1.5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of DISTRICT.

16.2. Evidence of Insurance:

- 16.2.1. 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.
- 16.2.2. 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.
- 16.2.3. Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.
- 16.2.4. 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.

16.3. Insurance Coverages:

- 16.3.1. 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.
- 16.3.2. 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.
- 16.3.3. 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.
- 16.3.4. 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.
- 16.3.5. 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.

17. 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.

18. 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.

19. DATA PRIVACY AND SECURITY:

19.1. During the course of this Agreement, CONSULTANT will create, receive or have access to the AUTHORITY's Facility Information. Facility Information means drawings, maps, plans or records that reveal the AUTHORITY's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the AUTHORITY. Facility Information is deemed to be Confidential Information of the AUTHORITY.

19.2. CONSULTANT shall:

- 19.2.1. Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- 19.2.2. Not create, collect, receive, access, or use Facility Information in violation of law;
- 19.2.3. Use and disclose Facility Information solely and exclusively for the purposes for which the Facility Information, or access to it, is provided pursuant to the terms and conditions of this Agreement;

- 19.2.4. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the AUTHORITY without the AUTHORITY's prior written consent; and
- 19.2.5. Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the AUTHORITY's prior written consent. Authorized Persons means CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable CONSULTANT to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement.
- 19.3. Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by CONSULTANT or by the AUTHORITY to the extent that CONSULTANT has access to the AUTHORITY's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.
- 19.4. CONSULTANT shall:
- 19.4.1. To the extent that CONSULTANT becomes aware of a Security Breach, CONSULTANT shall notify the AUTHORITY of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the engineer and contractor Type becomes aware of it, by telephone at the following number: 702-822-8390 and by email to james.curbeam@lvvwd.com and brent.gunson@lvvwd.com, with a copy by email to the AUTHORITY's contacts listed in the Notices Section below;
- 19.4.2. To the extent that CONSULTANT has involvement in a Security Breach, CONSULTANT shall at its own expense, coordinate and fully cooperate with the AUTHORITY in the AUTHORITY's handling of the matter;
- 19.4.3. Use its best efforts to immediately contain and remedy any Security Breach involving CONSULTANT and prevent any further Security Breach;
- 19.4.4. Maintain and preserve all documents, records, and other data related to any Security Breach involving CONSULTANT; and
- 19.4.5. Reimburse the AUTHORITY for all actual costs incurred by the AUTHORITY in responding to and mitigating damages caused by any Security Breach to the extent that the Security Breach was caused by the CONSULTANT or its employees, but in no circumstances shall CONSULTANT be liable for damages exceeding the total amount paid by the AUTHORITY to CONSULTANT under this Agreement.
- 19.5. CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the AUTHORITY irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the AUTHORITY is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the AUTHORITY may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- 19.6. CONSULTANT has completed and provided to AUTHORITY the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. CONSULTANT agrees to maintain a comparable or better information security program throughout the course of this Agreement that is reviewed for new risk assessments at least annually.
- 19.7. CONSULTANT shall implement the administrative, physical and technical safeguards disclosed in the System Access Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc. or its successor

organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, and shall ensure that all such safeguards, including the manner in which Facility 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.

20. 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.

21. 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.

22. 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.

23. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

23.1. 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.

23.2. 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.

24. EQUAL EMPLOYMENT OPPORTUNITY:

24.1. 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.

24.2. 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.

25. APPLICABLE LAW:

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

26. VENUE:

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

27. 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.

28. 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.

29. 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.

30. CAPTIONS:

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

31. 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.

32. 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.

33. 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: Parsons Transportation Group Inc.
Attention: Mehrshad Azad
100 West Walnut Street
Pasadena, California 91124
Mehrshad.Azad@parsons.com

To DISTRICT: Las Vegas Valley Water District
Attention: Gina Neilson
1001 S. Valley View Blvd., Mail Stop 107
Las Vegas, Nevada 89153
Gina.Neilson@lvvwd.com

With copy to:
(excluding invoices)

Las Vegas Valley Water District
Attention: General Counsel
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
generalcounsel@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.

34. 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.

35. AUDITS:

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

36. 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.

37. 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 Agreement to be executed the day and year last entered below.

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES

Revision History

Rev. No.	Revision Date	Revision Description	Activity	Name(s)
1	12/05/2018	Exhibit A Scope of Work, Parsons Scope of Work Project Management Information System Implementation AGREEMENT TO PROVIDE PROFESSIONAL SERVICES Agreement No: LVVWD PAS 0079.0.0	Prepared by	M. Azad, A. Nanninga, R. McCarthy
			Reviewed by	Gina Neilson
2	10/20/2021	Exhibit A Scope of Work, Parsons Scope of Work Project Management Information System Implementation AGREEMENT TO PROVIDE PROFESSIONAL SERVICES Agreement No: LVVWD PAS 0079.1.0 Revisions: <ul style="list-style-type: none"> • Introduction section renamed to Overview and updated to reflect changes made through Scope Change Request (SCR) SCR01 through SCR09 • Project Delivery Organization Section removed. Note: Project Delivery Organization referenced in the PMIS Implementation Project Management Plan (PMP), reference to the PMP included in the Overview Section • Parsons Scope of Work section updated to reflect changes made through Scope Change Request (SCR) SCR01 through SCR09 • Appendix A Preliminary Project Schedule is replaced with Appendix A PMIS Implementation Project Schedule Timeline October 2021 • Appendix B Compensation reflects 2021 Reimbursable Labor Costs 	Prepared by	M. Azad, A. Nanninga, R. McCarthy
			Reviewed by	Gina Neilson

Overview

The LVVWD-SNWA Project Management Information System (PMIS) Implementation Plan update describes execution and management of the LVVWD-SNWA PMIS Implementation Project (Project) Scope of Work (SOW). The document portrays specific scope and sequencing of features Parsons professional services is contracted to deliver. This SOW incorporates authorized scope changes, Scope Change Request (SCR) SCR01 through SCR09, to date for PMIS Implementation and PMIS Support Services.

The LVVWD-SNWA PMIS Master Plan established the framework for implementing a PMIS that successfully deliver the PMIS Governance Committee Goal.

“Plan, evaluate and select an information technology environment that support more consistent and efficient program and project delivery.”

The Master Plan Report documents the framework and roadmap for implementing PMIS software. Four implementation Phases are documented in the PMIS Master Plan Report.

- Phase 1 Setup and Construction Management and Planning Processes
- Phase 2 Project Contracts and Cost Management Processes and Basic Dashboards
- Phase 3 Core Project Delivery Processes and Dashboards
- Phase 4 Remaining Project Delivery Processes and Dashboards
- Phase 5 PMIS Support Services was appended to the Parsons SOW following approval of SCR07, AGREEMENT TO PROVIDE PROFESSIONAL SERVICES AMENDMENT NO. 1, dated March 12, 2021.

Phase 1 features include setup of basic e-Builder configurations and administration as well as initial support for the PMIS Portal and Data Warehouse. Program development, planning and funding management processes that support the sunset of Project Initiation (PI) and Planning Database applications are delivered in Phase 1. Construction management processes and Risk Management are delivered in Phase 1 to accommodate the scheduled start up of several multi-year construction management projects and sunset of the MEPS application.

Phase 2, the most complex phase, includes the largest number of features and complicated process workflows with data integrations. Phase 2 supports the setup of program and project contracts and cost processes, cost integrations, and manual data exchange between e-Builder, Oracle EBS, and other Enterprise Systems. The phase allows for the sunset of Cash Flow and the Funding Variance Report applications.

Phase 3 tasks focus on implementing Design and additional Construction project delivery capabilities allowing for the retirement of ProjectView and Procore applications.

Phase 4 activities support new project delivery processes, Microsoft Power BI Dashboards, and automated enterprise system data integrations. Project Controls System (PCS) and PCS view applications are sunset during Phase 4.

Phase 5 provides a variety of ongoing and new PMIS Support Services as LVVWD-SNWA and Parsons continuously assess the timing of new enterprise systems, IT Steering Committee priorities, and the IT Roadmap.

The Project Delivery Organization, described in the PMIS Implementation Project Management Plan (PMP) is located in the e-Builder PMIS Implementation Project Documents repository.

<https://app.e-builder.net/da2/daLanding.aspx?QS=6b3f1a91e773462e8d9f53041c5c7b6e>

Parsons Scope of Work

The Project is based upon “best-practice” information system planning, design, development (configuration), acceptance testing, and phased rollout. Phase 1 through Phase 4 PMIS implementation phases are subdivided into specific release cycles that follow the general scope of work described below. Following Phase 1 through Phase 4 PMIS Implementation Services, Phase 5 activities support the management of the LVVWD-SNWA enterprise e-Builder system change and PMIS support services.

General Scope

Project Management is continuous throughout PMIS Phases 1 - 5. The e-Builder PMIS Implementation releases in, Phase 1 through 4 are organized by the following task groupings.

- e-Builder Module design, configuration, and acceptance
- e-Builder Process design, configuration, and acceptance
- e-Builder pilot and accepted configuration updates
- e-Builder system integration design, development, and acceptance
- Data migration, document migration, and legacy application sunset
- Data Warehouse support
- PMIS dashboard design, development, and acceptance
- Communications, training, and rollout
- Ongoing support and change management
- Quality Assurance and Quality Control

Parsons work under each task grouping follows the general scope of work described below.

Project Management

Parson project management staff support the LVVWD project management team by provide project management services, including development of the Mobilization Plan, Project Management Plan and Demobilization Plan. Elements of project control and delivery include confirming project schedule and budget baselines, monitoring the project schedule, budget, and costs; developing and reporting project monthly status, change management, risks, issues, quality, and document management.

e-Builder Module and Process Design, Configuration and Acceptance

The e-Builder Design and Configuration Leads are responsible for e-Builder Module and Process Design and Configuration. The identified LVVWD Process Owner is accountable for acceptance. Parsons performs e-Builder Module and Process design and configuration and facilitate acceptance during Phase 1 and Phase 2. Transition of these responsibilities to LVVWD staff begins in Phase 3. Parsons provides oversight of these activities in Phase 4.

e-Builder Design and Configuration activities include:

- e-Builder design and configuration team prepares the standard Solution Definition Documents for e-Builder Modules and Processes.
- e-Builder business analysts (BA) and Configuration specialists work with the LVVWD Process Owners and key stakeholders to determine requirements for PMIS features and business processes.
- LVVWD Process Owners and key stakeholders are responsible for defining explicit requirements and data fields for each feature while optimizing the feature's function for the organization LVVWD Process Owners and key stakeholders provide timely review comments for each design stage.
- Identified LVVWD Process Owner approves the Solution Definition Document.
- e-Builder configuration specialists configure and test e-Builder modules and processes according to the approved Solution Definition Document.

During design, the e-Builder BA and Configuration Specialist follow an iterative approach consisting of Draft, Revised Draft, Final Draft, and Final Solution Definition Document submittals, as required. The Solution Definition Document for each product configuration is progressively developed during process design meetings with the LVVWD Process Owners, ITAD, and key stakeholders. Progression of the Solution Definition Document is communicated during each delivery cycle.

Draft Solution Definition Document includes a process workflow (swim lane diagram) and indicative form layouts from e-Builder screens to facilitate initial design discussions and feedback during Design Meeting 1. The e-Builder BA and Configuration Specialist prepare the Draft Solution Definition Document. LVVWD Process Owner and key stakeholders participate in the meeting. The e-Builder BA and Configuration Specialist record feedback and update the Draft Solution Definition Document for LVVWD Process Owner and key stakeholder review.

Revised Draft Solution Definition Document describes the process workflow diagram, process actors (user roles), and data fields. e-Builder BA and Configuration Specialist prepare the Revised Draft Solution Definition Document.

For many Processes the e-Builder BA and Configuration Specialist configure a prototype in the e-Builder product to support screen layout design and workflow step confirmation during Design Meeting 2. LVVWD Process Owner(s) and key stakeholders participate in the Design Meeting 2. e-Builder BA and Configuration Specialist record feedback and update the Revised Draft Solution Definition Document for LVVWD Process Owner and key stakeholders review.

The updated Revised Draft Solution Definition Document captures detail specifications for process security, role-based permissions, notifications, and escalation rules. The Revised Draft Solution Definition Document for contract and cost related Processes includes step and integration point definition between LVVWD-SNWA systems and e-Builder.

Additional Design Meetings may be required for more complex e-Builder Processes. LVVWD Process Owner and key stakeholders participate in the meeting(s). e-Builder BA and Configuration Specialist record feedback and update the Revised Draft Solution Definition Document for LVVWD Process Owner and key stakeholders review.

Final Draft Solution Definition Document confirms the e-Builder Component, Process and/or data integration design scope. e-Builder BA and Configuration Specialist submit the Final Draft Solution Definition Document. As needed, LVVWD Process Owner and key stakeholders participate in a Final Design Meeting. e-Builder BA and Configuration Specialist document review comments and incorporate comments agreed to by the LVVWD Process Owner, then resubmit the Final Draft Solution Definition Document. The LVVWD Process Owner approves the Final Draft Solution Definition Document.

Configuration steps involve development of the e-Builder Modules, Processes, and data integrations. During e-Builder Processes design the e-Builder BA and Configuration Specialist configure a workflow prototype, e-Builder dashboard layout and report format to illustrate key functionality of the system. The example prototype, dashboard and report are reviewed by the LVVWD Process Owner and key stakeholders during design meeting(s). e-Builder BA and Configuration Specialist configure the e-Builder Dev/Test environment after the Final Draft Solution Definition Document is approved.

Acceptance activities include User Acceptance Testing (UAT) and Final Solution Definition Document Approvals. The UAT session is conducted prior to each Phase Release. e-Builder BA and Configuration Specialist develop and review UAT test scripts (scenarios) prior to submitting for LVVWD Process Owner approval. UAT is performed in the test environment. Based on review comments obtained during UAT, e-Builder BA and Configuration Specialist finalize and submit the Final Solution Definition Documents. LVVWD Process Owner approves the Final Solution Definition Document. e-Builder BA and Configuration Specialist configure and deploy the e-Builder Module and Process to Production after Final Design approval. The Final Design is updated if there are approved changes following a pilot.

e-Builder Pilots and Accepted Configuration Updates

The e-Builder Design and Configuration Team prepare the e-Builder environment for pilot testing. Parsons facilitates pilot user training and coordinate approval of system configuration change requests resulting from pilot performance. Activities include:

- Parsons creates User Accounts, load data for up to five (5) pilot projects, and QC pilot environment for pilot activities conducted in Phase 1 and Phase 2.
- LVVWD facilitates pilot activities conducted in Phase 3 and Phase 4. Parsons provides oversight and e-Builder support as required.
- Parsons trains Pilot Users until training responsibilities are transferred to LVVWD staff.
- Parsons resources provide e-Builder support during the Pilot until e-Builder administrator support responsibilities are transferred to LVVWD staff.
- Parsons resources confirm Pilot results and obtain approval for changes to the final design until e-Builder administrator responsibilities are transferred to LVVWD staff.
- Parsons resources update the Final Solution Definition Document following approval.

e-Builder System Integration Design, Development and Acceptance

The LVVWD IT Delivery Manager is accountable for e-Builder System Integration and approve the Final Solution Definition Document(s). Parsons e-Builder System Integration Architect support the LVVWD IT Delivery Manager. e-Builder System Integration activities differ depending upon the technology deployed. General activities include:

- e-Builder System Integration Teams plan, design, configure software, develop code, and conduct testing prior to Production release.
- e-Builder system integration requirements and technical design is documented in a Solution Definition Document developed and updated by Parsons resources.
- ITAD Team execute and manage any LVVWD-SNWA infrastructure configuration or code development required for system or data integration.
- Parsons resources execute and manage LVVWD-SNWA e-Builder Account system integration requirements, as required.
- Parsons resources facilitate and advise, as needed.

