



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

**REGULAR MEETING**  
**9:00 A.M. – JULY 19, 2022**

**COMMISSION CHAMBERS**  
**CLARK COUNTY GOVERNMENT CENTER**  
**500 S. GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA**

**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: July 12, 2022

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.

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**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**

**SOUTHERN NEVADA WATER AUTHORITY**  
**100 CITY PARKWAY, SUITE 700**  
**LAS VEGAS, NEVADA**

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

**REGIONAL JUSTICE CENTER**  
**200 LEWIS AVENUE**  
**LAS VEGAS, NEVADA**

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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.lvwd.com/lvwd-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@lvwd.com](mailto:agendas@lvwd.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@lvwd.com](mailto:publiccomment@lvwd.com). Public comment received through July 18, 2022, will be included in the meeting's minutes.

**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 June 7, 2022.

**CONSENT AGENDA Items 2 - 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.**

2. *For Possible Action:* Ratify approval of Change Order No. 1 to the contract with Las Vegas Paving Corporation for a contract price increase of \$200,000 and authorize the General Manager to sign Change Order No. 2 for an additional contract price increase of \$500,000, for a total contract price increase of \$700,000.
3. *For Possible Action:* Approve an amended and restated professional services agreement among Hobbs, Ong & Associates, Inc.; Public Financial Management, Inc.; and the District for independent financial advisory services, with the purpose of adding Public Financial Management, Inc., as a party to the agreement, amending the fee schedule, and increasing the not to exceed amount from \$150,000 to \$200,000 per fiscal year.
4. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the Nevada Department of Transportation and the District for modification of water facilities as part of the NDOT I-15 Tropicana Design Build Project in an amount not to exceed \$2,756,320 and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

## **AGENDA – LAS VEGAS VALLEY WATER DISTRICT – PAGE TWO – JULY 19, 2022**

5. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Jacobs Engineering Group Inc., and the District to provide professional engineering design services for miscellaneous civil, electrical, mechanical, and control systems projects in an annual amount not to exceed \$1,000,000, and authorize renewal for up to six additional one-year periods.
6. *For Possible Action:* Appoint Greg Kodweis to serve on the Las Vegas Valley Water District, Nevada OPEB Trust Fund Board of Trustees.

### **BUSINESS AGENDA**

7. *For Possible Action:* Conduct a public hearing and approve a cost-of-living wage adjustment of 5.4 percent based upon negotiations with employees represented by the Teamsters Local Union No. 14, effective July 19, 2022.
8. *For Possible Action:* Reject the bid from Codale Electric Supply, Inc., and award the bid for the supply of motor control units and switchgear to Autonomy Technology, Inc., for a total amount not to exceed \$15,000,000, which includes pricing, consumption and market condition increases, and authorize the General Manager to sign the purchase agreement.
9. *For Possible Action:* Award a contract for pipeline installation in Paradise Road between Twain Avenue and Karen Avenue to Harber Company, Inc., dba Mountain Cascade of Nevada, in the amount of \$10,858,500, authorize a change order contingency amount not to exceed \$1,000,000, and authorize the General Manager to sign the construction agreement.
10. *For Possible Action:* Adopt changes to the Service Rules that would prohibit service to a single-family residential customer with a pool(s), spa(s) and/or water feature(s) that have a combined surface area greater than 600 square feet if the customer obtained a pool permit from the customer's governing jurisdiction after September 1, 2022.

### **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  
JUNE 7, 2022  
MINUTES**

CALL TO ORDER 9:03 a.m., Commission Chambers, Clark County Government Center,  
500 South Grand Central Parkway, Las Vegas, Nevada

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

DIRECTORS ABSENT: Marilyn Kirkpatrick, President

STAFF PRESENT: John Entsminger, Dave Johnson, Doa Ross, Greg Walch, Kevin Bethel

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

**COMMENTS BY THE GENERAL PUBLIC**

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

There were no members from the public wishing to speak.

**ITEM NO.**

**1. Approval of Agenda & Minutes**

FINAL ACTION: A motion was made by Director Jones to approve the agenda and the minutes from the special meeting of April 25, 2022, the regular meeting of May 3, 2022, and the special meeting of May 16, 2022. The motion was approved.

**CONSENT AGENDA** Items 2 – 17 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 amendment to the existing 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 increase of \$2,441,640, resulting in a total amount not to exceed \$16,258,574.
3. Approve and authorize the President to sign an interlocal agreement between Clark County and the District for the construction of water facilities as part of the CCPW Desert Inn Road from Nellis Boulevard to Blue Ash Lane Project for an amount not to exceed \$422,323.
4. Approve and authorize the General Manager or designee to sign an interlocal agreement between the City of Henderson and the District that allows for temporary water service to an area of unincorporated Clark County.
5. Authorize renewal of the contract between J&J Enterprises Services, Inc., and the District for the replacement of permanent pavement and concrete appurtenances in the amount of \$2,917,191 plus \$290,000 contingency and authorize the General Manager or his designee to renew the contract for one additional term.
6. Authorize renewal of the contract between J&J Enterprises Services, Inc., and the District for the replacement of permanent pavement and concrete appurtenances in the amount of \$2,681,760 plus \$260,000 contingency, and authorize the General Manager or his designee to renew the contract for one additional term.
7. Authorize renewal of the contract between Wadley Construction, Inc., and the District for the installation of new backflow prevention assemblies for the amount of \$3,574,810 plus \$350,000 contingency, and authorize the General Manager or his designee to renew the contract for one additional term.

8. Approve the Amended and Restated Agreement among Clark County, the Clark County Regional Flood Control District, the Clark County Water Reclamation District, the City of Henderson, the City of Las Vegas, the City of North Las Vegas, the Southern Nevada Water Authority, and the District regarding the Las Vegas Valley Watershed Advisory Committee.
9. Award a contract to install and connect pipelines in Deer Springs Way to Harber Company, Inc., dba Mountain Cascade of Nevada, in the amount of \$11,907,730, authorize a change order contingency amount not to exceed \$1,000,000, and authorize the General Manager or designee to sign the construction agreement.
10. A. Award a contract for pipeline replacement and connection to existing water meters in Blue Diamond to Byrd Underground, LLC, for the amount of \$2,051,160, authorize a change order contingency amount not to exceed \$200,000, and authorize the General Manager or designee to sign the construction agreement.
11. Approve and authorize the General Manager to sign an agreement between SAFStor Oso Blanca, LLC, and the District for developer participation in the cost of future infrastructure and authorize the District to receive from SAFStor Oso Blanca, LLC, an amount not to exceed \$80,000 for future pressure regulating valve construction.
12. Approve and authorize the General Manager to sign an agreement between CRP-GREP Elan Centennial Owner, LLC, and the District for developer participation in the cost of future infrastructure and authorize the District to receive from CRP-GREP Elan Centennial Owner, LLC, an amount not to exceed \$80,000 for future pressure regulating valve construction.
13. Approve and authorize the General Manager to sign an oversized main extension agreement between Century Communities of Nevada, LLC, and the District for pipeline oversizing within the 2745 Pressure Zone for an amount not to exceed \$56,232, approve the form of the oversized main extension agreement to be used for future oversizing, and authorize the General Manager or his designee to sign future oversized main extension agreements pertaining to the construction of new water facilities with District reimbursements that do not exceed \$500,000.
14. Approve and authorize the General Manager to enter into an assistance agreement between the Bureau of Reclamation and the District to construct a new well at the Fort Apache Reservoir, accept funding in the amount of \$732,684, provide a matching contribution of up to \$793,741, and authorize the General Manager to sign future modifications to the assistance agreement that do not fiscally impact the District.
15. Approve and authorize the General Manager to sign an agreement between the State of Nevada Division of Welfare and Supportive Services and the District that provides funding through the District for monetary aid to customers who need assistance in paying their water bills.
16. Approve and authorize the General Manager to sign an agreement between Springs Café, LLC and the District for operation of café and catering services at the Springs Preserve.
17. Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a professional services agreement between LAGE Design, Inc, and the District to provide professional services for the design of an ethnobotanical garden at the Springs Preserve in an amount not to exceed \$419,353.

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

#### **BUSINESS AGENDA**

18. Approve a Memorandum of Understanding between the State of Nevada, Department of Conservation and Natural Resources, and the District for the distribution of \$30 million to the District for the Springs Preserve.

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

- 19. Conduct a public hearing and approve a cost-of-living wage adjustment of 5.4 percent based upon negotiations with employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2022.**

Vice President Gibson opened the public hearing. As there were no members wishing to speak, he closed the hearing.

FINAL ACTION: A motion was made by Director Jones to approve a cost-of-living wage adjustment. The motion was approved.

- 20. Conduct a public hearing and approve a cost-of-living wage adjustment of 5.4 percent based upon negotiations with employees represented by the Water Employees Association of Nevada, effective July 1, 2022.**

Vice President Gibson opened the public hearing. As there were no members wishing to speak, he closed the hearing.

FINAL ACTION: A motion was made by Director Jones to approve a cost-of-living wage adjustment. The motion was approved.

- 21. Conduct a public hearing and approve a cost-of-living wage adjustment of 5.4 percent based upon negotiations with employees represented by the Water Supervisors Association of Nevada, effective July 1, 2022.**

Vice President Gibson opened the public hearing. As there were no members wishing to speak, he closed the hearing.

FINAL ACTION: A motion was made by Director Jones to approve a cost-of-living wage adjustment. The motion was approved.

- 22. Approve annual cost-of-living wage adjustments of 5.4 percent for non-represented employees to correspond with represented employee adjustments, effective July 1, 2022.**

FINAL ACTION: A motion was made by Director Jones to approve a cost-of-living wage adjustment. The motion was approved.

- 23. Adopt the 2022D LVVWD Water Bond Resolution, providing for the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2022D, in the maximum principal amount of \$80,000,000, for the purpose of financing water projects for the Las Vegas Valley Water District.**

FINAL ACTION: A motion was made by Director Jones to adopt the bond resolution. The motion was approved.

#### **COMMENTS BY THE GENERAL PUBLIC**

There were no members from the public wishing to speak.

#### **Adjournment**

There being no further business to come before the board, the meeting adjourned at 9:13 a.m.

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

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

July 19, 2022

**Subject:**

Ratification and Authorization to Increase Contract Amount

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors ratify approval of Change Order No. 1 to the contract with Las Vegas Paving Corporation for a contract price increase of \$200,000 and authorize the General Manager to sign Change Order No. 2 for an additional contract price increase of \$500,000, for a total contract price increase of \$700,000.

**Fiscal Impact:**

The requested \$700,000 is available in the District's Operating and Capital Budgets.

**Background:**

On November 7, 2017, the Board of Directors awarded Contract No. R8498, Las Vegas On-Call Operation and Maintenance Support Services - 2017 (Contract), to Las Vegas Paving Corporation (LV Paving) in the amount of \$1,395,490, which provides critical on-call aid for emergency main breaks and support to other in-house maintenance personnel in high-priority maintenance of distribution facilities, associated infrastructure, and appurtenances. The Board further authorized a change order contingency amount of \$105,000 to be used in accordance with Resolution No. 9-97.

Several unexpected and emergency projects occurred requiring Change Order No. 1, which increased the Contract price by \$200,000 and the Contract amount to \$1,700,490. Change Order No. 1 requires Board ratification as the requested Contract price increase exceeded the authority of the General Manager under Resolution Nos. 2006-02 and 9-97.

If approved, Change Order No. 2 will modify the Contract price by an additional \$500,000 to allow LV Paving to continue to provide critical on-call services through expiration of the Contract on November 6, 2022. With this change, the new Contract price would total \$2,200,490. Change Order No. 2 requires Board approval as the recommended Contract increase exceeds the authority of the General Manager under the provisions of Resolution Nos. 2006-02 and 9-97.

These change orders are 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 this item.



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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	1057
<b>Corporate/Business Entity Name:</b>	Las Vegas Paving Corporatoin
<b>Doing Business As:</b>	
<b>Street Address:</b>	4420 S. Decatur Blvd.
<b>City, State, and Zip Code</b>	Las Vegas, NV 89103
<b>Website:</b>	lasvegaspaving.com
<b>Contact Name:</b>	Jake Marshall
<b>Contact Email:</b>	Jake.Marshall@lvpaving.com
<b>Telephone No:</b>	702-251-5800
<b>Fax No:</b>	702-251-4891

### Nevada Local Business Information (if applicable)

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

### 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.

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

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	More than ten Board members/officers?		More than ten Owners?	No
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### Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Mendenhall Family Trust	Owner	100
Paula C. Mendenhall	Trustee	



## 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.

<b>Signer Name:</b>	Jake Marshall
<b>Signer Title:</b>	Project Principal
<b>Signer Email:</b>	jake.marshall@lvpaving.com
<b>Signed Date:</b>	2022-06-20

## 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.

Chetan Champaneri  
Signature

Chetan Champaneri, Purchasing Supervisor  
Print Name/Title

06/20/22  
Date

**LAS VEGAS VALLEY WATER DISTRICT**  
**CONTRACT NO. R8498,**  
**LAS VEGAS ON-CALL OPERATION AND MAINTENANCE SUPPORT SERVICES**  
**CHANGE ORDER NO. 1**

CONTRACTOR      Las Vegas Paving Corporation  
4420 South Decatur Boulevard  
Las Vegas, Nevada 89103

<u>ITEM NO.</u>	<u>DESCRIPTION OF CHANGE</u>	<u>ADD/DEDUCT</u>	<u>AMOUNT</u>
CO1	Modify the contract documents to add \$200,000 spending authority for the on-call blanket due to unforeseen construction activities associated with 31 sewer lateral conflicts and relocations, hard dig through approximately 1000' caliche and full street section paving as directed by City of Las Vegas for Task 4: Westlund Drive Emergency Main Break repairs.	ADD	\$200,000

**TOTAL CHANGE IN CONTRACT TIME FOR FINAL COMPLETION      NO CHANGE      NO CHANGE**

**TOTAL CHANGE IN CONTRACT PRICE      ADD      \$200,000**

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 costs 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. R8498 remain unchanged.

ACCEPTANCE BY CONTRACTOR:

BY: *Jake Marshall*      DATE: Jun 28, 2022  
BY: Jake Marshall (Jun 28, 2022 09:58 PDT)

PRINT: Jake Marshall

AUTHORIZED BY OWNER:

BY: *John J. Entsminger*      DATE: Jun 28, 2022  
BY: John J. Entsminger (Jun 28, 2022 11:16 PDT)  
John J. Entsminger, General Manager

**LAS VEGAS VALLEY WATER DISTRICT**  
**CONTRACT NO. R8498,**  
**LAS VEGAS ON-CALL OPERATION AND MAINTENANCE SUPPORT SERVICES**  
**CHANGE ORDER NO. 2**

CONTRACTOR      Las Vegas Paving Corporation  
4420 South Decatur Boulevard  
Las Vegas, Nevada 89103

<u>ITEM NO.</u>	<u>DESCRIPTION OF CHANGE</u>	<u>ADD/DEDUCT</u>	<u>AMOUNT</u>
CO2	Modify the contract documents to add \$500,000 additional spending authority for the on-call blanket for future expenditures as needed for emergency on-call work through the existing contract year ending November 2022.	ADD	\$500,000

**TOTAL CHANGE IN CONTRACT TIME FOR NO CHANGE NO CHANGE**  
**FINAL COMPLETION**

**TOTAL CHANGE IN CONTRACT PRICE                      ADD                      \$500,000**

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 costs 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. R8498 remain unchanged.

ACCEPTANCE BY CONTRACTOR:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT: \_\_\_\_\_

AUTHORIZED BY OWNER:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

John J. Entsminger, General Manager

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

July 19, 2022

**Subject:**

Amended and Restated Agreement

**Petitioner:**

E. Kevin Bethel, Chief Financial Officer

**Recommendations:**

That the Board of Directors approve an amended and restated professional services agreement among Hobbs, Ong & Associates, Inc.; Public Financial Management, Inc.; and the District for independent financial advisory services, with the purpose of adding Public Financial Management, Inc., as a party to the agreement, amending the fee schedule, and increasing the not to exceed amount from \$150,000 to \$200,000 per fiscal year.

**Fiscal Impact:**

Fees for financial advisory services for the issuance and sale of bonds or other securities are paid from proceeds of the sale. In the proposed agreement, fees for services performed not related to sale of bonds or securities are paid out of operating funds. Funds requested for current year expenditures are available in the District's Operating Budget. Funds for future year expenditures will be budgeted accordingly.

**Background:**

On June 1, 2021, the Board of Directors approved a professional services agreement with Hobbs, Ong & Associates, Inc. (Hobbs Ong), with Public Financial Management, Inc. (PFM), as an approved subcontractor (Agreement). These agencies are established leaders in providing independent financial advisory services to business, state, and local government entities. Over the years, they have performed a wide range of specialized services for the District and the Southern Nevada Water Authority. In coordination with bond counsel, Hobbs Ong and PFM have provided support with managing and issuing debt securities, which includes debt timing and structure, rating agency presentations, assistance with underwriters, and coordinating with disclosure counsel. They have also provided financial consulting services on financial planning activities, including short- and long-term capital improvement program planning, financial policy guidance, and have supported citizens advisory committee meetings.

If approved, the attached amended and restated agreement (Amended Agreement) will amend the Agreement by adding PFM as a party, amending the fee schedule, and increasing the not to exceed amount to \$200,000 per fiscal year. By adding PFM as a party to the Agreement, PFM will be a direct consultant of the District, rather than a subconsultant of Hobbs Ong, resulting in the potential for improved oversight and accountability.

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:EKB:mlt

Attachments: Amended and Restated Agreement

AGENDA  
ITEM #

**3**



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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	["SBE - Small Business Enterprise: An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000."]
<b>Number of Clark County Residents Employed:</b>	3
<b>Corporate/Business Entity Name:</b>	Hobbs, Ong & Associates, Inc.
<b>Doing Business As:</b>	
<b>Street Address:</b>	6385 S. Rainbow Blvd., Suite 105
<b>City, State, and Zip Code</b>	Las Vegas, Nevada 89118
<b>Website:</b>	hobbson.com
<b>Contact Name:</b>	Katherine Sisolak
<b>Contact Email:</b>	kathy@hobbson.com
<b>Telephone No:</b>	7027337223
<b>Fax No:</b>	

### Nevada Local Business Information (if applicable)

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

## 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)?
Yes
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.

<b>No Ownership More than Five Percent (5%) Statement:</b> <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
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## Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Guy Hobbs	Managing Director	60
Katherine Sisolak	Director	40

## 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
Katherine Sisolak	Katherine Sisolak	Husband is Governor	N/A

### 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.*

<b>Signer Name:</b>	Katherine Sisolak
<b>Signer Title:</b>	Director
<b>Signer Email:</b>	kathy@hobbsong.com
<b>Signed Date:</b>	2022-06-07

## 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.

Chetan Champaneri  
Signature

Chetan Champaneri, Senior Purchasing Analyst  
Print Name/Title

6/8/2022  
Date



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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Limited Liability Company
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	0
<b>Corporate/Business Entity Name:</b>	PFM Financial Advisors LLC
<b>Doing Business As:</b>	
<b>Street Address:</b>	1735 Market Street, 42nd Floor
<b>City, State, and Zip Code</b>	Philadelphia, PA 19103
<b>Website:</b>	PFM.com
<b>Contact Name:</b>	Thomas Toepfer
<b>Contact Email:</b>	toepfert@pfm.com
<b>Telephone No:</b>	215-567-6100
<b>Fax No:</b>	215-567-4180

### Nevada Local Business Information (if applicable)

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

### 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.

<b>No Ownership More than Five Percent (5%) Statement:</b> <i>(if applicable)</i>
Employee Stock Ownership Plan - No one employee owns more than 5% of the company.

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	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>

## 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.

<b>Signer Name:</b>	Thomas Toepfer
<b>Signer Title:</b>	Managing Director
<b>Signer Email:</b>	toepfert@pfm.com
<b>Signed Date:</b>	2022-06-21

## 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.

Chetan Champaneri

Signature

Chetan Champaneri, Purchasing Supervisor

Print Name/Title

7/7/202

Date

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

This Amended and Restated Agreement (Agreement) is made and entered into by and between Hobbs, Ong & Associates, Inc. and PFM Financial Advisors LLC, together hereinafter called "CONSULTANT PARTY" individually and collectively as the "CONSULTANT PARTIES" and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." The CONSULTANT PARTIES 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" of this Agreement is July 1, 2021.

### **WITNESSETH:**

WHEREAS, On June 15, 2021, Hobbs, Ong, & Associates, Inc. and DISTRICT entered into an Agreement to provide professional services for independent financial advisory services ("Original Agreement"), and

WHEREAS, the Parties desire to make additional changes to the Original Agreement and therefore the Original Agreement is being replaced with this Amended and Restated Agreement, and

WHEREAS, the CONSULTANT PARTIES desire to work jointly to provide the Services described herein and to share the contractual responsibilities flowing from this Agreement;

WHEREAS, CONSULTANT PARTIES are properly qualified and desire to provide the professional services required by DISTRICT, and

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

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

### **1. SCOPE OF SERVICES:**

- 1.1. CONSULTANT PARTIES shall provide any requested services, including, but not limited to, the services described in Exhibit A, 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 PARTIES 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 PARTIES or an approved subcontractor.
- 1.3. In performing Services under this Agreement, CONSULTANT PARTIES 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 PARTIES 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 PARTIES have, or will secure at their 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 on July 1, 2021, through June 30, 2023, with DISTRICT's sole option to renew for 5, 1-year periods, unless terminated in accordance with the terms of this Agreement. During this period, CONSULTANT PARTIES agree to provide Services as required by DISTRICT within the scope of this Agreement. Notice of DISTRICT's decision to renew the Agreement shall be

given to CONSULTANT PARTIES no later than 30 days prior to expiration of the Agreement.

3. COMPENSATION:

3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT PARTIES, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.

CONSULTANT PARTIES shall provide itemized monthly invoices for Services performed during the previous month or as authorized by DISTRICT's representative. 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 PARTIES shall be included.

3.2. DISTRICT shall pay invoiced amounts from CONSULTANT PARTIES based on the fees set forth in **Exhibit A** within 30 calendar days after the date the invoice is received and approved by DISTRICT.

3.3. Travel expenses for CONSULTANT PARTIES and CONSULTANT PARTIES' subcontractor, if applicable, will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$200,000 in aggregate compensation for the CONSULTANT PARTIES per fiscal year.

5. RESPONSIBILITIES OF CONSULTANT PARTIES:

5.1. CONSULTANT PARTIES shall appoint a Manager, or a manager from each Consultant Party, who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager or Managers, or by CONSULTANT PARTIES' associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT PARTIES be unable to complete his or her responsibility for any reason, CONSULTANT PARTIES must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If CONSULTANT PARTIES fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.

5.2. CONSULTANT PARTIES agree that their 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 PARTIES shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT PARTIES, their subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT PARTIES shall follow practices consistent with generally accepted professional and technical standards.

5.4. It shall be the duty of CONSULTANT PARTIES to assure that all products of their effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT PARTIES will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT PARTIES shall, without additional compensation, correct or revise any errors or omissions in their work products.

5.4.1. Permitted or required approval by DISTRICT of any products or services furnished by CONSULTANT PARTIES shall not in any way relieve CONSULTANT PARTIES of responsibility for the professional and technical accuracy and adequacy of their work.

5.4.2. DISTRICT's review, approval, acceptance, or payment for any of CONSULTANT PARTIES' 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 PARTIES shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by CONSULTANT PARTIES' 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 PARTIES 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 PARTIES 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 PARTIES 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 PARTIES in the performance of the Services and will be available for consultation with CONSULTANT PARTIES at such reasonable times with advance notice as to not conflict with other responsibilities.
- 6.2. The Services performed by CONSULTANT PARTIES under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Kevin Bethel, Finance, telephone number (702) 822-8809 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- 6.3. The review comments of DISTRICT'S representative may be reported in writing as needed to CONSULTANT PARTIES. It is understood that DISTRICT'S representative's review comments do not relieve CONSULTANT PARTIES from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 6.4. DISTRICT shall assist CONSULTANT PARTIES 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.
- 6.5. CONSULTANT PARTIES 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 PARTIES.
7. TRUTH-IN-NEGOTIATION CERTIFICATION:
- Signing of this Agreement by CONSULTANT PARTIES shall constitute a truth-in-negotiation certification by CONSULTANT PARTIES 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 PARTIES 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 PARTIES 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 PARTIES and all of CONSULTANT PARTIES' 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 PARTIES, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of CONSULTANT PARTIES, 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 PARTIES is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT PARTIES hereby assigns, transfers, and conveys, all such Right to DISTRICT.

9.2.1. CONSULTANT PARTIES 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 PARTIES hereby waives and releases any claim of infringement of any Right of CONSULTANT PARTIES (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 PARTIES' 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 PARTIES hereby sells, conveys, transfers and assigns to DISTRICT all of CONSULTANT PARTIES' 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 PARTIES or otherwise arising out of the CONSULTANT PARTIES' 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 PARTIES if this sale, conveyance, transfer and assignment had not been made.

**11. INTERPRETATION:**

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

**12. CONFLICT OF INTEREST:**

During the course of performance of this Agreement, CONSULTANT PARTIES will not contract with any client whose interest is adverse to or would require CONSULTANT PARTIES 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 PARTIES 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 PARTIES 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 PARTIES 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 PARTIES further covenants that in the performance of said Services, no person having any such interest shall be employed.

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

15. COMPLETENESS AND ACCURACY OF CONSULTANT PARTIES' WORK:

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

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

16. INDEMNIFICATION:

CONSULTANT PARTIES, and each of them, 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 PARTIES' negligence, errors, omissions, recklessness or intentional misconduct of CONSULTANT PARTIES' or the employees or agents of CONSULTANT PARTIES' in the provision of Services or Work under this Agreement. This indemnification includes, 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 PARTIES, their agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by CONSULTANT PARTIES' employees, agents, subcontractors, arising out of the Services or Work under this Agreement; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. DISTRICT Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which CONSULTANT PARTIES has indemnified DISTRICT Parties by giving written notice of the assumption to CONSULTANT PARTIES. DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT PARTIES has indemnified DISTRICT Parties without the prior written consent of CONSULTANT PARTIES, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by CONSULTANT PARTIES to DISTRICT Parties applies to all

insurance policies of CONSULTANT PARTIES, whether primary, excess or umbrella coverage is provided to CONSULTANT PARTIES.

17. SCHEDULE FOR PERFORMANCE OF SERVICES:

17.1. Time is of the essence in this Agreement.

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

18. INSURANCE:

18.1. General:

18.1.1. CONSULTANT PARTIES shall not commence Work under this Agreement until each of them has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to DISTRICT, nor shall CONSULTANT PARTIES allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. CONSULTANT PARTIES shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify DISTRICT of any changes to their insurance coverage.

18.1.2. DISTRICT shall be named as an additional insured, under each CONSULTANT PARTIES' 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 PARTIES or their 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. With the exception of Professional Liability CONSULTANT PARTIES agree to waive their rights of subrogation against DISTRICT, and each of the CONSULTANT PARTIES' insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

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

18.1.3. DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT PARTIES' or subcontractor's liability for claims arising out of this Agreement. CONSULTANT PARTIES and subcontractor shall be responsible for insuring all of their own personal property, tools and equipment.

18.1.4. If CONSULTANT PARTIES 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 either of the CONSULTANT PARTIES with DISTRICT as an additional named insured on each of the CONSULTANT PARTIES' commercial general liability, automobile liability, excess and/or umbrella liability policies. CONSULTANT PARTIES shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event CONSULTANT PARTIES fail to pay the cost, DISTRICT has the right to set off any sums from the compensation due to CONSULTANT PARTIES as set forth in this Agreement and directly pay for such coverage.

18.1.5. With respect to all insurance required under this Agreement, the deductible shall not exceed \$200,000 without the prior written approval of the Risk Manager of DISTRICT.

18.2. Evidence of Insurance:

18.2.1. Each of the CONSULTANT PARTIES' insurance policies shall be written with a property

and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

18.2.2. Within 10 working days after the Effective Date, both of the CONSULTANT PARTIES shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT, CONSULTANT PARTIES agree to provide a copy of all insurance policies required under this Agreement.

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

18.2.4. For all insurance policies the CONSULTANT PARTIES shall provide on behalf of the insurer a minimum of 30 calendar days' prior notice to DISTRICT for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 days' prior notice.

18.3. Insurance Coverages:

18.3.1. Commercial General Liability Insurance: Each of the CONSULTANT PARTIES shall maintain commercial general liability insurance, contractual liability, , property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

18.3.2. Business Automobile Insurance: Each of the CONSULTANT PARTIES shall maintain business auto insurance for any non-owned, or hired, vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

18.3.3. Workers Compensation & Employers Liability Insurance: Each of the CONSULTANT PARTIES shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance CONSULTANT PARTIES maintain 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 PARTIES 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 PARTIES 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 either of the CONSULTANT PARTIES is permissibly self-insured for workers' compensation insurance in the State of Nevada, CONSULTANT PARTIES shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

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

19. TERMINATION:

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

20. REVIEWS:

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

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT PARTIES may furnish DISTRICT with

information that CONSULTANT PARTIES has independently determined to be confidential under Nevada law and that CONSULTANT PARTIES will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT PARTIES 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 PARTIES to DISTRICT within 30 calendar days of the disclosure. Confidential Information shall not include information that: is now or subsequently becomes generally available to the public through no fault or breach of DISTRICT; DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT PARTIES; 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 PARTIES 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 PARTIES 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 PARTIES. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to CONSULTANT PARTIES and work with CONSULTANT PARTIES in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT PARTIES and permitted by the Nevada Public Records Act.

Further, CONSULTANT PARTIES 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.

**22. USE OF MATERIALS:**

22.1. DISTRICT shall make available to CONSULTANT PARTIES such materials from their files as may be required by CONSULTANT PARTIES in connection with their performance of Services under this Agreement. Such materials shall remain the property of the DISTRICT while in CONSULTANT PARTIES' possession.

22.2. Upon termination of this Agreement, CONSULTANT PARTIES shall turn over to DISTRICT any property of DISTRICT in their possession and any calculations, notes, reports, or other materials prepared by CONSULTANT PARTIES in the course of performing this Agreement. Any proprietary software or other tools of CONSULTANT PARTIES used to execute the Work shall remain the property of CONSULTANT PARTIES.

**23. DATA PRIVACY AND SECURITY:**

23.1. Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an

aggrieved party for violation of this law.

23.2. CONSULTANT PARTIES shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in their collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by DISTRICT.

23.3. CONSULTANT PARTIES shall ensure that DISTRICT data is stored only in data center(s) that are subject to United States federal jurisdiction.

23.4. CONSULTANT PARTIES shall maintain a written information security program, including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

23.5. CONSULTANT PARTIES shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

23.6. CONSULTANT PARTIES agree to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT PARTIES by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

24. RECORDS:

CONSULTANT PARTIES 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.

25. ASSIGNMENT:

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

26. 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.

27. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

27.1. CONSULTANT PARTIES and any subcontractor working under the authority of CONSULTANT PARTIES, 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.

27.2. CONSULTANT PARTIES recognize 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 PARTIES in breach of the Agreement, terminate the Agreement, and designate either or both CONSULTANT PARTIES as non-responsible.

28. EQUAL EMPLOYMENT OPPORTUNITY:

28.1. CONSULTANT PARTIES and any subcontractor working under the authority of

CONSULTANT PARTIES, 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 PARTIES 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.

28.2. CONSULTANT PARTIES 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 PARTIES are solely liable for failure to comply with this provision.

29. APPLICABLE LAW:

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

30. VENUE:

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

31. 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 from the Party determined to be liable.

32. 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 PARTIES. This Agreement does not create any third-party beneficiary rights or causes of action.

33. WAIVER:

The failure of any 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.

34. CAPTIONS:

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

35. 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.

36. 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.

37. 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 PARTIES 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 PARTIES:

Hobbs, Ong & Associates, Inc.  
Attention: Kathy Sisolak  
6385 S. Rainbow Blvd., Suite 105  
LAS VEGAS, NV 89118  
kathy@hobbson.com

AND

PFM Financial Advisors LLC  
Attention: Thomas Toepfer  
107 Spring Street  
Seattle, WA 98104

To DISTRICT:

Las Vegas Valley Water District  
Attention: Kevin Bethel  
1001 S. Valley View Blvd.  
Las Vegas, Nevada  
Kevin.Bethel@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.

38. 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.

39. AUDITS:

The performance of this Agreement by CONSULTANT PARTIES is subject to review by DISTRICT to ensure contract compliance at the discretion of DISTRICT. CONSULTANT PARTIES agree 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 PARTIES. 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.

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 39 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 9 (Intellectual Property Acknowledgment), 10 (Intellectual Property Assignment), 16 (Indemnification), 21 (Confidentiality and Release of Information), 23 (Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

41. FORCE MAJEURE:

41.1. A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this



Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT PARTIES' economic hardship and changes in market conditions are not considered Force Majeure Events.

41.2. Both the DISTRICT and the CONSULTANT PARTIES have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the CONSULTANT PARTIES expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.

41.3. Where CONSULTANT PARTIES are prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and CONSULTANT PARTIES shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the CONSULTANT PARTIES' sole and exclusive remedy for such delay, and CONSULTANT PARTIES shall not be entitled to an increase in the sums due under Agreement. CONSULTANT PARTIES shall provide a revised schedule for performance in accordance with Paragraph 17.2.

41.4. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Parties, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

42. COMPANIES THAT BOYCOTT ISRAEL:

CONSULTANT PARTIES certify that they are 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.

43. 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.

44. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES.

Each CONSULTANT PARTIES' is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. The parties agree that if DISTRICT has designated CONSULTANT PARTIES as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. CONSULTANT PARTIES shall have the right to review and approve in advance any representation of CONSULTANT PARTIES' role as IRMA to DISTRICT. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements, which are provided in each CONSULTANT party's Disclosure Statement delivered to DISTRICT prior to or together with this Agreement.

45. INFORMATION TO BE FURNISHED TO CONSULTANT.

All information, data, reports, and records in the possession of DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to

CONSULTANT PARTIES'. CONSULTANT PARTIES' may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data

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

**Hobbs, Ong & Associates, Inc.**

**Las Vegas Valley Water District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PFM Financial Advisors, LLC**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A. Financial Planning**

1. Review and make recommendations regarding the short and long-term capital improvement programs in order to match sources of capital funding to infrastructure needs.
2. Provide financial feasibility studies which will include financing alternatives, amortization schedules, revenue estimates, revenue alternatives, rate modeling and analysis, and make recommendations to the DISTRICT as to the optimal financing strategy.
3. As requested, evaluate proposals and/or studies provided to the DISTRICT, by outside interested parties, relative to the financing of capital projects, financial transactions, and other transactions (e.g., water or power supply purchases) and report findings to the DISTRICT.
4. Assist the DISTRICT in debt management policy and other financial policy development, including policies and procedures for measuring and making financial decisions.

#### **B. Managing and Issuing Debt Securities**

1. Review existing debt structure to identify strengths and weaknesses of structure, identify restructuring and refunding opportunities.
2. Develop and analyze appropriate debt structure alternatives and bond financing schedules.
3. Assist the DISTRICT with credit rating management and upgrade strategies.
4. Assist the DISTRICT in the development of the terms of the financing and make recommendations concerning the terms and conditions and method of sale (including competitive or negotiated sale, group net or net designated, etc.) upon which the securities are to be issued and sold, including final repayment schedules, call and redemption features, reserve funds, revenue options, coverage requirements, and other details.
5. Coordinate the sale of bonds or other securities, including developing and maintaining schedule, coordinating meetings and document calls, evaluating and recommending pricing schedule. Provide analyses and updates and a final closing memorandum summarizing the sale.
6. Develop and review financing documents including the Preliminary and Final Official Statement, which sets forth financial and other information about the DISTRICT and a description of the security issue, for each contemplated debt issuance planned to be sold at a public sale.
7. Assist the DISTRICT, DISTRICT'S Disclosure Counsel, and the underwriter in the preparation of a Preliminary Official Statement and a final Official Statement for issues planned to be sold at a private sale. The preparation of the material will be in general conformance with Government Finance Officers Association Disclosure Guidelines for Offerings of Securities by State and Local Governments.
8. Assist the DISTRICT and DISTRICT'S Disclosure Counsel in the preparation of a Preliminary Official Statement and a final Official Statement for issues planned to be sold at a competitive sale. The preparation of the material will be in general conformance with Government Finance Officers Association Disclosure Guidelines for Offerings of Securities by State and Local Governments.
9. Review Official Statements not prepared by the CONSULTANT PARTIES and report findings to the DISTRICT.
10. Confer with legal counsel, disclosure counsel, bond attorneys, underwriters, bankers, actuarial firms, and accountants selected.
11. Assist the DISTRICT with presentations made to the Debt Management Commission (DMC) to secure its approval for issuance of securities. CONSULTANT PARTIES will assist with the presentations to DMC which typically include debt schedules provided by CONSULTANT PARTIES.
12. Inform the DISTRICT of market conditions and advise the DISTRICT as to appropriate timing for securities sale.
13. Participate with the DISTRICT in due diligence meetings.

14. Assist in the procurement of other financial services such as bond counsel, disclosure counsel, credit provider, trustee, printer and verification agent.
15. Assist the DISTRICT in establishing a marketing plan via widely circulated financial journals and publications, to obtain publicity for the DISTRICT's security sale.
16. Work with the DISTRICT and underwriters to develop appropriate marketing and investor materials as needed to support a negotiated sale of securities.
17. Assist the DISTRICT with preparation of materials for rating agency presentations.
18. Review bids to verify calculations are in conformance with the specifications, and make recommendations, for award of bids on competitive sales.
19. Assist with the pricing of bonds.
20. Perform the necessary functions in connection with the pricing, which include acting as liaison, assembling documents, and participate in all closings.

C. Other Services

1. Attend meetings as requested by DISTRICT, including meetings with matters directly or indirectly related to the planning and management of DISTRICT's debt.
2. Monitor and report local, State, and Federal regulations that may affect the DISTRICT's debt position.
3. The DISTRICT will assist the CONSULTANT PARTIES with the identification of any potential instances of material events.
4. CONSULTANT PARTIES will work with DISTRICT to notify, or cause to be notified, in accordance with requirements, all affected parties of any material event disclosures and potential impacts.

D. Citizen Advisory Committee Support

The CONSULTANT PARTIES will participate through the Rates and Rules Citizens Advisory Committee process, in which the committee is expected to consider and make recommendations about Las Vegas Valley Water District Service Rules, water rates and charges. As such, the CONSULTANT PARTIES will:

1. Assist with financial modeling and provide guidance related to any discussion and recommendations made by the committee.
2. Attend meetings in conjunction with or on behalf of the DISTRICT with stakeholder groups or other affected parties as may be requested by the DISTRICT.

E. Rates & Fee Schedule

The CONSULTANT PARTIES shall be compensated together for their services in accordance with the rate schedule below.

The fee and expenses for issuance of securities (transactions), refundings or new money, is contingent and is payable only upon the successful delivery of any securities. The fee shall be paid only from the proceeds of sale of the securities or other legally available sources. The minimum fee for each series of securities shall be \$12,000. The maximum allowable fee for each series of securities shall be \$125,000 (not including expenses). A bond issuance for the same general purpose which is issued on the same day and uses the same Official Statement will normally be considered as one series of securities even though the issuance is sub- divided into different series, (e.g., Series A, Band/or C). The fee and expenses for issuance of securities is contingent and is payable only upon the successful delivery of any securities. The fee shall be paid only from the proceeds of sale of securities.

Transaction Fee Based on Amount of Issue

To \$5,000,000	\$5.681 per \$1000
Additional Securities from \$5,000,001 to \$15,000,000	\$2.525 per \$1000
Additional Securities from \$15,000,001 to \$30,000,000	\$0.948 per \$1000
Additional Securities from \$30,000,001 to \$60,000,000	\$0.506 per \$1000
Additional Securities from \$60,000,001 to \$150,000,000	\$0.252 per \$1000
Additional Securities more than \$150,000,000	\$0.126 per \$1000

These amount shall be paid in aggregate to both CONSULTANT PARTIES and not individually.

In addition, the DISTRICT agrees to reimburse all expenses incurred in the performance of the consulting services rendered, including but not limited to, travel, lodging, meals, long distance telephone calls, printing, reproduction, advertising and other expenses, subject to approval, as identified in Exhibit B Travel Expense Reimbursement Policy.

- F. With thirty (30) days notice, either Party may request, in writing to the other Party, a review and revision of the rate schedule above. At that time, the rate schedule may be open to negotiation by either Party to provide for an increase or decrease of the rates, subject to changes in market conditions.
- G. The following services shall be excluded from the standard bond fee schedule above and shall be negotiated under separate agreement if such services are required:
1. Analysis and procurement of interest rate swaps and hedges and post-sale swap support and compliance services.
  2. Analysis and procurement of fuel hedges.
  3. Open market escrow analyses and bidding/procurement of open market and or State and Local Government Series (SLGS) securities for escrows, except as escrows may apply to SLGS for current and advanced refunding.
  4. Arbitrage rebate compliance strategies, analyses and filings.
  5. Bond proceeds' investments.
- H. The DISTRICT agrees to pay CONSULTANT PARTIES a retainer of \$4,150 per month. Upon mutual consent of the Parties, the fees for financial planning, committee support, and other services beyond the retainer amount and not directly related to issuance of securities (such as studies, negotiations, financial plans, reports, preparation of memoranda, and any other matters for which the DISTRICT may request assistance) will be billed to the DISTRICT on a time and materials basis plus expenses incurred in providing such services within the limit stated in the Agreement, Paragraph 4 (Limitation on Costs) and in accordance with the following hourly rates:

Managing Director	\$450
Director	\$375
Senior Managing Consultant	\$300
Senior Analyst	\$275
Analyst	\$250
Associate (Administrative Support)	\$150

All payments for services rendered by either CONSULTANT PARTY will be paid to Hobbs, Ong & Associates, Inc. on behalf of both CONSULTANT PARTIES to be dispersed between them as determined by the CONSULTANT PARTIES. The DISTRICT shall not be liable for disputes or payment demands between the CONSULTANT PARTIES.

I. Invoices

Invoices shall be submitted to the Las Vegas Valley Water District Attention: Chief Financial Officer and shall state information as outlined in the Agreement, Paragraph 3 (Compensation), including:

1. The agreed upon amount as per Paragraph E and H of this Section.
2. A list of expenses as noted in Paragraph E and H of this Section.
3. Invoices for the Services identified in Paragraph A and B of this Section shall be invoiced separately.

**EXHIBIT B**  
**TRAVEL EXPENSE REIMBURSEMENT POLICY**

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

DISTRICT shall reimburse CONSULTANT PARTIES 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.
- Additional Fees: The DISTRICT 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: CONSULTANT PARTIES shall invoice DISTRICT using the GSA Lodging Rate. Higher rates must be pre-approved by DISTRICT. If CONSULTANT PARTIES submitted rate is above GSA Lodging Rate without pre- approval, the DISTRICT 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 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 business is reimbursable.
- Mileage: CONSULTANT PARTIES shall invoice DISTRICT for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by DISTRICT.

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. CONSULTANT PARTIES shall invoice DISTRICT 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 business are reimbursable.
- Internet connection fees if required for DISTRICT business are reimbursable.

5. Tips

- Tips of any nature are not reimbursable.

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

July 19, 2022

**Subject:**

Agreement

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors approve and authorize the General Manager to sign an interlocal agreement between the Nevada Department of Transportation and the District for modification of water facilities as part of the NDOT I-15 Tropicana Design Build Project in an amount not to exceed \$2,756,320 and authorize the General Manager to sign any ministerial documents necessary to effectuate the transaction.

**Fiscal Impact:**

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

**Background:**

The Nevada Department of Transportation (NDOT) will be constructing the project known as NDOT I-15 Tropicana Design Build Project (Project). In conjunction with the Project, the District recommends abandonment of old water facilities and installation of new water facilities located within the Project along Harmon Avenue between Dean Martin Drive and Frank Sinatra Drive. The Project requires abandonment of an existing 24-inch waterline and vault structure in Harmon Avenue, installation of approximately 420 linear feet (LF) of 24-inch waterline and water facilities south of the existing pipeline, and installation of 31 LF of 12-inch waterline in Dean Martin Drive to connect to existing District facilities (District Improvements). NDOT and the District agree that it is advantageous to incorporate the District Improvements as part of the Project, which is generally shown on Exhibit A of the attached Interlocal Agreement No. 139858-A (Agreement). NDOT's contractor will schedule and complete the water facilities modifications located within the Project.

If approved, the attached Interlocal Agreement between NDOT and the District provides the terms and conditions under which NDOT's contractor will be responsible for construction, construction management, and acceptance of bids on behalf of the District. The modified water facilities would remain the property of the District. Pursuant to the Agreement, the District may refuse to approve the low bid if the bid exceeds the not-to-exceed amount of \$2,756,320. In that event, the District Improvements would be constructed at a later date.

This agreement is being entered into pursuant to NRS 277.180 and Sections 1(5) and 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:MAD:JLB:ND:JG:jac  
Attachments: Agreement

AGENDA  
ITEM #

**4**

## INTERLOCAL AGREEMENT

This Agreement, made and entered into on \_\_\_\_\_, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and Las Vegas Valley Water District, a political subdivision of the State of Nevada hereinafter called the "DISTRICT".

### WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the DEPARTMENT desires to construct the I-15 Tropicana Design Build Project which will reconstruct the Tropicana Interchange, install ITS infrastructure (including active traffic management from approximately the Russell Road Interchange to the Warm Springs Interchange), and construct HOV on and off ramps from I-15 to the south side of the Harmon Avenue grade separation, in Clark County, Nevada, to improve the safety, operations, and mobility of the Tropicana Interchange; provide for future improvements on I-15; and provide HOV access to the Resort Corridor (hereinafter "PROJECT"); and

WHEREAS, the DISTRICT desires that the DEPARTMENT, on the DISTRICT's behalf and at the DISTRICT's sole cost, include the improvements necessary to relocate the DISTRICT facilities in conflict with the DEPARTMENT's PROJECT. These improvements include installing new facilities and abandoning others in place, as outlined in Exhibit A of this Agreement ("WATER IMPROVEMENTS"); and

WHEREAS, this Agreement solely relates to the WATER IMPROVEMENTS and the relocations and protections of all other DISTRICT facilities are dealt with in separate agreements; and

WHEREAS, the purpose of this Agreement is to identify the DEPARTMENT's and the DISTRICT's financial, rights-of-way, utility relocations, and ongoing maintenance responsibilities due to the construction of the WATER IMPROVEMENTS; and

WHEREAS, the DISTRICT will reimburse the DEPARTMENT for the actual cost of the WATER IMPROVEMENTS as outlined in this Agreement; and

WHEREAS, the DEPARTMENT will include the WATER IMPROVEMENTS within the PROJECT and the WATER IMPROVEMENTS, which are of benefit to the DEPARTMENT, the DISTRICT, and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT and the DISTRICT are willing and able to perform as described herein.



NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

#### ARTICLE I – DISTRICT AGREES

1. To review and provide comment on design plans for the WATER IMPROVEMENTS provided by the DEPARTMENT's Design-Builder within 3 weeks.
2. To approve the design and construction of the WATER IMPROVEMENTS which are located within the existing DEPARTMENT, Clark County, or private property right-of-way (respectively).
3. To reimburse the DEPARTMENT within thirty (30) calendar days after receipt of the DEPARTMENT's monthly invoice for the completed portion of the WATER IMPROVEMENTS.
4. Upon approval by the DISTRICT, to allow the DEPARTMENT's Design-Builder to design and construct the WATER IMPROVEMENTS on its behalf as part of the PROJECT.
5. To be responsible for all costs associated with the changes requested by the DISTRICT for WATER IMPROVEMENTS.
6. To request all changes under paragraph 5 to the DEPARTMENT in writing.
7. To complete the review of all change orders submitted to the DISTRICT by the DEPARTMENT within 3 weeks after service of such change orders. No response from the DISTRICT within 3 weeks following the DEPARTMENT's services of such change orders upon the DISTRICT shall constitute the DISTRICT's acceptance of the changes and authorization for the DEPARTMENT and its Design-Builder to proceed with change orders so as not to delay the PROJECT. The DEPARTMENT will assume no liability therefore. The parties acknowledge that additional costs for change orders may require approval of the DISTRICT's governing board.
8. To be responsible for all costs associated with the changes accepted by the DISTRICT under paragraph 7 for WATER IMPROVEMENTS or DISTRICT-owned facilities that cannot be foreseen at this time. The DISTRICT shall have the right to reasonably reject any change orders proposed by the DEPARTMENT's Design-Builder.
9. To assign a project manager with approval authority on behalf of the DISTRICT to act as the DISTRICT representative and designated point of contact to oversee the WATER IMPROVEMENTS and to ensure compliance with applicable DISTRICT requirements and a continuity of communications between the DISTRICT and the DEPARTMENT. The DISTRICT shall provide all approvals to the DEPARTMENT in writing.
10. To coordinate and communicate with the DEPARTMENT and its Design-Builder regarding all work items related to the WATER IMPROVEMENTS, including, but not limited to, reviewing comments on plans, specifications, and DISTRICT's inspections for the WATER IMPROVEMENTS.
11. To use the Uniform Design and Construction Standards (UDACS), the DISTRICT's Service Rules, and standards, specifications, and procedures set forth in the DEPARTMENT's design-build contract as of the setting date with its design-build contractor for the review and approval of the WATER IMPROVEMENTS.

12. To report issues about the construction of the WATER IMPROVEMENTS to the DEPARTMENT's Resident Engineer or Assistant Resident Engineer, whichever is on site, within 24 hours of the DISTRICT's knowledge of such issues.

13. Upon the DISTRICT's approval of the DEPARTMENT Design-Builder's WATER IMPROVEMENTS design, to submit a permit application to the DEPARTMENT's District 1 Permit Office for the WATER IMPROVEMENTS within DEPARTMENT right of way as depicted in Exhibit A. Once all permit requirements are met and a right-of-way occupancy permit has been issued by the DEPARTMENT's District 1 Permit Office, the construction of the WATER IMPROVEMENTS by DEPARTMENT's Design-Builder can begin. The issued permit(s) shall be consistent with distinguishing the DISTRICT as the ultimate owner the WATER IMPROVEMENTS.

14. To retain responsibility for those DISTRICT facilities as depicted on Exhibit A that are abandoned in place in accordance with UDACS.

15. To acquire, at its sole cost and expense, any required property rights, permissions and all necessary permits for WATER IMPROVEMENTS that are to be designed, constructed, removed, and abandoned and filled within Clark County's right of way and/or on private property.

16. To accept and be solely responsible for asserting any and all of the DISTRICT's claims related to the construction and/or warranty of the WATER IMPROVEMENTS against the DEPARTMENT'S Design-Builder.

17. To assume and pay all costs and expenses for the defense of any claims brought against the DEPARTMENT to the extent the claims relate to the sufficiency of the design of the WATER IMPROVEMENTS. By assuming such responsibility, the DISTRICT does not waive the right to seek indemnification or contribution from the DEPARTMENT's Design-Builder for such claims. Further, the DISTRICT does not waive any statutory limitation of liability or sovereign immunity for such claims.

## ARTICLE II - DEPARTMENT AGREES

1. To invoice the DISTRICT monthly for the completed portion of the WATER IMPROVEMENTS and for all costs incurred due to the DISTRICT requested and accepted change orders, including construction engineering. The DEPARTMENT agrees to invoice the DISTRICT on the first of each month or, if the first of the month falls on a Nevada holiday or weekend, on the first business day of that month.

2. To require DEPARTMENT's Design-Builder to construct WATER IMPROVEMENTS to the standards, specifications, and procedures set forth in the DEPARTMENT's design-build contract as of the setting date, the UDACS, and the DISTRICT's Service Rules.

3. To review changes requested by DISTRICT within ten (10) working days.

4. To allow the DISTRICT to review, comment on, and approve change orders that involve features or items related to the WATER IMPROVEMENTS for which the DISTRICT assumes a maintenance responsibility. Approval shall be made within 3 weeks of service of change orders as described in Paragraph 7 of ARTICLE I. No response from the DISTRICT within this time frame shall constitute the DISTRICT's acceptance of the changes and authorization for the DEPARTMENT to proceed.

5. To provide to the DISTRICT redlined as-built drawings, GPS information and data, and close-out documents of the constructed WATER IMPROVEMENTS as one of the conditions for the DISTRICT's substantial completion acceptance of the WATER IMPROVEMENTS.

6. Throughout the construction of the WATER IMPROVEMENTS, the DEPARTMENT shall require that its Design-Builder:

- a. Carry general liability insurance with limits of no less than \$2,000,000 per occurrence, and a \$3,000,000 aggregate covering personal injury and property damage claims;
- b. Carry Worker's Compensation coverage as required by Nevada Statute with Employer's Liability limits of no less than \$500,000;
- c. Carry Professional Liability Insurance with limits of no less than \$1,000,000 per claim;
- d. Carry 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;
- e. Name the DISTRICT as an additional insured under its general liability insurance policy;
- f. Waive its right of subrogation for any loss related to against the DISTRICT; and
- g. Furnish to the DISTRICT a Certificate of Insurance evidencing such insurance within 15 days after execution of this Agreement.

7. All insurance required under this article shall be primary (pay first) with respect to any other insurance which may be available to the DISTRICT, regardless of how the "other insurance" provisions may read.

8. To allow the DISTRICT to observe, review, inspect, and comment on all construction work related to the WATER IMPROVEMENTS. Any comments shall be directed to the DEPARTMENT's Resident Engineer or Assistant Resident Engineer, whichever is on site, within 24 hours.

9. To allow the DISTRICT's abandoned water line depicted in Exhibit A, within DEPARTMENT's right-of-way, to remain in place. The DISTRICT will be responsible for those abandoned facilities that remain in DEPARTMENT's right of way.

10. To issue a new permit for the WATER IMPROVEMENTS that are being constructed for the DISTRICT and for the facilities that are being abandoned and filled in place, upon DISTRICT meeting all DEPARTMENT's permitting requirements.

### ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through the completion of the WATER IMPROVEMENTS construction and acceptance by the DEPARTMENT and the DISTRICT or unless otherwise terminated as provided herein.

2. The responsibility for maintenance, operation and ownership of the WATER IMPROVEMENTS, abandoned and filled facilities, and other water facilities that remain in DEPARTMENT's right of way shall survive the term of this Agreement.

3. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

4. The parties agree to allow each other to observe and inspect the construction of the WATER IMPROVEMENTS. The DEPARTMENT shall require its Design-Builder to schedule inspections with the DISTRICT forty-eight hours prior to commencing work on any of the WATER IMPROVEMENTS. The DEPARTMENT acknowledges that the DEPARTMENT's Design-Builder shall be responsible for any and all costs associated with uncovering and reperforming any work performed by the DEPARTMENT's Design-Builder, where the DEPARTMENT's Design-Builder has failed to notify the DISTRICT of the impending performance of work requiring a DISTRICT inspection. The DEPARTMENT shall not close out its contract with the DEPARTMENT's Design-Builder or otherwise relieve the DEPARTMENT's Design-Builder of any obligations under the DEPARTMENT's contract with the DEPARTMENT's Design-Builder until the DISTRICT provides acknowledgement of acceptance in writing.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired. In the event of termination for the lack of funding, the parties will work together to wrap up any outstanding items under this Agreement.

6. Should this Agreement be terminated by the DISTRICT prior to completion of the WATER IMPROVEMENTS, the DISTRICT will reimburse the DEPARTMENT for all improvement costs incurred as of the date of the termination for the WATER IMPROVEMENTS and additional costs related to the DEPARTMENT's Design-Builder's costs incurred due to the termination.

7. The DISTRICT agrees to pay the actual costs related to the WATER IMPROVEMENTS, which is estimated not to exceed \$2,756,319.87 (Two million, seven hundred fifty-six thousand, three hundred nineteen dollars and eighty-seven cents), as shown in Exhibit B. In the event that the low-bid cost of the WATER IMPROVEMENTS exceeds the 'not to exceed' amount, the bids for the WATER IMPROVEMENTS will be rejected. The DISTRICT within two (2) weeks of the rejection of the bids and in no event later than August 19, 2022, shall isolate the conflicting pipeline at the DISTRICT's sole cost; and, the DEPARTMENT's Design-Builder shall remove the pipeline section in conflict at the DEPARTMENT's sole cost. Once the DEPARTMENT's Design-Builder has completed its other PROJECT work in that area, the DISTRICT will install the WATER IMPROVEMENTS at the DISTRICT's sole cost.

8. The DEPARTMENT does not provide any warranty that the estimate of the WATER IMPROVEMENTS cost is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Design-Builder's bid prices and actual final costs to complete the WATER IMPROVEMENTS. To the extent DISTRICT relies on the estimates set forth in Exhibit B to this Agreement, it does so at its own risk of incurring higher actual final costs. The parties acknowledge that additional costs may require approval of the DISTRICT's governing board.

9. Construction, engineering, and inspection costs shall be the responsibility of each agency for their respective improvements. Notwithstanding the foregoing, the DEPARTMENT shall require that its Design-Builder reimburse the DISTRICT for all direct and indirect costs that the DISTRICT incurs in the inspection of the WATER IMPROVEMENTS, when inspections are required outside the DISTRICT's normal working hours and days.

10. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested,

postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director  
Attn.: Lynnette Russell, P.E., Project Manager  
Nevada Department of Transportation  
Division: Project Management  
1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (702) 671-6601  
Fax: (702) 671-8850  
E-mail: [lrussell@dot.nv.gov](mailto:lrussell@dot.nv.gov)

FOR DISTRICT: Janelle L. Boelter, P.E., Director  
Las Vegas Valley Water District  
1001 South Valley View Blvd., MS 610  
Las Vegas, Nevada 89153  
(702) 258-3186  
[janelle.boelter@lvvwd.com](mailto:janelle.boelter@lvvwd.com)

With copy to (excluding invoices): Las Vegas Valley Water District  
Attention: General Counsel  
1001 South Valley View Blvd., MS 475  
Las Vegas, NV 89153  
[generalcounsel@lvvwd.com](mailto:generalcounsel@lvvwd.com)

11. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for seven (7) years after final payment is made.

12. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

13. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or DISTRICT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach. Notwithstanding the foregoing, if the liability is covered by the insurance required under this Agreement or the agreement between the DEPARTMENT and the DEPARTMENT's Design-Builder, the DEPARTMENT's liability shall be limited to the insurance required in this Agreement or the agreement between the DEPARTMENT and the DEPARTMENT's Design-Builder, whichever is applicable.

14. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is

obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases. Both the DISTRICT and the DEPARTMENT have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the DEPARTMENT expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.

15. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

19. Except as otherwise expressly provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

21. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

22. Data Privacy and Security.

- a. During the course of this Agreement, the DEPARTMENT and the DEPARTMENT's Design-Builder will create, receive or have access to the DISTRICT's Facility Information and the Facility Information of the Southern Nevada Water Authority ("Authority"). Facility Information means drawings, maps, plans or records that reveal the DISTRICT's or 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 DISTRICT and the Authority. Facility Information is deemed to be Confidential Information of the DISTRICT and the Authority.
- b. The DEPARTMENT shall, itself, and shall require that its Design-Builder:
  - i. Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or

- disclosure, including at a minimum, strong password protection and encryption for data at rest and in transit on any network;
  - ii. Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
  - iii. Not create, collect, receive, access, or use Facility Information in violation of law;
  - iv. Use and disclose Facility Information solely and exclusively for the purposes of providing work or services under this Agreement;
  - v. 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 DISTRICT without the DISTRICT's prior written consent;
  - vi. Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the DISTRICT's prior written consent. Authorized Persons means the DEPARTMENT's and its Design-Builder's respective employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable the DEPARTMENT 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; and
  - vii. Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. The DEPARTMENT acknowledges that it will be liable to the District for any and all damages the District incurs from the DEPARTMENT's failure to ensure that its Authorized Persons and the Design-Builder's Authorized Persons are contractually bound to comply with all provisions of this section.
- c. THE DEPARTMENT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE DEPARTMENT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3). FURTHER THE DEPARTMENT SHALL HAVE ITS DESIGN-BUILDER ACKNOWLEDGE THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE DEPARTMENT'S DESIGN-BUILDER TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).
- d. 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 the DEPARTMENT's Design-Builder or by the DISTRICT to the extent that the DEPARTMENT's Design-Builder have access to DISTRICT'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.
- e. The DEPARTMENT shall, itself, and shall require that its Design-Builder :
- i. Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the DEPARTMENT's Design-Builder becomes aware of it, by telephone at the following number: 702-258-3889 and by email to [databreachnotice@lvvwd.com](mailto:databreachnotice@lvvwd.com), with a copy by email to the DISTRICT's contacts listed in this Agreement;
  - ii. At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;
  - iii. Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

- iv. Maintain and preserve all documents, records, and other data related to any Security Breach; and
- v. Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.
- f. The DEPARTMENT acknowledges that any breach of its covenants or obligations set forth in this section may cause DISTRICT irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, DISTRICT 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 DISTRICT 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.
- g. The DEPARTMENT shall, itself, and shall require that its Design-Builder implement administrative, physical and technical safeguards 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.

23. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

24. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

25. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

26. This Agreement constitutes the entire agreement of the parties related to the WATER IMPROVEMENTS and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Las Vegas Valley Water District

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

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John J. Entsminger  
General Manager

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Kristina L. Swallow, P.E.  
Director

Approved as to Legality and Form:

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Dennis Gallagher  
Deputy Attorney General

Approved as to Form:

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Gregory J. Walch  
General Counsel

Exhibit A  
NDOT I-15 DD-08 Harmon 24-Inch Relocation  
LVVWD Project # 139858

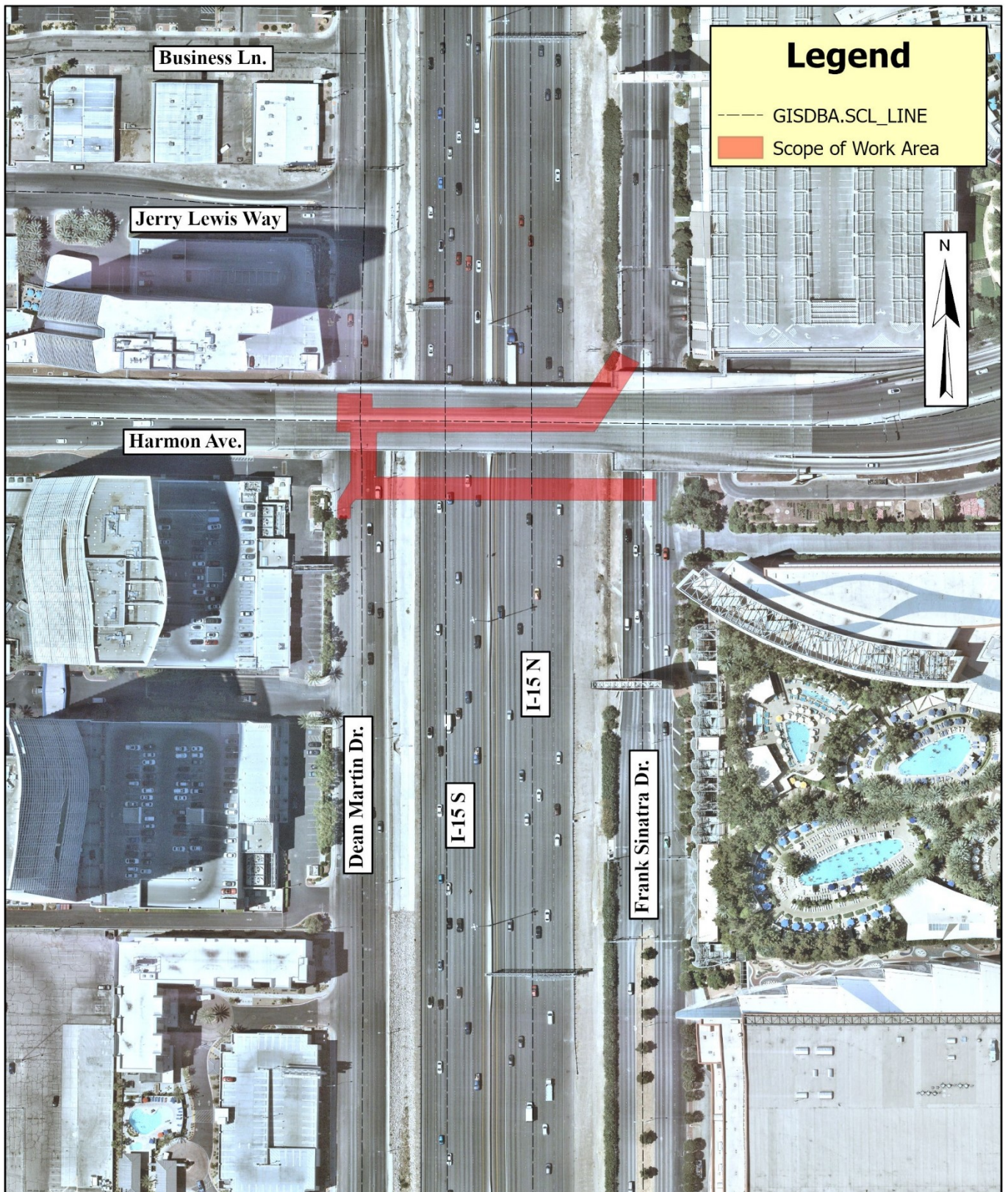
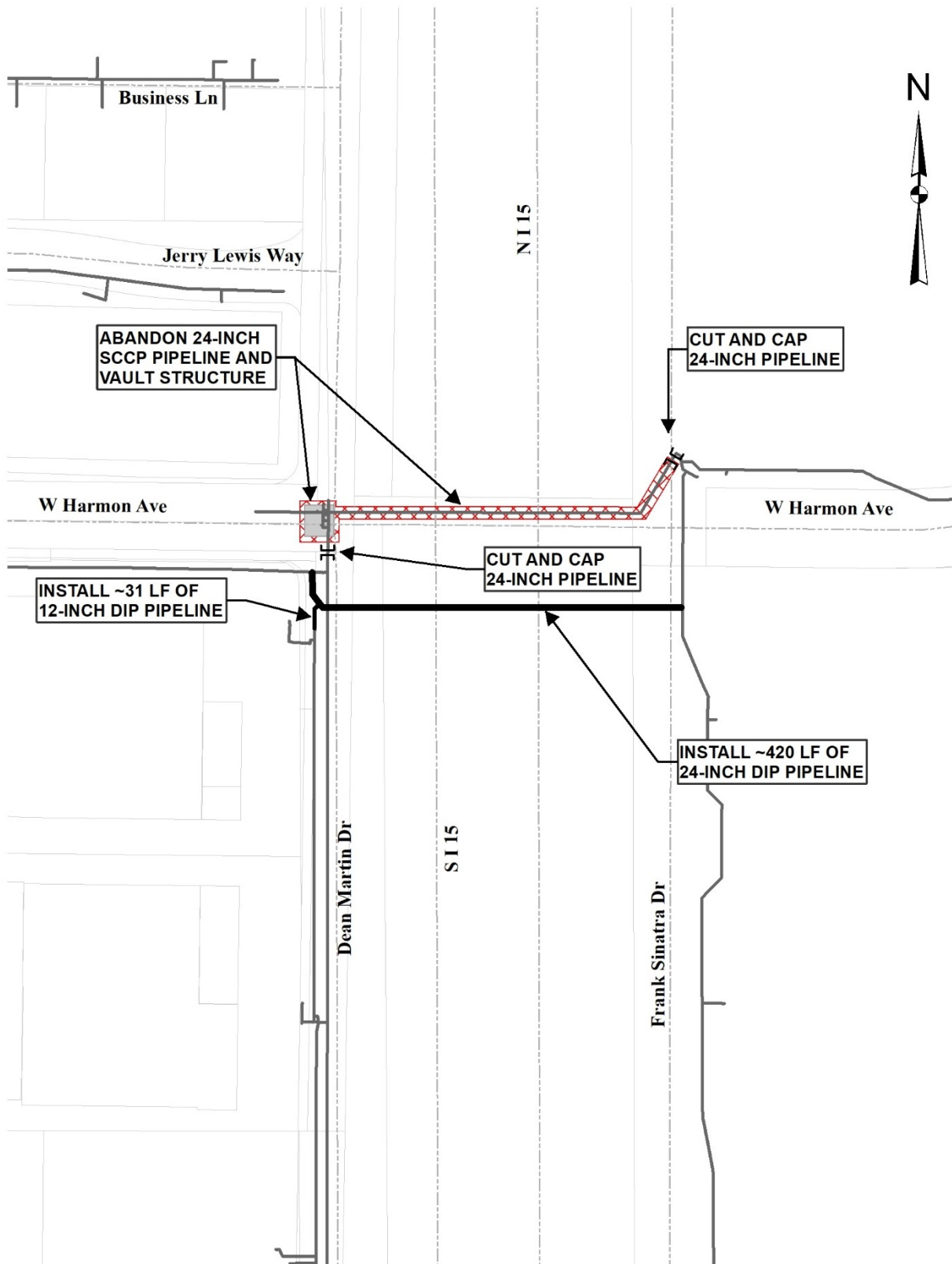




Exhibit A  
NDOT I-15 DD-08 Harmon 24-Inch Relocation  
LVVWD Project # 139858



**Exhibit B**  
**LVVWD 24" CROSSING AT I-15**  
**CONSTRUCTION COST ESTIMATE**

Description	Qty	U/M	U/C	Cost
E/L/B 24" - DIP	100	LF	\$ 2,500.00	\$ 250,000.00
E/L/B 12" - DIP	32	LF	\$ 2,000.00	\$ 64,000.00
Bore 48" Casing w/ 24" Pipe	331	LF	\$ 3,500.00	\$ 1,158,500.00
24 x 24 x 24 Tee	2	EA	\$ 30,000.00	\$ 60,000.00
24 x 24 x 12 Tee	1	EA	\$ 20,000.00	\$ 20,000.00
12 x 12 x 12 Tee	1	EA	\$ 9,000.00	\$ 9,000.00
24" - 22.5 Bend	2	EA	\$ 15,000.00	\$ 30,000.00
24" - 45 Bend	1	EA	\$ 15,000.00	\$ 15,000.00
12" - 45 Bend	2	EA	\$ 8,000.00	\$ 16,000.00
24" Valve with bypass	2	EA	\$ 22,500.00	\$ 49,000.00
6" Blowoff Valve	1	EA	\$ 15,000.00	\$ 15,000.00
6" Air Release Valve	1	EA	\$ 25,000.00	\$ 25,000.00
Connections	3	EA	\$ 15,000.00	\$ 45,000.00
Testing	455	LF	\$ 30.00	\$ 13,650.00
Grout Existing	320	LF	\$ 80.00	\$ 25,600.00
Remove Existing	200	LF	\$ 150.00	\$ 30,000.00
Removals	115	SY	\$ 75.00	\$ 8,625.00
Restoration	115	SY	\$ 250.00	\$ 28,750.00

Survey (1.3%)	\$ 24,220.63
Quality (2.6%)	\$ 48,441.25
Insurance Bonds (1%):	\$ 19,357.87
Risk (3.5%):	\$ 68,430.07
Design (10%)	\$ 202,357.48
Subtotal:	\$ 2,225,932.29
G&A (9.582%)	\$ 213,288.83
Margin (13%)	\$ 317,098.75

<b>Total</b>	<b>\$ 2,756,319.87</b>
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**LAS VEGAS VALLEY WATER DISTRICT  
BOARD OF DIRECTORS  
AGENDA ITEM**

July 19, 2022

**Subject:**  
Agreement

**Petitioner:**  
Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**  
That the Board of Directors approve and authorize the General Manager to sign an agreement between Jacobs Engineering Group Inc., and the District to provide professional engineering design services for miscellaneous civil, electrical, mechanical, and control systems projects in an annual amount not to exceed \$1,000,000, and authorize renewal for up to six additional one-year periods.

**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 January 18, 2017, a Statement of Qualifications (SOQ) solicitation was advertised on the Nevada Government eMarketplace (NGEM) system for miscellaneous engineering design services. The solicitation notice was sent to 9 local firms and 346 additional firms registered in the NGEM system for services of this type. Six firms responded to the SOQ solicitation, and on May 18, 2017, the Board of Directors awarded a professional services agreement to CH2M HILL Engineers, Inc., currently Jacobs Engineering Group, Inc. (Jacobs), in an amount not to exceed \$1,000,000 per contract year. That agreement expired on June 30, 2022.

Due to Jacobs' past work performance and knowledge of District systems, staff recommends approval of the attached Professional Services Agreement (Agreement), which provides the terms and conditions necessary for Jacobs to continue providing miscellaneous civil, electrical, mechanical, and control systems engineering and design support for District projects. As projects are identified, staff will negotiate each scope of work and associated costs directly with Jacobs. This Agreement will be effective for one year from Board approval, with the option to renew for up to six additional one-year periods.

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.



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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Publicly Traded Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	101
<b>Corporate/Business Entity Name:</b>	Jacobs Engineering Group Inc.
<b>Doing Business As:</b>	
<b>Street Address:</b>	1999 Brian Street Suite 1200
<b>City, State, and Zip Code</b>	Dallas, TX 75201
<b>Website:</b>	jacobs.com
<b>Contact Name:</b>	Ken Gilbreth
<b>Contact Email:</b>	ken.gilbreth@jacobs.com
<b>Telephone No:</b>	2146380415
<b>Fax No:</b>	7026380447

### Nevada Local Business Information (if applicable)

<b>Local Street Address:</b>	1301 N. Green Valley Parkway Suite 200
<b>City, State, and Zip Code</b>	Henderson, NV 89074
<b>Local Website:</b>	
<b>Local Contact Name:</b>	Kyle Foss
<b>Local Contact Email:</b>	Kyle.foss@jacobs.com
<b>Telephone No:</b>	7023696175
<b>Fax No:</b>	7023691107

### 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)*

Please see attached list.

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	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)

## 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.

<b>Signer Name:</b>	Ken Gilbreth
<b>Signer Title:</b>	Vice President
<b>Signer Email:</b>	ken.gilbreth@jacobs.com
<b>Signed Date:</b>	2022-06-06



## 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.

Matthew S. Brems  
Digitally signed by Matthew S. Brems  
Date: 2022.06.07 15:05:58 -07'00'

Signature

Matthew S. Brems, Engineering Div. Mgr.

Print Name/Title

6/7/2022

Date

## Board Directors

Name	QuickRef	Position	Appointed
Abani, Priya	ABANI-P	Director	11/10/2021
Brooks, Vincent K.	BROOKS-VK	Director	08/14/2020
Demetriou, Steven J	DEMETRI-SJ	Chair of the Board	07/28/2016
		Director	08/17/2015
Eberhart, Ralph E.	EBERHAR-RE	Director	09/27/2012
Fernandez, Manuel J.	FERNAND-MJ	Director	10/05/2020
Kiser, Georgette D.	KISER-GD	Director	05/29/2019
Loughran, Barbara	LOUGHRAN-B	Director	05/29/2019
McNamara, Robert	MCNAMARA-R	Director	01/19/2017
Robertson, Peter J.	ROBERTS-PJ	Director	07/30/2009
Thompson, Chris M.T.	THOMPSO-CM_1	Director	11/15/2012

## Officers

Name	QuickRef	Position	Appointed
Adkisson, Jason	ADKISSON-J	Assistant Secretary	11/19/2020
Allen, William "Billy" B.	ALLEN-WB_001	Senior Vice President and Chief Accounting Officer	10/13/2016
Andrews, Madhuri	ANDREWS-M	Chief Digital and Information Officer	11/14/2019
		Executive Vice President	01/27/2021
Arnette, Stephen A.	ARNETTE-SA	President - CMS	04/01/2022
		Executive Vice President	04/01/2022
Battikhi, Amer Anwar	BATTIKHI-A	SVP, Platforms, Technologies & Software Solutions	04/28/2022
Bello, Marius (Mark) F.	BELLO-MF	Senior Vice President, Designated Project Executive	01/16/2020
Berryman, Kevin Christopher	BERRYMA-KC	President	11/14/2019
		Chief Financial Officer	01/05/2015
Bloom, Katie	BLOOM-K	Designated person responsible for practice of Environmental	01/18/2018
Bunderson, Michael	BUNDERSO-M	Vice President, Tax	05/29/2018
Bussell, Scott	BUSSELL-S	Vice President	01/17/2019
Byers, Timothy	BYERS-T	Sr VP & GM, P&PS and Federal & Environmental Solutions	05/05/2020
Carlin, Michael James	CARLIN-M_001	Vice President	01/17/2019
		Treasurer	01/16/2020
Caruso, Joanne E.	CARUSO-J	Chief Administrative Officer	01/18/2018
		Chief Legal Officer	11/07/2018
		Executive Vice President	11/07/2018
Cox, Levitte	COX-L	Vice President	09/16/2021
Crawford, Bruce	CRAWFORD-B	SVP, Global Digital Center of Excellence (COE)	11/19/2020

Delisle, Tina	DELISLE-T	Senior Manager Payroll	02/01/2021
Demetriou, Steven J	DEMETRI-SJ	Chief Executive Officer	08/17/2015
Doros, Jonathan	DOROS-J	SVP, Financial Planning & Analysis, Investor Relations & Tre	11/19/2020
Walstrom, Jan	ELLIS-JW	Senior Vice President	05/05/2020
		Global Market Director, Environmental	05/05/2020
Feghali, Imad	FEGHALI-I	Senior Vice President & GM, PPS, Americas	09/23/2021
Gustafson, Shelette M.	GUSTAFS-SM	Executive Vice President	04/22/2021
Hannigan, Marietta C.	HANNIGA-MC	Executive Vice President	04/22/2021
		Chief Strategy, Corp Development & Corporate Comms Officer	11/19/2020
Hansen, Taggart	HANSEN-T	Chief Compliance Officer	09/23/2021
		Sr Vice President & Deputy General Counsel	05/05/2020
Helsing, Jason	HELSING-J	Senior Director Tax	06/01/2021
Hendon, Brian Lee	HENDON-BL	Designated person responsible for practice of Architecture i	01/18/2018
Henry, Chasity	HENRY-C	Assistant Secretary	04/28/2022
Hicks, Rich	HICKS-R	Manager, Ohio Engineering Operations	05/09/2018
Hill, Patrick	HILL-P	EVP and President, People & Places Solutions	08/01/2021
Hooper, Cory	HOOPER-C	Vice President, Florida Operations	12/17/2019
Howell, Priya	HOWELL-P	Assistant Secretary	01/26/2022
Hsu, Mike	HSU-M	Senior Director Tax	09/04/2019
Johnson, Justin	JOHNSON-J	General Counsel	09/23/2021
		Senior Vice President	09/23/2021
		Secretary	07/09/2020
Jones, Keith B.	JONES-KB	Manager, Ohio Land Surveying Operations	05/09/2018
Laity, Michael	LAITY-M	Senior Director Tax	02/21/2020
Lawson, Keith	LAWSON-K	Sr Vice President & GM, PPS, Asia Pacific/Middle East	09/23/2021
Lazaro, Alberto	LAZARO-A	Vice President, Sales	01/03/2022
Lopez-Dubois, Miguel	LOPEZDUB-M	Manager, California Engineering Operations	01/18/2018
Maloney, Kevin	MALONEY-K	Manager, California Engineering Operations	01/18/2018
Meinhart, Thomas	MEINHART-T	Senior Vice President Sales, PPS, Americas	11/14/2019
Miller, Shannon	MILLER-S	SVP, Enterprise Risk Management & HR Talent Experience	11/19/2020
Montellano, Victorino	MONTELLA-V	Manager, California Engineering Operations	01/18/2018

Morris, Gary	MORRIS-G	Senior Vice President & GM, PPS, Americas (North)	11/14/2019
Morrison, Hugh Donald	MORRISO-HD	Senior Vice President & GM, PPS Europe	01/18/2018
Nein, Brett	NEIN-B	Vice President, Florida Landscape Architecture Operations	06/01/2018
Nieves, Caesar	NIEVES-C	Executive Vice President, Divergent Solutions	04/28/2022
O'Connor, Kelly	OCONNOR-K	Senior Vice President, Strategy & Project Delivery	05/02/2019
Ostervold, Lars	OSTERVOL-L	Managing Agent of Oklahoma Engineering Ops	03/15/2021
Owens, John G.	OWENS-JG	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Parent, Mark J.	PARENT-MJ	Designated Person Responsible Structural Engineering in AK	02/27/2020
Pinto, Dawn	PINTO-D	Senior Vice President, Critical Mission Solutions Finance	01/26/2022
Pragada, Robert V.	PRAGADA-RV	President	11/14/2019
		Chief Operating Officer	11/07/2018
Price, Richard	PRICE-R	Senior Vice President, Cyber & Intelligence Solutions	04/28/2022
Refinski, Elizabeth A.	REFINSK-EA	Assistant Secretary	03/26/2009
Scarlat, Cristian	SCARLAT-C	Manager, California Engineering Operations	01/18/2018
Scher, Brian	SCHER-B	Assistant Secretary	03/26/2009
Sever, Jeffrey David	SEVER-JD	Designated person responsible for practice of Mechanical Eng	06/28/2018
Strauss, Scott	STRAUSS-S	Vice President - Authorized Signer	04/01/2019
Thom, Chrissy	THOM-C	Senior Vice President, Growth, Strategy & Solutions PPS	01/27/2021
Uchil, Vinay	UCHIL-V	Vice President, Florida Engineering Operations	09/24/2018
Vadlamudi, Koti	VADLAMUD-K	Senior Vice President & GM, PPS, Advanced Facilities	11/14/2019
Wallace, Ronald	WALLACE-R	Senior Vice President, Operations Support, CMS	09/02/2020
Walter, Eric	WALTER-E	Senior Vice President, Finance PPS	11/19/2020
Warnock, William Kirkpatrick	WARNOCK-WK	Manager, California Engineering Operations	01/18/2018
Watson, Katus	WATSON-K	Senior Vice President & GM, PPS Americas (South)	09/23/2021
		Vice President, Operations Manager for Texas and Oklahoma	07/08/2021

White, Clive Thomas	WHITE-CT	Senior Vice President, CMS International	05/05/2020
Wiemelt, Karen	WIEMELT-K	SVP & GM, Energy, Security & Technology, CMS	01/18/2018
Williams, Ronald E.	WILLIAM-RR	Senior Vice President & GM, PPS, Americas	11/14/2019
Willis, Aaron	WILLIS-A	Manager, California Land Surveying Operations	01/18/2018
Wood, Mark	WOOD-M	Manager, California Engineering Operations	01/18/2018
Young, Scott E.	YOUNG-SE	Managing Agent of Oklahoma Engineering Ops	03/15/2021

## **AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Jacobs Engineering 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, DISTRICT desires to obtain professional services as more specifically described herein, and

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

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

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

#### **1) SCOPE OF SERVICES:**

- a) 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.
- b) All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to DISTRICT's directions respecting priorities. DISTRICT does not guarantee the allocation of any Services or Work under this Agreement, which is understood and agreed to by CONSULTANT. CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work allocated under this Agreement. All of the Services shall be performed by CONSULTANT or an approved subcontractor.
- c) 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.
- d) 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:**

- a) This Agreement shall become effective as of the Effective Date and shall remain in effect for one year, with the option to renew for six, 1-year periods, unless terminated in accordance with the terms of this Agreement. During this period, CONSULTANT agrees to provide Services as required by DISTRICT within the scope of this Agreement. Notice of DISTRICT's decision to renew

the Agreement shall be given to CONSULTANT no later than 30 days prior to expiration of the Agreement.

b) This Agreement may not extend more than seven years from Effective Date.

3) COMPENSATION:

- a) In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with each negotiated Scope of Work authorized by Exhibit A, for Work completed to DISTRICT's satisfaction based on the requirements referenced herein.
- b) 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.
- c) DISTRICT shall pay invoiced amounts from CONSULTANT based on the fees set forth in Exhibit A within 30 calendar days after the date the invoice is received and approved by DISTRICT.
- d) DISTRICT may dispute a payment or portion thereof that is due before or after DISTRICT pays the invoice.

4) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$1,000,000.00 per contract year.

5) RESPONSIBILITIES OF CONSULTANT:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- i) 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.
- ii) 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.
- e) 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.
- f) 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:

- a) 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.
- b) 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, Sargent N. Benson, telephone number (702) 281-9360 or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
- c) 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.
- d) CONSULTANT will not be responsible for accuracy of information or data supplied by DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

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



8) INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

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

9) INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

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

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

10) INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to DISTRICT all of CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by CONSULTANT or otherwise arising out of the CONSULTANT's Services or Work and related content by and for the benefit of DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by DISTRICT, for DISTRICT's own

use and benefit and for the use and benefit of DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

11) INTERPRETATION:

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

12) CONFLICT OF INTEREST:

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

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14) PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

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

15) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK

- a) CONSULTANT shall be responsible for the completeness and accuracy of its research, supporting data, and any final reports or other deliverables prepared or compiled pursuant to this Agreement and shall correct, at its expense, all errors or omissions therein.
- b) The cost necessary to correct those errors attributable to CONSULTANT and any damage incurred by DISTRICT as a result of additional costs caused by such errors shall be chargeable to CONSULTANT. The fact that DISTRICT has accepted or approved CONSULTANT's Work shall in no way relieve CONSULTANT of any of its responsibilities.

16) INDEMNIFICATION:

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

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

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

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

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

18) INSURANCE:

a) General:

- i) 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.
- ii) 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, of those policies required above in this Section 18.a.ii, 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. With respect to the policies referenced above in this Section 18.a.ii, 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 CONSULTANT is performing its Work in accord with this Agreement, waiver of subrogation is hereby granted in favor of DISTRICT, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively with respect to those policies referenced in Section 18.a.ii.*

- iii) 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.
- iv) 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 setoff any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.
- v) 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. However, DISTRICT acknowledges CONSULTANT's \$250,000 self-insured retention for Professional Liability Insurance.

b) Evidence of Insurance:

- i) 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.

- ii) 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 will make available copies of all insurance policies required under this Agreement, with CONSULTANT's premium and rate amounts redacted.
- iii) Renewal certificates shall be provided to DISTRICT not later than 15 days prior to the expiration of policy coverage.
- iv) 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.

c) Insurance Coverages:

- i) 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.
- ii) 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.
- iii) 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.

- iv) 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 claim 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.
- v) 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 wrongful act and \$1,000,000 annual aggregate.

19) TERMINATION:

DISTRICT'S General Manager or his/her designee and/or the CONSULTANT may terminate this Agreement on 30 days prior written notice. In the case of termination by the DISTRICT, the DISTRICT

shall pay CONSULTANT for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work to DISTRICT.

20) REVIEWS:

- a) CONSULTANT shall submit draft reports and other materials for review by prior to the submission of a final report on materials. Due dates will be negotiated, but in every instance, earlier submittal is encouraged.
- b) DISTRICT will review the submittals and any pertinent attachments and mark all required changes. All reviews will be completed within 10 working days after receipt of the submission package, and the package will be returned to CONSULTANT. Corrections and changes to the submission will be made by CONSULTANT and resubmitted to DISTRICT for approval within 10 working days after receipt. The final approval will be submitted to CONSULTANT within 5 working days after receipt of the corrected document and any attachments. Alternate review schedules may be negotiated by mutual agreement of the Parties.

21) 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 duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT 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 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 coordinate a response to the request and strive to prevent the disclosure of information considered confidential 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. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) USE OF MATERIALS:

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

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

- a) Due to the sensitive nature of information contained within the project management information system (PMIS), DISTRICT requires that CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").
  - i) Access to PMIS provided by DISTRICT is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.
  - ii) CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:
    - (1) Authorized users cannot give out their login information to another party.
    - (2) Authorized users shall notify DISTRICT within 2 business days of any changes in their employment to allow for an appropriate adjustment in their access privileges.
    - (3) Access to PMIS will be revoked upon completion of the work, termination of the agreement, or the individual user's separation from performing duties associated with the work, whichever comes first.
    - (4) These PMIS Services are provided for the convenience of contractors and engineering firms. DISTRICT is not responsible for any issues created by a malfunction of these PMIS Services.
    - (5) CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.
    - (6) CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.
  - iii) CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms DISTRICT, its' service providers, suppliers or any other user. CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. DISTRICT's failure to act with respect to a breach by CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.

- iv) NO WARRANTY. DISTRICT provides the PMIS Services “As Is,” “With All Faults” and “As Available,” and the entire risk as to satisfactory quality, performance, accuracy, and effort is with CONSULTANT, to the maximum extent permitted by applicable law. DISTRICT and its suppliers make no representations, warranties or conditions, express or implied. DISTRICT and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (a) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non- infringement, (b) warranties or conditions arising through course dealing or usage of trade, and (c) warranties or conditions of uninterrupted or error-free access or use.
- v) LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will DISTRICT or any supplier be liable for any damages including, without limitation, any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or CONSULTANT’s use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user’s exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If CONSULTANT has any dispute or claim against DISTRICT or its suppliers with respect to these Terms of Use or the PMIS Services, then CONSULTANT’s sole and exclusive remedy is to discontinue using the PMIS Services.
- vi) DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. DISTRICT may change, suspend or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. DISTRICT may assign these Terms of Use, in whole or in part, at any time with or without notice to CONSULTANT. CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.
- vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. CONSULTANT agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.
- viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.
- ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between DISTRICT and CONSULTANT with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between DISTRICT and CONSULTANT with respect to the PMIS Services.
- x) The PMIS Services are subject to the intellectual property rights of DISTRICT and to the Nevada public records law.

#### 24) DATA PRIVACY AND SECURITY:

- a) During the course of this Agreement, CONSULTANT will create, receive or have access to the DISTRICT’s Facility Information. and the Facility Information of the Southern Nevada Water



Authority ("Authority") Facility Information means drawings, maps, plans or records that reveal the DISTRICT's or 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 DISTRICT and the Authority. Facility Information is deemed to be Confidential Information of the DISTRICT and the Authority.

b) CONSULTANT shall:

- i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum strong password protection and encryption for data at rest and in transit on any network;
- ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;
- iii) Not create, collect, receive, access, or use Facility Information in violation of law;
- iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;
- v) 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 DISTRICT without the DISTRICT's prior written consent;
- vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the DISTRICT'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; and
- vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section. CONSULTANT acknowledges that it will be liable to the DISTRICT for any and all damages the DISTRICT incurs from CONSULTANT's failure to ensure that that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security section.

c) CONSULTANT ACKNOWLEDGES THAT THE UNLAWFUL DISCLOSURE OF SUCH RECORDS MAY SUBJECT THE CONSULTANT TO CRIMINAL LIABILITY PURSUANT TO NRS SECTION 239C.210(3).

d) 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 DISTRICT to the extent that DISTRICT has access to the DISTRICT'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.

e) CONSULTANT shall:

- i) Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the CONSULTANT becomes aware of it, by telephone at the following

number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the DISTRICT's contacts listed in the Notices Section below;

- ii) At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;
  - iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;
  - iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and
  - v) Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.
- f) CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause the DISTRICT irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the DISTRICT 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 DISTRICT 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.
- g) CONSULTANT has completed and provided to DISTRICT 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.
- h) CONSULTANT shall implement reasonable administrative, physical and technical safeguards to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which 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.

25) 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.

26) 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.

27) 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.

28) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- a) 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.
- b) 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.

29) EQUAL EMPLOYMENT OPPORTUNITY:

- a) 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.
- b) 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.

30) APPLICABLE LAW:

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

31) VENUE:

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

32) 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.

33) 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.

34) 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.

35) CAPTIONS:

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

36) 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.

37) 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.

38) 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:                      Jacobs Engineering Group Inc.  
   Attention: Kyle Foss, P.E.  
   1301 N. Green Valley Parkway, Ste 200  
   Henderson, Nevada 89074  
   Kyle.Foss@jacobs.com

To DISTRICT:                              Las Vegas Valley Water District  
   Attention: Sargent N. Benson, P.E.  
   1001 S Valley View Blvd., MS1220  
   Las Vegas, Nevada 89153  
   sarge.benson@lvvwd.com

With copy to:                              Las Vegas Valley Water District  
(excluding invoices)                      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.

39) 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.

40) 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.

41) SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in the Paragraph entitled "Audits" of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, the Paragraphs entitled "Intellectual Property Acknowledgment", "Intellectual Property Assignment", "Indemnification", "Confidentiality and Release of Information", "Data Privacy and Security", "Applicable Law", "Venue", and "Attorney's Fees" of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

42) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Agreement. CONSULTANT's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) Both the DISTRICT and the CONSULTANT have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the CONSULTANT expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Agreement are not considered Force Majeure Events.
- c) Where CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the CONSULTANT's sole and exclusive remedy for such delay, and CONSULTANT shall not be

entitled to an increase in the sums due under Agreement. CONSULTANT shall provide a revised schedule for performance in accordance with Paragraph 17.b).