Data Migration, Document Migration, and Legacy Application Sunset

Parsons resources are accountable for e-Builder data and document migration and mapping. LVVWD-SNWA approves the final data migration and document import plan. The ITAD Team execute and manage required data migration and legacy application sunset. Parsons resources facilitate, advise, and support delivery of the data and document mapping and migration, as needed.

- Application Sunset planning begin as data is prepared for migration.
- Once data that has been migrated from a retiring application is tested and approved, the ITAD Team confirm users are blocked from entering new data into the legacy application, in accordance with the LVVWD-SNWA Legacy Application Sunset procedure.
- Parsons resources facilitate data migration into e-Builder, as needed.
- Document migration planning begins at the start of e-Builder Document Management Core Module design.
- LVVWD collects and organizes documents to be imported into e-Builder.
- Parsons resources import documents into e-Builder and train LVVWD staff on use of the Document Import Tool.
- Required documents are imported into e-Builder prior to Release Go-Live.

Data Warehouse Support

LVVWD-SNWA ITAD is accountable for set up and testing of software and Data Warehouse.

- ITAD Team plans and documents the design.
- ITAD Team configures and tests the Data Warehouse and Server infrastructure and installation.
- Installing Infrastructure and Software is the responsibility of LVVWD.
- Parsons resources facilitate, advise, and support software installation and testing, as needed.

PMIS Dashboard Design and Development

Referencing the Design, Configuration and Acceptance scope described above for e-Builder Module and Process development, ITAD and Parsons resources determine appropriate content for the Dashboard Solution Definition Documents.

- Parsons resources facilitate design meetings, as needed.
- LVVWD-SNWA staff deliver e-Builder data imports and other data imports into the PMIS Data Warehouse for dashboard design and development.
- Parsons resources facilitate, advise, and support, as needed.
- Parsons resources submit Dashboard Solution Definition Documents for LVVWD-SNWA approval.

Communications, Training and Rollout

The Communications Team, including LVVWD-SNWA and Parsons resources, is responsible for communication and training activities. The Communications Team executes and manages communications, training, and rollout activities for internal staff and external contractors including:

- LVVWD delivers planning communications, including legacy application sunset notifications.

- Parsons resources prepare the end user training materials, until such responsibilities are transitioned to LVVWD staff.
- LVVWD tracks training communications, scheduling, and attendance.
- LVVWD coordinates with Parsons and e-Builder to provide software administration and power user training.
- Parsons resources provide e-Builder training to end users with training courses associated with pilots prior to Release as well as end user training for full Release feature content, until such responsibilities are transitioned to LVVWD staff.

Ongoing Support and Change Management

LVVWD-SNWA and Parsons resources are responsible for ongoing support, delivering and managing ongoing support services as releases are deployed to Production.

- Upon release, Parsons resources facilitate the PMIS System Change Control processes for features in Production, until such responsibilities are transitioned to LVVWD ITAD staff.
- Parsons resources deliver the approved system configuration changes and documentation updates, as required, until such responsibilities are transitioned to LVVWD staff.
- Parsons provides e-Builder Administration as required and until such time e-Builder Administration tasks are transitioned to LVVWD.

Quality Assurance (QA) Quality Control (QC)

During PMIS implementation, QA/QC tasks are managed by Parsons resources. Oversight of QA/QC activities include:

- QA activities include detailed functional design inspections and logic design inspections performed by the delivery teams.
- QC activities include requirements, process design and integration design reviews, data quality testing, as well as readiness reviews, until such responsibilities are transitioned to LVVWD staff.
- Parsons ensures testing resources are available to support the overlapping feature implementation schedule, until such responsibilities are transitioned to LVVWD staff.
- Depending upon the type of development activity, either an e-Builder Process History Log or Integration Test Log may be submitted as the test log results for identified LVVWD ITAD and/or Integrated Project Team members review.

Quality and Change Management Lead track design and development schedules for each e-Builder Module, Process, and data integration delivery and LVVWD Process Owner approval as these activities impact the overall Project Schedule and User Acceptance Testing (UAT).

Assumptions

- Each set of Phase Release deliverables include the appropriate Solution Definition Documents for e-Builder Module, Process, System Integration, Data Warehouse update, and Dashboards. Each Release include UAT Test Scripts and UAT Test Results deliverables.
- Parsons resources deliver the Solution Definition Document for e-Builder Modules and Processes, until such responsibilities are transitioned to LVVWD staff.
- System Integration, Data Warehouse, and Dashboard Solution Definition Documents are developed by LVVWD ITAD and Parsons resources. Parsons resources submit the Solution Definition Document for LVVWD approval.
- Members of the Integrated Project Team are designated to serve as LVVWD Process Owners and LVVWD key stakeholders. Responsibilities include requirements definition, optimizing business processes, and reviewing the Solution Definition Documents in the time allotted for the design and configuration of e-Builder Modules, Processes, data integrations, and Dashboards.

- An LVVWD Process Owner is identified for each e-Builder Module and Process. The LVVWD Process Owner is responsible for approval of the appropriate Solution Definition Document and product released to Production.
- As leaders, the identified LVVWD Process Owners actively participate in the guidance and timely approval of designated product design, prototype, and releases.
- Parsons resources perform e-Builder Module and Process Design and Configuration and facilitate Acceptance during Phase 1 and Phase 2. The goal is to transition these responsibilities to LVVWD staff beginning in Phase 3. The plan is for LVVWD to perform approximately 50% of deliverables in Phase 3. The plan for Phase 4 is Parsons resources provide oversight of these activities and LVVWD deliver greater than 50% of deliverables.
- Parsons resources support activities associated with LVVWD enterprise system integration with e-Builder, until such responsibilities are transitioned to LVVWD staff.
- Installing LVVWD-SNWA Infrastructure and software is the responsibility of LVVWD. Parsons Solution Architect and System Integration Analyst advise, as needed.
- Installation and Configuration of the Data Store (Data Warehouse) is the responsibility of LVVWD. Parsons Solution Architect and System Integration Analyst advise, as needed.
- Parsons resources support Dashboard design and development, until such responsibilities are transitioned to LVVWD staff.
- Parsons resources support data migration into e-Builder, until such responsibilities are transitioned to LVVWD staff. Legacy application sunsets are delivered by the LVVWD IT according to the LVVWD-SNWA Legacy Application Sunset procedure.
- Parsons e-Builder Configuration Specialist and e-Builder System Administrator resources support ongoing e-Builder users, in Production, following release Go-Live until such time LVVWD System Administrators and e-Builder Admin Specialists assume this responsibility. Parsons resources support ongoing Change Control Board (CCB) meetings and e-Builder system change control processes, System Change Request and System Change Implementation, until such responsibilities are transitioned to LVVWD staff.

Tasks and Deliverables

The LVVWD-SNWA PMIS Implementation Plan further delineated the initial four Phases into discrete Releases. The Parsons PMIS implementation SOW is organized by Phase and Release tasks as follows:

- Project Management
- Phase 1 PMIS Setup, Planning and Construction Management Processes
 - Release 1A - e-Builder Core Modules, System Administration Processes, and Construction Management Processes
 - Release 1B - e-Builder Capital Planning
- Phase 2 Cost Management and Basic Dashboards
 - Release 2A - Project Funding / Budgeting
 - Release 2B - Contract Administration and Cost Management
 - Phase 2 - Manual Data Integrations
- Phase 3 Core Project Delivery and Dashboards
 - Release 3A - Design Management Processes
 - Release 3B - Construction Management Process Updates and initial Microsoft Power BI Dashboards
- Phase 4 Remaining Project Delivery Processes and Dashboards
 - Release 4A - Remaining Project Delivery Processes and Dashboards
 - Release 4B - e-Builder Automated Integrations
- Phase 5 PMIS Support Services

With the exception of Phase 5 PMIS Support Services, the scope and assumptions for all Phases and Releases incorporate by reference the General Scope of Work and Assumptions.

Project Management

The Parsons Project Management resources provide project management and project controls services including development of the Project Management Plan and Resource Management Plan (Mobilization and Demobilization Plans). Project management elements of project control and delivery include monitoring the project schedule, budget, and costs, developing, and reporting project monthly status, risks, issues, quality, and document management. Parsons resources migrate project information from the interim SharePoint site to e-Builder once the LVVWD Account is set up and configured.

Project Management Plan (PMP) – The PMP for the Project provide guidance and direction for the execution and management of the Project. The Plan establish operating policies and guidelines for the Integrated Project Team that includes Consultants and PMIS Governance Team and staff involved in PMIS project requirements, software development, delivery, risks, challenges, opportunities, communications, and quality management. The Project Management Team prepares the PMP, monitors and updates, as required. The LVVWD Project Manager approves the PMP and any updates to the PMP. Task activities include:

- Develop and Review Draft Project Management Plan.
- Prepare and Obtain Approval of the Project Management Plan.
- Monitor and Update PMP, as required.
- Track and Manage Risks and Issues.
- Prepare and Obtain Approval of the Quality Management Plan.
- Oversee Project Delivery Quality.
- Manage Project Documents and Correspondence.

Scope, Schedule, and Budget Management – Parsons provides a Project Controls SME to manage the approved Project Schedule, Consultants Scope of Work and Budgets. Task activities include:

- Develop and Review Project Schedule.
- Develop and Review Consultant Scopes and Budgets.
- Establish and Obtain Approval of Project Schedule and Consultant Scopes and Budgets Baselines.
- Monitor Schedule and Consultant Scopes and Budgets.
- Manage Approved Changes.

Resource Management Plan – Parsons support development of the plan that establishes operating policies and guidelines for staff assigned to deliver the Project. Task activities include:

- Develop and Review Resource Management Plan.
- Obtain Approval of the Resource Management Plan.
- Monitor and Update Resource Management Plan, as needed.
- Develop, Review and Obtain Approval of the Mobilization Plan.
- Mobilize project delivery team resources.
- Develop, Review and Obtain Approval of the Demobilization Plan.
- Demobilize project delivery team resources.

Communications Plan – Parsons resources develop the Communications Plan. During PMIS Implementation Phase 1 thru Phase 4, Parsons resources facilitate formal communications through a series of standing meetings and scheduled reports, as summarized in Table 1. The Communications Plan identifies the venue, description, frequency, and participants for each regularly scheduled communication activity. Meetings are scheduled with attendees notified in advance.

Table 1: Project Communication Plan

Venue	Purpose	Frequency	Team Members
Sprint Planning Meetings	<ul style="list-style-type: none"> • Review tasks for upcoming sprint • Assign tasks and estimate effort 	Bi-Weekly	<ul style="list-style-type: none"> • Project Team (Scrum team members)
Sprint Review Meetings	<ul style="list-style-type: none"> • Overview of accomplishments during sprint • Provide a demo when applicable • Review lessons learned 	Bi-Weekly	<ul style="list-style-type: none"> • Project Manager • Project Delivery Support Manager • Project Leads • Scrum team members
Monthly Progress Report	<ul style="list-style-type: none"> • Update work performed, progress schedule and budget status • Identify issues and risks • Identify deliverables planned next 30 days 	Monthly by the 15th	<ul style="list-style-type: none"> • Project Manager • Project Leads
Monthly Progress Meetings	<ul style="list-style-type: none"> • Discuss high-level progress, variances, issues, and major decisions required 	Monthly	<ul style="list-style-type: none"> • Project Manager • Project Delivery Manager • Project Leads
PMIS Governance Team Meeting	<ul style="list-style-type: none"> • Provide strategic direction, escalation and resolution of key project issues and changes 	Monthly to Quarterly	<ul style="list-style-type: none"> • Governance Team • Project Manager • Project Leads as needed
“All Hands” Meeting	<ul style="list-style-type: none"> • Review work performed with focus on events planned in upcoming months 	Requested	<ul style="list-style-type: none"> • Project Manager selects relevant stakeholder groups and people impacted based on meeting focus • Project Leads

Project Management Deliverables

- Project Management Plan
 - Risk Register
 - Quality Management Plan
- Approved Project Scope, Schedule, and Budget Baselines
- Approved Project Scope, Schedule, and Budget Changes
- Resource Plan
 - Mobilization Plan
 - Demobilization Plan
- Communications Plan
 - Facilitate Sprint Meetings
 - Monthly Progress Reports

Phase 1 PMIS Setup, Planning and Construction Management Processes

Phase 1 features include the setup of the PMIS Portal and Data Warehouse, and basic e-Builder configurations. The e-Builder processes consist of those required for immediate system administration support, construction management, and capital planning.

Phase 1 includes Parsons support for the sunsetting of LVVWD-SNWA MEPS, Planning Database, and Project Initiation applications.

Release Phase 1A - e-Builder Core Modules, System Administration Processes, and Construction Management Processes

The following describes tasks and deliverables specific to PMIS Implementation Phase 1 Release 1A.

e-Builder Module Design, Configuration and Acceptance -The Construction Management Process Owner and Program/Project Controls and Funding Management Process Owner approve the assigned Solution Definition Documents. Modules include:

- User Roles and Permissions
- Program and Project Details
- Custom Fields
- Companies and Contacts
- Document Folder Structure
- Schedule
- Project Calendar and Meeting Minutes
- Correspondence
- Submittals

e-Builder Process Design, Configuration and Acceptance - The LVVWD IT Delivery Manager approve the System Administration Solution Definition Documents. The Construction Management Process Owner approve the Construction Management Solution Definition Documents. Processes include:

- System Admin. - User Administration
- System Admin. - User Training Record
- System Admin. - System Change Request
- System Admin. - System Change Implementation
- System Admin. - Bulk Update ProjID
- System Admin. - Data Migration QC
- System Admin. - Project Details Update
- Project Delivery - Risk
- Project Delivery - Action Item
- Project Delivery - Correspondence
- Project Delivery - Request for Information (RFI)
- Project Delivery - Request for Substitution
- Project Delivery - Issues
- Construction Mgmt. - Inspector Daily Report
- Construction Mgmt. - Nonconformance Report (NCR)
- Construction Mgmt. - Paving Work Order
- Construction Mgmt. - Paving Work Order Authorization to Invoice
- Construction Mgmt. - Punch List
- Construction Mgmt. - SCADA Process Control System Request
- Construction Mgmt. - Survey Request
- Construction Mgmt. - Change Order Routing (Interim Process)
- Construction Mgmt. - Payment Routing (Interim Process)
- Construction Mgmt. - Construction Backflow Retrofit

Construction Management Pilot – The e-Builder Design and Configuration Team prepares the e-Builder environment for pilot testing. The Team facilitates pilot user training and coordinates approval of system configuration change requests resulting from pilot performance. Activities include:

- Create User Accounts, load data for designated pilot projects, and QC Pilot Environment.
- Train Pilot Users on Construction Management Processes.
- Conduct Pilot, confirm Pilot results, and obtain approval for changes (Pilot Complete).
- Configure approved changes to the e-Builder Production environment.

Data Migration – Parsons resources support ITAD with data migration to e-Builder Dev/Test and Production. Data Migration is performed prior to Pilot release and Release Go-Live, as required.

Document Migration – LVVWD Process Owners in coordination with key stakeholders collect and organize documents, including Construction Management Documents, Required for Release 1A. Parsons resources support import of Release 1A, including Construction Management related, documents into approved e-Builder Document Folder structure.

Communications, Training and Rollout – The Communications Team, including Parsons resources, execute and manage communication, training, and rollout for Release Phase 1A e-Builder core modules, as well as System Admin., Project Delivery, and Construction Management Processes.

Support Services – Parsons resources execute and manage ongoing support services as Release Phase 1A e-Builder core modules and Project Delivery and Construction Management Processes are released to Production.

Release Phase 1A Parsons Deliverables

- Draft, Final Draft and Final (As Built) Solution Definition Documents for e-Builder Core Modules and Release 1A Processes
- Configuration Test Scripts for Release 1A Processes
- UAT Test Results for Release 1A Processes
- Training Materials for pilot and rollout
- e-Builder System Support for approved changes and PMIS Release 1A features within forecasted budget

Release 1B - e-Builder Capital Planning

The following describes tasks and deliverables specific to PMIS Implementation Phase 1 Release 1B.

e-Builder Module Design, Configuration and Acceptance – Program/Project Controls and Funding Management Process Owner approve the Solution Definition Document. Modules Include:

- Planning Module
- WBS, Budget and Account Codes, Funding Sources

e-Builder Process Design, Configuration and Acceptance – Program/Project Controls and Funding Management Process Owner approve the Solution Definition Document. Process includes:

- Project Request

Planning Pilot - The e-Builder Design and Configuration Team prepare the e-Builder environment for pilot testing. Parsons resources facilitate pilot user training and coordinate approval of system configuration change requests resulting from pilot performance. Activities include:

- Create User Accounts, load data for designated pilot projects, and QC Pilot Environment
- Train Pilot Users
- Conduct Pilot, confirm Pilot results, and obtain approval for changes (Pilot Complete)
- Configure approved changes to the e-Builder Production environment.

Data Migration –Parsons resources support LVVWD-SNWA by importing data into e-Builder. Data Migration is performed prior to Pilot release and Release Go-Live, as required. Parsons resources support data preparing and QC data migration from the following applications:

- Project Initiation
- Planning Database
- Budget Variance Report

Document Migration – LVVWD Process Owners in coordination with key stakeholders collect and organize Documents Required for Release 1B. Parsons resources support document collection and organization. Parsons resources support import of documents into approved e-Builder Document Folder structure.

e-Builder System Integration – ITAD Team and Parsons resources develop, test, and deploy e-Builder OData integration, data extraction. Parsons resources support ITAD Team, as needed.

Communications, Training and Rollout – Communications Team, including Parsons resources, execute and manage communication, training, and rollout for Release 1B e-Builder Capital Planning.

Support Services – LVVWD-SNWA and Parsons resources execute and manage ongoing support services as Release 1B e-Builder Capital Planning features are release to Production. Parsons e-Builder System Administrator and e-Builder Configuration Specialist provide support, as needed.

Release 1B Deliverables

- Draft, Final Draft and Final (As Built) Solution Definition Documents for e-Builder Planning Modules and Release 1B Process
- Configuration Test Scripts for Release 1B Processes
- UAT Test Results for Release 1B Processes
- Training Materials for pilot and rollout Go-Live
- e-Builder System Support for approved changes and PMIS Release 1A and 1B features within forecasted budget

Phase 2 Cost Management and Basic Dashboards

Phase 2 includes the largest number of estimated features and complicated process workflows with data integrations. Phase 2 supports the setup of program and project contracts and cost processes, cost integrations and basic dashboards.

The phase allows for the sunset of LVVWD-SNWA Cash Flow and Funding Variance Report applications.

Release 2A - Project Funding / Budgeting Processes

The following describes tasks and deliverables specific to PMIS Implementation Phase 2 Release 2A.

e-Builder Module Design, Configuration and Acceptance – The Program/Project Controls and Funding Management Process Owner approve the Solution Definition Document updates.

- Core Module Updates, e.g., Documents, User Roles, Planning, WBS
- Project and Account Level Costs

e-Builder Process Design, Configuration and Acceptance – Program/Project Controls and Funding Management Process Owner approve the Solution Definition Documents for the following Processes.

- Preliminary Project Budget Approval
- Project Baseline Approval
- Project Baseline Modification
- Project Funding Transfer

Funding and Budgeting Pilot – Parsons resources prepare the e-Builder environment for pilot testing. The Team facilitates pilot user training and coordinate approval of system configuration change requests resulting from pilot performance. Activities include:

- Create User Accounts, load data for designated pilot projects, and QC Pilot Environment.
- Train Pilot Users on Funding and Budgeting Processes.
- Conduct Pilot, confirm Pilot results, and obtain approval for changes (Pilot Complete).
- Configure approved changes to the e-Builder Production environment.

Data Migration – Parsons resources support ITAD with data migration to e-Builder Dev/Test and Production. Data Migration is performed prior to Pilot release and Release Go-Live, as required.

Document Migration – LVVWD Process Owners in coordination with key stakeholders collect and organize documents required for Release 2A. Parsons resources support import of documents into approved e-Builder Document Folder structure.

Dashboards Design and Development – ITAD updates the data warehouse design, imports data, so that approved Project Planning, Funding and Budgeting Dashboards are deployed to Production. Parsons resources support dashboard production, as needed.

Communications, Training and Rollout – The Communications Team, including Parsons resources, execute and manage communication, training, and rollout for Release 2A Planning and Project Funding / Budgeting Processes and Dashboards.

Support Services – Parsons resources execute and manage ongoing support services as Release Phase 2A e-Builder module and processes are released to Production.

Release 2A Deliverables

- Draft, Final Draft and Final (As Built) Solution Definition Documents for e-Builder Module updates and Release 2A Processes
- Configuration Test Scripts for Release 2A Processes
- UAT Test Results for Release 2A Processes
- Training Materials for pilot and rollout Go-Live
- e-Builder System Support for approved changes and PMIS Release 1A, 1B and 2A features within forecasted budget

Release 2B - Contract Administration and Cost Management Processes

The following describes tasks and deliverables specific to PMIS Implementation Phase 2 Release 2B.

e-Builder Module Design, Configuration and Acceptance – Program/Project Controls and Funding Management Process Owners approve the Solution Definition Document updates for Core Module Updates (e.g., Documents, Users Roles).

e-Builder Process Design, Configuration and Acceptance – Contract Procurement and Administration Process Owners approve the Solution Definition Documents associated with Contract Administration and costs Processes. Program/Project Controls Process Owner approve the Solution Definition Document associated with Project Cost Forecasting (EAC) and Cash Flow Process. Release 2B e-Builder Processes include:

- Commitment Closeout
- Construction Backflow Retrofit
- Construction Master Commitment Assignment
- Construction Master Commitment Assignment Change
- Construction Master Commitment Change
- Construction Master Commitment Procurement
- Construction Payment
- Construction Project Commitment Procurement
- Construction Project Commitment Change Order
- Construction Project Commitment Creation
- Construction Project Commitment Potential Change Order
- Equipment Master Commitment Assignment
- Equipment Master Commitment Procurement
- Journal Entry
- Master Project User Administration
- PSA Master Commitment Assignment
- PSA Master Commitment Assignment Change
- PSA Master Commitment Change
- PSA Master Commitment Procurement
- PSA Payment
- PSA Project Commitment Change
- PSA Project Commitment Procurement

Contract Administration and Cost Management Pilot (Manual Integrations, e-Builder Processes) – The e-Builder Design and Configuration Team prepare the e-Builder environment for pilot testing. Parsons resources facilitate pilot user training and coordinate approval of system configuration change requests resulting from pilot performance. Activities include:

- Create User Accounts, load data for designated pilot projects, and QC Pilot Environment.
- Train Pilot Users on Contract Administration and Cost Management procedures.
- Conduct Pilot, confirm Pilot results, and obtain approval for changes (Pilot Complete).
- Configure approved changes to the e-Builder Production environment.

Data Migration – Parsons resources support ITAD with data migration to e-Builder Dev/Test and Production. Data Migration is performed prior to Pilot release and Release Go-Live, as required.

Document Migration – LVVWD Process Owners in coordination with key stakeholders collect and organize documents required for Release 2B. Parsons resources support import of documents into approved e-Builder Document Folder structure.

e-Builder System Integration – Parsons resources support LVVWD ITAD as the ProjID and e-Builder automated data integration is implemented in Release 2B. Additional automated data integrations are delivered in Release 4B. Parsons resources support ITAD Team and e-Builder consultant to develop, test, and deploy e-Builder AppXchange automations to exchange data between e-Builder and LVVWD-SNWA enterprise systems.

- Deliver AppXchange between Oracle Financial System and e-Builder feature, as required.
- Deliver AppXchange between another LVVWD-SNWA Enterprise System and e-Builder feature, as required.

Dashboard Design and Development – ITAD updates the data warehouse design, imports data, so that approved Project Planning, Funding and Budgeting Dashboards are deployed to Production. Parsons resources support dashboard production, as needed.

Communications, Training and Rollout – The Communications Team, including Parsons resources, execute and manage communication, training, and rollout for Release 2B Contract Administration and Cost Management features and Dashboards.

Support Services – Parsons resources execute and manage ongoing support services as Release Phase 2B e-Builder module and processes are released to Production.

Release 2B Deliverables

- Draft, Final Draft and Final (As Built) Solution Definition Documents for e-Builder Module updates and Release 2B Processes
- Configuration Test Scripts for Release 2B Processes
- UAT Test Results for Release 2B Processes
- Documented approval for Contract Administration and Cost Management Data Integrations
- Training Materials for pilot and rollout Go-Live
- e-Builder System Support for approved changes and PMIS Release 1A, 1B, 2A and 2B features within forecasted budget

Phase 3 Core Project Delivery and Dashboards

Phase 3 focuses on implementing additional Project Delivery capabilities for LVVWD Design and Construction Departments. Phase 3 processes enable ProjectView application be sunset. Data becomes available for developing Design and Construction Management Dashboards.

Release 3A Design Processes

The following describes tasks and deliverables specific to PMIS Implementation Phase 3 Release 3A.

e-Builder Module Design, Configuration and Acceptance – Program/Project Controls and Funding Management Process Owner approve the Solution Definition Document updates for Core Module Updates (Documents, Users Roles, Schedule).

e-Builder Process Design, Configuration and Acceptance – Design Management Process Owner approves the Design Processes Solution Definition Documents.

- Design Review with Bluebeam
- Final Bid Package Review

Design Review Process Bluebeam Pilot – Parsons resources support preparation of the e-Builder environment for pilot testing. The Team facilitates pilot user training and coordinates approval of system configuration change requests resulting from pilot performance. Activities include:

- Create User Accounts, load data for designated pilot projects, and QC Pilot Environment.
- Train Pilot Users on Funding and Budgeting Processes.
- Conduct Pilot, confirm Pilot results, and obtain approval for changes (Pilot Complete).
- Configure approved changes to the e-Builder Production environment.

Data Migration – Parsons resources support ITAD with data migration to e-Builder Dev/Test and Production. Data Migration is performed prior to Pilot release and Release Go-Live, as required.

Document Migration – LVVWD Process Owners in coordination with key stakeholders collect and organize documents required for Release 3A. Parsons resources support import of documents into approved e-Builder Document Folder structure, as needed.

Dashboard Design and Development – ITAD updates the data warehouse design, imports data, so that approved Dashboards are deployed to Production. Parsons resources support dashboard production, as needed.

Communications, Training and Rollout – The Communications Team, including Parsons resources, execute and manage communication, training, and rollout for Release 3A Design Processes and Dashboards.

Support Services – LVVWD-SNWA and Parsons resources provide support services for Phase 3A Design processes released to Production.

Release 3A Deliverables

Parsons and LVVWD share the workload for Release 3A.

- Draft, Final Draft and Final (As Built) Solution Definition Documents for revised e-Builder Core Modules Updates and Design Management Processes
- Configuration Test Scripts for Release 3A Processes
- UAT Test Results for Release 3A Processes
- Training Materials, as needed
- PMIS Support for approved changes and PMIS Release 1A, 1B, 2A, 2B and 3A features, as needed within forecasted budget

Release 3B - Construction Management Updates

The following describes tasks and deliverables specific to PMIS Implementation Phase 3 Release 3B.

e-Builder Module Design, Configuration and Acceptance – Program/Project Controls and Funding Management Process Owner approves the Solution Definition Document updates for Core Module Updates.

e-Builder Process Design, Configuration and Acceptance – Construction Management Process Owner approves the Solution Definition Documents for the Construction Tracking Backflow Retrofit (Update) prior to Go Live.

Dashboards Design and Development – ITAD updates the data warehouse design, imports data, so that approved Dashboards are deployed to Production. Parsons resources support dashboard production, as needed. Parsons resources develop the All Capital Projects Dashboard, supporting project progress reporting, in Microsoft PowerBI, and deploy from the PMIS Portal.

Communications, Training and Rollout – The Communications Team, including Parsons resources, execute and manage communication, training, and rollout for Release 3B features and Dashboards.

Support Services – LVVWD-SNWA and Parsons resources provide support services for Phase 3B features are released to Production.

Release 3B Deliverables

Parsons and LVVWD resources share the workload for Release 3B.

- Draft, Final Draft and Final (As Built) Solution Definition Documents for revised e-Builder Core Modules and updated Construction Tracking Backflow Retrofit Process, as needed
- Configuration Test Scripts for Release 3B Processes, as needed
- UAT Test Results for Release 3B Processes, as needed
- Training Materials, as needed
- PMIS Support for approved changes and PMIS Release 1A, 1B, 2A, 2B, 3A and 3B features, as needed within forecasted budget

Phase 4 Remaining Project Delivery and Dashboards

Parsons resources provide oversight support for Release 4A remaining Project Delivery Processes. LVVWD-SNWA ITAD and Parsons resources deliver Release 4B Remaining Enterprise System Automated Data Integrations. As needed, Phase 4 includes Parsons support for the sunsetting of LVVWD-SNWA Project Controls System (PCS) and PCS View applications as well as use of the commercial product Procore.

Release 4A Remaining Project Delivery Processes and Dashboards

The following describes tasks and deliverables specific to PMIS Implementation Phase 4 Release 4A. Parsons resources provide oversight support of Release 4A activities.

e-Builder Process Design, Configuration and Acceptance – Unless otherwise determined, the Program/Project Controls Process Owner approves the Solution Definition Documents for the following Processes.

- Project Gateway
- Project Closeout

Remaining Project Delivery Processes and Dashboards Pilot – LVVWD-SNWA and Parsons resources support preparation of the e-Builder environment for pilot testing. The Team facilitates pilot user training and coordinates approval of system configuration change requests resulting from pilot performance. Activities include:

- Parsons resources support Pilot User Training, as needed
- Conduct Pilot, confirm Pilot results, and obtain approval for changes (Pilot Complete)
- Support configuration of approved changes to the e-Builder Production environment, as needed

Dashboards Design and Development – ITAD updates the data warehouse design, imports data, so that approved Dashboards are deployed to Production. Parsons resources support dashboard production, as needed.

Communications, Training and Rollout – The Communications Team, including Parsons resources, execute and manage communication, training, and rollout for Release 4A Remaining Project Delivery Processes and Dashboards.

Support Services – LVVWD-SNWA and Parsons resources provide support services for Phase 3A Design processes released to Production.

Release 4A Deliverables

- Review of Draft, Final Draft and Final (As Built) Solution Definition Documents for Remaining Project Delivery Processes, as needed
- Configuration Test Scripts oversight for Release 4A Processes, as needed
- UAT Test Results oversight for Release 4A Processes, as needed
- Training Materials oversight, as needed within forecasted budget
- System Support oversight, PMIS support for approved changes and PMIS Release 1A, 1B, 2A, 2B, 3A, 3B and 4A features, as needed within forecasted budget

Release 4B Enterprise System Automated Data Integrations

Parsons resources provide support to LVVWD-SNWA for Release 4B Enterprise System Automated Data Integrations activities.

LVVWD-SNWA Oracle EBS and e-Builder

- Oracle EBS to e-Builder for payments
- Oracle EBS to e-Builder for internal labor
- Oracle EBS to e-Builder for water smart landscaping payment
- Oracle EBS to e-Builder for non-PO actuals
- Oracle EBS to e-Builder for equipment/inventory actuals
- Oracle EBS to e-Builder for journal vouchers

LVVWD-SNWA Coupa and e-Builder

- e-B and Coupa Automated Integrations Planning
- e-B and Coupa for payments (Nucleus)

- e-B and Coupa for procurement – monitor steps in e-Builder processes
- e-B and Coupa for change orders - monitor steps in e-Builder processes

Enterprise System Automated Integrations Piloting Period – LVVWD-SNWA ITAD and Parsons resources design, develop, test, and automated approved data integrations. These resources prepare the LVVWD IT and e-Builder environment and closely monitor automate data exchanges between LVVWD enterprise systems. Errors and omissions are addressed immediately.

Support Services – LVVWD-SNWA and Parsons resources provide support services for Phase 4B Enterprise System Automated Data Integrations are released to Production.