- d) The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43) 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.

44) ELECTRONIC SIGNATURES:

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

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

**JACOBS ENGINEERING GROUP INC.**

**LAS VEGAS VALLEY WATER DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF SERVICES**

CONSULTANT shall provide but not limited to professional engineering consulting services to support Infrastructure Management, Maintenance Engineering Division, with multidiscipline engineering projects on an as needed basis as directed by DISTRICT. DISTRICT will issue a written work order that will describe all pertinent requirements of the scope of work, the cost of the scope of work, and authorize the Services to be performed by CONSULTANT

## **RATES AND FEES**

CONSULTANT will be compensated for the successful and timely completion and acceptance of all Work performed, after the execution of this agreement, in accordance with CONSULTANT's current fee schedule, which is attached hereto. The fee schedule shall remain firm during the initial term of the Agreement but is subject to change thereafter but no more than one (1) time per contract term, If deemed acceptable by the DISTRICT in writing. The approved fee schedule will be incorporated into this Agreement.

## JACOBS ENGINEERING GROUP INC. RATE SCHEDULE

Position Title	Hourly Rates Range
Principal in Charge	\$100.00 - \$130.00
Principal Professional 2	\$85.00 - \$100.00
Principal Professional 1	\$75.00 - \$85.00
Sr. Professional 2	\$67.00 - \$75.00
Sr. Professional 1	\$57.00 - \$67.00
Project Professional 2	\$50.00 - \$57.00
Project Professional 1	\$40.00 - \$50.00
Staff Professional 2	\$35.00 - \$40.00
Staff Professional 1	\$30.00 - \$35.00
Engineering Technician	\$45.00 - \$60.00
Technician	\$30.00 - \$45.00
Office/Clerical	\$25.00 - \$45.00



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

July 19, 2022

**Subject:**

OPEB Trust Board Appointment

**Petitioner:**

E. Kevin Bethel, Chief Financial Officer

**Recommendations:**

That the Board of Directors appoint Greg Kodweis to serve on the Las Vegas Valley Water District, Nevada OPEB Trust Fund Board of Trustees.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

On November 6, 2018, the Board of Directors adopted a resolution to create a new trust for the funding of other post-employment benefits (OPEB) and approved the Trust Agreement for Las Vegas Valley Water District, Nevada OPEB Trust Fund (Trust Agreement). The Trust Agreement established the OPEB Trust Fund Board of Trustees (Board of Trustees) and provides for the appointment, resignation, and succession of trustees. Currently, John Entsminger, General Manager; E. Kevin Bethel, Chief Financial Officer; and Charles Scott, a former employee and beneficiary, serve as trustees.

In 2022, Mr. Scott notified the Board that, pursuant to Section 6.2(a) of the Trust Agreement, he wished to resign as trustee as he is moving out of state. At this time, the Board is being asked to fill Mr. Scott's vacancy. According to the Trust Agreement and Nevada Administrative Code Section 287.778(1)(a), the new trustee must be a current beneficiary of the trust plan and shall serve for a minimum of two and a maximum of four years. Greg Kodweis meets the criteria as trustee and is recommended for appointment.

This action is authorized pursuant to NAC Chapter 287, the Trust Agreement, and Section 9 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 OF DIRECTORS  
AGENDA ITEM**

July 19, 2022

**Subject:**

Cost-of-Living Wage Adjustment

**Petitioner:**

David L. Johnson, Deputy General Manager, Operations

**Recommendations:**

That the Board of Directors conduct a public hearing and approve a cost-of-living wage adjustment of 5.4 percent based upon negotiations with employees represented by the Teamsters Local Union No. 14, effective July 19, 2022.

**Fiscal Impact:**

Costs for this adjustment will increase by 2.4 percent above the range authorized in the Collective Bargaining Agreement, which equals approximately \$276,988 for Fiscal Year 2022/23, and are included in the adopted Operating Budget.

**Background:**

The Board of Directors approved the Collective Bargaining Agreement (CBA) between the Teamsters Local Union No. 14 (Teamsters) and the District on June 1, 2021, which established a cost-of-living wage adjustment for its members. Pursuant to Article 17 of the CBA and effective with the first full pay period in July of each year, Teamsters employees shall receive a cost-of-living wage adjustment (COLA) equal to the March over March increase per the Consumer Price Index, All Items, All Urban Consumers, Pacific Cities, West A (CPI Index). In addition, Article 17, Section C states that if the CPI Index exceeds 3 percent, Article 17 is automatically reopened for discussion.

In May 2022, a reopener discussion occurred between the Teamsters and the District. Pursuant to those discussions, the Board is being asked to approve a modified March CPI Index adjustment to Teamsters wages. If approved, the COLA amount applied starting July 19, 2022, will be 5.4 percent.

This action is authorized pursuant to NRS 288.153 and Section 9(1) 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 OF DIRECTORS  
AGENDA ITEM**

July 19, 2022

**Subject:**

Reject Bid and Award Bid

**Petitioner:**

Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**

That the Board of Directors reject the bid from Codale Electric Supply, Inc., and award the bid for the supply of motor control units and switchgear to Autonomy Technology, Inc., for a total amount not to exceed \$15,000,000, which includes pricing, consumption and market condition increases, and authorize the General Manager to sign the purchase agreement.

**Fiscal Impact:**

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

**Background:**

Bid No. 010147, Supply Contract for Motor Control Centers and Switchgear (Bid Invitation), for the procurement of electrical equipment was advertised on April 7, 2022, and opened on April 27, 2022. The Bid Invitation requested line-item pricing for one unit of each piece of equipment that may be purchased and is aggregated in the submitted bid pricing below. Order quantities of each item will vary as project requirements dictate. A tabulation of bids received is listed below:

Codale Electric Supply, Inc.	\$6,699,017
Autonomy Technology, Inc.	\$7,181,146

Staff recommends that the bid submitted by Codale Electric Supply, Inc., be disqualified in accordance with General Provisions Section 33 of the Bid Invitation for submitting numerous deviations to the terms and conditions of the Bid Invitation. The Autonomy Technology, Inc. (ATI), bid would therefore be considered the low responsive and responsible bidder pursuant to NRS 332.065. The attached agreement (Agreement) provides for ATI to accept and agree to all Supply Contract terms.

If approved, this Agreement will be in effect from the date of award through June 30, 2023, with an option for the District to renew for four one-year terms. By approval of this item and in accordance with General Conditions Section 31 of the Bid Invitation, this request allows for individual item price or consumption increases not to exceed 3 percent and contingency increases to cover drastic market conditions not to exceed 10 percent for each annual renewal term. Line-item pricing will be based upon the bid and adjusted as needed per approved increase and market requirements. Equipment to be purchased will be requested and approved in multiple Purchase Orders and will be based on the approved annual budget. The combined amount of this Agreement over the five-year period shall not exceed \$15,000,000.

This Agreement is being entered into pursuant to NRS 332.065 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DJR:MAD:JLB:MB:am

Attachments: Disclosure, Agreement

AGENDA  
ITEM #

**8**



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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	16
<b>Corporate/Business Entity Name:</b>	Autonomy Technology Inc.
<b>Doing Business As:</b>	ATI Electrical Supply
<b>Street Address:</b>	915 East Dale Ave. Suite 110
<b>City, State, and Zip Code</b>	Henderson, Nevada 89044
<b>Website:</b>	www.atielectrical.com
<b>Contact Name:</b>	Greg Knowles
<b>Contact Email:</b>	gknowles@atielectrical.com
<b>Telephone No:</b>	702-597-9311
<b>Fax No:</b>	34-2004857

### Nevada Local Business Information (if applicable)

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

### 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.

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

### Listed Disclosures Below:

*(additional supplemental information may be attached, if necessary)*

<b>Additional Supplemental Information to be Attached?</b>	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>
Greg Knowles	President and CEO	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.

<b>Signer Name:</b>	Greg Knowles
<b>Signer Title:</b>	President and CEO
<b>Signer Email:</b>	gknowles@atielectrical.com
<b>Signed Date:</b>	2022-05-25

## 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.

*Veronica A. Kammler*

*Veronica A. Kammler*

5/31/22  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**AGREEMENT  
BID NO. 010147  
SUPPLY CONTRACT FOR  
MOTOR CONTROL CENTERS & SWITCHGEAR**

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Autonomy Technology, Inc. (Contractor).

The Parties do mutually agree as follows:

1. Owner has awarded an Agreement to Contractor pursuant to an administrative approval document signed by the Deputy General Manager for Administration.
2. Owner agrees to purchase, and Contractor agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the Agreement.
3. Provider certifies that Contractor has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
4. For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the response submission price, in the manner and upon the conditions set forth in the Contract Documents.
5. Contract Documents which comprise the entire Agreement between Owner and Provider for the performance of Work consist of the following (as applicable):

Amendments  
Solicitation Addenda  
Technical Specifications  
Special Conditions  
General Conditions  
Agreement  
Drawings  
Response Submission  
General Provisions

IN WITNESS WHEREOF, Provider has caused this Agreement to be executed this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

AUTONOMY TECHNOLOGY, INC.

LAS VEGAS VALLEY WATER DISTRICT

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

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

Name:\_\_\_\_\_

Name: John J. Entsminger

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

Title: General Manager

APPROVED AS TO FORM:

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

Tabitha Simmons, Director, Legal Services



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

July 19, 2022

**Subject:**  
Construction Award

**Petitioner:**  
Doa J. Ross, Deputy General Manager, Engineering

**Recommendations:**  
That the Board of Directors award a contract for pipeline installation in Paradise Road between Twain Avenue and Karen Avenue to Harber Company, Inc., dba Mountain Cascade of Nevada, in the amount of \$10,858,500, authorize a change order contingency amount not to exceed \$1,000,000, and authorize the General Manager to sign the construction agreement.

**Fiscal Impact:**

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

**Background:**

Contract No. C1530, Pipeline Replacement in Paradise Road Between Twain Avenue and Karen Avenue (Contract) is to install 16-inch and 24-inch pipeline and service connections while establishing and maintaining a temporary above-ground pipeline that provides continuous service to the Las Vegas strip, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on June 7, 2022. A tabulation of the bids received is listed below:

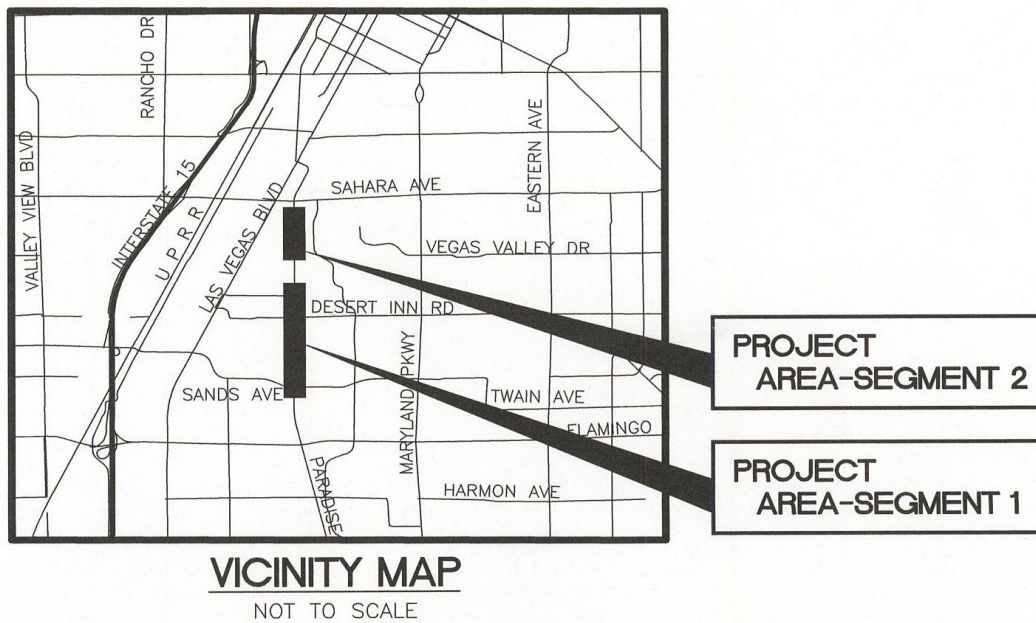
Harber Company, Inc., dba Mountain Cascade of Nevada	\$10,858,500
W. A. Rasic Construction Company, Inc.	\$13,885,000
TAB Contractors, Inc.	\$19,076,800

The Harber Company, Inc., dba Mountain Cascade of Nevada (Harber) proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Harber to accept and agree to all Contract terms. Harber is a Nevada corporation located in North Las Vegas, Nevada.

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

**LVVWD BOARD OF DIRECTORS  
AGENDA ITEM**

**CONTRACT NO. C1530  
PIPELINE REPLACEMENT IN PARADISE ROAD BETWEEN  
TWAIN AVENUE AND KAREN AVENUE**





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

## LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Information

<b>Business Entity Type:</b>	Privately Held Corporation
<b>Business Designation Group:</b>	
<b>Number of Clark County Residents Employed:</b>	44
<b>Corporate/Business Entity Name:</b>	Harber Company Inc, dba Mountain Cascade of Nevada
<b>Doing Business As:</b>	Harber Company Inc, dba Mountain Cascade of Nevada
<b>Street Address:</b>	3764 Civic Center Drive
<b>City, State, and Zip Code</b>	North Las Vegas, Nevada 89030
<b>Website:</b>	mountaincascade.com
<b>Contact Name:</b>	Andy McCulloch
<b>Contact Email:</b>	amcculloch@mountaincascade.com
<b>Telephone No:</b>	702-736-8802
<b>Fax No:</b>	702-736-8958

### Nevada Local Business Information (if applicable)

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

### 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)*

<b>Additional Supplemental Information to be Attached?</b>	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)
Michael Duke Fuller	President	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.

<b>Signer Name:</b>	Andy McCulloch
<b>Signer Title:</b>	Vice-President
<b>Signer Email:</b>	amcculloch@mountaincascade.com
<b>Signed Date:</b>	2022-06-21

## 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 / construction manager

Print Name/Title

06/20/2022

Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and Harber Company, Inc. dba Mountain Cascade of Nevada, hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Contract Title: PIPELINE REPLACEMENT IN PARADISE ROAD BETWEEN  
TWIN AVENUE AND KAREN AVENUE

Contract No: C1530

Public Works Project Identifying Number: CL-2022-275

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

- i. Bidder Statement of Authority to Submit Bid Form and accompanying Documents
  - j. Bid Form
  - k. Bonds
  - l. Instructions to Bidders
  - m. Invitation to Bid and Legal Notice
  - n. Notice of Award
  - o. Final Notice to Proceed
6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF: The Contractor has executed this agreement as of the date shown below.

CONTRACTOR'S NAME

Harber Company, Inc. dba Mountain Cascade of Nevada

By: \_\_\_\_\_  
Signatory Empowered to Bind Contractor

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Official Title

THIS AGREEMENT shall be in full force and effect as of the date when it was duly signed by the proper officer of the Las Vegas Valley Water District as shown below.

LAS VEGAS VALLEY WATER DISTRICT

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

Approved as to Form:

\_\_\_\_\_  
Attorney for Las Vegas Valley Water District

END OF DOCUMENT



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

July 19, 2022

**Subject:**

Service Rules

**Petitioner:**

Colby N. Pellegrino, Deputy General Manager, Resources

**Recommendations:**

That the Board of Directors adopt changes to the Service Rules that would prohibit service to a single-family residential customer with a pool(s), spa(s) and/or water feature(s) that have a combined surface area greater than 600 square feet if the customer obtained a pool permit from the customer's governing jurisdiction after September 1, 2022.

**Fiscal Impact:**

None by approval of the above recommendation.

**Background:**

Conservation of water resources remains a top priority for this community, and the federal shortage declaration on the Colorado River underscores the importance of continued efforts. Reducing Southern Nevada's consumptive water use is the most effective way to realize water conservation savings.

Since the drought's inception in the early 2000s, our community has worked to reduce or eliminate wasteful uses of water, including aesthetic water uses. For nearly two decades, aesthetic uses such as ornamental water features and manmade lakes have been limited or prohibited. As drought continues to plague existing supplies, further restrictions are required.

In Southern Nevada, the average pool has a surface area of 475 square feet, which provides sufficient recreation space for the single-family residential home user. However, some pools exceed this amount by nearly six times, leading to excessive, aesthetic uses at the expense of our community's water resources.

The District is working with the local municipalities to make development codes more efficient and limit consumptive uses in the community. These updates include limiting pool, spa, and water feature total combined surface area to 600 square feet, an amount that provides sufficient recreational space for a typical single-family residential home. If approved, this update to District Service Rules will prohibit the District from serving a single-family residential customer with a pool(s), spa(s), and/or water feature(s) with a combined surface area that exceeds 600 square feet if the customer obtained a pool permit from the applicable governing jurisdiction after September 1, 2022, along with clarifying updates to the Definitions section.

This action is authorized pursuant Section 9(1) 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.

JJE:CNP:AMB:KH

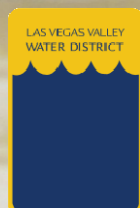
Attachments: Service Rules

AGENDA  
ITEM #

**10**



# Las Vegas Valley Water District



## SERVICE RULES

April-July 2022

**LAS VEGAS VALLEY WATER DISTRICT**

**SERVICE RULES**

**EFFECTIVE ~~APRIL 5~~JULY 19, 2022**

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## CHAPTER 1 – INTERPRETATION AND DEFINITIONS

1. Interpretation of Rules. The Service Rules will be interpreted to support and further the purposes of the Las Vegas Valley Water District Act, 1947 Nevada Statutes Chapter 167, including the acquisition and distribution of water, receipt of payment for distributed water, construction and maintenance of appropriate infrastructure, or preservation of public health, safety, or welfare. Except for the provisions put forth in Chapter 2, Water Commitments, the General Manager shall have discretion in the interpretation and application of the Rules. This discretion shall be exercised to maintain equity among users to accomplish the intent of the Act and of the Rules, policies, and procedures of the Las Vegas Valley Water District (“LVVWD” or “District”).
2. Gender, number and tense.
  - a. Except as otherwise required by the context:
    1. The singular number includes the plural number, and the plural includes the singular.
    2. The present tense includes the future tense.
  - b. The use of a masculine noun or pronoun in conferring a benefit or imposing a duty does not exclude a female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.
3. “And,” “or,” and “including.”
  - a. Except as otherwise required by the context:
    1. “And” means all of a list of items.
    2. “Or” means any one or more of a list of items and is presumed to be nonexclusive and to incorporate the phrase “including but not limited to.”
    3. “Including” is presumed to be nonexclusive and to incorporate the phrase “including, but not limited to.”
4. Computation of time.
  - a. In computing a period of time stated in the Service Rules, for a period expressed in days, the first day of the period is excluded and the last day is included.
  - b. If the last day of a period of time falls on a Sunday, Saturday, or state-designated Legal Holiday, the following day will counted as the last day of the period.
  - c. Unless otherwise expressly stated, “days” means calendar days.
5. “Abandoned Service” means a service connection where the service lateral was cut, capped, and left in place. If the service classified as abandoned is actually removed, the service shall be reclassified as removed in District records.
6. “Acceptance of the installation” means the District’s approval of a facility installation, and the subsequent delivery of a valid bill of sale conveying unencumbered title to the facility.
7. “Advanced Metering Infrastructure” (AMI) means the infrastructure (ie: transmitting equipment) installed to facilitate the remote collection of meter data and consumption data.

8. "American Water Works Association Standards" (AWWA) or "AWWA Standards" means the latest revision of the standards adopted by AWWA, Denver. A copy of the Standards is available for review at the District.
9. "Applicant" means a person applying for new water service to a particular parcel within the District or for District approval on other matters. The applicant must be the developer, property owner, or legally designated representative. Applicant may also mean the District.
10. "Application Fee" means the charge required for service to property where a service connection does not exist, where a service is to be enlarged, or where a service is added, including those temporary connections and those connections located within an Assessment District.
11. "Automated Meter Reading" (AMR) means the equipment for the drive by remote collection of consumption data from a customer's water meter.
12. "Average Annual Potable Water Rate for Large Irrigation Customer" means the cost per 1,000 gallons on an annual basis for this class of customer. The cost may include metering charges for water delivery, service charges, private fire protection service charge, combined service charge, backflow service charge, SNWA reliability surcharge, SNWA commodity charge, or SNWA infrastructure charge.
13. "Approved Backflow Prevention Assembly" means an assembly that has been approved by the District. The approval of backflow prevention devices by the District will be based on a report by an approved testing laboratory recommending such an approval and acceptance through the District approval process.
14. "Assessment District" means an assessment district created pursuant to Section 1(16) of the Las Vegas Valley Water District, 1947 Nevada Statutes, Chapter 167.
15. "Backflow Prevention Assembly" means an assembly for the prevention of water return or "backflow" from a customer water system to the District water system, including a backflow prevention device, isolation valves, test cocks, thrust restraints, a vault, connecting piping, an enclosure, or other appurtenances.
16. "Billing Date" means the date shown on the monthly water bill.
17. "Board" means the Board of Directors of the Las Vegas Valley Water District.
18. "Bolstering" means looping, or increasing the length of a proposed main extension beyond that required to serve a particular development, in order to provide for the orderly development of the District distribution system, to improve water quality, or to improve system reliability.
19. "Combined Service" means a single service connection through which water is obtained for the dual purpose of private fire service and domestic service.
20. "Conditional Water Commitment" means a water commitment that may be made if the applicant completes specific requirements within specified time frames as stated in a written agreement with the District.



21. “Connection” means a service connection or main extension connected to an existing main. Connection excludes an emergency service connection, an interim or construction water service, or temporary service connection.
22. “Construction Service” means permanent or non-permanent connections for delivery of water for use during the construction of new development, additions to existing improvements, sand and gravel operations, or other construction uses, such as grading and compaction, paving, and dust control. Construction services may not be used to avoid installation of a permanent water service connection for permanent irrigation, long-term dust suppression, domestic service, private fire service, or other unauthorized uses. Water from construction sites is prohibited from flowing continuously into public streets, roadways, or sidewalks.
23. “Construction Water” means metered water delivered for construction purposes, including compaction or dust control. Use of construction water for domestic use or fire suppression is prohibited.
24. “Cross-Connection” means any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, or a private well, one of which contains potable water and the other non-potable water or industrial fluids that could pose health or safety risks, through which, or because of which, backflow may occur into the potable water system. This includes any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubing.
25. “Customer” means a person who receives water service from the District through an existing service connection, a person applying for water through an existing service connection, a person who is a beneficiary of or otherwise receives a benefit from District water service, or an applicant, developer, or property owner.
26. “Deserted Service” means a service connection whose existence is documented in District records, but cannot be field-located or is field-located at a site where no building exists on the property and for which there is no water commitment.
27. “Developer” means any person engaged in or proposing development of one or more properties property, including an owner of ~~the~~ any property under development.
28. “Development Agreement” means an agreement in a form approved by the Board governing design; construction; inspection; acceptance of an installation, and cost responsibility for installation of any facility, including major installations such as a reservoir or a pumping station; to be connected to the District system.
29. “Development Approval” means the notification to the District from Clark County or the City of Las Vegas that all required permits and administrative processes have been successfully completed and approved for the division of property or issuance of a building permit.
30. “Disconnected Service” means an active service connection which has been turned off or terminated for non-payment of water bills or illegal or unauthorized use.
31. “District” means the Las Vegas Valley Water District.

32. "Domestic Service" means a service connection through which water is obtained for all purposes permissible under law, including commercial and industrial uses exclusive of fire protection and construction service.
33. "Effluent Management Plan" or "EMP" means the plan required by the Nevada Division of Environmental Protection as a condition of issuing of a Ground Water Discharge Permit to non-potable water users.
34. "Emergency" means a sudden or unexpected occurrence or need that requires immediate action to prevent an adverse impact upon life, health, property or essential public services.
35. "Emergency Service Connection" means a District authorized service connection on an interim basis required to safeguard public health, welfare, or safety and to protect private or public property.
36. "Employee" means any individual employed by the District, excluding independent contractors, consultants, or their employees.
37. "Endpoint Equipment" means the radio-based devices connected to a meter to enable communication of consumption data for both AMI and AMR.
38. "5/8 Equivalency" means the comparable number of 5/8" meters, which equates to the meter size under discussion primarily used for fee and rate calculations.

<u>Meter Size</u>	<u>Typical 5/8" Equivalency</u>
5/8"	1.0
3/4"	1.5
1"	2.5
1½"	5.0
2"	8.0
3"	16.0
4"	25.0
6"	50.0
8"	80.0
10"	115.0
12"	170.0

39. "Existing Landscape" means a landscape not meeting the definition of New Landscape.
40. "Expansion or Addition" means an increase in size of an existing building or other structure presently served by the District or a building or structure added to an existing parcel presently served by the District.
41. "Facilities Connection Charge" means the charge required of all applicants for service to property where a service connection does not exist or where a service exists and a Facilities Connection Charge has been paid in the last ten years. The Charge is based on meter size and



the current rate. A Facilities Connection Charge paid in the previous ten years will be applied toward the charges due.

42. “Final Water Project Acceptance” means, prior to scheduling the final inspection, the developer shall verify that the entire water project is ready for inspection. The developer is responsible for the restoration of all existing water facilities belonging to the District immediately adjacent to the approved water plans work area. The water facilities include laterals, meters, valves, collars, blow-offs, vault access cover, air vacuum air release assemblies, backflow assemblies, anode test stations, or chlorine or pressure monitoring stations.
43. “Fire Hydrant Service” means a service connection for a public fire hydrant to be located within a public right-of-way or easement. The fire hydrant shall be of a type and manufacturer approved by the entity having jurisdiction.
44. “Fixture Units” means the definition of fixture units contained in the current edition of the Uniform Plumbing Code.
45. “Functional Turf” is defined by the Southern Nevada Water Authority at [www.snwa.com](http://www.snwa.com).
46. “General Manager” means the person duly appointed by the Board to perform the duties of the position, or that person’s duly appointed representative.
47. “Handwatering” means the application of water to outdoor vegetation with a hand-held hose or container.
48. “Idler” means a length of pipe installed in lieu of a meter. Use of an idler is prohibited.
49. “Inactive Consumption” means the consumption of water at a property without an active District account.
50. “Inactive Service” means a service connection which is not in use, but is fully operational and documented in District records. Reactivating inactive facilities may require the facilities to be brought into compliance with current District standards at the applicant’s expense.
51. “Indoor Water Feature” means a water feature completely enclosed in the interior of a building.
52. “Inspection Fee” means the fee charged for District inspection of all new water facility installations and water service relocations constructed by private contractors.
53. “Interconnection” means any actual or potential unauthorized connection from customer piping, which will provide water to other property or permit use of water for purposes other than that for which a service connection was authorized.
54. “Irrigation of Commercial Nursery Stock” means the irrigation of vegetation intended for sale at a licensed commercial plant nursery.
55. “Land Division” means the process described in NRS 278.471 to 278.4725.

56. “Large Scale Turf and Landscape Irrigators” means agents, entities, firms, or companies responsible for the development, operation, or maintenance of landscaped areas. Areas include parks, golf courses, schools, or land approved for subdivision for residential, industrial, or recreational complexes, or their related common areas.
57. “Las Vegas Valley Groundwater Management Program” means the resource management program authorized by 1997 Nevada Statutes, Chapter 572 and operated by the Southern Nevada Water Authority in cooperation with an advisory committee of Las Vegas Valley groundwater users. The program develops and performs activities that promote long term groundwater management and aquifer protection within the Las Vegas hydrographic basin.
58. “Legally Designated Representative” means a person to whom a property owner has given power of attorney or other documentation satisfactory to the District authorizing the person to apply for new water service on behalf of the property owner. The documentation presented to the District must contain the property owner’s signature, mailing address, and location of the property which is the subject of the application. The property owner shall be liable for all water service provided to the property as a result of the application by the legally designated representative, and any unpaid charges may become a lien on the property pursuant to 1947 Nevada Statutes Chapter 167, Section 9.1.
59. “Limited Water Commitment” means a water commitment that is subject to the requirements on water quantities for subdivision and parcel maps specified in NRS 278.377 and NRS 278.461 and subject to the limitation of the Service Rules.
60. “Main Extension” means an adjacent, parallel, or extended addition to the District’s distribution system, consisting of a pipeline which is six inches in diameter or greater, for the purpose of providing an adequate water supply. The District may require an increase in the length of a main extension beyond that required to serve a particular development in order to provide for the orderly development of the District’s distribution system, improve water quality, or improve system reliability.
61. “Manmade Lake” means a manmade body of water, including lakes, ponds, lagoons, and reservoirs (excluding tank-type reservoirs which are fully enclosed and contained) that are filled, or refilled, with potable water, or non-potable water from any source. The term does not include swimming pools, Ornamental Water Features, or Recreational Water Parks.
62. “Master Meter” means the District-approved primary measuring device used for the purpose of accurately recording all consumption entering an area containing a number of customers or privately sub-metered services.
63. “Meter” means the District-approved measuring device used for the purpose of accurately recording the consumption of water by customers.
64. “Meter Maintenance” means the routine testing, calibration, repair, or replacement of District water meters to ensure accuracy and compliance with the American Water Works Association Meter Standards.
65. “Mobile Home Park” means an area or tract of land where two or more mobile homes or mobile home lots are privately owned, rented, or held out for rent. This does not include an area or tract

of land where:

- a. More than half of the lots are rented overnight or for less than three months for recreational vehicles.
  - b. Mobile homes are used occasionally for recreational purposes and not as permanent residences.
66. “Mobile Meter” means a fire hydrant meter, generally mounted on a vehicle, issued to small consumption water users for short-term connection to fire hydrants at multiple locations over time. Use must remain within the District service area, and permits are issued solely at the discretion of the District.
67. “Multiple Meter Service” means a single lateral pipe utilizing a battery of meters for providing domestic service.
68. “NAC” means the Nevada Administrative Code.
69. “NDEP” means the Nevada Division of Environmental Protection.
70. “NRS” means the Nevada Revised Statutes.
71. “New Landscape” means new vegetation planted as part of an initial landscape installation, replacement, or as part of a landscape conversion from turf grass to xeriscape.
72. “Non-Functional Turf” means Turf not meeting the definition of Functional Turf as defined by the Southern Nevada Water Authority at [www.snwa.com](http://www.snwa.com).
73. “Non-Conforming” or “Non-Conforming Use” means the use of District water that was allowed under zoning regulations and/or the District’s Service Rules at the time the use was established but which, because of subsequent changes in those rules or regulations, is no longer a permitted use. No such Non-Conforming Use shall be enlarged, increased or extended. Non-Conforming Uses do not include Turf.
74. “Non-Potable Water” (e.g., recycled or reclaimed water) means water that does not meet the State of Nevada standards for potable water and that is made available for irrigation purposes for large scale turf and landscaped areas including golf courses, schools, or parks. Non-potable water may include reclaimed or recycled wastewater, water which has been recovered from a ground water recharge or recovery facility for non-potable use, or potable water which has been blended with reclaimed or recovered groundwater for capacity or water quality reasons.
75. “Non-Potable Water System” means a system for the distribution of non-potable water to eligible customers.
76. “Non-Potable Water User” means or person responsible for fees and charges assessed for using non-potable water from a recycled water distribution system. The user shall also be responsible for completing and complying with the non-potable water requirements imposed by NDEP.
77. “Non-Potable Water User Modifications” means on-site modifications and facilities such as

replacement of greens, storage reservoirs, sprinkler systems, installation of a second water distribution system, retro-fitting of certain existing equipment, or the installation of signage to allow the use of non-potable water on the premises in accordance with the approved Effluent Management Plan

78. “Non-Residential” means all land uses not designated as Residential.
79. “Non-Spray Irrigation” means any irrigation system that applies water without projecting droplets more than one foot (such as drip or bubbler systems).
80. “Non-Standard Service Connection” means a service connection from a main to a parcel that is not contiguous to the main to which the connection is made. A service will not be considered or classified as non-standard if the parcel to be served is not adjacent to a public right-of-way, and a permanent right of access with overlapping utility easement is provided for the on-site private lateral. The applicant will be required to provide an easement for the on-site private lateral from the owner of the property upon which the applicant’s private lateral will cross to complete the service connection.
81. “Offsite Main” means a main, regardless of size, which extends from the existing system to a development and generally remains outside the development boundaries.
82. “On-site Main” means public mains, which are installed specifically to provide service to developments, and are generally located within the development’s boundaries.
83. “On-site Non-Potable Water Distribution Pipelines” means the portion of a non-potable water distribution pipeline, sited on the user’s property located downstream of the point of delivery. Ownership, maintenance, and repair is the responsibility of the non-potable water user.
84. “Ornamental Water Feature” means any manmade stream, pond, fountain, waterfall, or other manmade water feature that ~~contains water that flows~~ still or is sprayed into the air, and is constructed for decorative, scenic or landscape purposes, excluding swimming pools, manmade lakes, and manmade recreational water theme parks.
85. “Overseeding” means the process of spreading seed over an Existing Landscape for the purposes of increasing vegetation, typically turf grass.
86. “Oversized Main Extension” means a main larger in diameter than the minimum diameter necessary to provide a supply to a proposed development or the minimum diameter required based on the street right-of-way width, which will be capable of meeting future demands on the District’s distribution system. The District may increase the length or diameter of a main extension beyond that required to serve a particular development, in order to provide for the orderly development of the District’s distribution system, improve water quality, or improve system reliability.
87. “Oversizing Charge” means the charge required for service to property where a service connection does not exist, where a service is to be enlarged, or where a service connection is to be added, including connections located within an Assessment District.