Release 4B Deliverables

- Review of Draft, Final Draft and Final (As Built) Solution Definition Documents for automated data integrations, as needed
- System Support oversight, PMIS support for approved changes and PMIS Release 1A, 1B, 2A, 2B, 3A, 3B, 4A and 4B features, as needed within forecasted budget

Phase 5 PMIS Support Services

Phase 5 PMIS Support Services SOW was appended to the Parsons contract following approval of SCR07, AGREEMENT TO PROVIDE PROFESSIONAL SERVICES AMENDMENT NO. 1, dated March 12, 2021. The tasks and deliverables specific to Phase 5 PMIS Support Services include activities such as:

- New dashboard design and prototyping, with handoff to LVVWD-SNWA ITAD
- System Change Control Board (CCB) management support
- Contract Administration, Data clean up, and/or migration support
- Training support and WalkMe implementation
- New identified enterprise system integration support
- SOP development support and e-Builder Plan Room implementation
- Artificial Intelligence services

PMIS Portal and Power BI Dashboards Implementation

Parsons resources provide support to LVVWD-SNWA for development of the PMIS Portal. LVVWD-SNWA and Parsons resources support PMIS Portal planning and implementation. Parsons resources provide design, configuration, and prototyping services, with handoff to LVVWD-SNWA ITAD for PMIS Portal production implementation. The following Power BI Dashboards are identified.

- Capital Funding Variance Dashboard
- Capital Cash Flow Dashboard
- All Capital Projects (SCR08 MPR RENAME)
- Data Quality and Exceptions Dashboard(s)
- Performance and KPI Dashboard(s)

Extended PMIS Support Services

System Change Control Board (CCB) – LVVWD-SNWA and Parsons resources provide e-Builder CCB management and approved change request implementation. Parsons resources support e-Builder CCB management and approved change implementation, as needed within forecasted budget until such time as LVVWD-SNWA assume overall management and change implementation.

e-Builder Data Cleanup – Parsons resources support contract administration and other e-Builder data clean up and/or data migration services, as needed within forecasted budget.

Training Support and WalkMe Implementation – Parsons resources provide e-Builder training support, as needed within forecasted budget. Training support includes, installation of the digital adoption platform WalkMe™ a service that enables simplified online instruction to help users when interacting with the more complicated e-Builder

processes. WalkMe™ installations follow planning, design, prototyping, UAT, and approval cycles prior to LVVWD-SNWA Production release.

New Identified Enterprise System Integrations – Parsons resources support LVVWD-SNWA ITAD as enterprise system integrations are identified and planned for implementation, e.g., e-Builder and ESRI ArcGIS Data Integration. Parsons resources support ITAD with e-Builder data connectivity as adjustments are made to LVVWD-SNWA Data Stores (Data Warehouse).

SOP development support and e-Builder Plan Room implementation – Parsons resources assist will developing / updating LVVWD SOPs and help implement e-Builder Plan Room

Artificial Intelligence (AI) Initiative – Parsons AI resources provide artificial intelligence services as LVVWD-SNWA initiates AI machine computations to perform tasks.

Phase 5 Deliverables

- Review of Draft and Final (As Built) Solution Definition Documents for Microsoft Power BI Dashboards and new automated data integrations, as needed within forecasted budget
- WalkMe™ installation for complex e-Builder processes, with LVVWD-SNWA approval within forecasted budget
- System support and oversight, PMIS support for approved changes, as needed within forecasted budget
- Support for LVVWD-SNWA AI Initiative within forecasted budget

Schedule and Compensation

Appendix A PMIS Implementation Project Schedule Timeline October 2021 represents Phase 1 through Phase 5. PMIS Implementation Project Monthly Progress Reports (MPRs) track PMIS Implementation Project Schedule updates, MPR files are located in the e-Builder PMIS Implementation Project Documents repository. Updated Microsoft Project Schedule files are stored in the e-Builder PMIS Implementation Project Documents repository under 00-Project Management 04-Monthly Progress Reports.

<https://app.e-builder.net/da2/daLanding.aspx?QS=e33d301b729741739fa2edbe5a58c410>

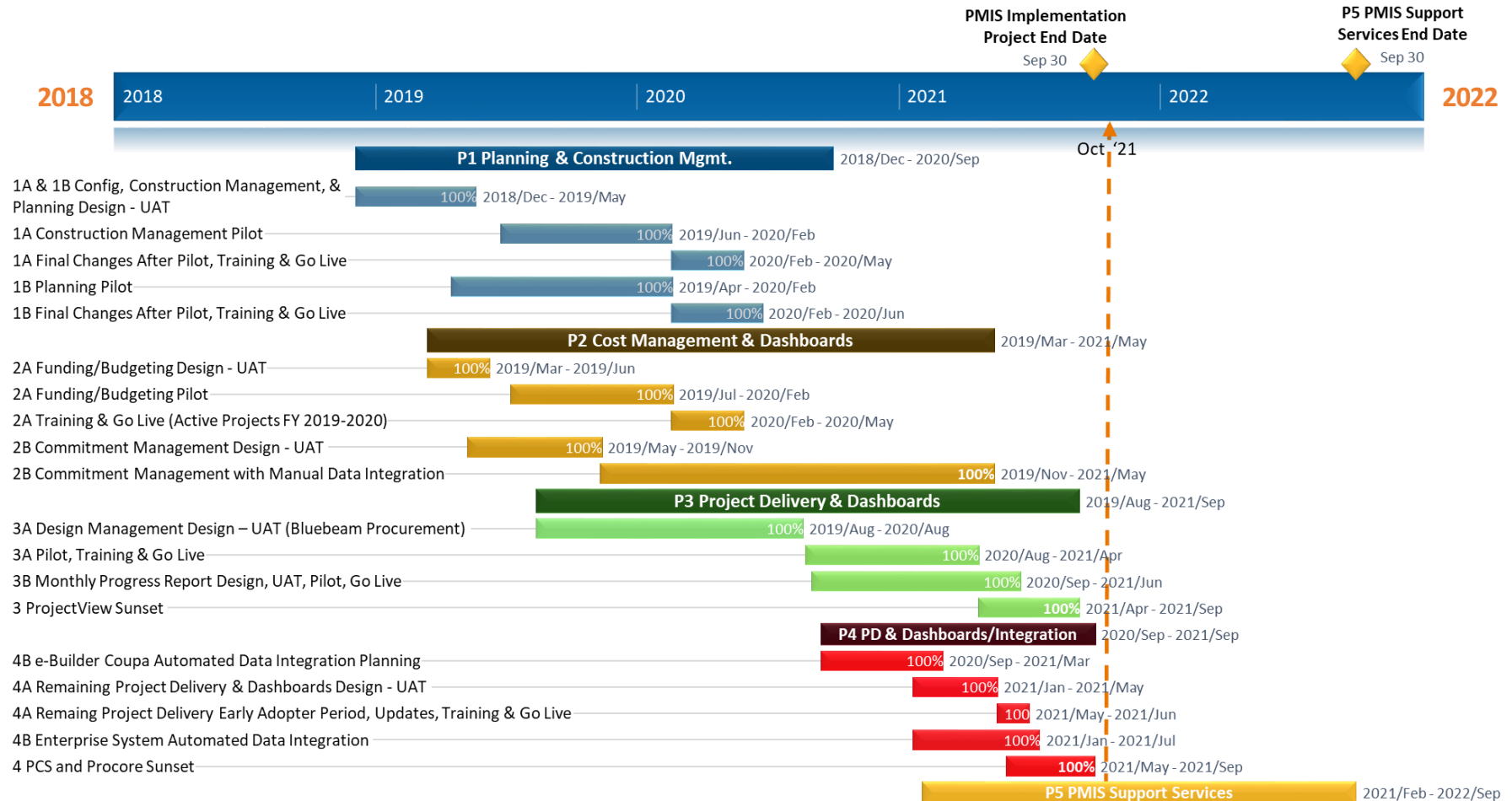
The Microsoft Project Schedule accounts for a 40-hour work week and holiday periods; but does not consider resource limitations. The Microsoft Project PMIS Project Schedule includes Phase 5 PMIS Support Services. The PMIS Project Schedule is further refined as Phase 5 activities are authorized.

The Project Schedule Timeline is updated following monthly updates to the Microsoft Project PMIS Implementation Project Schedule. The Microsoft Project Schedule is imported into e-Builder R8590 – PMIS Implementation Project Schedule Module.

<https://app.e-builder.net/da2/Schedule/ResourceLoadedScheduleDetails.aspx?PortalID={50f590d1-56cf-4b1b-9f2a-3a74b3942096}>

Appendix B Compensation includes discussion of reimbursable costs and hourly billing rates for the Implementation Project Team. Compensation reflects 2021 Reimbursable Labor Costs.

Appendix A PMIS Implementation Project Schedule Timeline October 2021



RATES AND FEES

Appendix B Compensation

Reimbursable Labor Costs

CONSULTANT will be reimbursed for actual direct labor costs, subject to the limitations set forth below, expended in performance of Work Authorizations, but not including time spent in the preparation and negotiation of work scopes and costs proposals, and in accordance with the following:

Salary Adjustments occurring thereabouts May 1, 2022, and thereafter:

Salary increases for CONSULTANT's employees assigned to the Project shall be limited to a rate equal to the sum of the national Consumer Price Index for the preceding year plus the appropriate rate below.

PERFORMANCE AND MERIT INCREASE SCHEDULE

Salary	Maximum annual increase
More than \$60/hr.	2%
\$50 to \$60/hr.	3%
\$40 to \$50/hr.	4%
\$10 to \$40/hr.	5%

Overhead Applications:

In addition to reimbursement of actual direct labor costs, CONSULTANT will be paid for overhead costs and profit. Payment for actual direct labor costs, overhead costs, and profit will be equal to the product of the actual direct labor costs and a negotiated labor multiplier. The negotiated multiplier will be 2.670 for CONSULTANT employees assigned to the Project.

Parsons will be compensated based on terms and conditions set forth in the contract and rates specified below.

Name	Direct Rate	Name	Direct Rate
Adrian Kuzniarowicz	\$42.77	Mike Stimets	\$65.29
Angia (Charisse) Holtz	\$58.66	Paul King	\$62.50
Aubie Nanninga	\$85.67	Richard Bridge	\$84.22
Cody Piccillo	\$59.62	Richard Miesemer	\$90.73
David Dwyer	\$75.25	Rob McCarthy	\$103.75
Elissa Douglas	\$80.52	Sarah Hiris	\$56.80
Karyn Hoffenberg	\$54.99	Tim Brown	\$81.71
Kevin Hicks	\$72.12		
Lowell Knaus	\$82.24		
Mehrshad Azad*	\$68.72		

* Mehrshad's rate is 93.19 Canadian Dollars. The rate specified here is based on exchange rate at the time of last rate adjustment in May 2021.

Parsons will follow LVVWD Travel Expense Reimbursement Policy, Exhibit B, for travel cost reimbursements.

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

Counterparty Type will bill all such expenses to District/Authority at cost without markup. Counterparty Type will provide receipts, bills, or other documentation to support expenses billed to the District/Authority that are not covered under a per diem. At no time will District/Authority reimburse Counterparty Type for any travel time charges. District/Authority reserves the right to approve all travel plans and expected costs prior to trips.

District/Authority shall reimburse Counterparty Type according to the following expense reimbursement policy utilizing the U. S. General Services Administration travel rates (<http://www.gsa.gov/portal/content/104877>) for the time of travel "GSA Travel Rates".

1. Air Travel

- Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
- Flight Changes: Any changes to flight reservations which result in an additional cost must be pre-approved by District/Authority.
- Additional Fees: The District/Authority will not reimburse for convenience charges to include, but not limited to, charges for early boarding, assigned seating, or seat upgrades.

2. Lodging

- Hotel Selection: Counterparty Type shall invoice District/Authority using the GSA Lodging Rate. Higher rates must be pre-approved by District/Authority. If Counterparty Type submitted rate is above GSA Lodging Rate without pre-approval, the District/Authority reserves the right to reimbursement at GSA rate, plus associated taxes calculated at GSA rate only.
- Additional Fees: If additional fees are charged in association with lodging (e.g. Resort Fees) the District/Authority reserves the right to limit reimbursement up to \$30 plus tax.

3. Ground Transportation

- Car Rentals: Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance, GPS units, and other accessories offered by rental agencies will not be reimbursed.
- Taxi, Ride Sharing Services, and Other Local Transportation: The cost of ground transportation to and from places of business, hotels, or airports in direct connection with District/Authority business is reimbursable.
- Mileage: Counterparty Type shall invoice District/Authority for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by District/Authority.

4. Meals and Incidentals

Per Diem: A per diem allowance will be paid for each day of travel. Per diem is to cover all meals and other incidental charges and does not require submission of receipts. Counterparty Type shall invoice District/Authority using the GSA Travel Rate per diem.

Incidental Expense: The following incidental expenses, when directly related to company business, are reimbursable and are not part of per diem expense:

- Parking/tolls in connection with operation of personal or rented vehicle. Self-parking charges are preferred; valet parking charges will be reimbursed only if there are no other parking options.
- Long-distance telephone calls from hotel related to District/Authority business are reimbursable.
- Internet connection fees if required for District/Authority business are reimbursable.

5. Tips

- Tips of any nature are not reimbursable

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

December 7, 2021

Subject:

Change Order

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager or his designee to sign Change Order No. 7 to the Contract with Byrd Underground, LLC, to complete work in The Dales Subdivision for a Contract time extension of the final completion date by 73 calendar days.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On August 4, 2020, the Board of Directors awarded Contract No. C1576, Dales Subdivision Trench Backfill and Final Paving (Contract), to Byrd Underground, LLC, in the amount of \$4,579,592 for all tasks required to complete waterline placement and all other activities as appropriate to complete the work in The Dales Subdivision, as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$916,000 to be used in accordance with Resolution No. 9-97.

To date, four change orders have been approved in accordance with Resolution No. 9-97, specifically being Change Orders No. 1, No. 4, No. 5, and No. 6 for an increase to the Contract price of \$756,286 and an extension of contract time of 60 calendar days. Change Order No. 2 was voided, with no change occurring. On December 1, 2020, the Board authorized the General Manager to sign Change Order No. 3 to the Contract, for a price increase of \$3,268,480 and extension of the final completion date by 170 calendar days. Changes to date increase the total not to exceed amount of the Contract to \$8,604,358 and a total time extension of 230 calendar days, with \$159,714 in remaining contingency.

A Clark County Encroachment Permit approval is required to satisfy the completion requirements for this Contract. Change Order No. 7 increases the Contract duration to account for additional encroachment permit close-out processes required by the county.

If approved, Change Order No. 7 will modify the Contract to provide a time extension of 73 calendar days for a total time extension of 303 calendar days. The total not to exceed amount remains at \$8,604,358. Change Order No. 7 requires Board approval because the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 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 change order.

JJE:DJR:PJJ:SO:MTD:evw

Attachments: Attachment A, Disclosure, Change Order

AGENDA
ITEM #

3

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. C1576
DALES SUBDIVISION TRENCH BACKFILL AND FINAL PAVING**





Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	82
Corporate/Business Entity Name:	Byrd Underground, LLC
Doing Business As:	
Street Address:	6126 S. Sandhill Rd Suite # 125
City, State, and Zip Code	Las Vegas, NV 89120
Website:	www.byrdunderground.com
Contact Name:	Tyler Byrd
Contact Email:	tyler@byrdunderground.com
Telephone No:	702-644-8888
Fax No:	702-643-2973

Nevada Local Business Information (if applicable)

Local Street Address:	
City, State, and Zip Code	, NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	
Fax No:	

Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

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.

No Ownership More than Five Percent (5%) Statement: *(if applicable)*

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	No
--	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
BU Holdings is the sole managing member of Byrd Underground, LLC with 100% ownership in the same. The Survivor's Trust of the Byrd Family is the sole managing member of BU Holdings, LLC with 100% ownership in the same. Buddy Byrd is the Trustee of the Survivor's Trust of the Byrd Family.	Manager	100

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.*

Signer Name:	Tyler Byrd
Signer Title:	Authorized Agent
Signer Email:	tyler@byrdunderground.com
Signed Date:	2021-11-10

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.


☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.


Signature

SHANNON ONO
Print Name/Title
CONSTRUCTION
MANAGER

11/17/2021
Date



LAS VEGAS VALLEY WATER DISTRICT™

Contract Number: C1576, Construction - Large -Byrd Underground, LLC.-C1576
Construction Project Commitment Change Order:#7

Contractor

Contractor: Byrd Underground, LLC.
Company Address: 6126 S. Sandhill Rd. Suite 125
Las Vegas, NV 89120

PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 25	Modify the contract documents to increase the contract duration by 73-days in order to satisfy conditions for Clark County Encroachment Permit closeout. The final completion date is extended to October 31, 2021 by the change order.	0.00
Total Change Amount		\$ 0.00
Total Contract Duration Change (Days)		73

All necessary adjustments to all other portions of the original Contract Documents, including but not limited to, all applicable specification and drawing notes and details, as required by these changes are hereby made.

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. C1576 remain unchanged.

ACCEPTANCE BY CONTRACTOR**By:** Tyler Byrd**Date:** 10.25.2021**AUTHORIZED BY OWNER:****By:****Date:****Attachments:****Prepared By:** Davies, Miles

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

December 7, 2021

Subject:

Change Order

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager or his designee to sign Change Order No. 1 to the Contract with MMC, Inc., to construct the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station for a time extension of the final completion dates by 77 calendar days.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On July 6, 2021, the Board of Directors awarded Contract No. C1481, Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station (Contract), to MMC, Inc., for the amount of \$32,980,417 to construct a 5-million-gallon reinforced concrete reservoir, a 38-million-gallons-per-day pumping station and building, electrical and operations building, disinfection building, and all appurtenant components for a fully functioning reservoir and pumping station, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$1,600,000 to be used in accordance with Resolution No. 9-97.

To date, no change orders have been issued in accordance with Resolution No. 9-97. Change Order No. 1 increases the contract duration for delays to the delivery of fabricated steel materials and electrical switchgear outside of the control of the contractor.

If approved, Change Order No. 1 will modify the Contract to provide a time extension of 77 calendar days. Change Order No. 1 requires Board approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 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 change order.

JJE:DJR:PJJ:SO:MTD:MJL:evw

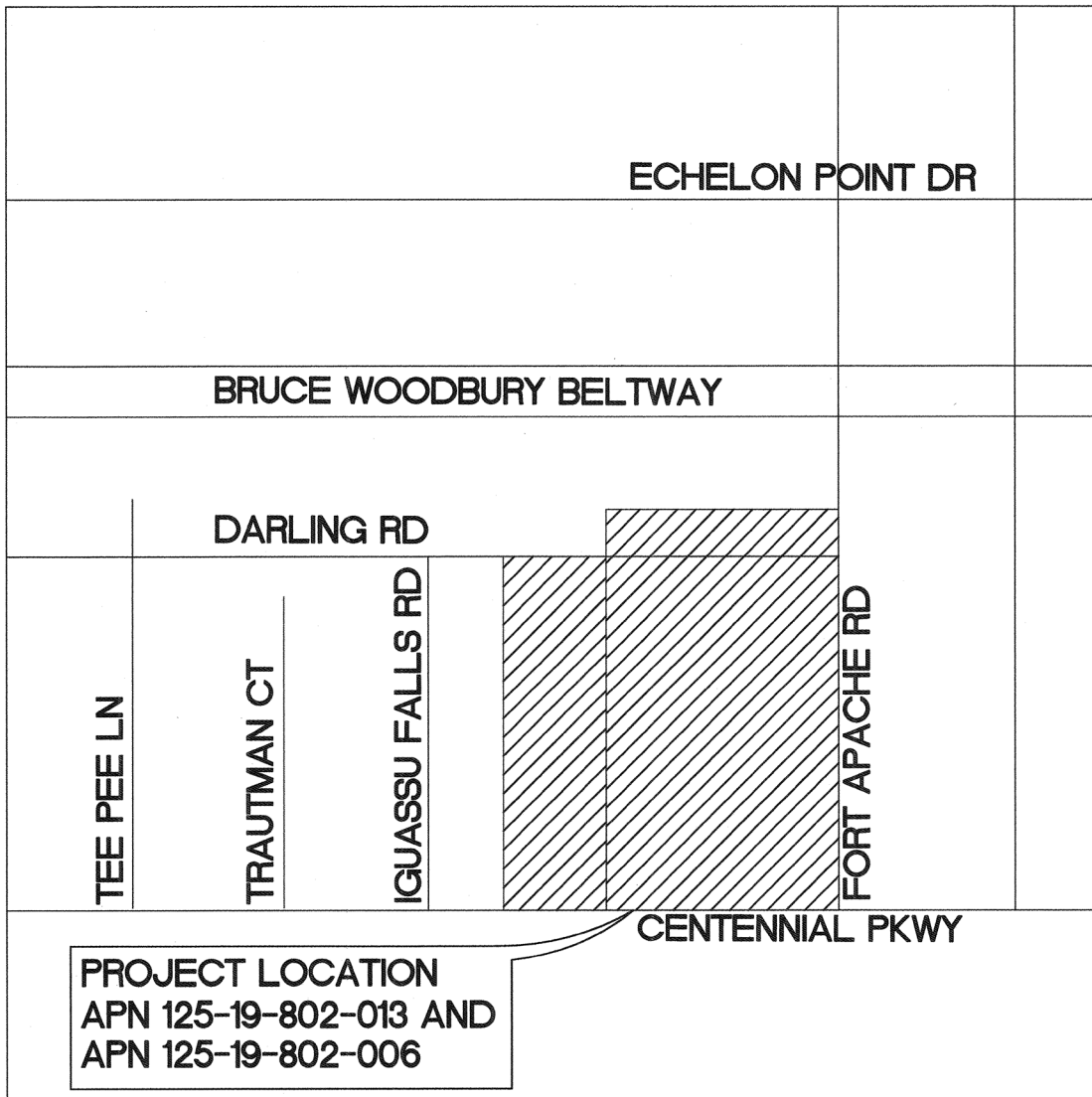
Attachments: Attachment A, Disclosure, Change Order

AGENDA
ITEM #

4

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. C1481
CENTENNIAL 2635 ZONE RESERVOIR AND
2745 ZONE PUMPING STATION**



VICINITY MAP
NOT TO SCALE



Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	49
Corporate/Business Entity Name:	MMC, Inc.
Doing Business As:	
Street Address:	6600 Amelia Earhart Ct., Suite B
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.nclasvegas.com/MMC
Contact Name:	Mark Urban
Contact Email:	murban@nclasvegas.com
Telephone No:	702-642-3332
Fax No:	702-642-9876

Nevada Local Business Information (if applicable)

Local Street Address:	
City, State, and Zip Code	, NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	
Fax No:	

Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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.

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.

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	
--	---------------------------------------	--	-----------------------	--

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Greg J. Paulk	President	74
Brady W. Stevens	Secretary/ Treasurer	11.5

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Mark Urban
Signer Title:	Vice President
Signer Email:	murban@nclasvegas.com
Signed Date:	2021-05-26

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

Chetan Champaneri

Signature

Senior Purchasing Analyst

Print Name/Title

5/26/2021

Date



LAS VEGAS VALLEY WATER DISTRICT™

Contract Number: C1481, Construction - Large -MMC, Inc.-C1481
Construction Project Commitment Change Order:#1

Contractor

Contractor: MMC, Inc.
Company Address: 6600 Amelia Earhart Court Suite B
Las Vegas, NV 89119

PCO Item Details

PCO No	Change Description	Change Amount
CPCO - 4	Modify the contract documents to increase the contract duration by 77-days due to delays with fabrication and material lead time issues. The substantial completion and final completion dates are extended to December 16, 2022 and February 14, 2023 respectively by the change order.	0.00

Total Change Amount	\$ 0.00
Total Contract Duration Change (Days)	77

All necessary adjustments to all other portions of the original Contract Documents, including but not limited to, all applicable specification and drawing notes and details, as required by these changes are hereby made.

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. C1481 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By: Lacey Waite

Date: 11.03.2021

AUTHORIZED BY OWNER:

By:

Date:

Attachments:

Prepared By: Langen, Michael

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

December 7, 2021

Subject:

Change Order

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager or his designee to sign Change Order No. 1 to the Contract with Tand, Inc., for pipe replacements within Atlantic Street, Bourbon Way and Cameron Street for a time extension of the final completion date by 90 calendar days.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On January 4, 2021, the Board of Directors awarded Contract No. C1511, Miscellaneous Pipeline Replacements, Phase I (Contract) to Tand, Inc. (Tand), for the amount of \$2,646,500 for replacement of 6-inch and 10-inch pipe with 8-inch and 10-inch pipe, installation of appurtenances for existing services and installation of new backflow and fire hydrant assemblies, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$260,000 to be used in accordance with Resolution No. 9-97.

To date, no change orders have been issued in accordance with Resolution No. 9-97. A Clark County Encroachment Permit approval is required to satisfy the completion requirements for this Contract. Change Order No. 1 increases the Contract duration to account for additional encroachment permit close-out processes required by the county.

If approved, Change Order No. 1 will modify the Contract to provide a time extension of 90 calendar days. Change Order No. 1 requires Board approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 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 change order.

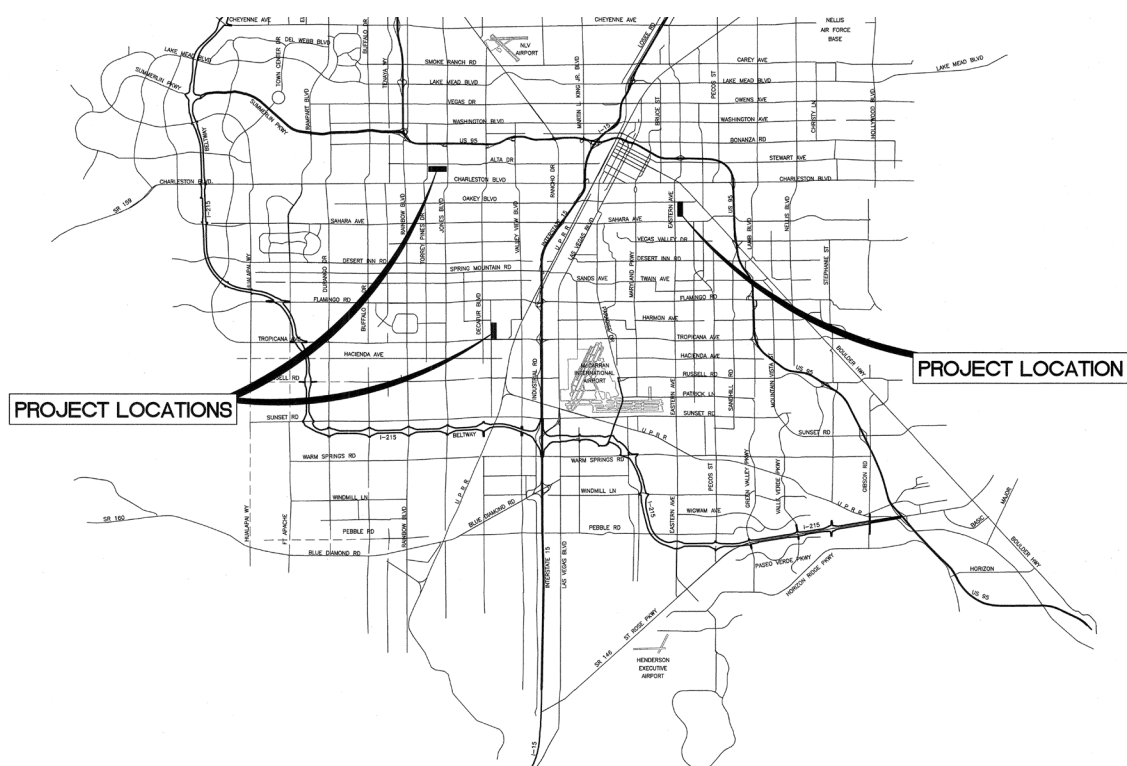
JJE:DJR:PJJ:SO:TS:evw

Attachments: Attachment A, Disclosure, Change Order

AGENDA
ITEM #

5

CONTRACT NO. C1511
MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE I



LOCATION MAP
NOT TO SCALE



Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	41
Corporate/Business Entity Name:	Tand, Inc.
Doing Business As:	N/A
Street Address:	4500 Vandenberg Drive
City, State, and Zip Code	North Las Vegas, Nevada 89081
Website:	N/A
Contact Name:	Tracy S. Hoherz
Contact Email:	Tand@TandInc.com
Telephone No:	702-889-4676
Fax No:	702-889-8876

Nevada Local Business Information (if applicable)

Local Street Address:	
City, State, and Zip Code	, NV
Local Website:	
Local Contact Name:	
Local Contact Email:	
Telephone No:	
Fax No:	

Disclosure of Relationship/Ownership

Do any business/corporate entity 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 a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

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. *(If no parties own more than five percent (5%), then a statement relating that information should be included in lieu of listing the parties)*

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.

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.

No Ownership More than Five Percent (5%) Statement: <i>(if applicable)</i>

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

Additional Supplemental Information to be Attached?	More than ten Board members/officers?		More than ten Owners?	No
--	---------------------------------------	--	-----------------------	----

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Tracy S. Hoherz	President	90
Daniel J. Meyer	General Superintendent	10

DISCLOSURE OF RELATIONSHIPS

Disclosure of Employee Relationships: *(List any disclosures below)*

Business Owner/Principal relationships to any Employee and/or Official of LVVWD, SNWA or SSEA must be listed whether that relationship is by blood "Consanguinity" or by marriage "Affinity". "Degree of consanguinity", first or second, of *blood* relatives is as follows:

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)

Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Disclosure of Employee Ownership/Involvement: *(List any disclosures below)*

NAME OF BUSINESS OWNER/PRINCIPAL	LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL AND JOB TITLE	BUSINESS OWNER/OFFICIAL RELATIONSHIP TO LVVWD/SNWA/SSEA EMPLOYEE/OFFICIAL	LVVWD/SNWA/SSEA EMPLOYEE'S/OFFICIAL'S DEPARTMENT

Authorized Signature

By providing an electronic signature in the indicated area below, *the signatory acknowledged and agreed to sign documents and contracts electronically and to receive by electronic delivery documents, contracts, notices, communications, and legally-required disclosures. Signatory also* certified, under penalty of perjury, that all of the information provided herein is current, complete, and accurate and that signatory is authorized to sign. Signatory also understands that the LVVWD/SNWA/SSEA Board of Directors will not take action on any item without the completed disclosure form.

Signer Name:	Tracy S. Hoherz
Signer Title:	President
Signer Email:	Tand@TandInc.com
Signed Date:	2021-11-02

LVVWD/SNWA/SSEA Review

This section to be completed and signed by the LVVWD/SNWA/SSEA Authorized **Department** Representative.

☒ **No** Disclosure or Relationship is noted above or the section is not applicable.

☐ Disclosure or Relationship **IS** noted above (complete the following):

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection process for this item?

☐ Yes ☐ No – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

SHANNON DNO

Signature

SHANNON DNO CONSULTANT
MANAGER

Print Name/Title

11/03/2021

Date



LAS VEGAS VALLEY WATER DISTRICT™

Contract Number: C1511, Miscellaneous Pipeline Replacements, Phase I
Construction Project Commitment Change Order:#1

Contractor

Contractor: Tand, Inc.
Company Address: 4500 Vandenberg Drive
 North Las Vegas, NV 89081

CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 5	Modify the contract documents to increase the contract duration by 90-days in order to satisfy conditions for Clark County Encroachment Permit closeout. The final completion date is extended to October 31, 2021 by the change order.	0.00

Total Change Amount	\$ 0.00
Total Contract Duration Change (Days)	90

All necessary adjustments to all other portions of the original Contract Documents, including but not limited to, all applicable specification and drawing notes and details, as required by these changes are hereby made.

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. C1511 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By: Adam Quinlan

Date: 11.02.2021

AUTHORIZED BY OWNER:

By: _____

Date: _____

Attachments:

Prepared By: Spain, Tommie

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

December 7, 2021

Subject:

Employment Agreement Amendment

Petitioner:

Marilyn K. Kirkpatrick, President, Board of Directors

Recommendations:

That the Board of Directors approve a second amendment to the existing employment agreement between John J. Entsminger and the District.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On February 4, 2014, the Board approved an employment agreement with John J. Entsminger to serve as the District's General Manager. The Board approved a revised employment agreement with Mr. Entsminger on April 4, 2017, that was amended with Board approval on January 7, 2019.

On June 4, 2021, the Governor of Nevada approved Assembly Bill 385 (AB 385) pertaining to employment contracts entered into by public bodies. In relevant part, AB 385 restricts certain benefits from being included in employment contracts unless a policy adopted by the public body authorizes such benefits. AB 385 additionally sets forth specifications on contractual provisions concerning employee bonuses and contractual entitlements to severance and other forms of payment upon separation of employment in some instances.

As a result of AB 385, the Board is being asked to approve a second amendment to the existing April 4, 2017, employment agreement between the District and John J. Entsminger. This proposed second amendment to Mr. Entsminger's employment agreement seeks to align the contract with the provisions of AB 385 and further clarifies that the term of the agreement will continue until either the Board or Mr. Entsminger decides to terminate the agreement. In a separate item that is also based on AB 385, the Board is being asked to approve Board Policy 13, which outlines the benefits provided to the District's General Manager.

This action is authorized by Sections 9(1) and 9.5 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this amendment.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment (“Second Amendment”) to the April 7, 2017 employment agreement (“Agreement”) between the Las Vegas Valley Water District, a political subdivision of the State of Nevada (“District”), and John J. Entsminger, an individual and resident of Clark County, Nevada (“Entsminger”), is made and entered into this 7th day of December 2021 (“Effective Date”). District and Entsminger are herein referred to collectively as “Parties” and individually as “Party”. Unless specifically defined herein, all terms used in this Second Amendment shall have the meanings set forth in the Agreement.

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

WHEREAS, the Agreement has been amended once before on January 7, 2019; and

WHEREAS, the Parties desire to further amend the Agreement as set forth below;

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

1. Section 2 of the Agreement entitled “Term” shall be replaced in its entirety with the following language:

“The term of this Agreement shall commence on the Effective Date of the Agreement and shall continue until one of the Parties terminates the Agreement in accordance with this Section. Subject to the provisions of Section 3 below, either Party may terminate this Agreement by providing at least 90 days prior written notice of termination to the other Party.”

2. Section 3 of the Agreement entitled “Termination and Severance Pay” shall be replaced in its entirety with the following language:

“A. In the event the District wishes to terminate this Agreement without “Cause” (as defined below), or in the event that Entsminger is unable to perform his duties hereunder due to disability caused by sickness, accident, injury, mental or physical incapacity, District shall pay Entsminger, in a lump sum payment, all salary and the monetary equivalent of employee benefits owing to Entsminger hereunder as if Entsminger had remained employed by the District for the 12-month period following his employment separation date (the “Contractual Severance”). Entsminger will not be entitled to receive the Contractual Severance if he is terminated for “Cause” or if he voluntarily resigns without a Board request that he do so while an investigation relating to his employment is pending. For the sake of clarity, a Board request that Entsminger resign before the conclusion of an investigation relating to his employment (and consequently, before a determination that Entsminger has committed wrongdoing) will constitute termination “without Cause.”

For purposes of this Agreement, “Cause” is defined as follows:

1. *The conviction of a crime preventing Entsminger's proper and faithful performance of his duties under the Agreement.*
2. *Investigated and substantiated violations of the District's Administrative Policies regarding Alcohol and Substance Abuse; Prohibited Discrimination, Harassment, or Retaliation; and Workplace Violence.*
3. *Final and non-appealable determination by an administrative agency or a court that Entsminger has committed a breach of fiduciary duty related to the performance of his duties under this Agreement.*

B. Nothing in this Agreement is intended to diminish or negate any other benefit to which Entsminger may be entitled by District policy, as such policies may change from time to time in the District's sole discretion."

3. Section 7 of the Agreement entitled "Management Benefits" shall be deleted from the Agreement in its entirety.
4. Section 8 of the Agreement entitled "Retirement" shall be replaced in its entirety with the following language:

"District agrees to pay all retirement costs associated with Entsminger's employment, including costs related to Entsminger's participation in: (a) the District's Retirement Plan; (b) the District's 401(a) Plan – GM; (c) a nonqualified Excess Benefit Plan providing benefits that would have been provided under the District's Retirement Plan if not limited by IRC Section 415; (d) a 457(f) plan providing benefits that would have been provided under the District's Retirement Plan if not limited by IRC Section 401(a)(17); (e) a 457(b) deferred compensation plan; and (f) and all other benefit plans available to all District employees. District shall fund contributions to Entsminger's 457(b), 457(f) and 401(a) Plans in each calendar year up to the annual limit allowed by the Internal Revenue Code."

5. Section 9 of the Agreement entitled "Professional Development" shall be deleted from the Agreement in its entirety.
6. Section 10 of the Agreement entitled "General Expense" shall be deleted from the Agreement in its entirety.
7. Section 11 of the Agreement entitled "Annual Evaluation" shall be renamed "Performance Evaluation" and shall be replaced in its entirety with the following language:

"The Board and Entsminger shall jointly develop performance standards applicable to Entsminger. While this Agreement is in effect, Entsminger shall be given a performance evaluation during a public meeting at least every 24 months, and shall be eligible for a

salary increase at that time up to 5 percent. Entsminger's evaluation shall be based upon the performance standards developed jointly by the Board and Entsminger."

8. An additional Section entitled "Other Benefits" shall be added to the Agreement following the final Section entitled "Waiver" and shall include the following language:

"Nothing in this Agreement is intended to diminish or negate any benefit to which Entsminger may be entitled by District policy, as such policies may change from time to time in the District's sole discretion, including but not limited to policies on health benefits, management benefits, general expense reimbursement, reimbursement for professional development and annual cost-of-living adjustments."

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

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

Marilyn Kirkpatrick, President
Board of Directors

John J. Entsminger, Employee

Approved as to form:

Gregory J. Walch, Esq.
General Counsel

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

December 7, 2021

Subject:

Board Policy – General Manager Benefits

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve Board Policy 13 on General Manager Benefits.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On February 4, 2014, the Board approved an employment agreement with John J. Entsminger to serve as the District's General Manager. The Board approved a revised employment agreement with Mr. Entsminger on April 4, 2017, that was amended with Board approval on January 7, 2019.

On June 4, 2021, the Governor of Nevada approved Assembly Bill 385 (AB 385) pertaining to employment contracts entered into by public bodies. In relevant part, AB 385 restricts certain benefits from being included in employment contracts unless a policy adopted by the public body authorizes such benefits. AB 385 additionally sets forth specifications on contractual provisions concerning employee bonuses and contractual entitlements to severance and other forms of payment upon separation of employment in some instances.

As a result of AB 385, the Board is being asked to approve Board Policy 13, which outlines benefits provided to the District's General Manager. In a separate item, the Board is also being asked to approve AB 385-related changes to Mr. Entsminger's employment agreement.

This action is authorized by Section 9(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.

LAS VEGAS VALLEY WATER DISTRICT BOARD POLICY	SUBJECT: GENERAL MANAGER BENEFITS	NUMBER: 13
	APPROVED BY: BOARD OF DIRECTORS 12/7/2021	ISSUE: 1
ISSUING DEPARTMENT: HUMAN RESOURCES		PAGE: 1 OF 2

1. Purpose

The purpose of this policy is to outline certain benefits provided to the General Manager of the Las Vegas Valley Water District ("District"). This policy does not diminish any other benefits or entitlements to which the General Manager may be entitled by contract, nor does this policy constitute an employment contract or create any contractual rights or entitlements. The benefits outlined below may be changed or discontinued in the Board's sole discretion.

2. General Manager Benefits

- A. The General Manager shall accrue annual, sick, holiday, bonus, and administrative leaves, and longevity benefits and other employment benefits at the same rate and subject to the same conditions as other management employees in accordance with the plans, policies, and benefits in effect at the time of approval of this Policy or as such plans, policies, and benefits are amended from time to time. However, the General Manager shall be eligible for a maximum separation benefit of 4.3 times that afforded to Level 3 management employees.
- B. The District recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the General Manager, and the District shall reimburse or pay for such general expenses in an amount not to exceed \$2,000 per month (\$24,000 per year) upon receipt of duly executed petty cash vouchers, receipts, statements or personal affidavits.
- C. The General Manager is an eligible participant in the District's Retirement Plan.
- D. The General Manager is an eligible participant in the District's 401(a) Plan – GM, a defined contribution plan. The District shall make contributions to the District's 401(a) Plan – GM up to the annual limit allowed by the Internal Revenue Code.
- E. The District's General Manager is an eligible participant in the District's 457(b) plan, and the District shall issue additional compensation to the General Manager, so that the General Manager may make personal contributions to the District's 457(b) plan up to the annual limit allowed by the Internal Revenue Code.

- F. The General Manager is an eligible participant in a 457(f) deferred compensation plan, and the District shall fund a lump sum amount equal to the benefits that would have been payable under the District's Retirement Plan but for the limit on compensation that is used to calculate benefits under the Retirement Plan imposed by the Internal Revenue Service.
- G. The General Manager is an eligible participant in all other benefit plans available to District employees, including but not limited to the District's 415(m) excess benefit plan.
- H. Nothing in this Policy is intended to diminish or negate any other benefit to which the General Manager may be entitled as a District employee under District policy as may be amended from time to time.
- I. The Board or its designee has previously approved all current employee benefits, including the benefits discussed herein, and through approval of this Policy, the Board reaffirms and ratifies these benefits and approves the General Manager's participation in such benefits as described above.

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

December 7, 2021

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:
That the Board of Directors approve and authorize the General Manager, or his designee, to sign a capital improvement grant agreement between the State of Nevada and the District for the Blue Diamond Water System rehabilitation efforts; accept grant funding in the amount of \$452,230; and authorize the General Manager, or his designee, to sign future modifications that do not fiscally impact the District.

Fiscal Impact:

If the above recommendation is approved, the District will receive funds from the State of Nevada in the amount of \$452,230.

Background:

The Blue Diamond Water System supplies water to residential and commercial service connections from two wells that were constructed in the early 1950s. The water system is aged and nearing the end of its useful service life. District staff has evaluated the Blue Diamond Water System and determined that the system requires significant repair and rehabilitation if it is to continue to provide safe and reliable drinking water to Blue Diamond customers.

The Blue Diamond Water System Rehabilitation Project will include the development and construction of one backup production well to maximize groundwater supply reliability; construction of replacement tanks, new power facilities, discharge/distribution pipelines, and pressure reducing valves to meet emergency, firefighting and operational requirements; and pipeline replacements to prevent unnecessary water loss.

The total project cost for these water system improvements is estimated to be \$10,558,000. The District is seeking funding from the Department of the Army, United States Army Corps of Engineers for 75 percent of these costs. To help reduce impacts to Blue Diamond ratepayers, the District submitted a funding request to the State of Nevada's Water Conservation and Capital Improvement Grants Program (Grant Program), which was established by the Nevada Legislature to assist publicly-owned water systems with the cost of capital improvement projects.

Approval of the attached agreement would allow the District to receive \$452,230 in grant funds from the State of Nevada and authorize the General Manager, or his designee, to approve future modifications that do not fiscally impact the District.

This agreement is being entered into pursuant Section 1 (17) 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 agreement.

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable Federal and State laws, to the maximum extent possible the provisions of NAC 349.430 through .49.574, and all directives issued by the STATE relating to the performance of this agreement. THE GRANTEE is responsible for the administration of this grant, the settlement and satisfaction of all contractual and administrative issues arising out of contracts entered into under the grant. The GRANTEE will act in accordance with sound business judgment, good administrative practice, appropriate cost principles, generally accepted accounting principles and complete, current and accurate cost and pricing data. The GRANTEE may retain an individual or firm to perform these functions for the GRANTEE.
2. At all times during regular business hours as often as the STATE requires, allow authorized representatives of the STATE full and free access to the project and to the accounts, records and books of the GRANTEE relative hereto, including the right to make copies from such accounts, records and books. Such accounts, records and books must be retained for three (3) years after completion of the project.
3. To the extent authorized by the law, the GRANTEE agrees to indemnify and hold the STATE of Nevada, its agents and employees harmless from all suits, actions, and proceedings of every name or description, including reasonable attorney's fees and expenses in defending same, in law or equity, on account of any loss, damage, liability, cost or expense to the person or property of another which was caused by the negligence of the GRANTEE, its officers, employees and agents under this Agreement.
4. Provide, erect and maintain a project sign of a size and format specified, and location approved, by the STATE prior to submittal of the first pay request.
5. Provide the STATE with a periodic progress report, periodic cash flow projection (future grant payment requests), periodic fiscal report and any pay request in a format prescribed by the STATE, and other documentation as required. A final

completion report for the project, or any component project, funded by this grant agreement shall be submitted by the GRANTEE to the STATE within sixty (60) days of final acceptance of the project by the GRANTEE per NAC 349.574.

Maintain:

- a. an accurate record of all cash and in-kind expenditures related to the project. Records must be supported by source documentation; All in-kind services claimed as GRANTEE share must be documented through timecards or records signed by both the employee and project supervisor. The GRANTEE must demonstrate that the in-kind services are not normal functions or ordinary operating expenses of the grantee and more economical than procured services or emergency circumstances dictated their use.
 - b. accounting records and codes that can distinguish costs that are eligible in ineligible for payment pursuant to the grant. The GRANTEE must be able to account for and isolate the flow of funds from the grant to the eligible costs of the project. Cancelled checks for all expenditures must be able to be traces to itemized project expenditures, invoices, and property documented time sheets.
 - c. a dedicated capital replacement projects fund. Appropriate projects include replacement of functionally obsolete and worn out facilities. Funds deposited to this account may not be used for ordinary repairs, maintenance of inventory, tools or other expendables. Similarly, this fund may not be used to construct new facilities where none have previously existed. This account must be identifiable on financial reports presented to the STATE.
6. Notify the STATE immediately in writing of problems, claims made against the GRANTEE or any person or contractor associated with the project, or changes in scope of work, budget, product, and performance. Contract modifications (changes) shall be submitted to the STATE for review and acceptance prior to the execution by the GRANTEE. Each proposed contract modification (change) shall include a justification and engineer's estimate and, if appropriate, the contractor's offer and

record of negotiation. However, prior STATE acceptance is not required for contract modifications to correct minor errors, minor modifications, or emergency modifications. These modifications, including their cost, must be justified and submitted to the STATE within (30) days. The STATE reserves the right to withhold payment until acceptance of the change.

7. Submit all plans and specifications to the appropriate state agencies having jurisdiction for review and approval prior to solicitation for construction. Prior to solicitation for construction bids, submit all plans to the Technical Assistant to the Board for Financing Water Projects for review to verify conformity to the grant award. Solicitation for construction shall be based upon plans, specifications and contract documents that the engineer certifies have been subjected to a life-cycle cost analysis and are 100% complete and include: bid ability, contractibility, operability, environmental reviews; if required, and a final engineer's estimate of the cost of construction. Review or approval of project plans, specifications, and contract documents, including change orders, by or for the STATE is for administrative purposes only and does not relieve the GRANTEE of its responsibility to design, construct, operate and maintain the water system project described in the grant application and this agreement. Provide the STATE an invitation within 7 days notice prior to all pre-construction conferences held between the GRANTEE and any contractor.