88. “Park” means a large area providing a wide range of open space for recreational opportunities that (i) includes facilities and amenities to serve users such as restrooms, group picnic areas, playground equipment and sport fields; and (ii) is either a Public Facility or a private facility located within an HOA-managed community.
89. “Parallel Main” means a distribution main extension, when approved by the District, installed adjacent to a previously existing distribution main or transmission main. Where used, frontage connection charges and refunds will be based on the main providing the direct connection for service.
90. “Parcel Map” means a map as provided in accordance with NRS 278.461, 278.462, 278.463, 278.464, or 278.466.
91. “Person” means any individual, firm, association, organization, partnership, trust, company, corporation, or other incorporated or unincorporated entity, and any municipal, political, or governmental corporation, district, body or agency other than the District.
92. “Point of Delivery” means the location on a property immediately downstream of the District’s meter and control valve vault and test port at the boundary of the permanent easement granted by the non-potable water User.
93. “Potable Water” means water treated pursuant to the Safe Drinking Water Act.
94. “Public Facility” means any infrastructure facility, building, structure, service, or combination thereof intended for use by the general public, or land approved for such use, that is owned, leased, operated and/or controlled by a local, state, or federal governmental entity.
95. “Primary Building Permit” means a permit issued by either the City of Las Vegas, City of North Las Vegas, City of Henderson, or Clark County for a structure including the foundation, shell, or other related building components.
96. “Private Fire Service” means a service connection through which water is available on private property for fire protection exclusively. Private fire service shall be equipped with a District approved double check detector assembly.
97. “Private Main” means a water pipeline and appurtenances not owned by the District after completion.
98. “Property” means any real property owned, leased, rented, or otherwise controlled, used, or inhabited by any person holding a water account with the District.
99. “Property Owner” or “Owner” means the owner of record of a property, which has, is, or will be receiving water service from the District.
100. “Public Health, Safety, or Welfare” means any activity where the use of water is the most appropriate and practical method to abate a health or safety hazard, or where the use of water is required to reasonably meet the provisions of federal, state, or local law, or where a project approved by the General Manager is planned, or underway.

101. "Public Main" or "Main" means a water pipeline and appurtenances which is owned, operated, and maintained by the District.
102. "Recreational Water Park" means an amusement park with any combination of water play areas intended for human contact such as pools, water slides, splash pads, lazy rivers, artificial surfing, artificial bodyboarding, and/or water playgrounds, as well as areas for floating, wading, or swimming.
103. "Recycled Water Distribution System" or "RWDS" means the pumping stations, pipelines, control systems, and related facilities and appurtenant equipment, which conveys or aids in the efficient conveyance of non-potable water from the designated water resource center.
104. "Removed Service" means a service connection based on actual field conditions which documents that the service lateral no longer exists. The service is classified as removed in District records. If field conditions later indicate that a service classified as removed was actually abandoned, the service shall be classified as abandoned in District records. See "Abandoned Service."
105. "Reservoir Level Sensing Device" means the equipment owned, controlled, and maintained by the District which is used to monitor and maintain the level of water in a user's irrigation storage pond or other storage facility and for transmission of that information to the District's main control center or to the control valve in the meter and control valve vault.
106. "Residential" means a land use type that includes dwelling units constructed for regular, permanent occupancy as the major function of the structure.
107. "Residential Car Washing" means washing personal vehicles with a leak free hose equipped with a positive shut-off nozzle.
108. "Residential Fire Service Meter" or "RFS" means the District-approved measuring device which is used for the purpose of accurately recording the consumption of water used by customers and that supports domestic water and fire suppression supply.
109. "Residential Main Extension" means the water main and its appurtenances installed by the District to supply water to an individual applicant property zoned single family residential, either as a supplement to the SNWA Well Conversion Program, or for an individual improved lot within a community well system that requests District water service. The main shall be installed and paid for by the property owner in accordance with the District Service Rules.
110. "Resort Hotel" has the meaning ascribed to it in Title 30 of the Clark County Code.
111. "SNWA" means the Southern Nevada Water Authority.
112. "SNWA Commodity Charge" means a water rate imposed to acquire and develop resources and to fund regional facilities.
113. "SNWA Infrastructure Charge" means a fixed charge assessed based upon meter size and

customer class.

114. “SNWA Regional Connection Charge” means the charge required of all applicants for service to property where a service does not exist or where service is to be enlarged or added. The charge is based on the demand for water that a connection places on the system whether the result of new development or changes to property within existing development.
115. “SNWA Reliability Surcharge” means a charge based on the total water bill, excluding the Infrastructure Charge, for residential and non-residential customers.
116. “Service” means any action taken by the District, its agents or its employees necessary to satisfy obligations, created under the terms of the Service Rules, to supply water to its customers including but not limited to repair, maintenance, plan review, inspections etc.
- ~~115.~~117. “Service Adjustment” means the adjustment of an existing service connection to include the horizontal or vertical extension or adjustment of the meter and meter box, while using the existing lateral or lateral alignment and tap and while maintaining the existing account. This adjustment will not require the payment of inspection fees, unless as otherwise provided for in the Service Rules.
- ~~116.~~118. “Service Connection” means the connection to the main and the lateral pipe to deliver the water, and may also include a meter, battery, a meter box, vault, valves, thrust restraints, or other appurtenances from a District main, to the point where the water being delivered leaves the piping owned by the District in accordance with UDACS for new service installation.
- ~~117.~~119. “Service Deposit” means an amount deposited with the District to assure payment of water bills. The deposit may be in cash or another form of security acceptable to the District.
- ~~118.~~120. “Service Relocation” means a change in location that will require tapping the existing main or a new water main at a new location, installing a new service lateral, establishing a new account, and removing an existing account. This service will require the payment of appropriate application fees, inspection fees, or other charges.
- ~~119.~~121. “Spacer” means a length of perforated pipe temporarily installed in lieu of a meter or idler while facilities are under construction.
- ~~120.~~122. “Spray Irrigation” means the application of water by projecting droplets farther than one foot from the sprinkler head.
- ~~121.~~123. “Subdivision” means land which is divided or proposed to be divided in accordance with the provisions of NRS 278.320 to 278.460.
- ~~122.~~124. “Sub-meter” means a meter that is used for the purpose of accurately recording the consumption of water used by customers served by a master meter.
- ~~123.~~125. “Supervised Testing” means supervised operation of an irrigation system for testing, repair, adjustment, or efficiency assessment. The operator must be physically present.

- ~~124.~~126. “Supplemental Service” means all domestic or combined connections from which water is delivered for domestic purposes to properties that are also provided water from any other source. This section does not apply to residential properties that are served by a domestic well, as provided for in NRS Chapter 534.
- ~~125.~~127. “Supplemental Service Connection” means a service connection or connections to property, which is also served by another source of supply, such as a well or non-potable system. A supplemental service connection shall include an approved backflow prevention assembly.
- ~~126.~~128. “Syringing” means the process of applying small amounts of water to turf grass for the purposes of cooling it and helping it survive mid-day stress.
- ~~127.~~129. “Tampering” means an act by a person which causes damage to or alteration of District property, including service connections, shut-off valves, hydrants, mains, meters, registers, Endpoint Equipment, service locks, or seals by any willful or negligent act. The person shall be responsible for payment of costs incurred and any and all fees prescribed by the Service Rules or penalties prescribed by law.
- ~~128.~~130. “Temporary Riser” means a service connection of a minimum of six inches attached to a blow off valve.
- ~~129.~~131. “Temporary Service Connection” means a District-authorized service connection installed at a location not adjacent to the parcel served, *i.e.*, a non-standard location, and which is subject to removal or relocation when a main is constructed contiguous to the parcel.
- ~~130.~~132. “Transmission Main” means a main extension that transports water from the main supply or source to a distant area where the water is distributed through distribution lines. A Transmission Main is usually a larger diameter main (greater than 24”) with limited connections that ensure system reliability as well as recognize the nature of the materials used to construct large diameter pipelines.
- ~~131.~~133. “Turf” means a densely planted grassy area characterized by frequent mowing, fertilization and watering, commonly used for lawns and playing fields. Plant species used in turf areas may include varieties of Bermuda Grass, Fescue, Zoysia, Rye, St. Augustine, or Bentgrass.
- ~~132.~~134. “Uniform Design and Construction Standards for Potable Water Systems” or “UDACS” means the currently adopted minimum design and construction criteria for water distribution systems within the jurisdiction of the District.
- ~~133.~~135. “Unusual Installation Conditions” means circumstances that include the length of the lateral, the type of pavement, anticipated soil or other underground conditions, the width or travel conditions of the roadway or right-of-way or conditions imposed as a result of governmental or property owner actions.
- ~~134.~~136. “Water Efficiency Plan” means a comprehensive plan conforming to District guidelines that contains information related to a development’s consumptive and non-consumptive water



demand projections. The plan may include a summary of indoor and outdoor water uses, a description of water fixtures and appliances, cooling systems, misting systems and other water-dependent applications, and a summary of efficiency measures proposed on site.

~~135.~~137. “Valved Outlet” means a valve installed on a main to which a distribution main could be connected.

~~136.~~138. “Water Budgeted Facility” means a facility that is assigned water budgeting provisions by the District in accordance with Chapter 12.

~~137.~~139. “Water Commitment” means a commitment from the District to provide water service to a specific development on a specific parcel of land.

~~138.~~140. “Water Conservation” means the controlled and systematic protection of water resources.

~~139.~~141. “District” means the Las Vegas Valley Water District.

~~140.~~142. “Water Facilities” or “Facilities” includes water mains, reservoirs, pumping stations, fire hydrants, laterals, service connections, backflow prevention assemblies, or associated appurtenances or infrastructure from the main to the point where water being delivered leaves the piping owned by the District.

~~141.~~143. “Water Quality Mitigation Plan” means a plan to establish and maintain the amount of water demand necessary to provide an acceptable chlorine residual, as determined by the District, from the time of connection of a development to the District’s distribution system to the acceptance of the project by the District.

~~142.~~144. “Water Resource Center” means a satellite treatment facility that treats only the liquid portion of the wastewater stream as provided by other entities.

~~143.~~145. “Water Theft” means any act taken by a person, for his or her own benefit or the benefit of another individual or entity, to obtain water or service provided by the District without payment therefor through an unauthorized connection to a fire hydrant, an idler, or bypassing the meter, or an unauthorized pipeline diversion. .

~~144.~~146. “Water Waste” means the use of District water in a manner described in Chapter 11.

## CHAPTER 2 – WATER COMMITMENT

Before a new development can be approved for construction, or before an existing development can be approved for expansions, additions or changes in development plans, a water commitment must be obtained from or confirmed by the District. A water commitment is the District's commitment to provide water service to a specified development or parcel of land based on the District's evaluation of building permit applications, land use, landscape and site development plans, gross acreage, or any combination thereof. This Chapter identifies the process for obtaining a new water commitment and for confirming an existing water commitment. There are two ways to do so: The Development Review or The Mapping Review.

Notwithstanding any provision in the Service Rules, payment of a fee, or construction of water facilities at a developer's or the District's expense, the District may deny any request for a new water commitment or request for a water connection if:

- a. The District has an inadequate supply of water.
- b. The uses include non-essential uses as provided for in Section 3.10 of the Service Rules.
- c. The commitment or connection will service a property that discharges wastewater to an evaporative pond or septic tank.
- d. Applicable charges are unpaid.
- e. There are physical limitations in the system capacity to serve the proposed customer and simultaneously maintain an adequate level of service to other customers.
- f. Public health, safety, or welfare will be compromised.

### 2.1 The Development Review & Mapping Review.

#### a. Development Review.

##### 1. New Development.

The District will review all land development plans, including but not limited to: site development plans, civil improvement plans, landscape plans, fire flow demands, and architectural and plumbing plans in order to determine the service(s) required to serve the proposed development and the water commitment to be issued. The District will review all associated building permit applications that involve plumbing fixtures and/or buildings with fire protection.

##### 2. Existing Development or Redevelopment.

The District will review all building permits with plumbing fixtures and/or fire protection and any site development plans or landscape plans for proposed expansions, additions, changes in use or proposed redevelopment of the site for parcels currently served by the District. It is the District's intent to reassess the existing water services with the proposed changes, additions or expansions to determine if the existing water service(s) for the development are adequate and whether the existing water commitment is still valid before development approval.

3. To obtain a new water commitment through The Development Review, the applicant must first obtain a conditional water commitment from the District. A conditional water commitment may be obtained when all of the following conditions are met:
  - The primary building permit and plans for off-site improvements are approved by all required agencies.
  - All off-site improvements are constructed, or bonds or other acceptable surety are posted, as required by the City of Las Vegas, Clark County or the District.
  - Development approval is issued by the City of Las Vegas or Clark County.
  - All fees, charges or deposits required by the District are paid, all District agreements are executed, and water plan approval is obtained from the District.

Once these requirements are met, a conditional commitment will be issued by the District. The conditional commitment is tied to the primary building permit. If the primary building permit expires, the conditional water commitment is automatically terminated.

The conditional water commitment will become a final water commitment after the water facilities are constructed and accepted by the District, all landscaping has been installed, proof has been provided that the commitment will not service a Manmade Lake, Non-Functional Turf, an Ornamental Water Feature or golf course in violation of the Service Rules; proof has been provided that wastewater will not be discharged to a septic tank or evaporative pond; and the certificate of occupancy or certificate of completion is issued by the City of Las Vegas or Clark County.

If development approval is given by the City of Las Vegas or Clark County to a project which does not require a building permit to be issued in order for the project to be constructed, a conditional commitment may be issued based on off-site improvement plan approval or other beginning action, such as a Notice to Proceed issued by a public entity. The conditional water commitment will become a final commitment when all construction is accepted as complete by all approving public entities.

b. The Mapping Review.

Recordation of a parcel map, land division map, or other map does not provide a water commitment unless the required steps in this section have been completed.

A water commitment will be issued according to the following process:

1. Development Approval.

A new water commitment, except those provided for in this Chapter, will require development approval from the City of Las Vegas or Clark County. The District will

process development approvals on a first come, first served basis as the requirements of the water commitment process listed below are fulfilled, as long as water is available to commit pursuant to the Service Rules.

2. Mapping Process - Water Commitments for all new Subdivisions, new Parcel Maps, or new Land Divisions will be made upon completion of all of the following items:
  - a. A subdivision, parcel map, or land division map must be approved pursuant to NRS Chapter 278, as well as any other approval required from the City of Las Vegas or Clark County.
  - b. Proof that the property will not discharge wastewater to an evaporative pond or septic tank.
  - c. A minimum financial commitment to the project equal to \$5,000 per acre-foot of projected water use has been reached. The financial commitment must be in the form of constructed improvements, bonds, other acceptable surety, or a combination of these. The bonds or other acceptable surety must be certified to the District by the City of Las Vegas or Clark County.

The following new improvements will be considered for satisfaction of financial commitments:

- Streets, roadways, water lines, drainage facilities, traffic improvements, or sewers
- Construction of local and regional improvements
- Site grading
- Foundation or vertical construction of buildings
- Construction and dedication of recreational or community amenities
- Any other District approved physical improvements

The following improvements will not be considered for satisfaction of financial commitments:

- Land acquisition
- Legal fees or representations
- Water, sewer, or utility connection fees
- Building or other permit fees
- Dedication of right-of-ways or easements
- Engineering, architectural, surveying, or other professional fees

- d. Development approval by the City of Las Vegas or Clark County.
- e. All fees, charges, or deposits required by the District are paid, all District agreements are executed, and appropriate water plan approval is obtained from the District.
- f. A final subdivision map, parcel map, or land division map with commitment certified by the District is recorded after completion of Items 1-4.

c. Water will be committed through the above processes as follows:

- Single-family residential subdivision lots or units (including associated common areas), single-family residential parcel map lots, and single-family residential land division lots will receive a water commitment for the intended use unless specifically stated otherwise on the map.
- Non single-family residential subdivision lots, multi-family residential parcel map lots, or multi-family residential land division lots will receive a water commitment limited to one acre-foot per lot, or one acre-foot per acre, whichever is less. If additional water commitment is required to complete a project, the process in effect at the time will be followed.
- Non-residential lots in a parcel map or land division will not receive a water commitment through the mapping process and must follow the process provided in this Chapter.

## 2.2 Non-Revocable Groundwater Rights.

A person owning a permanent, non-revocable water right for diversions from the Las Vegas Groundwater Basin who donates and transfers the water rights to the District, pays all applicable fees and charges, and meets all other requirements of the District may obtain a commitment from the District in an amount equal to the pumpage permitted to the District by the State Engineer, but not to exceed the amount of water right donated. The water commitment shall become effective 31 days following the date the State Engineer approves an application to change.

## 2.3 Domestic Wells.

A building or structure which currently receives water from a domestic well may be permitted to obtain a water commitment from the District for the building or structure, provided the existing well is abandoned in accordance with the requirements of the State Engineer. Development approval must be obtained if the domestic well is not required to be abandoned by the State Engineer.

## 2.4 Revocable Groundwater Rights.

A building or structure which currently receives water from a revocable groundwater right and is required to connect to a municipal water purveyor because the right to use groundwater is revoked by the State Engineer may be provided a water commitment from the District, provided the existing well is abandoned in accordance with the requirements of the State Engineer. Development approval must be obtained if the groundwater right is not revoked in writing by the State Engineer.

## 2.5 Water Rights to SNWA for Use by District.

Any person can obtain a water commitment without compliance with these Rules if they provide water rights to the SNWA, a percentage of which is for use by the District. The

SNWA and the District shall have the sole authority to evaluate the proposed acceptance of water rights and, based upon water quality, quantity, assured availability, location, deliverability, or legal considerations, shall determine if the offered water rights may be used to obtain a water commitment under this process. If acceptable to SNWA and the District, the District may enter into a contractual arrangement with the person to provide for a present or future water commitment.

A water commitment provided under this provision only exempts the person from the commitment process outlined above. A person with this type of a water commitment must, prior to receiving water service, comply with all other aspects of the Service Rules, including connection charges, frontage fees, or other payments.

#### 2.6 Emergency Service Connection.

The District may provide a water commitment to convert an emergency service connection as defined in Chapter 6 to a permanent service connection.

#### 2.7 Public Entity Acquisition.

A person owning a parcel which is served by the District and is acquired by a public entity by purchase or condemnation is entitled to a new water commitment to re-establish a personal residence or business similar to that existing on the acquired parcel, provided that the person or acquiring entity submits a service connection removal request to the District for the acquired parcel. No additional water commitment or water capacity will be gained by this action should a water commitment already exist for the new parcel.

#### 2.8 Water Commitment Limitations.

Water commitments cannot be traded, sold, or transferred. A water commitment obtained through the mapping process is associated with the land and, once the map is recorded, the fees collected to secure the water commitment are nonrefundable. The developer or successors are responsible for completing the water facilities.

#### 2.9 Commitment Documentation.

The applicant has the responsibility to provide proof to the District of a water commitment or development approval when required.

#### 2.10 Unauthorized Expansion or Addition.

If an increase in water consumption occurs due to an unauthorized expansion or addition to a property as identified in Chapter 2, the District may terminate service to the property in accordance with Chapter 5.

#### 2.11 Water Plan, Landscape Plan and Building Permit Review.

For the developer's convenience, prior to formal submission to the District or development approval by the City of Las Vegas or Clark County, the District will review for consistency

with the District's conditions of service: water plans, landscape plans and building permit plans for new and existing development and advise what changes are necessary in order to receive service under these rules. Such review and advice does not provide any additional consideration toward a water commitment, or any property right in water, to the new development. .

#### 2.12 Projected Water Usage.

The projected water usage a project is determined solely and exclusively by the District, including consideration of the density and uses of land permitted in the zoning district.

#### 2.13 Removed Service Connection.

Once a service connection is requested to be removed, a water commitment to the parcel is automatically canceled.

#### 2.14 Reversionary, Merger, or Resubdivision Maps.

If a subdivision, parcel map or land division map, or a portion of it reverts to acreage, is merged and is then resubdivided, the water commitment is automatically terminated for that portion of the property which has been reverted, merged, or resubdivided. The retention or disposition of any water facilities constructed to serve the development shall be at the District's sole discretion.

#### 2.16 Building Demolition.

If a building for which a water commitment exists has been demolished or removed, the water commitment associated with the previous building certificate of occupancy will be terminated.

## CHAPTER 3 – CONDITIONS OF SERVICE

The District will endeavor to provide customers with a continuous and adequate supply of water within reasonable maximum and minimum pressures. However, pressure will vary throughout the distribution system. The District requires that facilities connected to the existing District system during construction must consistently meet and maintain pressure and water quality requirements since structures may be connected to installed services while under construction. The developer is responsible for the maintenance of water pressure and water quality for the facilities until accepted by the District.

The District will act to conserve water resources in a manner that reflects the goal of achieving and maintaining a sustainable community within the desert environment of Southern Nevada.

The District may reject, rescind, reduce, or terminate current or proposed uses of water where such use:

- a. Is contrary to the District's obligation to assure reasonable use including compliance with rules for water pressure, quality, efficiency, drought, conservation, or the use of non-potable water for irrigation.
- b. May encumber or impair the District's ability to maintain an adequate level of service to other customers.
- c. Compromises public health, safety, or welfare due to circumstances that affect the available water supply.
- d. May encumber or impair the community's ability to meet regional conservation goals.

The conservation of ground and surface waters is an integral component of the District's long-range goals. The District, through its Service Rules, policies, and procedures makes a consistent effort to maximize the resources of the Colorado River and groundwater basins. The District is required under state and federal laws and regulations to provide for beneficial use and avert the waste of water. The District will continue to use rates, education, regulation, or incentives to develop programs to reduce the waste of water and improve the efficiency of its use. Further, the District may conserve potable water by providing customers with non-potable water resources, when available, for use in an efficient, effective manner.

### 3.1 Water Pressure.

Property owners or customers are responsible for installation and maintenance of privately owned pressure regulators, or other devices as required. In accordance with the Uniform Plumbing Code, individual pressure reducing valves are required to be installed and maintained by the owner whenever static water pressure exceeds 80 psi.

The District may adjust pressures as the need arises.

### 3.2 Interruption of Service.

The District will attempt to notify customers in advance of any interruption in service due to repairs, or other causes. In emergency conditions or when notification is not practical, service



may be interrupted without warning for indefinite periods of time.

### 3.3 Parcel Location Adjacent to a Main.

New applications for service will only be accepted if a minimum of twenty feet of useable main which meets the District's pressure, flow, and capacity standards is located adjacent to the parcel to be served. The main must be within a dedicated right-of-way or easement grant to the District. Where these conditions are not met, an application for service will require a main extension.

### 3.4 Parcel Not Adjacent to a Main.

In order to obtain service to a parcel not immediately adjacent to a main as required by Chapter 3.3, the applicant will be required to provide a main extension in accordance with the requirements of Chapter 9, or the applicant may make an application for a non-standard service if the property meets the requirements of Chapter 6.

### 3.5 Damage to Property.

The District will not be liable for damage to real or personal property caused by water running from open or faulty piping or fixtures on the customer's property. Customers who request activation of a service shall be responsible for damage resulting from such activation due to open or faulty piping or fixtures on the customer's property. The District may, at its discretion, opt to return the water service to a shut-off condition if there is an indication of water running on the customer's property at the time of service activation. A fee will apply for requested same day service activation. (Appendix I A.20.) If the District becomes aware of a leak on a customer's property, the District will attempt to notify the customer. The District has no obligation to be aware of or to discover water running on the customer's property at any time

### 3.6 Access to District Facilities.

Parcel owners who permit landscaping, irrigation, fencing, structures, or other fixed or movable obstructions to block, prevent, hamper, or restrict free and easy access to District facilities for work of any nature, including meter reading, shall be liable for costs incurred in removing such items. Clear access shall be maintained in accordance with easement provisions. A minimum of three feet of clear and level access shall be maintained around District facilities when there is no easement. The District will mail notice by certified mail, return receipt requested, to the mailing address on file with the Clark County Treasurer in order that the property owner may correct the condition. If the property owner fails to remove the moveable obstruction in 14 days or the fixed obstruction within the 60 day period, the District may complete the work at the sole cost of the property owner. In an emergency, the District has the right to cause the obstruction to be removed without notice to the property owner, and removal and all related costs will be the property owner's responsibility. At the property owner's option, subject to the District's prior approval, the District's facilities may be relocated by a Nevada-licensed contractor of the property owner's choice at the sole expense of the property owner, but subject to the standards and procedures of the District. Alternatively, the property owner may make application for relocation by the District and at

that time pay a deposit towards the actual total cost to be borne by the property owner.

Failure of the property owner to comply may result, at the District's election, in termination of water service to the property.

### 3.7 Efficient Water Use.

Any person or association is prohibited from imposing private covenants, conditions, restrictions, deed clauses, or other agreements, that prevent a person from using water efficient landscaping, including xeriscape, to conserve water.

As a condition of service, customers of the District must use water delivered through the District system in a manner that promotes efficiency and avoids waste.

### 3.8 Customer Premises.

District employees have the right to access customer property at all reasonable hours for any purpose related to the furnishing of service and protection of water quality. Except where specifically authorized for the purpose of conservation, employees are prohibited from entering customer premises to repair or alter customer piping and fixtures.

### 3.9 Use of Non-Potable Water for Irrigation.

The purpose and intent of the District is to require large-scale turf and landscape irrigators and appropriate non-residential users to use non-potable water when and where it is made available by the District. Irrigation plans may be evaluated as they are submitted subject to District goals, operational requirements, Service Rules, or criteria for conservation, public health, safety, or welfare, and accessibility and availability of service. The use of non-potable water for irrigation encourages conservation and allows the valuable and limited natural resource of potable water to be freed for other, higher uses. As the population in the Las Vegas Valley continues to increase, it will become increasingly important that large scale turf and landscape irrigators make use of non-potable water.

The rate for non-potable water charged to a customer will be designed to recover all costs to make non-potable water available to a customer, including capital expenditures, treatment, cost paid to other entities for non-potable or recycled water, operations, capital replacement, or any augmentation of supply or resource to meet demand. The sale of non-potable water will not be used to subsidize or otherwise support the District system for the delivery of potable water.

The General Manager has the authority to sign any Agreement on behalf of the District for the provision of non-potable water to any entity if the Agreement in question is in a form substantively the same as any form of agreement for provision of non-potable water that has been approved by the Board.

All other sections of the Rules concerning billing, collections, disconnection, construction, installation, inspections, or approval shall also apply to non-potable water.

### 3.10 Non-Essential Water Uses.

Because the conservation of water resources is vital to the general prosperity, health, safety and welfare of the community, the District must maintain adequate supplies for all customers, and elimination of non-essential water uses is a critical component of its mission. This applies to both potable and non-potable District water. Therefore, service to Manmade Lakes, Non-Functional Turf, New Development Turf Installations, New Development Spray Irrigation, Pools and Spas, Ornamental Water Features, Recreational Water Parks and golf courses shall be severely limited as described in the following sections, unless the Customer proves an alternative source of water sufficient to negate the non-essential use. Non-Conforming Uses are not subject to the following restrictions unless otherwise noted or prohibited by law, but may not be enlarged, increased or extended.

#### a. Manmade Lakes.

As of January 1, 2021, the District will not serve Customers who use any portion of the water served by the District for Manmade Lakes, except for the following:

1. A body of water constituting a wetlands project or located in a recreational facility which is owned or operated by a political subdivision of this State that utilizes nonpotable water.
2. A body of water which is located in a recreational facility that is open to the public and owned or operated by the United States of America or the State of Nevada.
3. Bodies of water located on a cemetery which are used for the purpose of storing irrigation water for the same and which have a combined aggregate surface area of less than five and one-half percent (5.5%) of the total cemetery area, respectively.
4. Manmade Lakes first served by the District on or after January 1, 2021 shall have an exclusive meter or meters and pay the highest tier water rate for all of their water use.
5. Manmade Lakes in service before January 1, 2021, having more than one acre of surface area, shall pay the same rate as non single-family residential customers.

#### b. Non-Functional Turf.

As of January 1, 2027, the District will not serve customers who use any portion of the water served by the District for Non-Functional Turf without an approved waiver from the SNWA. Non-Conforming Use exceptions do not apply to Non-Functional Turf.

#### c. New Development Turf Installation

With the exception of schools, Parks, and cemeteries where turf installed satisfies the definition of Functional Turf, the District will not serve Customers who use any portion of the water served by the District to irrigate Turf areas on properties that are issued a certificate of occupancy by the governing jurisdiction after April 5, 2022.

d. New Development Spray Irrigation

With the exception of schools, Parks and cemeteries on permitted turf installations, the District will not serve Customers who use any portion of the water served by the District for Spray Irrigation of non-Turf landscape areas on properties that are issued a certificate of occupancy by the governing jurisdiction after April 5, 2022.

e. Pools and Spas.