8. Submit proof to the STATE, prior to construction, that all required permits, easements, rights and approvals have been obtained. Construction shall not commerce until the STATE has issued a Notice to Proceed.

B. FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with the following terms:

1. Disbursement of grant funds shall be made upon compliance with the terms of the Agreement, including but not limited to:

a. Submission of periodic progress reports following an inspection by the GRANTEE or the GRANTEE'S designated representative certifying that construction work to-date

has been completed in accordance with STATE approved plans, specifications and contract documents.

- b. Requests for payment are to be on the form prescribed by the STATE and must be signed by the GRANTEE or the GRANTEE's designated representative. Such payments shall not exceed the full value of the grant, consistent with the terms and conditions of this agreement.
 - c. Proof of GRANTEE'S timely payment of contractor, legal administrative, supplier, engineering and other costs must be included with each periodic progress report.
 - d. Payments by the STATE are contingent upon the availability of proceeds from the sale of bonds by the STATE for this purpose. THE GRANTEE'S cost of interim financing incurred after the execution of the Funding Agreement, in order to make timely payment of contractor, legal, administrative, supplier, engineering and other costs will be eligible for payment by the STATE. (The costs of interim financing will generally be made out of the project's "contingency" budget item.)
 - e. The making by the STATE of any payment shall not constitute nor be construed as a waiver by the STATE of any breach, or impair or prejudice any right or remedy at law or equity available to the STATE.
 - f. The STATE shall not be responsible for increased costs including, but not limited to, those due to errors and omissions in the preliminary engineering report, grant application, plans, specifications and contract documents; defective specifications; failure to meet the project's performance standards; failure of the GRANTEE to exercise sound business judgment and good administrative practice, including grant and contract management; change orders not accepted by the STATE; and unmeritorious contractor claims.
2. Procurement procedures shall not restrict or eliminate competition and must be in accordance with the Nevada Revised Statutes and the Nevada State Administrative Code. The STATE is not a party to any contract, solicitation or requests for proposals executed by the GRANTEE.

3. Any recipient of state grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts:

a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.

b. All negotiated contracts (including negotiated contract modifications) awarded by the GRANTEE utilizing the state grant funds shall include a provision to the effect that the STATE shall have access to any books, documents, papers and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit and duplication. The GRANTEE shall require contractors to maintain all required records for three (3) years after GRANTEE makes final agreement with contractors.

4. The STATE may terminate this Agreement for any reason of default by the GRANTEE. Any of the following events shall constitute default:

a. Failure by the GRANTEE to observe any of the covenants, conditions or warranties of this Agreement and its incorporated provisions;

b. Failure by the GRANTEE to make reasonable progress report on the project;

c. Unsatisfactory financial conditions of the GRANTEE which endanger the performance of the grant; or

d. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors that are being contested in good faith by the GRANTEE.

The STATE shall give notice to the GRANTEE if the GRANTEE is in default in the performance of any of the duties of the GRANTEE described in this agreement. The GRANTEE shall have thirty (30) days from receipt of notice to cure the default, and if the GRANTEE cannot cure the default within such period of time, the STATE may terminate this agreement. The right of the STATE to terminate this Agreement shall not impair any other rights the STATE may have against the GRANTEE under this Agreement or in law or equity. No waiver of any default by the GRANTOR under this contract shall be held to

be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this contract are cumulative; this is in addition to every other remedy provided therein or under the law.

5. Upon default by the GRANTEE and subsequent failure to cure, the STATE may withhold further payments and may take the following additional actions as appropriate:

a. Terminate all or any other part of the balance of the grant.

b. Demand immediate repayment of all or part of any payment made to the GRANTEE.

6. If the GRANTEE fails to comply with any of the terms of this Agreement, the STATE shall have the right to file suit, in law, or equity. The purpose of the suit shall be to cause the GRANTEE to cure said violation or to obtain the return of funds granted to the GRANTEE by the STATE. Such suit may be brought in the First Judicial Court in the State of Nevada.

7. An audit of compliance with the grant application and this agreement, including applicable Federal and State laws, to the maximum extent possible to the provisions of NAC 349.554 through 349.574 and directives issued by the STATE relating to the performance of this agreement, is required by the STATE within 365 days of the completion of the capital improvements or water conservation project. Such audit shall be at the expense of the GRANTEE.

a. The GRANTEE must submit copies of the audit reports to the STATE along with comments on the findings and recommendations in the audit report, including a plan for corrective action taken or planned and comments on the status of corrective actions taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not necessary should accompany the audit report. The report shall be sent within thirty (30) days after the completion of the audit.

b. If the GRANTEE submits in-kind contributions for consideration as matching funds for the grant, an audit of all in-kind costs charged to the project must be provided to the STATE within 180 days of the completion of the project.

- 197 8. This funding Agreement shall be construed and interpreted according to the laws of
198 the State of Nevada.
- 199 9. This Agreement, including exhibits attached hereto and made part hereof, shall
200 constitute the entire agreement between the parties and any prior understanding or
201 representation of any kind preceding the date of this Agreement shall not be binding
202 upon either party to the extent incorporated in this Agreement.
- 203 10. Any modifications of this Agreement or additional obligation assumed by either party
204 in connection with this Agreement shall be binding only if evidenced in writing, signed
205 by each party or an authorized representative of each party.
- 206 11. All notices or other communications hereunder shall be sufficiently given and shall be
207 deemed given when: (a) hand delivered; (b) mailed by registered or certified United
208 States mail, postage prepaid; or (c) via email to the parties hereinafter set forth at the
209 following addresses:
- 210
- 211 Division of Environmental Protection
212 Board for Financing Water Projects
213 ATTN: Advisor To The Board
214 901 South Stewart Street, Suite 4001
215 Carson City, Nevada 89701
216 ndep-ofa@ndep.nv.gov
- 217
- 218 Las Vegas Valley Water District
219 ATTN: E. Kevin Bethel
220 1001 South Valley View Blvd.
221 Las Vegas, Nevada 89153-4447
222 kevin.bethel@lvvwd.com
223

12. Upon receipts of engineer's certificate of completion, the State shall execute a release only of its rights under the contract to seek repayment of the grant based on default. The release shall specifically state that the GRANTEE has performed the required duties under the contract and the STATE releases its rights to seek repayment of the grant or any portion thereof. The GRANTEE shall at the same time execute and deliver to the STATE a discharge from all claims or demands growing out of or connected with this contract.

IN WITNESS the following hereby acknowledge and have read the foregoing agreement. By signing the Funding Agreement, the parties represent they have the legal authority to sign this Funding Agreement on behalf of their respective agencies and intend for their respective agencies and intend for their respective agencies to be legally bound thereby.

GRANTEE:

Las Vegas Valley Water District

Signature

Date

E. Kevin Bethel

Chief Financial Officer, Las Vegas Valley Water District

Note: Please initial each page.

252 DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

253

254 _____

255 Signature

Date

256 Bradley Crowell

257 Director

258

259 _____

260 Signature

Date

261 Jason Cooper

262 Advisor to the Board for Financing Water Projects

263

264 REVIEWED AS TO FORM ONLY:

265 Aaron Ford, Attorney General

266 By:

267

268 _____

269 Signature

Date

270 Katie Armstrong

271 Deputy Attorney General

272

273

ATTACHMENT A

The Board for Financing Water Projects hereby approves a grant award subject to the following provisions and conditions:

1. The award of grant funds is contingent upon the availability of grant funds, which may be dependent upon the issuance of additional bonds. While the Board will use best efforts in selling any necessary bonds for the funding of this grant, approval of this grant does not imply or guarantee that any monies have been set aside for this project.
2. The State may enter into a funding agreement with Las Vegas Valley Water District (Blue Diamond Water System) ("Grantee") for the grant funds subject to the following conditions:
 - a. Bond funds sufficient to fund the project are projected to be available. The Grantee's costs of obtaining interim financing and the interest thereon, obtained after the execution of the Funding Agreement, will be eligible for grant reimbursement.
 - b. An administrative fee of \$1,000.00 has been paid to the State by the Grantee.
 - c. Per NRS 445A.920, the project's plans and specifications must be submitted to the Nevada Division of Environmental Protection for review and approval prior to construction.
 - d. The Grantee must assure that water rates will continue to meet or exceed the Board's policy on sufficient water rates as adopted on June 20, 2018.
 - e. The Grantee must adhere to the depreciation provisions of the "Policy on Capital Replacement Reserve Funds" as adopted by the Board for Financing Water Projects and dated June 20, 2018.
 - f. The Grantee must provide the Division a copy of their Fiscal Sustainability Plan as required of the "Policy on Fiscal Sustainability Plan" as adopted by the Board for Financing Water Projects and dated June 20, 2018.
 - g. Prior to the execution of the Funding Agreement, the Grantee must provide an estimate of the monthly disbursement of money, by the State, pursuant to the grant and provide monthly updates.
 - h. The Grantee must demonstrate that it has obtained all funding outlined in this summary. In the event that funding from other sources does not become available, the Grantee must demonstrate that it has secured alternate match funding before any construction bids may be awarded.
 - i. The Grantee is subject to the provisions of NAC 349.554 through 349.574 regarding the administration of this grant.

RESOLUTION G08-0421

Las Vegas Valley Water District- Blue Diamond Project Grant Commitment

- WHEREAS:** the Board for Financing Water Projects (the “Board”) of the State of Nevada (the “State”) is authorized by Chapter 349.980 to 349.987, Nevada Revised Statutes (the “Act”), to administer a program to provide grants of money to purveyors of water to pay for costs of capital improvements to publicly owned community water systems and publicly owned non-transient water systems required and made necessary by the State Board of Health pursuant to NRS 445.361 to 445.399, inclusive, or made necessary by the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) and the regulations adopted pursuant thereto; and
- WHEREAS:** Las Vegas Valley Water District, (“Applicant”) has applied to the Board for a grant for a project having eligible costs estimated to be \$10,058,000 to pay for costs of capital improvements to a publicly owned community water system within the jurisdiction of the Applicant, which capital improvements are commonly referred to as the “Las Vegas Valley Water District, Blue Diamond Water System Upgrade Project” (“Project”); and
- WHEREAS:** in connection with seeking a grant, the Applicant has submitted a written application (“Application”) to the Board (a true and correct copy of the Application is on file with the State); and
- WHEREAS:** the Board has taken all necessary and proper actions with respect to the Application as required pursuant to the Act and Chapter 349.430 to 349.545, Nevada Administrative Code (the “Regulations”), and in connection therewith, the Board has determined to provide a grant to the Applicant; and
- WHEREAS:** NAC 349.535 provides in relevant part, as follows:
- If the Board determines to provide a grant, it will adopt a resolution which will include: (a) a statement of the approval of the board that sets forth its findings of fact concerning its determinations made pursuant to NAC 349.530; (b) the application; and (c) the terms for providing the grant to the applicant.

IT IS RESOLVED by the Board for Financing Water Projects of the State of Nevada:

Section 1: This resolution shall be known as the “G012-0121 Las Vegas Valley Water District, Blue Diamond Water System Upgrade Project Grant Commitment

Section 2: In connection with its findings of fact set forth in Section 3 of this Resolution and subject to the provisions of Section 4 of this Resolution, the Board has determined, and does hereby declare, that it approves and shall provide a grant to the Applicant in an amount not to exceed \$452,230 of eligible project costs estimated to be \$10,058,000.

Section 3: Based on its review of the Application, and based on the records and documents submitted to the Board concerning the Project, the Board hereby makes the following findings of fact in support of its determination to award a grant to the Applicant:

- (a) The proposed capital improvement is economically justified and financially feasible;
- (b) The proposed capital improvement complies with the provisions of the NRS 349.980 to 349.987, inclusive;
- (c) The plan for development of the proposed capital improvement is satisfactory;
- (d) The Applicant is able to obtain the financing required to complete the capital improvement;
- (e) The Applicant has taken sufficient and reasonable efforts to determine whether the proposed capital improvement conflicts with any regional master plan of any local, state or federal governing authority, and those efforts have not revealed such a conflict; and
- (f) The proposed capital improvement will not use or waste excessive quantities of water.

Section 4: The conditions for providing the grant to the Applicant are set forth on Attachment A attached hereto and by this reference incorporated herein.

Section 5: The Application, on file with the State and by this reference incorporated herein, is a true and correct copy of the application filed by the Applicant with the Board.

Section 6: The Board hereby authorizes and directs the Director of the Department of Conservation and Natural Resources to take all necessary and appropriate actions to effectuate the provisions of this Resolution in accordance with the Act and NAC 349.549.

Section 7: This resolution shall be effective on its passage and approval.

PASSED, ADOPTED, AND SIGNED APRIL 28, 2021

Signed: DocuSigned by: Bruce Scott 4/30/2021 | 7:23 AM PDT
F01CD1879BFC416...

Chair
Board for Financing Water Projects

Attest: DocuSigned by: Jason Cooper 4/30/2021 | 7:44 AM PDT
7C85443BE32D486...

Advisor
Board for Financing Water Projects

STATE OF NEVADA)
) ss.
CARSON CITY)

I, Jason B. Cooper Advisor to the State Board for Financing Water Projects (the "Board"), do hereby certify that:

1. The foregoing pages constitute a true, correct, complete and compared copy of the "G08 - 0421 Las Vegas Valley Water District- Blue Diamond Project - Grant Commitment" (the "Resolution"), which was passed and adopted by the Board at its April 28, 2021 meeting in Carson City, Nevada.
2. The original of the Resolution was signed by the chairman of the Board and authenticated by me as the Advisor to the Board.
3. The following members of the Board who were present,

Bruce Scott
Christine Vuletich
Carl Ruschmeyer
Mike Workman

voted in favor of the passage of the Resolution.

4. All members of the Board were given due and proper notice of such meeting.
5. Pursuant to NRS 241.020, written notice of such meeting was given at least three working days before the meeting:
 - (a) By mailing a copy of the notice to each member of the Board:
 - (b) By posting a copy of the notice at the principal office of the Board, or if there is no principal office, at the building in which the meeting was held, and at least three other separate, prominent places within the jurisdiction of the Board, to wit:
 - (i) State of Nevada Public Notice Website - <https://notice.nv.gov/>
 - (ii) The Nevada Division of Environmental Protection's public notice website: <https://ndep.nv.gov/posts>
6. No other proceedings were adopted, and no other action taken or considered at such meeting relating to the subject matter of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.

DocuSigned by:

7C85443BE32D486...

4/30/2021 | 7:44 AM PDT

Jason B. Cooper

Date

Advisor

Board for Financing Water Projects

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

December 7, 2021

Subject:

DMC Notice Resolution, Series 2022D

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution notifying the Clark County Debt Management Commission of the District's proposal to borrow money by issuing general obligation bonds, additionally secured by pledged revenues, in the maximum aggregate principal amount of \$80,000,000 and providing certain details in connection therewith.

Fiscal Impact:

The debt service on the bonds will be paid from District water revenues.

Background:

The District is proposing to issue General Obligation (Limited Tax) Water Bonds (Additionally Secured by Pledged Revenues), Series 2022D in the maximum aggregate principal amount of \$80,000,000. The proceeds of the bonds will be used for constructing, purchasing, or improving the District's water system and the cost of issuing these bonds.

This resolution makes a finding that the pledged revenues are sufficient to pay debt service on these bonds, that no increase in the rate of an ad valorem tax is necessary for payment of these bonds during the term thereof, and requests the Clark County Debt Management Commission (DMC) to approve that finding. Such a finding exempts the bonds from abatement in the event a tax levy is needed to pay the 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.

Summary - a resolution directing notice to the Clark County Debt Management Commission of the request for approval by the Board of Directors of the Las Vegas Valley Water District to issue general obligation (limited tax) water bonds.