The District will not serve Customers who use any portion of the water served by the District for pools, spas and/or water features with a combined surface area that exceeds 600 square feet and who obtained a pool permit from the applicable governing jurisdiction after September 1, 2022. The restrictions described in this Paragraph (e) do not apply to Ornamental Water Features.

e.f. Ornamental Water Features.

As of January 1, 2021, the District will not serve and Customers shall not use District water for Ornamental Water Features, except for the following:

1. A water feature of 25 square feet or less of surface area at a single-family residence.
2. Water features supplied exclusively by privately-owned water rights, unless restricted by the code of another applicable jurisdiction.
3. A water feature at a Resort Hotel, provided that:
  - a. The body of water complies with local government permitting and land use regulations; and
  - b. The owner of the Resort Hotel, or its legally-authorized designee, on which the feature is proposed must enter into an abatement agreement with the District and satisfy the obligations set forth therein to perform one or a combination of the following abatement requirements:
    - Removing turf and converting to xeriscape at a ratio of 10 square feet of turf for each square foot of surface area of the Ornamental Water Feature consistent with the Southern Nevada Water Authority's Water Smart Landscapes Program's terms and conditions. Any turf converted to meet these requirements will not be eligible for any Southern Nevada Water Authority program rebates; or
    - Supporting the regional conservation program by paying \$30 for each square foot of surface area of the Ornamental Water Feature to the Southern Nevada Water Authority; or

- Reducing or eliminating an existing body of water on the property so that there is an equal or net decrease in water surface area on the property.

~~f.g.~~ Recreational Water Parks.

As of December 1, 2020, the District will not serve and Customers shall not use District water for Recreational Water Parks until they meet the following requirements:

1. A Water Efficiency Plan is submitted to the District for review and accepted by the District; and
2. The water use must be mitigated before water service is approved. Recreational Water Park water use can be mitigated use by either option or a combination of the following:
  - Supporting the regional conservation program by paying \$30 for each square foot of surface area within the Recreational Water Park to the Southern Nevada Water Authority; or
  - Removing turf and converting to xeriscape at a ratio of 10 square feet of turf for each square foot of surface area of the Recreational Water Park consistent with the Southern Nevada Water Authority's Water Smart Landscapes Program's terms and conditions. Any turf converted to meet these requirements will not be eligible for a rebate under any of the Southern Nevada Water Authority's rebate programs.

~~g.h.~~ Golf Courses.

The District will not serve and Customers shall not use District water for golf courses not receiving service from the District or possessing a water commitment from the District as of November 2, 2021.

## CHAPTER 4 – REQUEST FOR SERVICE

The categories of request for service are:

1. Request for service through an existing service connection.
2. Request for a new service connection.

The District will require any person requesting service to demonstrate that a water commitment exists, to sign appropriate application forms provided by the District, and to pay all required fees, charges and deposits.

The District provides service in accordance with the Service Rules in certain areas of unincorporated Clark County and in the City of Las Vegas. Service is not provided in the cities of North Las Vegas, Henderson, Boulder City, or service area of any other public water system unless an interlocal agreement authorizing the service is entered into between the District and entity in whose territory or service area the property is located.

Notwithstanding any provision in the Service Rules, payment of a fee, or construction of water facilities at a developer or District's expense, the District may deny any request for a new water commitment or request for a water connection if:

- a. The District has an inadequate supply of water.
- b. The use includes non-essential uses as provided for in Section 3.10 of the Service Rules.
- c. The commitment or connection will service a property that discharges wastewater to an evaporative pond or septic tank.
- d. Applicable charges are unpaid.
- e. There are physical limitations in the system capacity to serve the proposed customer and simultaneously maintain an adequate level of service to customers.
- f. Public health, safety, or welfare will be compromised.

### 4.1 Existing Service Connection.

Customers requesting service through existing service connections must provide information required by the District. The information shall include full name and valid identification information. Any other person or party requesting to share financial responsibility (or account credit history if a spouse or co-owner) for an account must also provide their full name and valid identification. The customer shall provide any other information which will assist the District in properly locating the service connection, including a description of the development, documentation of installation approval, and the use of water and plumbing plans of the private facilities.

Any costs incurred by the District to bring a service connection into compliance with District standards are the responsibility of the property owner. Physical evidence of a service, including the installation of an approved backflow prevention assembly, if required, on the property does not necessarily mean the service is available for use without additional fees, charges, or necessary improvements to bring the service into compliance with District standards.

The District may permit persons to conduct business with the District, including requests for water service turn-on and shut-off, over the telephone or by electronic means (*e.g.*, website, mobile application, facsimile) provided that the person has established credit with the District, is the property owner, or is identified in District records as authorized by the customer to transact business on the customer's behalf. The District may also permit persons to conduct business with the District, including requests for water service turn-on and shut-off.

#### 4.2 New Service Connection.

A service connection shall be made to a main only after evidence of a water commitment is presented to the District and a proper application has been made by the property owner or his legally designated representative on forms provided by the District, and the application is acceptable to the District. The application for a new service connection must conform to the requirements listed in Chapters 2, 6, and 9. (See Appendix I A.3.F for Installation charges.)

#### 4.3 Relocation of Service Connection.

A service connection may be relocated on an existing parcel, but it may not be moved to a new parcel. The construction of a service connection relocation is subject to the requirements of the Rules. A service may not be moved without the prior approval of the District.

#### 4.4 Inaccurate or Insufficient Information.

If the information provided by the applicant is inaccurate or insufficient after work has commenced or service has been turned on, the applicant will pay all costs, fees, charges or deposits necessary to effect corrective action and Service Rule compliance. This requirement will also apply in instances of on-site changes necessitating corrective action or modification to the service connection.

#### 4.5 Refusal of Service.

Service through existing or new service connections may be refused if:

- a. There is no water commitment to the parcel.
- b. The account of the applicant at the same or other location is delinquent.
- c. The service address has Inactive Consumption or unpaid water bills.
- d. The purpose of the applicant, in the opinion of the District, is to circumvent discontinuance of service in another name because of non-payment of bills or other infraction of the Service Rules.
- e. The use includes non-essential uses as provided for in Section 3.10 of the Service Rules.
- f. District-provided water will be discharged to a septic tank or an evaporative pond.
- g. The requestor is responsible for unpaid Water Theft fees.
- h. Other requirements of the Service Rules are not fulfilled.

#### 4.6 Reapplication for Disconnected Service.

The customer shall be required to pay all past due charges and costs before service will be reinstated, including disconnection and reconnection charges, delinquent processing fee, returned check fee, deposits due, service charge, Tampering fees, or unpaid consumption fees. The District may, at its option, require payment of additional deposits before service is reconnected.

In the event a service is disconnected for illegal or unauthorized use or connection, the property owner will be responsible for reestablishing service and shall be required to pay all applicable fees, charges, or deposits. If service disconnection is not practicable due to fire service protections or other requirements, the property owner will be responsible for payment of all due fees, charges, or other costs.

#### 4.7 Deserted Service Connection.

Applicants who apply for activation of a service that has been classified in District records as deserted will be required to make application for a new service connection and apply for a water commitment as provided for in Chapter 2. The water commitment for the service does not expire, but the property owner is required to pay all installation charges, including the application fee and inspection fee (if a service is installed by a private contractor), to replace the service. If a property owner or applicant can locate a service classified as deserted, the service must be brought into compliance with District standards at the property owner's or applicant's expense, and an application fee must be paid before reactivation.



## CHAPTER 5 – TERMINATION OF SERVICE

### 5.1 Customer Request.

A customer desiring to terminate service shall notify the District and provide a mailing or email address to which the closing bill will be sent. Failure to notify the District shall not relieve the customer of responsibility for payment of any existing billings or any charges prior to notifying the District. Although the District will stop billing upon receiving notice of a desire to terminate service, the District may not shut off or lock the service. Payment for service received after termination shall be the responsibility of the property owner.

### 5.2 Reasons for Termination of Service.

Reasons for termination of service include:

- a. Non-payment of bills or any other outstanding charges, fees, or deposits;
- b. Non-compliance with the Service Rules, including Rule 3.10 on Non-Essential Uses;
- c. Interconnection;
- d. Actual or potential cross-connection;
- e. Water Theft;
- f. Waste of water;
- g. Failure to repair ongoing leaks/malfunctions;
- h. Damage to property;
- i. Obstructing access to District facilities;
- j. Tampering, including with meters, seals, or equipment;
- k. Discharge of District-provided water into a septic tank or an evaporative pond if the dwelling was constructed or expanded, if the parcel has sewer available within 400 feet, or if the property received notice from the Southern Nevada Health District to connect to a municipal sewer line.

### 5.3 Notice of Termination.

- a. The District will attempt to notify the customer prior to terminating or discontinuing a service. If the service termination may result in a financial impact to the owner to reestablish service, the District will also attempt to notify the property owner prior to the service termination or disconnection.
- b. The District reserves the right to terminate or discontinue a service without notice for Tampering, Water Theft, or if continuing the service represents a public health, safety, or welfare risk, will result in property damage, or for nonpayment of an account regardless of the address where the debt was incurred.

### 5.4 Bankruptcy Actions.

- a. In bankruptcy proceedings, the District will make demand for adequate assurance of payment as authorized pursuant to 11 United States Code Section 366.

## 5.5 Responsibility.

- a. Bills are due and payable upon the applicable due date. When a bill is delinquent, the District may discontinue water service in accordance with the Service Rules. Water service will not be re-established until the delinquent bill, fees, or charges have been paid in full.
- b. Before having to resort to termination of service, if a customer fails or refuses to pay an outstanding bill, fee, or charge, the District may decline to provide service at the same or another location until payment has been made. The District may require the owner of a property, as shown on the records of the county assessor, to sign for service and pay any past due bills to that property when a tenant fails or refuses to pay an outstanding bill, fee or charge, or resolve ongoing water waste.
- c. Outstanding bills, fees, or charges are owed by the customer to whom the service was provided and the owner of the property, as shown on the records of the county assessor. Outstanding bills, fees, or charges also constitute a lien on the property, which will include associated costs such as recording fees. The District may apply deposits to bills, fees, or charges that have not been paid.

## CHAPTER 6 – SERVICE CONNECTIONS

### 6.1 General Provisions and Conditions.

The intention of the Rules is that all water delivered through a service connection will be metered and billed. The use of spacers to deliver water is prohibited. Connection charges shall be the responsibility of the applicant. In addition, the installation of a backflow prevention assembly may be required. Unless the context requires otherwise, a size designated in inch measurements refers to the diameter of the object (*e.g.*, meter size opening, main size).

The District reserves the right to determine the size and type of the service connection to be installed. The minimum lateral size shall be one inch. For new service connections one inch and greater, the lateral pipe shall be a minimum of the same size as the meter. No service connection shall be approved of a size larger than can be supplied by the main without adversely affecting service to other customers.

In the event an existing main is determined to be inadequate to meet the requirements of an application for service and a main extension will provide for those requirements, provisions of the Rules applying to main extensions will be followed.

Whenever two mains are available from which service can be provided, the District shall, at its option, determine the main to be used for the service connection.

Plans acceptable to the District are required for all service connections, except individual residential service connections under two inches in diameter which are installed by the District. Water plans shall be prepared by a Nevada Registered Professional Engineer for review by the District for conformance to District standards. A review does not constitute a decision determining if a water commitment will be granted. The applicant for the service connection is responsible for obtaining all development approval and satisfying all requirements stated in the Rules for obtaining a water commitment.

The District will apply for any permit for work to be performed by the District or for water facilities to be installed by a private contractor which are located within the Nevada Department of Transportation right-of-way. Any fees or charges associated with the permit application will be borne by the person seeking the service connection. Should a permit not be issued to the District, the District will notify the applicant in writing. The applicant may then make application for a permit to the entity having jurisdiction or may request the return of fees, charges, or deposits paid. If the applicant chooses the latter option, the District shall not be required to provide service. If the applicant is unable to obtain the required permit, the District has no obligation to provide service and shall return fees, charges, or deposits paid, except for application fees.

### 6.2 Location.

Service connections shall be installed at nominal right angles to a main in accordance with District Standard Plates. The point of connection shall not be within a street intersection from curb return to curb return, nor shall any portion of the service connection be within the

intersection. The meter location shall be directly adjacent to the parcel being served within the public right-of-way. If street right-of-way is not available, the District may approve installation within an easement or alley adjacent to or on the parcel to be served. In alleys or easements, meters shall be located at a point as close as practicable to the property line within which the main is located. All meters shall be located outside of driveways and other areas where access by District personnel for operation and maintenance may be restricted. The meter vault shall be located outside of travel lanes and driveways and shall be protected from vehicular traffic, as determined by the District. Public water mains and service laterals shall not be installed longitudinally under driveways, sidewalks, or cross-gutters. A person who feels extraordinary conditions exist that would prevent compliance with this requirement may submit a written request for a waiver of the requirement at the time the water plan is submitted for review.

### 6.3 Composition.

Specifications for materials, appurtenances, or construction techniques for service connections are determined and approved solely by the District.

### 6.4 Ownership.

Service connections, including laterals, meters, boxes, shut-off valves, backflow assemblies, or other appurtenances are the property of the District. Upon acceptance of the installation by the District and delivery of an unencumbered bill of sale, ownership is transferred to the District. The District is responsible for the maintenance, repair, or replacement of the facilities, subject to any agreements covering the installation of the facilities. All pipe and fittings on the customer's side of the meter or backflow prevention assembly two inches and below at the end of the brass tail piece, or all facilities within the property shall be installed by and owned by the property owner. The customer must ensure that all pipes, fittings, and facilities on customer's side of the meter or backflow prevention assembly's first below grade horizontal connection are installed and maintained to function with District-owned property and facilities, including any upgrades. Only District employees or contractors, consultants, or their employees authorized by the District may enter into or perform work on District-owned property and facilities. Any entry or work by a person who is not authorized by the District is prohibited.

### 6.5 Installation of Service Connection.

The applicant shall be responsible for payment to the District of all applicable fees, charges, or deposits in effect at the time the application is made. Service connections may be installed by the District. Service connections installed by the applicant shall comply with the requirements of the Service Rules.

In instances of well abandonment and municipal service connections within the Las Vegas Hydrographic Basin, the District may accept alternate arrangements for payment of all or any portion of the applicable fees, charges, or deposits in effect at the time the application is made, and once all appropriate agreements are properly executed by the property owner through the Las Vegas Valley Groundwater Management Program.

#### 6.6 Emergency Service Connection.

Emergency service shall be authorized for limited periods of time when the usual source of supply fails. Connections may be provided, at the discretion of the District, to any acceptable District facility in conformance with the Service Rules. The applicant shall pay all installation costs and applicable fees, charges, or deposits and shall make application for a main extension in accordance with Chapter 10 if applicable.

All emergency services shall conform with requirements of the Rules and shall be limited to a maximum of 60 calendar days. Should the need for the emergency service extend beyond 60 calendar days, the applicant shall apply to the District for a time extension. The emergency service may be extended by the General Manager until such time as the application can be brought to a regularly scheduled meeting of the Board.

In the event that the emergency service will provide water to multiple users, a deposit shall be submitted that will include an amount for an estimated 30 calendar days of consumption, including service charges for each unit of property to be served. A single monthly bill shall be issued to the applicant, who will be responsible for payment.

#### 6.7 Non-Standard Service Connection.

A non-standard service may be approved when the District determines that a main available to serve the parcel is not adjacent to provide service, or the District determines that a main extension is not practical for orderly development of the system, fire protection, service to other property, or other reasons. On-site piping from the meter to the property served shall not be located within a public thoroughfare. When a main adjacent to the parcel becomes available, the property owner will be required to relocate the service and bring it into compliance with District standards.

A copy of the recorded easement for the on-site piping shall be provided to the District. Only the property owner, or duly authorized designee, may execute a non-standard service connection agreement with the District.

#### 6.8 Meter and Backflow Prevention Assembly Maintenance.

District water meters and backflow prevention assemblies are routinely tested and maintained during normal business hours. This procedure may cause a total shut down of the services located on a site. Property owners may avoid an interruption in service by providing redundant services with adequate isolation valves for isolating each service independently, or a metered bypass valve and piping for services four inches or larger, in compliance with District standards.

#### 6.9 Temporary Service Connection.

A temporary service may be authorized by the District when the applicant provides a guarantee for the construction of any required main extensions and a standard service connection to the parcel. The applicant is required to pay applicable fees, charges, or deposits in accordance with the provisions of the Service Rules.

#### 6.10 Metering Requirements for New Developments.

- a. The intent of the District is to separately meter all services for each dwelling unit, public, quasi-public, commercial, or industrial occupancy. Interconnections are not allowed, which includes expansion of on-site systems to serve adjacent parcels. The District retains the right to determine the quality, quantity, type, size, or location of all such metered services and appurtenances.
- b. Each lot or parcel shall have a minimum of one metered service. If the District determines that a single meter for all service is the most practical installation given the conditions of the site, one meter to serve the entire development may be allowed.
- c. In the event a parcel is divided into more than one lot after water service is obtained from the District, it is the property owner's responsibility to obtain additional water services for the additional lots from the District prior to the parcel division. Interconnections, which include the expansion of on-site systems to serve adjacent parcels, are not allowed.

Commercial developments created through the subdivision process must include Covenants, Conditions, and Restrictions that are acceptable to the District and that provide for property management payment of communal services. Commercial developments may be exempted from this requirement if adequate documentation is provided to support an arrangement acceptable to the District. The District will not prorate water bills between customers.

- d. Water service for mobile home parks will be as required by NRS 461A.230.

Individual meters and services will be required for each lot in mobile home parks constructed after October 1, 1995, unless the park is operated by a non-profit corporation or housing authority. Mobile home parks constructed on or before October 1, 1995 may be expanded using an existing master meter, provided the expansion can be accommodated with the existing water capacity.

#### 6.11 Metering Requirements for Conversion of Developments.

All existing developments which were developed in accordance with the provisions of any applicable zoning ordinance that are to be converted from rental occupancies to occupancies for the transfer of titles in an occupancy and open space may retain the existing metered service without modification, except when such service is required to be modified in the interest of the public health, safety, or welfare. The District may authorize the retention of the existing metered services, with or without modifications, for cause.

#### 6.12 Cross-Connection Control (Backflow Prevention).

The District's Cross-Connection Control (Backflow Prevention) program for service protection is conducted pursuant to NAC 445A.67185 to 445A.67255.

All backflow prevention assemblies for service protection are tested and maintained by the District in accordance with NAC 445A.67185 to 445A.67255.

The District may require access to properties of customers currently receiving water service to conduct a cross-connection control survey pursuant to NAC 445A.67185. The purpose of this survey is to establish the extent of protection required for the District's water system based on an evaluation of how a customer uses water on a site. Examples of on-site uses requiring protection include, but are not limited to, laundries, businesses that mix and process chemicals and water, potable or non-potable irrigation systems, and fire services. Water from a customer's service may, under certain conditions, be drawn into the public water supply through the meter (through a backflow condition such as backsiphonage or backpressure). If there are existing or potential cross-connections with non-potable fluids on a customer's property, the water drawn into the public water supply may be contaminated and therefore compromise the District's supply. The installation of a District approved backflow prevention assembly adjacent to the meter may be required based on the results of the survey and the identification of existing or potential cross-connections within the property. Such installations may also be required pursuant to NAC 445A.67195 to 445A.6721.

The District may determine that there is the potential for contamination of the District's distribution system from an existing service due to processes on a customer's property. This requirement may be made in the absence of a cross-connection control survey pursuant to the conditions specified in NAC 445A.67195 to 445A.67215. At that time, the District may install a backflow prevention assembly at its expense. If a customer requests a larger assembly, the cost of that equipment and installation will be borne by the customer. The customer must provide an easement to the District for this work unless one of approved dimensions already exists.

If the customer objects to the requirement for backflow prevention assembly installation, the customer shall, at its expense, obtain a cross-connection control survey from a Certified Cross-Connection Control Specialist. If the survey finds no need for backflow prevention, the requirement by the District shall be deferred at that time. The District may require the customer to obtain, at his own expense, a similar District approved cross-connection control survey not more frequently than annually to validate that the deferral is still appropriate. An approved copy of the results of the survey shall be provided to the District, which will determine the need for an assembly. Failure to provide such a survey shall be cause for the District to require the immediate installation of a backflow prevention assembly as required by NAC 445A.67195 to 445A.67215. The customer shall pay all expenses required for this installation.

A District-approved backflow prevention assembly adjacent to the meter will be required at applicant's expense for all new services to commercial and industrial facilities, all new fire services, all new potable or non-potable irrigation services, all services for parcels with multiple services, for the relocation or upgrade of existing services, or when on-site work occurs to any facility which would otherwise qualify for installation of a backflow prevention assembly pursuant to NAC 445A.67195 to 445A.67255.

The backflow prevention assembly may be installed by a Nevada licensed contractor, but the installation shall be approved, inspected, and the assembly tested to District Standards before the service is activated.



Installations of backflow prevention assemblies by the customer or applicant shall be accomplished in accordance with Chapter 9. An easement shall be provided to the District for the construction, operation, and maintenance of all backflow assemblies.

Backflow prevention assemblies two inches and smaller may be installed by a licensed contractor provided the Property Owner first obtains a permit from the District. A permit for the installation and inspection shall be obtained by the owner or developer for all assemblies two inches and smaller. Failure to provide the District access to the assemblies shall be grounds for termination of water service. Assemblies must be tested and passed before the District will sign off on the water release for building permit certificate of occupancy.

An approved backflow prevention assembly appropriate to the degree of hazard shall be installed at the point of delivery to an existing customer's water system as a prerequisite of continued service:

- a. Whenever entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist or as required by NAC 445A.67195.
- b. Whenever an emergency shut-off is necessary, as determined by the degree of hazard.

Customers will be notified by mail when a survey or other action (such as a public works or District project related to existing service removal and relocation, or service adjustment) has revealed that an existing service has been identified as requiring installation of a new or upgraded backflow prevention assembly. The customer shall be required to have the backflow prevention assembly installed in a manner acceptable to the District within 120 days from the date of the notification. If, after the 120-day period elapses, the backflow prevention assembly is not installed, the District shall notify the customer of their failure to meet these requirements. If the customer has not completed the installation of the backflow prevention assembly nor responded to the District 30 days following the notification (150 days elapsed time from initial notification) a second notification shall be made to the customer. If, after 30 days have elapsed (180 days elapsed time from the date of first notification) the backflow prevention assembly is not installed, the service to the customer's account may be terminated. The District may elect to install the appropriate assembly at the expense of the customer. Upon completion of installation of the backflow prevention assembly, the District may restore service.

If the customer so requests, the District shall take the necessary actions to have the backflow prevention assembly installed. If a customer qualifies due to a Public Works or District project that requires an existing service removal and relocation, or service adjustment, and the installation of a backflow prevention assembly, it shall be installed at the expense of the District. Any requests for a larger service will result in the customer being charged the full cost of the assembly.

Once a customer requests installation by the District, the 120-day installation period shall be considered as having been satisfied. The District may make arrangements for the installation by a contractor, or may do the installation using District work forces. The application shall be considered to have been received by the District when the customer presents an appropriate



application for installation along with a properly executed easement or license document and delivers payment in the amount estimated by the District as set forth in Chapter 7.6 for the installation work. Following completion of the work, the District shall either refund to the customer overpayments or shall invoice the customer for the monies required.

In locations where physical constraints may preclude the installation of backflow protection on individual services, the District may choose to install a properly sized backflow prevention assembly on a portion of the distribution system to protect other customers in the vicinity. In this situation, the District shall make all arrangements for the backflow prevention assembly installation.

6.13 Installation of Hydrants.

The District may install a fire hydrant for single-family residentially zoned lots with fire department approval when the owner of the lot applies for domestic service and pays all applicable fees, charges, or deposits, which must include the cost of the fire hydrant and installation.

6.14 Water Theft Prohibited.

- a. Unauthorized connections threaten the integrity and reliability of the District's system in several ways, including but not limited to affecting water pressure, threatening water quality and damaging District facilities. The theft or attempted theft of water through an unauthorized connection poses a risk to the public's health and safety, and Water Theft is therefore prohibited by these Service Rules, as well as Chapter 167, Statutes of Nevada 1947, Section 10.
- b. In the event of Water Theft, the District may pursue any and all remedies available at law and equity, regardless of Customer status, including but not limited to: issuing violation notices, assessing administrative water theft fees, charging for estimated usage and damage to District facilities, filing a civil action for damages, seeking criminal penalties, issuing misdemeanor citations and reporting the theft to the Las Vegas Metropolitan Police Department or another appropriate law enforcement, regulatory or licensing agency. The District may also terminate or refuse service to persons or entities that engaged in or benefitted from Water Theft.
- c. Persons or entities issued a notice of violation shall be charged for estimated water usage at 12x the applicable rate, charged for the cost of any damage to District facilities and assessed an administrative fee in accordance with Appendix I A.22. Violation levels shall be based upon the recipient's violation history for the preceding 18 months. The District has adopted Water Theft policies and procedures that:
  - Specifically define Water Theft and exemptions;
  - Require observation and documentation or other reliable evidence of Water Theft;
  - Require notification explaining the District's policy prior to fee assessment;
  - Provide a mechanism by which a Water Theft violation and/or fee may be appealed to an independent hearing officer pursuant to Rule 12.8.
- d. Contractors and developers are responsible for ensuring their contractors, employees and agents comply with the District's Service Rules, including rules requiring the use of approved metering and backflow devices and rules prohibiting Water Theft. Water

Theft violation notices, fee assessments and estimated charges for stolen water and damage to District facilities may, in the District's sole discretion, be issued to the developer or contractor. In such an event, the developer or contractor is responsible for payment of all fees and charges assessed, and service to the developer or contractor may be terminated or refused for non-payment or recurring violations.

## CHAPTER 7 – CHARGES, FEES, OR DEPOSITS

Charges and fees are collected to support the District’s obligation to carry out its statutory duties, including maintenance and replacement of the water system, development or expansion of the system, operation of the system, payment of debt obligations, retention of adequate reserves, and sustaining a stable rate structure. Charges, fees, and deposits are specified in Appendix I.

### 7.1 Backflow Service Charge.

All customers having, or who will require, backflow prevention assemblies above or below ground shall be required to pay the backflow daily service charge for each backflow prevention assembly required by the District. (See Appendix I A.1.) This charge shall be in addition to other daily service charges.

### 7.2 Combined Service.

The LVVWD and the SNWA daily service charges will be determined by applying the daily fire service charge to the larger meter and the daily domestic service charge to the smaller meter and adding these charges to the SNWA daily domestic and fire charges. The consumption through both meters will be added together and billed at the appropriate domestic service rate based on thresholds for the smaller meter. Charges for combined services include, but are not limited to, those on the LVVWD and SNWA daily service charges - Combined Service table. (See Appendix I A.2.)

### 7.3 Connection Charges.

A connection is defined as a service connection or main extension connected to an existing main. A connection shall not include an emergency service connection, interim or construction water service or temporary service connection. Any connection charges based on a meter size will be based on the smaller meter for combined services.

Installation charges, fees, or deposits shall be payable in advance in accordance with the approved rate schedule in effect at the time of water plan approval or at the time the District’s water service application form is signed and returned to the District. Any and all required or outstanding bills, charges, fees, or deposits for any service or project must be paid to the District prior to approval of water plans for construction, or prior to commencement of any scheduling or construction activity for services to be installed by the District.

- a. “Application Fee” means the non-refundable charge required of all applicants for service to property where a service connection does not exist, where a service is to be enlarged or where a service is added, including those temporary connections and those connections located within an Assessment District. The charge is based on meter size. The charge includes District costs for the initial application, engineering review and water commitment process, water plan approval, and miscellaneous related administrative costs. Fees are established for revisions to the initial application. These fees are non-refundable, and valid for applications submitted for two years from the time of payment. The application fee is required for the reactivation of a service classified as deserted, a temporary service, or an interim service. (See Appendix I A.3.a.)

Application fees are due for relocations of existing fire hydrants or service connections on the same parcel of land.

The application fee does not apply to adjustments to or relocation of water facilities completed in conjunction with public road improvement projects, or work necessary for the installation of a new backflow prevention assembly required as a result of the District's Cross-Connection Control Program.

An application fee is required for a fireline without domestic meter installation or a water plan with a public fire hydrant, which include a temporary fire hydrant or temporary riser, without domestic meter installation.

There will be a charge for staff review of each revision to applications and plans that constitute a change to documents, fees, or services.

- b. "Facilities Connection Charge" means the charge required of all applicants for service to property where a service connection does not exist or where a service is to be enlarged or added. The charge is to be paid based on meter size and the current rate. Beginning January 1, 2021, the Facilities Connection Charge will be adjusted annually for all projects approved on or after March 1. The rate will be set in accordance with the annual increase as of September of the previous year's Engineering News Record, Construction Cost Index, 20 City Average. (See Appendix I A.3.b.)
- c. "Frontage Connection Charges" applies to all connections through which water will be delivered from an existing main to particular parcels of property which are adjacent to the right-of-way or easement wherein that existing main is located. If additional connections will not be required for subsequent phases, the frontage connection charge for projects with multiple phases is due for all remaining phases at the time the initial connection is approved. The applicable frontage connection charges shall be the amount specified in the rate schedule. (See Appendix I A.3.c.)

Frontage connection charges shall not apply to the connection of a property to a particular main if that main was installed as a main extension to serve that property. If a parallel main exists, the frontage connection charges shall be based on the main providing the direct connection to the service. Conditions for installing a parallel main are contained in Chapter 9. Frontage connection charges shall apply to properties within assessment districts when the connection is made to a main installed after the installation of mains for the Assessment District. A minimum charge shall apply to any parcel having less than 70 feet of chargeable frontage. Connections to serve median strips within a publicly dedicated right-of-way or land either publicly owned or controlled landscaped trails and paths shall be charged the minimum charge regardless of the length of the median strip or landscaped area. Unless agreed to specifically by the District, the depth of such landscaped areas shall be no greater than 20 feet.

Upon application for a connection to a parcel not presently having a connection, frontage connection charges shall apply to the side of the property where the connection is to be made. Upon application for an additional connection to a parcel where the connection is to be made to a side of the property not presently having a connection, frontage connection

charges shall apply to that side of the property. Upon applications for connections to more than one side of a parcel presently not having a connection, frontage connection charges shall apply to each side of that property where a connection is to be made.

Relocation of, or additional connections on, the same side of the property where frontage connection charges have been assessed shall be exempt from frontage connection charges. Non-standard service connections shall be assessed the minimum frontage connection charge when the main providing water is not directly adjacent to the property. An existing service connection may be relocated on the same parcel, with the approval of the District, however it may not be moved to a new parcel. A relocated service connection shall be installed pursuant to the same Rules and applicable rate schedules as a new service connection, except that no facilities or regional connection charges shall be applied. Frontage connection charges will not apply if the connection is to the same side of the parcel and the new connection is made to the same main as the original connection. For connections to any other main along that side of the parcel, the frontage connection charges provisions shall apply (See Appendix I A.3.c.)