RESOLUTION

A RESOLUTION CONCERNING THE FINANCING OF WATER PROJECTS; DIRECTING THE NOTIFICATION OF THE CLARK COUNTY DEBT MANAGEMENT COMMISSION OF THE DISTRICT'S PROPOSAL TO BORROW MONEY AND ISSUE SECURITIES TO EVIDENCE SUCH BORROWING IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$80,000,000; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Las Vegas Valley Water District (the "District") in the County of Clark (the "County") and State of Nevada (the "State") is now organized and operating under Chapter 167, Statutes of Nevada 1947, as amended (the "Project Act"), and is authorized to issue general obligations of the District which are additionally secured by certain revenues as set forth in the Project Act (the "Pledged Revenues") for the purpose of financing the cost of acquiring and constructing improvements for water projects for the District; and

WHEREAS, the Board proposes to issue, in one or more series, general obligation (limited tax) water bonds of the District additionally secured by the Pledged Revenues in the maximum aggregate principal amount of \$80,000,000 or such lesser amount as specified by the Chief Financial Officer of the District (the "Bonds"); and

WHEREAS, the Board, pursuant to NRS 350.020(3) (subject to the approval of the proposal to issue the Bonds by the Clark County Debt Management Commission), proposes to adopt and publish a resolution of intent to issue the Bonds; and

WHEREAS, based on a revenue study presented to the Board, the Board hereby determines that the Pledged Revenues will at least equal the amount required in each year for the payment of interest and principal on such Bonds; and

WHEREAS, the Board proposes to incur this general obligation without an election unless a petition signed by the requisite number of registered voters of the District is presented to the Board requiring the Board to submit to the qualified electors of the District for their approval or disapproval the following proposal:

**GENERAL OBLIGATION (LIMITED TAX) WATER BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
PROPOSAL:**

Shall the Board of Directors of the Las Vegas Valley Water District be authorized to issue the District's negotiable general obligation (limited tax) water bonds or other obligations (additionally secured by pledged revenues), in one or more series, in an aggregate principal amount not to exceed \$80,000,000 to defray wholly or in part the cost of acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the "Project"), the bonds or other obligations to mature not later than the maximum maturity allowed by law, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the bonds are sold, to be payable from general (ad valorem) taxes (except to the extent Pledged Revenues are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

WHEREAS, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

“1. Before any proposal to incur a general obligation debt or levy a special elective tax may be submitted to the electors of a municipality. . . , or before any other formal action may be taken preliminary to the issuance of any general obligation debt, the proposed incurrence or levy must receive the favorable vote of two-thirds of the members of the commission of each county in which the municipality is situated”

and

WHEREAS, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

“1. The governing body of the municipality proposing to incur general obligation debt . . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission”

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT, NEVADA:

Section 1. This resolution shall be known as and may be cited as the “2022D DMC Notice Resolution (LVVWD).”

Section 2. Based on the revenue study presented to the Board, the Board hereby finds that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Bonds described in the Proposal for the term thereof (the “Finding”) and requests that the Clark County Debt Management Commission (the “Commission”) approve the Proposal and the Finding.

Section 3. The Chief Financial Officer and Treasurer of the District (the “Treasurer”) is authorized to and directed to:

(i) notify the Secretary of the Commission of the District’s Proposal and Finding;

(ii) submit to the Secretary of the Commission the Finding and a statement of the Proposal in sufficient number of copies for each member of the Commission; and

(iii) submit to the Secretary of the Commission and the Nevada Department of Taxation any necessary amendments to the District’s statements of current and contemplated debt, capital

improvement plan and debt management policy to conform to the provisions of this resolution.

Section 4. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the Proposal be, and the same hereby is, ratified, approved and confirmed.

Section 5. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other 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 other provision shall not affect any of the remaining provisions of this resolution.

Section 7. This resolution shall become effective and be in force immediately upon its adoption.

INTRODUCED, ADOPTED AND APPROVED on December 7, 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:

2. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the Board of Directors of the District (the “Board”) on December 7, 2021.

3. 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.

4. 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
Ross Miller
William McCurdy, II
Michael Naft
Tick Segerblom

Those Voting Nay:

Those Abstaining:

Those Absent:

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

6. Pursuant to NRS 241.020, written notice of the meeting was given by 9:00 a.m. at least three working days before the meeting, including in the notice the time, place, location and agenda of the meeting:

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:

- (a) Las Vegas Valley Water District
1001 South Valley View Blvd.
Las Vegas, Nevada 89107;
- (b) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada 89155;
- (c) Grant Sawyer State Office Building
555 East Washington Avenue
Las Vegas, Nevada 89101; and
- (d) 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.

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

8. The revenue study presented to the Board which is referenced in the resolution is attached hereto as Exhibit B.

9. Upon request, the Board 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 governing body 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 December 7, 2021.

John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)

EXHIBIT B

(Attach Copy of Revenue Study)

EXISTING AND PROPOSED ANNUAL DEBT SERVICE REQUIREMENTS (1)
Las Vegas Valley Water District, Nevada
As of December 1, 2021

Fiscal Year Ending June 30	Estimated Revenues Available for Debt Service ⁽¹⁾	Existing LVVWD Revenue-Supported Bonds ⁽²⁾⁽³⁾	Series 2022D Bonds Debt Service ⁽⁴⁾		Total Existing and Proposed	Coverage
			Principal	Interest		
2022	\$ 619,010,254	\$ 56,596,826	\$ 0	\$ 0	\$ 56,596,826	10.94
2023	615,949,993	75,154,903	1,495,000	3,688,889	80,338,792	7.67
2024	631,660,509	75,194,153	1,260,000	3,925,250	80,379,403	7.86
2025	594,822,540	75,226,402	1,325,000	3,862,250	80,413,652	7.40
2026	621,969,395	75,263,153	1,390,000	3,796,000	80,449,153	7.73
2027	621,969,395	66,174,903	1,460,000	3,726,500	71,361,403	8.72
2028	621,969,395	58,705,152	1,530,000	3,653,500	63,888,652	9.74
2029	621,969,395	58,714,272	1,610,000	3,577,000	63,901,272	9.73
2030	621,969,395	58,703,232	1,690,000	3,496,500	63,889,732	9.74
2031	621,969,395	58,713,822	1,770,000	3,412,000	63,895,822	9.73
2032	621,969,395	58,705,053	1,860,000	3,323,500	63,888,553	9.74
2033	621,969,395	49,633,783	1,955,000	3,230,500	54,819,283	11.35
2034	621,969,395	49,637,080	2,050,000	3,132,750	54,819,830	11.35
2035	621,969,395	48,911,795	2,155,000	3,030,250	54,097,045	11.50
2036	621,969,395	48,178,477	2,260,000	2,922,500	53,360,977	11.66
2037	621,969,395	30,874,686	2,375,000	2,809,500	36,059,186	17.25
2038	621,969,395	29,302,556	2,495,000	2,690,750	34,488,306	18.03
2039	621,969,395	28,831,718	2,620,000	2,566,000	34,017,718	18.28
2040	621,969,395	28,834,288	2,750,000	2,435,000	34,019,288	18.28
2041	621,969,395	10,520,863	2,885,000	2,297,500	15,703,363	39.61
2042	621,969,395	10,522,063	3,030,000	2,153,250	15,705,313	39.60
2043	621,969,395	10,520,113	3,185,000	2,001,750	15,706,863	39.60
2044	621,969,395	10,514,463	3,340,000	1,842,500	15,696,963	39.62
2045	621,969,395	10,519,850	3,510,000	1,675,500	15,705,350	39.60
2046	621,969,395	10,520,500	3,685,000	1,500,000	15,705,500	39.60
2047	621,969,395	10,516,213	3,870,000	1,315,750	15,701,963	39.61
2048	621,969,395	10,516,788	4,060,000	1,122,250	15,699,038	39.62
2049	621,969,395	4,836,713	4,265,000	919,250	10,020,963	62.07
2050	621,969,395	4,832,875	4,480,000	706,000	10,018,875	62.08
2051	621,969,395	0	4,700,000	482,000	5,182,000	120.03
2052	621,969,395	0	4,940,000	247,000	5,187,000	119.91
Total		\$ 1,125,176,695	\$ 80,000,000	\$ 75,541,389	\$ 1,280,718,084	

Footnotes on the following page.

- (1) Fiscal year 2027 to fiscal year 2052 reflects a conservative projection by maintaining the fiscal year 2026 revenues.
- (2) District general obligation bonds additionally secured by Net District Pledged Revenues. If such revenues are not sufficient, the District may levy an ad valorem tax to pay the difference between such revenues and debt service requirements of the respective bonds. The District's 2010A Bonds supported by LVVWD revenues were issued as "Build America Bonds" or "BABs". The amounts shown reflect total interest due on those bonds and are not net of any BAB Credit. The credits are subject to sequestration at a rate of 5.7% for federal fiscal year 2021 - 2030 (October 1, 2021 through September 30, 2030).
- (3) Includes the estimated debt service on the Water SRF Bonds, Series 2016C Bonds in the amount of \$15,000,000 with an estimated interest rate of 1.78%. Does not include the LVVWD CREBs.
- (4) Interest estimated weighted average true interest cost at 3.28%.

SOURCE: Compiled by the Financial Advisors.

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

December 7, 2021

Subject:

2022A SNWA Improvement Bond Resolution

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution authorizing the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement Bonds, Series 2022A in the maximum aggregate principal amount of \$350,000,000 for the purpose of financing water projects for the Southern Nevada Water Authority.

Fiscal Impact:

The costs of the debt 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), subsequently amended. 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 July 15, 2021, the Authority adopted a resolution requesting the District to issue general obligation bonds additionally secured by SNWA pledged revenues (the "Bonds") in the maximum aggregate principal amount of \$350,000,000 for the purpose of financing the cost of water projects.

On August 3, 2021, the District adopted a resolution making a finding that no increase in ad valorem tax is anticipated with respect to the Bonds and requesting the Clark County Debt Management Commission to approve that finding, which it did on August 25, 2021.

On September 21, 2021, the District adopted a resolution authorizing the publication of two notices. One notice stated the District's intent to issue the Bonds and another notice set a public hearing on November 2, 2021, regarding the issuance of the Bonds. The 90-day petition period concludes December 25, 2021.

On November 2, 2021, the District conducted a public hearing on the Bonds.

The attached resolution provides consent to issue the 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 Bonds.

This resolution is being entered into pursuant to NRS Chapter 350 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.

JJE:EKB:RRS:mlt

Attachments: 2022A SNWA Improvement Bond Resolution

AGENDA
ITEM #

10

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 Improvement Bonds, Series 2022A and providing other matters relating thereto.

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT DESIGNATED THE “2022A SNWA IMPROVEMENT BOND RESOLUTION”; PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES) WATER IMPROVEMENT BONDS, SERIES 2022A; 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 purposes of: (i) constructing, purchasing, otherwise acquiring, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and

distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the “Project”); and

WHEREAS, pursuant to Section 27 of the District Act, the governing body of SNWA (the “SNWA Board”) requested the District to issue general obligations additionally secured by SNWA Pledged Revenues to pay wholly or in part the cost of the Project; and

WHEREAS, the Board has previously issued its: 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 Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2021A (the “2021A Bonds”); and Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2021C (the “2021C Bonds,” and together with the 2021A Bonds, the “2021 Bonds”); and

WHEREAS, pursuant to NRS 350.020(3), the District has published a notice of its intent to issue general obligation bonds (additionally secured by SNWA Pledged Revenues) for the purposes of the Project in the maximum aggregate principal amount of \$350,000,000, and in conformity with NRS 350.020(3) this resolution shall not become effective if a petition requesting an election on such bonds was presented to the Board within 90 days after such publication; and

WHEREAS, the Board has determined and does hereby declare that it is necessary and for the best interest of the District to issue improvement bonds of the District to effect the 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 Improvement Bonds, Series 2022A (the “Bonds”) to accomplish the 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

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 “2022A SNWA Improvement 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 clearly 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) “Construction Account” means the “Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement and Refunding Bonds, Series 2016A, Construction Account” created in Section 29 hereof.

(5) “Cost of the Project” means all or any part designated by the Board and/or the SNWA Board for the cost of the Project (as such Project is defined in the preambles above), or interest therein, which cost, at the option of the Board and/or the SNWA Board, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the District, the SNWA, or a purveyor member of the SNWA from funds available for use therefor, or advanced by the Federal Government, or from any other source, with the approval of the Board and/or the SNWA Board;

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(c) The costs of premiums on builders’ risk insurance and performance bonds, or a reasonably allocable share thereof;

(d) The costs of appraising, printing, estimates, advice, services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help or other agents or employees;

(e) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of

instruments, the taking of options, the issuance of the Bonds and any other securities relating to the Project, and bank fees and expenses;

(f) The costs of contingencies;

(g) The costs of the capitalization with the proceeds of the Bonds or other securities relating to the Project of any operation and maintenance expenses appertaining to the Project and of any interest on the Bonds or other securities relating to the Project for any period not exceeding the period estimated by the Board and/or the SNWA Board to effect the Project plus one year, of any discount on the Bonds or such other securities, and of any reserves for the payment of the principal of and interest on the Bonds or such other securities, of any replacement expenses, and of any other cost of the issuance of the Bonds or such other securities;

(h) The costs of amending any resolution or other instrument authorizing the issuance of or otherwise appertaining to outstanding bonds or other securities of the District issued on behalf of SNWA;

(i) The costs of funding any medium-term obligations, construction loans and other temporary loans of not exceeding ten years appertaining to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(k) The costs of demolishing, removing or relocating any buildings, structures or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated; and

(6) (l) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Board and/or the SNWA Board including rebates to the United States under Section 148 of the Tax Code.

(7) “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.

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

(9) “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 2012 Bonds, the 2015 Bonds, the 2016 Bonds, the 2017 Bonds, the 2018 Bonds, the 2019 Bonds, the 2020 Bonds, 2021 Bonds, and any bonds hereafter issued on a parity with the lien of the Bonds.

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

(11) “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.

(12) “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.

(13) “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.

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

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

(16) “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.

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

(18) “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.

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

(20) “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.

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

(22) “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 Project and toward the issuance, sale and delivery of the Bonds is ratified, approved and confirmed.

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

A. The estimated life or estimated period of usefulness of the facilities to be financed with the Bonds is not less than 31 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 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 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 Project. The Board, at the request of and on behalf of the SNWA, hereby authorizes the 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 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 Improvement Bonds, Series 2022A” in the aggregate principal amount set forth in the Sale Certificate (not to exceed \$350,000,000).

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 31 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 20 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 and

interest rate in which the principal of the Bonds comes due, in denominations equal to the amount of principal coming due in that year and at that interest rate. 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 IMPROVEMENT BONDS
SERIES 2022A**

No. _____ \$ _____

Interest Rate	Maturity Date	Dated As of	CUSIP
_____ %	_____ 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 _____, 2022, 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 “2022A SNWA Improvement 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 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 the 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 _____, 2022.

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 be deposited into 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 Improvement Bonds, Series 2022A, Construction Account” (the “Construction Account”) to be held by the District an amount sufficient to pay the Cost of the Project. After the 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 Construction Account shall be deposited into the Bond Fund hereinafter created to be used to pay the principal of and interest on 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 Improvement Bonds, Series 2022A, 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 \$750,000). After the 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 Construction Account and 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 Project. The Treasurer shall promptly notify the Board and SNWA Board 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 Project, or any part thereof, or to the proper completion of the 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 Improvement Bonds, Series 2022A, Principal Account” (the “Principal Account”), and the “Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement Bonds, Series 2022A, 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 from the Construction Account and the Costs of Issuance Account to pay the cost of the 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 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 Improvement Bonds, Series 2022A, 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 Project. Immediately following delivery of the Bonds, the District shall commence the completion of the 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 financed 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. 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 66. 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 67. 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 68. 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 69. 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 70. Effective Date. Provided that the District does not receive a petition conforming to the requirements of NRS 350.020(3) on or before 5:00 p.m. on December 25, this Resolution shall be effective upon expiration of the 90-day period on December 25, 2021 at 5:00 p.m.

INTRODUCED, ADOPTED AND APPROVED on this December 7, 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 “2022A SNWA Improvement Bond Resolution” adopted by the Board of Directors of the District (the “Board”) on December 7, 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 December 7, 2021.

John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)