If more than one main is available with sufficient pressure and capacity for a connection, the applicant may request a connection to a specific main. The District may elect to require the connection be made to another main. If so, the Frontage connection charge shall be the lesser of the charge for the main preferred by the applicant or the main to which the connection was actually made.

- d. “Inspection Fee” shall apply to all new water facility installations and water service relocations constructed by private contractors. The fee is based on the quantity, type of water facility installation, or size of the meter. The charge includes District costs for the inspection and related administrative costs of water facility installation. The fee must be paid prior to water plan approval and may be refunded if work does not begin. The fee is not refundable or prorated once construction begins. The inspection fee is valid for two years from the date of plan approval. Any time extensions for work remaining after the two year period require payment of an additional inspection fee for those portions of the project which are incomplete. Any inspection required after the the District’s scheduled work week for Inspector working hours will be charged in addition to these fees. (See Appendix I A.3.d.)

The inspection fee does not apply to adjustments to, or relocation of, water facilities completed in conjunction with public road improvement projects.

Inspection fees are due for service connection relocations and service connection size increases.

- e. “Oversizing Charge” will be based on meter size, and the funds collected will be used to refund oversized main extension costs. The oversizing charge also applies to enlarged or added service connections, including those connections located within assessment districts. (See Appendix I A.3.e.)
- f. Service Connection – Installation. If unusual installation conditions exist, the applicant will be advised of the terms and conditions that must be met before an application for service will be accepted. In circumstances under which the District anticipates unusual installation conditions, the applicant shall pay a deposit established by the District. A refund or billing

will be made when the job is completed and actual cost determined by the District. Unusual installation conditions shall exist when, in the opinion of the District, the installation is to be made under conditions that would result in unusual or significant departure from the basic installation charges set forth in Appendix I. A.3.f.

- g. Service Connection – Relocation. An existing service connection may be relocated on the same parcel, with the approval of the District, but it may not be moved to a new parcel and may not be used to serve an adjacent parcel. A relocated service connection shall be installed pursuant to the same Rules and applicable rate schedules as a new service connection, except that no facilities or regional connection charges shall be applied. Frontage connection charges will not apply if the connection is to the same side of the parcel and the new connection is made to the same main as the original connection. For connections to any other main along that side of the parcel, the frontage connection charge provisions shall apply. The person requesting the relocation will be responsible for the cost of relocation.
- h. Service Connection – Removal. In the event that a service connection is to be permanently deactivated, the owner of the property must sign a service removal form provided by the District. The meter and other salvageable materials may be removed by the District without credit to the property owner or by a private contractor in accordance with the requirements of Chapter 9. In the event a service will be relocated or the size of service changed, the service removal may be completed either by the District on an actual cost basis or by a private contractor in accordance with the requirements of Chapter 9. Any water commitment associated with a removed service shall terminate, except as provided in Chapter 2.8.
- i. Service Connection – Size Increase. An existing service connection may be enlarged with the approval of the District provided a water commitment for the additional capacity requested is obtained in accordance with Chapter 2. An enlarged service connection shall be installed pursuant to the existing Rules and applicable rate schedules. If the new service connection is not on the same side of the parcel as the abandoned or removed service, frontage connection charges may apply. Facilities connection charges, regional connection charges, or oversizing charges shall apply to increases in meter sizes. Existing services will receive a credit for facility connection charges, regional connection charges, and oversizing charges based on the rates in effect at the time of the application. The credit will be applied toward the new charges for the service or services being applied for on the parcel. Regional connection charge credit will be calculated based on the current land use of the existing service. Land uses with regional connection charges on a per unit basis will be given a credit to be determined using the Clark County Assessor records in place at the time of the application. The full application fee and inspection fee (for service connections installed by private contractor) for the new service size will apply. (See Appendix I A.3.a. and A.3.d.)

#### 7.4 Construction Water and Other Approved Uses.

- a. Construction water taken through public fire hydrants except for firefighting purposes will be metered. Fees and charges stated in Appendix I A.4 apply to use of construction water. Stand tanks must be used and maximum flow rates will be specified by the District in closed pressure zones. A backflow prevention assembly is required when hydrant meter connections do not serve a stand tank with an approved air gap.

One working day notice is required to set fire hydrant meters and requests must be received before 4:00 p.m. Requests received after 4:00 p.m. for next day service and requests for same day meter installation before 4:00 p.m. that day may be accommodated with payment of an additional fee. A fire hydrant permit fee will be charged. A refundable damage deposit will be required for each hydrant valve and meter. All or a portion of any remaining deposit may be refunded upon termination of the service if the hydrant, hydrant valve and meter are undamaged during the period of use and all inactive hydrant meter water accounts have been paid in full. The District may, at its discretion, apply the damage deposit to the closing bill. A refundable damage deposit will be required for each backflow prevention assembly installed by the District on a hydrant meter. This deposit will be applied to the closing bill upon termination of the service if the backflow prevention assembly is undamaged during the period of use. The District service charge for a fire hydrant meter shall be assessed per day. The SNWA non-residential daily fire infrastructure charge shall be assessed per day, based on a three inch meter. (See Appendix I A.11.) The SNWA commodity charge will be charged to the customer. (See Appendix I A.15.) The SNWA reliability surcharge will be charged to the customer. (See Appendix I A.18.) The consumption rate shall be set at the third tier consumption rate. (See Appendix I A.19.) The mobile meter permit fee shall be assessed per year. The fee may be prorated monthly based on the month of the permit application. The deposit for a mobile meter is based on the replacement cost of the mobile meter paid by the District. If a service is processed for shut-off for non-payment of bills, payment arrangements, deposits, or other violation of the Rules, the customer shall pay a delinquent processing fee. (See Appendix I A.7.)

In lieu of a fire hydrant meter for taking construction water, the construction water may be taken through the service connection which is intended to serve the parcel, or it may be taken through any other metered method approved by the District which assures that all water utilized during the construction period is metered.

The construction period shall be considered to have ended for the developer upon notification to the District by the applicant and after the District has made a final meter reading for billing purposes. The District will then shut-off the service unless it has received an application for service to that location. Water used through a service connection on a parcel prior to notification to the District that the construction period has ended will remain the responsibility of the developer or owner. The District reserves the right to audit all development to ensure all parcels are properly metered and consumption is measured and assessed for billing purposes.

The developer or owner responsible for the development agreement may transfer, for the purposes of construction water billing only, all or part of a development to a subsequent developer following the installation, inspection, and acceptance of facilities as shown on the approved water plans. The developer shall notify the District of the transfer in writing, specifying by lot and block and supplemented by an annotated map of approved water facilities plans the portions of the development transferred by written, executed agreement to the subsequent developer. A subsequent developer shall be responsible for the billing for construction water, any outstanding water facilities remaining to be completed, and any damages caused by his actions to District facilities within this approved transferred area.



b. Non-Metered Construction Water.

Water used in the disinfection of newly constructed public water mains does not have to be metered. Flushing of the mains shall only be done in the presence of a District representative.

7.5 Daily Service Charge.

Domestic service customers will be billed a daily service charge based on meter size multiplied by the number of days in the billing period. Beginning January 1, 2019, the Daily Service Charge will be adjusted annually on January 1. The rate will be set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board. (See Appendix I A.5.)

7.6 Deposits.

- a. Assure Payment of Bills - Security Deposit. The District may require security deposits from new customers who have not established credit with the District, or from customers whose accounts are delinquent, or in any situation where the District has cause to believe that a deposit is required to assure payment. For accounts where credit has not been established, or for accounts that are delinquent, the deposit will be in an amount proximate to, but not less than two and one half times the highest monthly bill as assessed during a twelve month period. The District may establish standard deposits for various service sizes and types. (See Appendix I A.8.)

Deposits must be paid in full on the date they were assessed to the account, or service may not be activated or restored on the date requested. The District may, in its sole and exclusive discretion, make arrangements to extend this payment deadline or allow the customer to pay the required deposit amount in installments. Failure to remit valid payment in compliance with arrangements made may result in service discontinuance without notice. A surety bond acceptable to the District may be presented in lieu of a cash deposit.

Deposits will be applied as a credit on the customer account at such date as the customer has established credit to the satisfaction of the District, or refunded to the customer at the District's discretion, or applied to the closing bill upon discontinuance of service. Interest on security deposits will be credited to the customer's security deposit account on a quarterly basis or on the date the customer's deposit account is closed.

The annual interest rate for the ensuing year will be a rate equal to the regular savings deposit rate of a major local commercial bank as of the first business day of the calendar year.

- b. Projected Costs Basis - Deposit. When the District is requested to perform work and where there are no fixed charges, the applicant shall deposit an amount established by the District, in addition to connection charges and other applicable fees, prior to commencement of work. A refund or billing will be made when the job is completed and



actual cost determined. When requested by the applicant, the District may establish a not to exceed upper limit.

- c. Interest on Deposits. Except as provided for deposits to assure payment of bills, any cash deposit or other payment paid to the District will not accrue interest.
- d. Public Agency Deposit Requirement. In lieu of cash a deposit or surety bond, a purchase order may be accepted from a public agency.

#### 7.7 Damage to or Tampering with District Property.

Persons causing damage to, altering or otherwise Tampering with, District property by any willful or negligent act shall be responsible for payment of costs incurred, and fees as prescribed by the Service Rules or penalties prescribed by law. (See Appendix I A.6.)

If a lock installed on a service connection to restrict use of water is removed by anyone other than an authorized District employee, the customer or developer shall be charged for a damaged lock, in addition to any other charges or fees. If a lock for a backflow prevention assembly enclosure is cut or damaged, the customer shall be charged for the cut or damaged lock, in addition to other charges or fees.

#### 7.8 Delinquencies & Deficiencies.

- a. Late Fees - Delinquent Accounts. If payment of a bill is not received by the District prior to the due date as stated on the bill, (the date being the first working day 24 calendar days after the billing date), the account shall be charged, on the next succeeding bill, four percent of all amounts in arrears. Governmental agencies are exempt.
- b. Processing Fees. If a service is processed for shut-off for non-payment of bills, payment arrangements, deposits, or other violation of the Rules, the customer shall pay a delinquent processing fee (See Appendix I A.7.) Before service will be reactivated, the customer must pay the total amount due including any assessed security deposits and related delinquent processing and restoration fees. The District may, at its sole and exclusive discretion, make arrangements for other than full payment. Should the customer reactivate or tamper with the service without consent of the District, an additional charge will be made for each such occurrence (See Appendix I A.6.) Service shall be considered processed for shut-off as of the date immediately following the due date of the bill or payment arrangement.
- c. Deficiency Fee. The District will assess a fee per service, per day, for each inspected deficiency not corrected by a developer, until the deficiency is corrected. This charge shall be assessed against parcels where a tenant has occupied the premise without the service being inspected, approved, and accepted by the District for the City of Las Vegas, or without a Certificate of Occupancy issued by Clark County or the City of Las Vegas.

### 7.9 Non-Potable Water System (NPWS) Connection.

The formula to calculate the cost for a Non-Potable Water User is as follows:

A new User will pay for their proportional share of the net system capital costs which have been paid as of the end of the prior fiscal year.

	NPWS Capital Costs Paid-to-Date (amount of debt repaid)
Minus	NPWS Depreciation to Date
Equals	NPWS Net Capital Costs Paid-to-Date
	New Subscriber Estimated NPWS Maximum Daily Water Consumption
Divided by	Total Estimated NPWS Maximum Daily Water Consumption (including new subscriber)
Equals	Estimated New Subscriber Pro rata Maximum Daily Water Consumption
Multiply by	NPWS Net Capital Costs Paid-to-Date
Equals	New Subscriber Amount

All funds received will be included in the NPWS Capital Costs Paid-to-Date. A calculation with a negative result will result in an amount of \$0. All amounts are non-refundable.

All Users who provide non-potable mains to service their facilities from a District-approved facility shall be subject to application and inspection fees based on the size of the main and the fees in effect at the time of plan approval.

### 7.10 Meters.

- a. **Meter Credits.** If meters obtained from the District for the purpose of being installed by a private contractor during construction of a development are returned before the project has received final acceptance from the District unused and undamaged meters, with an original receipt will be credited 100% of original developer cost. (See Appendix I A.9.)
- b. **Meter Installation.** When the District discovers that water is being taken through an unmetered service, is damaged, or the meter is not operating properly, or the wrong size meter was installed, and the water plan approval required that the meter be set by the developer, the District will install the meter and charge an installation charge. The cost of the original meter issued to the developer will be refunded if that meter has not been used or damaged and is returned to the District. If the development is under warranty for its water facilities, the developer can replace the meter at his expense. (See Appendix I A.9.)
- c. **Meter Size Change.** Meters in place, which are of a size less than the diameter of the lateral pipe, may be replaced with a larger size not to exceed the size of the lateral pipe. Applicants shall pay the full application fee for the new service, the meter charge, and other charges as established by the rate schedule. Facilities connection charges, regional connection charges, and oversizing charges shall apply to increases in meter sizes. A water commitment in accordance with Chapter 2 must be obtained before a meter may be

increased in size.

Meters sized two inches and less may be replaced with a smaller size meter upon request of the property owner and with District approval. The cost to reduce the meter size shall be the cost of the new meter plus an installation fee, plus all other applicable fees and charges (See Appendix I A.9.) Applicants for replacement of meters greater than two inches with a smaller size shall pay all costs incurred.

The District may replace a battery of meters with a single meter, replace a single meter with a battery of meters, or install an appropriately sized meter, service, and backflow prevention assembly to meet a current demand, providing such replacement does not impair service to the customer. The owner or applicant shall be responsible for all applicable fees and charges.

- d. Meter Testing Fee. A customer who is serviced by a meter two inches and smaller and has requested that the meter be removed for accuracy testing and replaced with another, shall be assessed a fee. (See Appendix I A.9.) The fee will be waived if the overall accuracy of the meter as tested is outside the defined acceptable parameters as established by the American Water Works Association.

#### 7.11 Non-Potable Water Irrigation Rate.

The Board will establish non-potable water irrigation rates as necessary to maintain revenue, at a level to pay all costs of each project.

The non-potable water irrigation rate for large turf and landscaping irrigation per 1,000 gallons and is subject to change at any time. (See Appendix I A.10.)

The non-potable water irrigation rate will be at or below the annual average cost that the potable and non-potable water users would pay for potable water service on an annual basis.

Periodically, the annual average cost will be computed for a recent 12-month period using the actual monthly water demands of each non-potable water user and each golf course consuming potable water. Each water service included in the computation will use service size to determine the appropriate daily service charges, daily backflow service charges, and water tier sizes. SNWA commodity charge, SNWA reliability surcharge, SNWA infrastructure charge, and any other charges normally paid by potable water users for irrigation water service will also be included. When new potable water rates are being proposed, the annual average cost computation will be adjusted to reflect applicable changes in any and all components of the computation.

#### 7.12 Non-Revocable Groundwater Rights.

The District may purchase non-revocable groundwater rights subject to verification of the standing and duty of the permit and approval from the District's Board of Directors. When non-revocable groundwater rights are purchased by the District, the amount paid is based on the value to the District.

### 7.13 Public Fire Hydrants.

- a. Private Use. Connection to a public fire hydrant which has been dedicated for public use is prohibited unless a permit is issued by the District and a District owned hydrant valve and meter are used. The applicant shall pay a permit fee in accordance with the rate schedule prior to issuance. The applicant for the permit shall designate the period of time and purpose for which water is to be used. The District may discontinue the service and remove its equipment if the water is used for any purpose other than that designated by the applicant, or if any part of the fire hydrant is operated. The District may establish limitations on the rate of flow and time of use. The District will install all equipment necessary for the meter connection and no water will be used until such equipment is installed. Except for emergency service connections, which may be established by the District for a limited time, water service from a fire hydrant for domestic purposes is prohibited.

The applicant shall use District installed backflow protection to prevent backflow to the District's system.

An unauthorized or unmetered connection to a fire hydrant constitutes Water Theft, for which the District may pursue all available remedies, including those described in Section 6.14.

A mobile meter may be provided to small users who generally move to multiple locations over time. These meters are granted at the sole discretion of the District. Mobile meter permit holders must:

1. Pay an annual permit fee. (See Appendix I A.4.)
  2. Report the location of all water taken each day upon request by the District.
  3. Acknowledge the initial meter reading.
  4. Agree to have readings estimated for an average monthly bill throughout the year and balance the actual read at the time of the annual meter inspection against the billable consumption for the year for payment or credit adjustment to the account, or refund.
  5. Have the meter inspected annually.
- b. Credit Privilege for Hydrant Permits. The privilege of credit for hydrant permits may be granted to contractors licensed in Nevada, and requests for the credit may be made by phone or other electronic means, provided that:
    1. The privilege is not abused,
    2. Payment for each hydrant permit is received by the District as part of the payment for the first water bill issued for such permit.

### 7.14 Private Fire Protection Service.

Applicable to all services through which water is to be used solely for extinguishing fires. Private fire service shall be assessed a daily service charge. Non-residential private fire protection services will be assessed SNWA non-residential daily fire infrastructure charge. (See Appendix I A.11.)

Unauthorized Use of Private Fire Protection Service. When it is found that a private fire service is being used for purposes other than standby fire protection, the District will bill the customer for all private fire protection water consumption measured by the detector check assembly times

an applicable service size multiple. (See Appendix I A.11.) Failure to discontinue unauthorized use will be cause for shut-off or prosecution as prescribed by law.

#### 7.15 Reactivation of Deserted or Inactive Services.

Upon receipt of an application, a deserted or inactive service may be activated provided the applicant pays any costs required to locate the service and upgrade it to current District standards. If the service cannot be located, it will be classified as abandoned or removed. If a service is located but found to be non-functional, the service may be classified as abandoned or removed.

#### 7.16 Recharge Water Rates.

The Board may establish recharge water rates in conjunction with a Peak Demand Management Program. These rates will be established to meet costs during winter months for water purchased in conjunction with a recharge effort as part of a peak demand management agreement. Each agreement must be approved by the Board of Directors.

#### 7.17 Reestablish Service Fee.

Customer or property owners will be charged a fee per incident for services that have been locked for Tampering, illegal use, or prevention of further damage to District facilities. (See Appendix I A.12.) Further service to the property must be established only in the name of the property owner. When service is shut-off at the main, or restricted from use by the District by means other than locking the service, the property owner or the property owner's representative possessing an appropriate power of attorney must pay a deposit to the District in the form of cash, cashier's check, money order, or credit card to cover the actual cost of damage incurred by the District in addition to any other applicable fees, charges or deposits before a turn-on will be scheduled (See Appendix I A.7, A.8.) Once actual costs are determined, the property owner will be billed or refunded the difference between the deposit and the actual cost.

If it can be demonstrated to the District that neither the property owner nor a legally designated representative is available to meet the above-mentioned requirements for turn-on, a resident of the property may have water service reinstated by securing and delivering to the District a one year irrevocable letter of credit or a bond in a form approved by the District, in an amount equal to two and one half times the highest monthly bill as assessed during a twelve-month period, in addition to posting a cash deposit to cover the actual cost of damage incurred by the District. (See Appendix I A.8.) If the cash deposit exceeds the damages incurred by the District, a refund will be made. If the cash deposit does not cover the damages incurred by the District, the balance will be due from the owner, or representative, prior to restoring service.

#### 7.18 Residential Main Extension.

If required by the fire department, the installation of a fire hydrant as part of the approval process for a Residential Main Extension shall be assessed an inclusive charge of all fees and charges associated with that installation. (See Appendix I A.13.)

#### 7.19 Service Guarantee Program.

At the District's sole discretion, the District will apply a credit (See Appendix I A.14) to a current customer's active account in the following situations:

- a. If the District shuts off the customer's water service in error.
- b. If the District does not activate the customer's service on the date requested.
- c. If the District does not respond to a billing inquiry within seven business days.
- d. If the District validates receipt of payment, but does not process the payment correctly.
- e. If the District, in its sole discretion, determine if this credit is warranted due to actions of the District's staff.

Additionally, if District personnel, while in the course and scope of District duties, physically damage a ratepayer's property that is not improperly located within, above or near a District easement or District property, the District will repair or pay to have repaired the ratepayer's property.

#### 7.20 SNWA Commodity Charge.

SNWA imposes a commodity charge to fund regional water facilities. The District is required to pass through this charge to all District Customers, except customers in Jean, Nevada. (See Appendix I A.15.)

#### 7.21 SNWA Daily Infrastructure Charge.

The District is required to pass through the SNWA Daily Infrastructure Charge to its Customers. The SNWA Daily Infrastructure Charge will be multiplied by the number of days in the billing period to determine the respective charge for that billing period. (See Appendix I A.16.)

#### 7.22 SNWA Regional Connection Charge.

The SNWA Regional Connection Charge is required for each new connection within the District's service area and applies whether a connection is the result of new development or modifications to property within existing development, including the connection of additional dwelling units, hotel or motel rooms, or RV spaces at properties with existing service. The charge is based on the demand for water placed on the system by development or redevelopment and will be charged at the current applicable rate. The charge is used to acquire and develop resources and to fund regional facilities constructed by SNWA to support the demand created by a new connection. Funds collected shall be transferred to SNWA to acquire and develop resources and to fund regional facilities constructed and operated by the SNWA. This charge, which the District is required to pass through to its Customers, does not apply to applications for service within Jean, Nevada. (See Appendix I A.17.)

#### 7.23 SNWA Reliability Surcharge.

A reliability surcharge is charged on all residential class customers at .25 percent of total water bill for service charges and consumption rate. Residential class includes all multi-residential classes, as well as single family residential. (See Appendix I A.18.)

All other customer classes are charged at two and one half percent of total water bill, including service charges, backflow, and consumption rate.

The reliability surcharge is collected by the District at the same time and in the same manner as monthly water bills, except those in Jean, Nevada. Charges for water may be affected by water budgeting rules provided in Chapter 11.

#### 7.24 Tier Consumption Rate Charge

Average Daily Use Rate Blocks will be multiplied by the number of days in the billing period and rounded to the appropriate whole consumption (1,000 gallons) to determine that billing period's rate blocks. Consumption within the billing period rate blocks will be billed at the appropriate block rate shown for the Las Vegas Valley Thresholds and Metered Rates for Domestic Services. Beginning January 1, 2019, the Tier Rates will be adjusted annually on January 1. The rates will be set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board. (See Appendix A.19.)

#### 7.25 Turn-On and Shut-Off Fees.

- a. Turn-On. A water service will be turned on for a fee (see Appendix I A.20), provided that the requested effective date for service activation or restoration is at least one business day after an application is accepted or, in the case of service interrupted for delinquency, sufficient payment has been received as required by the District.
- b. Same day service turn-on or restoration may be provided for an additional fee when requests are received prior to the close of the business day. Requests received after normal business hours, or on weekends, or during a holiday for same day service turn-on or restoration will be assessed a fee, provided that the District can respond to the customer's request. (See Appendix I A.20.)
- c. Shut-Off. An existing water service will be shut off without charge if the requested effective date for service shut off is at least one business day after the request for discontinuance of service is received.
- d. Same day shut-off service may be provided for a fee when a request is received prior to the close of the business day. Requests for same day or future shut-off will not be accepted if received after normal business hours, on weekends, or on holidays. (See Appendix I A.20.)

#### 7.26 Water Waste Fee.

Customers issued a violation notice shall be assessed a fee. (See Appendix I A.21.) Fee levels are based upon violation history for the preceding 18 months.

#### 7.27 Water Theft Charges & Fees

Persons or entities who engage in or benefit from Water Theft and are issued a violation notice shall be charged for estimated water usage at 12x the applicable rate, shall be responsible for the cost of any damage caused to District facilities and shall be assessed a fee. Fees are assessed in accordance with Appendix I A.22 and are based upon violation history for the preceding 18 months.



#### 7.28 Well Abandonment Incentive.

As an incentive for existing property owners to convert their water source from a well to the District's system, a cash incentive will be made to each owner who abandons their well in conjunction with making application for a new water service from the District. (See Appendix I A.23.). The owner must submit a certified copy of the well plugging report prepared by the licensed driller in accordance with NAC 534.420. The cash incentive for well abandonment will not be provided in the event the well is abandoned and plugged by an agency at no cost to the property owner.



## CHAPTER 8 – TIME AND MANNER OF PAYMENT

### 8.1 Bills Due When Presented.

Meters will be read or estimated monthly. The District will issue a bill to the customer for each connection to District facilities for usage and related fees and charges. All bills shall be due and payable upon receipt. Failure to receive a bill does not relieve a customer of liability. Customers are responsible for payment of all water recorded as having passed through the meter, regardless of whether such water was put to beneficial use. When current bills are not paid by the due date on the bill, they are subject to the assessment of late charges or other fees, and will be considered delinquent. Delinquent accounts are subject to disconnection. The District may, at its sole and exclusive discretion, make arrangements to extend this payment deadline or allow the customer to pay the unpaid balance amount in installments. Failure to remit valid payment in compliance with arrangements made may result in service discontinuance without notice.

### 8.2 Proration of Service Charges.

All service charges shall be calculated on a daily basis.

### 8.3 Commercial Subdivisions.

In the event a commercial subdivision does not have individual meters to each parcel, the District is not responsible for dividing water use among the commercial subdivision occupants. If there is a need for individual meters to each parcel, any sub-meter must be located on the parcel it serves or within the boundaries of a one lot commercial subdivision. It is the responsibility of the customer or property owner to obtain approval for installation of additional water facilities and pay all charges, fees, or deposits in accordance with the Service Rules.

### 8.4 Estimated Bills.

- a. If a meter cannot be read because of obstructions or other causes, an estimate shall be made of the quantity of water used and a bill rendered for the estimated quantity. The District reserves the right to estimate any meter readings periodically. The next succeeding bill that is based upon actual meter readings will reflect the difference between prior estimates and actual consumption.
- b. If a meter reading is obtained which indicates a meter malfunction, an estimate shall be made of the quantity of water used and a bill rendered for the estimated quantity.
- c. Estimates shall be based first on account history or comparable services within the area. If there is no comparable service within the area, then estimates shall be based on comparable service within the District.

### 8.5 Collection Stations.

For the convenience of its customers, the District may designate and authorize others to serve as agents for the collection of bills. At the discretion of the District, delinquent bills may require payment at the District office.

#### 8.6 Payments Not Honored by Financial Institutions.

Remittances presented in payment of a bill which are not honored and are returned by any financial institution shall be treated as though no payment had been made and service may be discontinued without notice.

#### 8.7 Accounts with the District that are paid by checks or electronic presentment which are not honored by any financial institution shall be charged a returned payment fee in addition to any other applicable fees and charges. Redemption of returned payments, as well as any additional fees or charges assessed, may be required to be by cash or equivalent at the discretion of the District. (See Appendix I A.7.)

#### 8.8 Billing Errors.

Correction of billing errors shall appear on subsequent bill statements. The District will make retroactive bill corrections for a period of no more than 18 months.

#### 8.9 Billing Adjustments.

The District, at its discretion and for purposes of account dispute resolution, may offer an adjustment for unexplained, non-beneficial usage. This adjustment will be based on recorded average daily usage for historical comparable usage periods and shall be applied only when an investigation conducted by the District has concluded there is no reasonable or viable explanation for the usage. The District, at its discretion and for purposes of conservation, may offer a one-time partial consumption adjustment for usage related to an on-site leak or malfunction that has been repaired.

## CHAPTER 9 – INSTALLATION OF WATER FACILITIES

### 9.1 General Conditions for Installation of Water Facilities.

#### a. Applicability.

Any work on District facilities, including the installation of new service connections, water main, backflow prevention devices, or associated appurtenances, or relocation or removal of existing facilities, not contracted for directly by the District, shall comply with the requirements of this Chapter. All work shall be submitted for review and approved in writing by the District, and required fees and charges paid to the District, prior to District approval. If the District determines that additional facilities, including major facilities, such as a reservoir, a main exceeding 24" in diameter, a pumping station, or infrastructure will be required to support service, reliability, or other factors for existing or proposed development, the developer or owner will be required to enter into a development agreement with the District.

A main extension may be required along the entire length of at least one property line frontage of the property to be developed whenever future line extension is possible, or when the adjacent main cannot meet the needs of the proposed development.

#### b. Construction Plans.

All water plans submitted for review shall conform to UDACS. Water plans shall include, at a minimum, the following:

1. A copy of the recorded final subdivision map, parcel map or any other map, if applicable.
2. Two sets (24" x 36") of detailed water plans or the equivalent electronic CAD file (formatted for printing at 24" x 36") in dwfx, dwf, or other format specified by the District.
3. A completed data sheet as provided by the District.
4. The required application fee.
5. Development approval or water commitment.

Water plans which meet the requirements of Items 1-5, which do not have a development approval or water commitment, may be accepted for review, but the acceptance for review does not provide any additional consideration toward a water commitment to a new development or other project. The plans shall be prepared by a Professional Engineer licensed in Nevada and shall clearly indicate the size and location of mains and appurtenances, including all lateral pipe and fire hydrants, and shall indicate size and location of all other existing and proposed utilities. Water plans shall designate boundaries of the applicant's property which will be served by the proposed main extension. Proof of rights-of-way or easements must also be provided.

The District will review the water plan and will upload a digital redline set and checklist letter for available download by the applicant or a representative of the applicant. A paper copy will only be available upon request. The applicant shall prepare and submit to the District a set of reproducible mylar water plans conforming with the revisions, which shall

be retained by the District and considered the master water plan after approval by the District. Upon execution of the appropriate agreements by the applicant and payment of all outstanding bills, applicable charges, fees, or deposits, and after approval of other governmental agencies, and any other requirements, the water plan may be approved and released for construction purposes.

c. Time Limitation.

Approval by the District for the installation of water facilities will be valid for a limited time. In the event that construction of the mains or services covered by any approved plan is not started within one year from the date of approval, or as designated in the development agreement, the project shall be deemed to have been abandoned, and any subsequent proposal for reactivation shall be treated as a new project, including fulfilling all water commitment requirements in effect at the time the project is reactivated. Construction is considered to have started upon the installation of 25 percent of the approved facilities, as determined by the District. The implementation of the approved water quality mitigation plan will be a condition of connection to the District system. Any limitations on approval for other than one year shall be shown on the drawings. The same shall apply when active construction work is discontinued for one year.

All water facility construction must be completed within two years from the date of plan approval. If work is not completed in the two year period, the developer may request a time extension, but an additional inspection fee will be required. If the work will not be completed in the next six months, the developer shall also post a bond or cash deposit with the District to assure completion in one year or the Development Agreement may be terminated.

In the event the project received a water commitment pursuant to Chapter 2, the District may, at its discretion, invoke the performance bond for the installation of the water facilities rather than canceling the project.

d. Construction, Assignment, Abandonment, Cessation, Cancellation.

In the event of abandonment or cessation of construction, prepaid installation fees and other charges and deposits may be refunded, or used by the District to pursue completion of all or part of the project, as determined by the District.

If a project receives a water commitment under the provisions of Chapter 2, and the water plans are subsequently proposed for cancellation by the developer, owner, or the District, all prepaid installation fees and other charges and deposits shall be retained by the District until the water commitment is terminated, the project is reverted to acreage, and the developer or owner requests in writing the fees be returned in accordance with the service application or development agreement. A refund shall not include the application fees, inspection fees, or all costs incurred by the District to separate the project facilities from the District system. If the project changes owners prior to applying to terminate the water commitment, all refundable fees will be refunded to the current owner at the time the refund is made. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If a project receives a water commitment under the provisions of Chapter 2 and the water

plans are subsequently proposed for cancellation prior to the installation of water facilities, all prepaid installation fees and other charges and deposits shall be retained by the District until the water commitment is terminated, the building permit is terminated or expires, and the developer requests in writing the fees be returned. If the project will require a new approval of the water plan, any retained fees shall be applied to any increased fees required at the time a water plan is reapproved.

If funds are not available to complete the work, the District may complete the work on an actual cost basis and bill the developer. Subsequent projects submitted for approval shall be held until invoices for uncompleted work are paid.

To assure District recognition of an assignment from one developer or owner to another, a District provided assignment form must be completed, and a fully executed duplicate original must be returned to the District.

e. Compliance with Specifications.

Main extensions, service connections, or appurtenances shall be constructed by a Nevada licensed contractor in conformity with all District specifications, standards, and procedures which are in effect at the time the water plans receive District approval. In addition to all specifications, standards, and procedures, the following requirements shall be met:

1. Based on approved plans, all new water facilities shall be installed, disinfected, pressure tested, and maintained for water quality to the satisfaction of the District before connecting the new mains or to existing mains, unless otherwise permitted by the District.
2. Connections to existing mains shall be made only when authorized by the District, only in the presence of an authorized representative of the District, and only at times specified by the District. The approved Water Quality Mitigation Plan, if required, shall be implemented prior to connecting to existing mains.
3. Existing mains shall not be taken out of service for the purpose of making new connections when other options are feasible. Mains may only be taken out of service with the specific approval of the District.
4. All water facilities, once connected to existing District facilities, must maintain established water quality standards throughout the installed system. If the District determines that water quality standards are not being maintained following the connection of the approved facilities to the District system, a new or revised Water Quality Mitigation Plan will be required for District review and approval, and implementation at the sole expense of the developer.

f. Construction Inspection.

The District shall inspect the installation of water facilities from construction commencement through final water project acceptance, certificate of occupancy inspection, or cancellation, cessation, or abandonment. The District reserves the right to terminate service if the work does not comply with District requirements and approved water plans.

Termination will result in a written notice by the District that all or part of the installed facilities will be abandoned and disconnected by the District from the District system. Disconnection will be at the expense of the developer.

At the time of inspection for acceptance of facilities, the District may refuse to accept facilities if they could create a liability or a risk to public health, safety, or welfare for the District. A liability includes that ability of the project facilities to meet water quality operating standards for the development, noncompliance with District standards, or potential maintenance issues. At the time of certificate of occupancy inspection, the District may refuse to pass the inspection if previously accepted facilities are found to be damaged or no longer in compliance with District standards. The District may pass the certificate of occupancy inspection once repairs or corrections required by the District have been made and inspected by the District.

The District will not provide domestic water service to an approved permanent structure until all water facilities related to that structure, as shown on the approved water plans, consistently meet water quality standards.

g. Meter Installation.

For meters two inches and smaller, the applicant shall obtain the meter from the District. For meters larger than two inches, the applicant shall provide a meter which meets District specifications.

Meters obtained from District stock will be acquired in accordance with District procedures. The meter shall be installed before any water is drawn through the service connection.

No meter shall be installed until a successful pressure test and water sample has been verified by the District.

h. Payment for Water.

Payment for water used from the time of initial meter installation shall be the responsibility of the user or customer and will be charged and billed monthly at the metered construction water rate. The District reserves the right to audit meter installation. The District reserves the right to start service at its discretion upon verification of meter installation, occupancy, or irrigation. Upon verification, monthly billing will be based on the rate for metered construction water.

The developer shall remain responsible for correction of all deficiencies and shall remain liable for the monthly bill payment for all metered water used and associated deficiency fees, regardless of whether subject facilities are in use by a subsequent developer, domestic, or commercial customer, or property owner until the defects are corrected by the applicant and are accepted by the District.

Following acceptance of all facilities by the District for ownership and maintenance, the developer is responsible for ensuring that services accepted by the District are removed from the developer's account. Until that notification to the District occurs by the developer, billing for all consumption through all meters at the rate for metered construction water

remains the responsibility of the developer.

i. Guarantee.

Installation, materials, and workmanship shall be guaranteed complete and free of defects for a period of one year from the date of acceptance by the District. Upon receipt of notice of incomplete work or defect from the District, the developer shall immediately correct the situation, or shall reimburse the District for the cost of correction. The District will notify the developer or developer's contractor of any incomplete work or defect and give an opportunity for the contractor to make a correction. If the contractor fails to do so, the District may make the correction and bill the contractor for the cost of the correction. If the contractor fails to pay for the cost of the correction, the District will bill the developer.

j. Location.

1. Main extensions and appurtenances shall be located within a right-of-way or private street 50 feet in width or greater, which must be dedicated for utility purposes, if the water main is 24 inches in diameter and larger, or longer than 150 feet. Main extensions of lesser diameter or length may be located in private streets or rights-of-way 30 feet in width dedicated for utility purposes.
2. If the 50-foot right-of-way or private street dedicated for utility purposes is not available, the applicant may petition the District and, upon District approval, main extensions and appurtenances may be located within utility easements granted to the District (which may include right-of-way or private streets) for a total 30-foot utility dedication.
3. Right-of-way, private street, or easement grants for utility purposes totaling less than 50 feet may be accepted at the discretion of the District.
4. All rights-of-way, private streets, or easements shall be shown on the water plans and shall be provided to the District prior to the approval of water plans and must provide adequate clearances for the safe operation, maintenance, or repair of the water facilities. The District reserves the right to determine the location of a main extension and appurtenances.

k. Easements.

1. No buildings, structures, or trees will be placed upon, over or under any District easement, except that an easement can be improved and used for street, road, or driveway purposes and for other utilities, as long as the use does not interfere with the operation and maintenance of the District facilities within the easement.
2. Should the District act to repair any of its facilities within the easement, public utility easement, or dedicated public right of way, the District is not responsible for replacing any decorative surface improvements, such as pavers, stamped concrete, etc. The District will replace surface improvements to comply with Clark County Regional Transportation Commission standards for typical asphalt pavement and concrete sidewalk only. The District, upon request by a property owner and at the property owner's expense, may replace decorative surface improvements.



3. Should any of the District facilities within an easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the property owner will bear the full cost of such relocation or repair.

1. Size of Mains.

A main extension shall be of sufficient size to provide an adequate water supply to the development (subdivision, commercial, industrial, single residential property, or other property). The minimum water main size will be based on the existing or proposed street right-of-way width, which may include common areas.

A developer extending water mains will be required to install these minimum size water mains at their sole expense. The minimum water main diameters are as follows:

Street Width	Minimum Water Main Diameter
Up to 60'	8"
61' to 80'	10"
Greater than 80'	12"

Water mains in cul-de-sacs, internal streets within subdivisions, and other areas where water mains will not be extended in the future, may be six inches in diameter if that size water main meets the water demand requirement of the development. The District reserves the right to establish the size of all mains and appurtenances.

- m. Fire Hydrants.

Fire hydrant installations shall conform with design and location requirements of the governmental agency having jurisdiction.

- n. Use of Facilities.

A main extension constructed for a development shall not be considered as reserved for service to that development exclusively. Extensions of and connections to a main extension for other development may be permitted when, as determined by the District, such connections will not substantially affect service to the original development.

- o. Conveyance of Title.

Upon satisfactory completion of construction and acceptance of the facilities by the District, the developer shall deliver to the District a valid bill of sale conveying unencumbered title to the facilities to the District.

- p. Construction by Private Contractor or District.

Construction work shall be performed by a Nevada licensed contractor and selected by the applicant. In certain circumstances when, as determined by the District, the extent of work to be performed is minor and can be accomplished efficiently and economically by District employees, the applicant will deposit an amount determined by the District. Upon



completion of construction, the difference between the estimated and actual costs will be either billed or refunded.

q. Refund of Frontage Connection Charges.

The Developer may receive frontage connection charges collected by the District for connections to the main extension installed under the provisions of a main extension agreement specifically providing for the refund of frontage connection charges. The potential refunds paid to the Developer shall be limited to the fees collected by the District up to ten years from the date of the agreement. The total of potential refunds made for connections on either side of the main extension for the development shall not exceed the amount stated in Appendix I A.3.c. Any refund for a connection to the main extension shall be made following the date the main or services are inspected and accepted by the District and a signed Bill of Sale is provided by the developer.

At the sole discretion of the District, transmission mains may have limited connections made to them. Conditions limiting these connections include ensuring system reliability and the nature of the materials used to construct large diameter pipelines. Due to these conditions, parallel mains may be required to be constructed in order to serve adjacent developments.

By deciding whether a connection will be adjacent to, or parallel to a transmission main, the potential for the refunding of frontage connection charges by the District to the developer of the transmission main will be calculated in accordance with the Service Rules. A connection to parallel or adjacent mains shall be assessed frontage connection charges based on the main providing the direct service with refunding to the main providing the direct service. Refunding of frontage connection charges to the developer of a transmission main may occur with parallel main installations. Refunds will be based only on the difference between the frontage of the property to be developed and the length of the parallel main serving that property.

9.2 Service Connections Installed by Private Contractor.

If service connections are installed by private contractor, the provisions of this Chapter shall apply.

9.3 Standard Main Extensions.

a. Applicability.

A standard main extension shall apply if the property to be served does not meet the requirements of a residential main extension, or if a residential main extension does not meet the needs of the applicant, and if the District chooses not to oversize the main.

b. Responsibility for Cost.

The cost of a standard main extension, including service laterals, fire hydrants, and all other appurtenances, shall be borne by the person seeking the extension.

#### 9.4 Oversized Main Extensions.

##### a. Refunding for Oversizing.

The District shall refund, without interest, to the developer the cost of oversizing the main extension, as stated below or as specified in the agreement, within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

In the event water mains are oversized to a diameter greater than 24 inches in diameter, the District will refund the cost for that portion of the oversized main extension greater than 24 inches, separate from the oversized portion less than or equal to 24 inches. The cost of oversizing that portion of the water main in excess of 24 inches will be refunded by the District, as specified in the agreement within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

An oversized main extension is required to be bid as a public works project in accordance with Nevada Revised Statutes as amended whenever the pipe size is greater than 24 inches.

##### b. Cost Allowances.

Refunding by the District for the oversizing of a main extension shall be based on the difference in cost allowance between the oversized main installed and the main required by the developer, multiplied by the horizontal lineal feet of main actually installed. Cost allowances per lineal foot will be based on the engineer's estimate of construction costs and reimbursed based on the lowest responsive and responsible bid amounts for the contract.

At the developer's option, the reimbursement amount may be based on actual construction costs if an open competitive bid process in accordance with NRS Chapter 338 is completed for the oversized main.

##### c. Alternate Method of Payment.

The Board may, in lieu of a lump sum payment of the District's portion of the cost, arrange with the developer for an alternate method of payment.

#### 9.5 Bolstering.

Bolstering may be required by the District as a condition of the development approval process.

The District shall refund to the developer, without interest, the cost of bolstering the main extension as specified in the agreement within 45 calendar days following acceptance by the District and delivery of an unencumbered bill of sale.

#### 9.6 Assessment District Improvements.

Property owners may petition the District for formulation of an assessment district for the purpose of providing a water supply system or for improving an existing system which is inadequate. NRS Chapter 271 governs the process for petition and formulation of an assessment district.

## 9.7 Residential Main Extensions.

### a. Applicability.

A residential main extension is a main extension sized in accordance with the Service Rules which is installed by the District to provide service to a single family residentially zoned lot. This extension shall apply only as part of a voluntary or mandatory well conversion, or to individual, developed parcels located within a well service area that apply to convert to District service without participating in the SNWA Well Conversion Program.

### b. Application.

The applicant shall meet the following requirements, submit the following information, and pay the applicable fees, charges, or deposits.

1. Have a water commitment in accordance with Chapter 2.
2. Provide a legal description of the parcel to be served.
3. Provide a dedicated right-of-way or easement in which the main is to be located.
4. Execute a residential main extension agreement.
5. Provide other information as required by the District.

The District shall commence construction of the main extension following payment of fees and obtaining necessary approvals and permits for the project.

The District reserves the right to deny a residential main extension application, including if there is an existing assessment district or another previously approved form of providing water.

There are no frontage connection charge refunds due the applicant of a residential main extension for any connection to the main.

### c. Length Limitations.

The length of main to be installed will be the distance necessary to extend from an existing active main with sufficient capacity and pressure to a point which will provide a minimum of twenty feet of main fronting the parcel receiving service. The maximum length of a residential main extension shall be 1,250 feet.

### d. Fire Hydrants.

Fire hydrants will be installed as a part of residential main extensions when required by the governmental agencies having jurisdiction. Any costs for providing fire protection are the responsibility of the applicant.

## CHAPTER 10 – INSTALLATIONS OF NON-POTABLE WATER FACILITIES

### 10.1 Conditions.

All non-potable water delivered by the District shall be used for irrigation or non-residential use on the user premises in compliance with the Service Rules and all applicable rules and regulations of federal, state, county, city, other local regulatory agencies, and the NDEP-approved Effluent Management Plan (EMP). The District shall be responsible for conveying and controlling the non-potable water in compliance with applicable regulatory agency requirements, up to and including the point of delivery.

Plans for the installation of non-potable services shall be submitted as required under the Service Rules. Installation of non-potable water facilities will not be approved or accepted for operation or maintenance by the District prior to the establishment of customer demand on the facility. The design, construction, operation, or maintenance of all on-site potable golf course systems, or other non-potable irrigation and non-residential area systems, shall be the responsibility of the non-potable water user.

### 10.2 Responsibilities.

The District will:

- a. Provide and operate the Recycled Water Distribution System (RWDS), as necessary, to deliver non-potable water to the user's point of delivery in compliance with applicable regulatory agency requirements.
- b. Maintain ownership and control and assume maintenance and repair responsibility of the RWDS, including, as appropriate, meter, control valve, and vault, to the point of delivery, as well as the reservoir level sensing device and its appurtenant communication features.
- c. Allow non-potable large turf and landscape irrigation or non-residential services to be designed and constructed in accordance with District standards, which will be subject to applicable rates, fees, or charges.
- d. Review user plans for a transition from a potable water supply to a non-potable water supply, with ongoing fees being the responsibility of the user.

The non-potable water user will:

- a. Install, operate, maintain, and repair any on-site non-potable water irrigation system with all appurtenances necessary to meet, convey, control, and distribute through the irrigation or storage system, and use the non-potable water delivered by the District in compliance with the applicable provisions of city, county, state, and federal statutes, ordinances, or regulations and pursuant to the Service Rules.

User installation, operation, maintenance, and repair responsibility will include responsibility for all types of on-site irrigation pipelines, pumps, sprinklers, storage

facilities and their maintenance if located on user's property, and in compliance with the EMP.

- b. Provide a forecast of daily non-potable water demands, as required by the District.
- c. Design and construct any non-potable conversions to potable water irrigation for designated large turf and landscaped areas.
- d. Conduct an annual inspection of activated on-site potable and non-potable irrigation systems. These inspections shall be performed by a certified cross-connection control specialist. The non-potable water user will ensure that no cross-connections of potable and non-potable systems occur during the life of the irrigation systems.
- e. Provide the District with Groundwater Discharge Permit holder contact information and notify the District of any change to the contact.
- f. Stay in compliance with all NDEP regulations as outlined in the Groundwater Discharge Permit. The District will not deliver non-potable water while the user is out of compliance.
- g. Provide the District with a copy of the current EMP and Groundwater Discharge Permit.
- h. Trim bushes, prune trees, and maintain landscaping on the user property to ensure that line-of-sight communication is available to the District.

### 10.3 Irrigation System Charges.

This subsection describes the means of assessing or refunding fees and charges for partial conversions of non-potable irrigation systems to potable irrigation systems for large turf and landscape irrigators.

The following charges apply to potable irrigation systems that are installed or retained with non-potable irrigation systems.

- a. A partial conversion to, or new installation of potable services will require the payment of all District and regional fees and charges.
- b. Fees, charges, credits, and refunds for new connections to existing recycled water distribution systems, or for the development of new recycled systems, will require individual project review. The purpose of the reviews will be to assess the variables of distribution, system supply, and development costs, as well as to perform audits on conversion acreage, and assess appropriate fees and charges.

## CHAPTER 11 – CONSERVATION

### 11.1 Introduction.

Water efficiency is a critical component of the District’s comprehensive strategy for meeting current and future water needs of its customers. Water use regulations effectively reduce waste and fulfill regulatory requirements of the State of Nevada and the United States Bureau of Reclamation.

As a member agency of the Southern Nevada Water Authority, the District collaborates with other regional water agencies to develop and support comprehensive water efficiency policies in support of the regional Water Resource Plan.

### 11.2 Water Waste Enforcement.

As a condition of service, customers of the District must use water delivered through the District’s system in a manner that promotes efficiency and avoids waste.

In the event of a conflict between the Service Rules and other applicable ordinances or regulations, the more stringent provision will prevail.

### 11.3 Water Waste Prohibited.

#### a. Water waste shall include:

1. Allowing water provided by the District to flow or spray off the property.
2. Failure to correct a malfunctioning device or supply line, where the customer or their agent has known of the problem for more than 48 hours.
3. Non-compliance with Service Rule provisions regarding washing of vehicles, equipment, driveways, parking lots, sidewalks, streets, or other surfaces or objects.
4. Discharging swimming pool or spa water drainage off the property where discharge into a public sanitary sewer is available.
5. Using spray irrigation (such as sprinklers) between the hours of 11:00 a.m. and 7:00 p.m. from May 1<sup>st</sup> through August 31<sup>st</sup> each year.
6. Non-compliance with Service Rule provisions relating to misters.
7. Non-compliance with Service Rule provisions relating to watering group assignments.

#### b. Violations.

Upon the first violation, the customer will be notified and allowed a prescribed time period to take corrective action. Subsequent violations will result in a fee assessment. In addition, the District may exercise authority granted by any appropriate jurisdictions, including the issuance of misdemeanor citations.

The District has adopted water waste policies and procedures to support the Service Rules. These policies and procedures:

1. Specifically define water waste and exemptions;
2. Require observation and documentation of water waste or water meter data;
3. Require notification to the customer explaining the District’s policy prior to fee

assessment;

4. May allow a customer to receive additional time to pursue corrective action;
5. Provide a mechanism by which a customer may appeal a water waste violation and/or fee assessment to an independent hearing officer pursuant to section 12.8.

c. Administrative Fees.

Customers issued a notice of violation shall be assessed a fee according to the listed schedule. Violation levels shall be based upon violation history for the preceding 18 months. Administrative fees are assessed in accordance with Appendix I A.21.

## 11.4 Exemptions

The following exemptions shall apply.

Activity Type	Exempt from Time of Day?	Exempt from Assigned Day?	Exempt from Spray or Flow off property?
Watering with hand-held hose	Yes	Yes	No
Using Non-Spray Irrigation (such as low-volume, drip irrigation)	Yes	Yes, but not to exceed maximum number of days per week	No
Watering newly established landscape, including overseeding (1)	Yes, for up to 14 days	Yes, for up to 14 days	No
Irrigation of Commercial Nursery Stock	Yes	Yes	No
Supervised testing of irrigation systems	Yes	Yes	Yes
Water budgeted facilities	Yes	Yes	No
Activities necessary for public health, safety, or welfare	Yes	Yes	Yes
Residential Car Washing with bucket and shut-off nozzle	Yes	Yes	Yes, for not more than 5 minutes

<sup>1</sup>A customer must contact the District prior to change in irrigation schedule. Must be in compliance with all applicable codes and conservation restrictions. Exemption limited to one 14-day period per calendar year.

### 11.5 Conservation Restrictions.

#### a. Irrigation Restrictions for Properties not Subject to Water Budgets.

Watering days or schedules will be assigned and communicated to each customer by the District.

1. From May 1st through August 31st of each calendar year, it is water waste to spray irrigate outdoor vegetation between the hours of 11:00 a.m. and 7:00 p.m.
2. It is water waste to irrigate outdoor vegetation on days outside of the assigned schedule for the property. Outdoor irrigation is prohibited on Sundays during all seasons.

<b>Season</b>	<b>Watering Schedule</b>
Winter November – February	One Assigned Day Per Week
Spring March – April	3 Assigned Days per Week
Summer May - August	Any Day except Sunday
Fall September - October	3 Assigned Days per Week

#### 3. Community Use Recreational Turf Area (CURTA).

Specific exemptions to the seasonal watering schedule may be approved for public-use facilities that, in the District's sole discretion, meet all of the following conditions:

- a. The facility is a turf-dominated, multi-purpose recreational area of two acres or larger;
- b. The facility includes programmable areas for recreational events; and
- c. The facility cannot consistently comply with all watering restrictions and sustain public use due to extraordinary public demand, design challenges, public health and safety, or other issues.

If these conditions are met, the following accommodations may be approved for a CURTA facility:

- a. Alternative watering days;
- b. One additional watering day per week during the fall, winter or spring seasons;  
or
- c. Watering windows that commence on one day and end on the following day.

Customers may request a CURTA exemption by submitting a written request to [water.waste@lvvwd.com](mailto:water.waste@lvvwd.com). Customers must indicate which of the above accommodations are being requested and provide sufficient information to enable the



District to determine the necessity of each of the requested accommodations.

If a requested accommodation is approved by the District, the CURTA facility must prominently display a sign stating that an alternative watering schedule is in use. The sign must be approved by the District and shall use wording provided to the applicant by the District at the time of approval. The District reserves the right to revoke or modify CURTA exemptions with 14 calendar days' notice to the Customer.

Irrigation at a CURTA facility outside the District-approved alternative schedule is water waste and shall be enforced as such, along with any other water waste violations occurring on the property (see Rule 11.3).

b. Water Budgeted Golf Courses.

When service to a golf course is permitted under Rule 3.10, any golf course using District-supplied water shall be on a water budget and shall be exempt from time of day and assigned watering day provisions. A golf course on a water budget shall be allocated 6.3 acre feet of SNWA member agency water (including potable, raw, reuse, and non-potable) for each irrigated acre, per calendar year. The irrigated acreage will include lakes and ponds existing within a golf course.

The District, in consultation with the customer, shall determine the irrigated acreage of the golf course. In the event a golf course customer contests the calculated irrigated acreage as determined by the District, the golf course may provide calculations supported by other methods acceptable to the District. The District shall make the final determination of irrigated acreage. Once measured, the irrigated acreage shall remain fixed. If a golf course expands its course by increasing the number of playing holes, a new irrigated acreage will be determined.

Water used within the budgeted amount shall be billed according to the rate schedule. Water used in excess of the budget will be assessed a surcharge based upon the schedule below.

<b>Percentage of budget</b>	<b>101 to 120 percent</b>	<b>121 to 140 percent</b>	<b>Over 140 percent</b>
Surcharge to apply to water use in excess of budget.	2.0 times the highest non-potable rate.	5.0 times the highest non-potable rate.	9.0 times the highest non-potable rate.

c. Mist System Restrictions.

Residential mist systems used for human comfort are not restricted. However, commercial use is allowed only under the following conditions:

1. From May 1<sup>st</sup> through August 31<sup>st</sup> and,
2. Between noon and midnight

d. Other Outdoor Water Use Restrictions.

1. Surface, Building, and Equipment Washing (excluding motor vehicles).

Surface, building, and equipment washing is prohibited, unless the water is discharged to a sanitary sewer through approved methods, or contained on site.

2. Personal Vehicle Washing

Washing of personal vehicles upon residential properties is limited to once per week, per vehicle and requires a positive shut-off nozzle on the garden hose.

3. Commercial Vehicle Washing.

Commercial vehicles may only be washed at a commercial facility where water is discharged to the sanitary sewer through approved methods or, with the use of a high-pressure, low volume sprayer using less than ten gallons per vehicle. There is no limitation on frequency.

11.6 Water Budgets.

In addition to, or in lieu of, any provisions of this Chapter, the District reserves the right to assign specific water budgets to customers, and the right to prescribe rates or surcharges for varying levels of use related to the budget. The District shall provide written notification to each individual water budgeted customer of the amount of water provided for the budget and associated provisions. Where a water budgeted customer is served by more than one SNWA member agency, the District may collaborate with any of those member agencies for purposes of administering the water budget. The District may assign water budgets for any specified period of time and may prorate the amount of water at its discretion. If conditions at a property change so that an alteration in the water budget may be merited, the District may reconsider the budget. Water budgeted customers are exempt from time and day, assigned day, and watering frequency restrictions described elsewhere in this Chapter.

## CHAPTER 12 – MISCELLANEOUS

### 12.1 Water Use Limitations.

In the event of water shortages, emergency conditions, or inability of the delivery system to provide adequate volumes of water, the General Manager shall have the authority to limit water usage. Any actions taken by the General Manager pursuant to this Chapter shall be reviewed by the Board of Directors. The District may enforce any action taken under these sections, including by disconnection of a customer's water service.

### 12.2 Expansion of Facilities - District Financing.

As the need arises, as determined solely by the District and its Board, the District will construct major facilities required to provide an adequate water supply, including transmission mains, reservoirs, or pumping stations, in general conformity with its capital improvements plan from proceeds of General Obligation Bond sales. At the discretion of the Board of Directors, and as funds are available, the District may construct main extensions and other improvements which are required to improve or reinforce the distribution system.

### 12.3 Special Conditions.

In the event that conditions arise which are not specifically covered by the Service Rules, the Board may take whatever action, including establishing rates and charges, which, in its discretion, is warranted.

### 12.4 Effective Date.

The Service Rules shall become effective on the date specified by the Board in its motion for adoption.

### 12.5 Continuity.

Adoption of the Service Rules shall not be construed as a waiver of any right or obligation under any prior agreement, contract, or commitment.

### 12.6 Water Service Denial Appeals.

#### a. Water Service Denial Appeal Process.

A person who is aggrieved by a denial of any water service request may appeal that decision within ten days from written notice of the denial by the District. Written notice of appeal shall be served upon the General Manager, who shall conduct a review of the grounds alleged for appeal. Upon delivery of the General Manager's decision, the aggrieved party may, within 10 days, appeal that decision to the Board of Directors.

b. Rules of Water Service Denial Appeal.

1. Any notice given in accordance with Chapter 12.6(a) shall commence to run on the day following the mailing of the decision addressed to the applicant or customer at the address used by such person on his application.
2. The burden of proof is on the party appealing the decision.
3. All notices of appeal shall clearly identify the matter appealed and as concisely as possible, state the argument for reversal of the decision appealed from.
4. Review by the General Manager shall be conducted and completed within 30 days of the receipt of the written notice of appeal.
5. Not later than 30 days from the date of notice of appeal from the action of the General Manager, the Board of Directors shall set the date for the public hearing at a regular meeting of the Board.
6. The Board of Directors may reverse the final decision of the General Manager if it is:
  - a. In violation of constitutional or statutory rights, or the Service Rules;
  - b. Clearly erroneous in view of the reliable probative and substantial evidence of the hearing; or
  - c. Arbitrary or capricious or characterized by abuse of direction.

c. Hearing Procedure.

The following procedures shall apply to Administrative Appeals heard before the Board of Directors:

1. The proceedings shall be reported either stenographically or by a phonographic reporter.
2. Oral evidence shall be taken only upon oath or affirmation.
3. Every party to a hearing shall have the right:
  - a. To call and examine witnesses.
  - b. To introduce exhibits relevant to the issues of the case.
  - c. To cross-examine opposing witnesses on any matter relevant to the case, even though the matter was not covered in a direct examination.
  - d. To offer rebuttal evidence.

4. The hearing is not conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted and may be sufficient in itself to support a finding if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of common law or statutory rule which might make improper the admission of such evidence over objection in an action in a court of law.
5. The Board may take official notice of any generally accepted information or technical or scientific matter, any other fact which may be judicially noticed by the courts of this state or the content of any District record or official report. Parties shall be informed of any information, matters or facts so noticed, and shall be given a reasonable opportunity to refute such information, matters or facts.

#### 12.7 Business Impact Statement Appeals.

A petition authorized by NRS Chapter 237 shall be filed with the General Manager or designee. The petition must meet the requirements as set forth in NRS Chapter 237 and will be reviewed by the General Manager within 60 days of receipt. The petition will be scheduled for Board review at the first meeting following the review process.

#### 12.8 Water Waste and Water Theft Appeals.

Water Waste and Water Theft violations and fees may be appealed to an independent hearing officer by emailing or mailing the request within 30 days of the date of the corresponding Water Waste fee notice or Water Theft violation notice to:

water.waste@lvvwd.com

Las Vegas Valley Water District  
Water Waste, Mail Stop 110  
PO Box 99956  
Las Vegas, NV 89193

The following must be included in the appeal request:

- Appellant's name and property address;
- The date of the Water Waste fee notice or the Water Theft violation notice and the amount of the fee assessed;
- A statement and/or explanation for the appeal, including whether the appellant is appealing the violation, the fee or both;
- An indication of whether the appellant and/or the appellant's attorney or another authorized representative will appear at the hearing in person or via phone, and the identity and contact information of any authorized representative; and
- The appellant's handwritten or typed signature.

If a request for a Water Waste or Water Theft appeal is not submitted in accordance with the above requirements before the 30-day deadline, or if a request is properly submitted but the appellant or its authorized representative does not appear at the scheduled hearing or submit evidence to the hearing officer in advance, the appellant will be deemed to have waived the right to appeal. Any decision issued by the independent hearing officer is final and binding

on both the appellant and the District.

## APPENDIX I – RATES, FEES AND CHARGES

### A.1 Backflow Daily Service Charge (See Chapter 7.1)

Assembly Size	Backflow Daily Service Charge <sup>1</sup>
¾"	\$0.0745
1"	\$0.1243
1½"	\$0.2486
2"	\$0.3979
3"	\$0.7956
4"	\$1.2430
6"	\$2.4863
8"	\$3.9780
10" and larger	\$5.7183

<sup>1</sup> For a Combined Service, the Backflow Daily Service Charge is based on the meter size for the Fire Service.

### A.2 Combined Service (See Chapter 7.2)

LVVWD Combined Service – Residential			
Combined Service	LVVWD Daily Fire Service Charge <sup>1</sup>	LVVWD Daily Service Charge <sup>1 &amp; 2</sup>	LVVWD Total
6" x 1½"	\$2.5215	\$0.8909	\$3.4124
4" x 2"	\$1.3669	\$1.2574	\$2.6243
6" x 2"	\$2.5215	\$1.2574	\$3.7789
8" x 2"	\$3.9070	\$1.2574	\$5.1644
10" x 2"	\$5.5236	\$1.2574	\$6.7810
6" x 3"	\$2.5215	\$2.2344	\$4.7559
8" x 4"	\$3.9070	\$3.3334	\$7.2404
10" x 6"	\$5.5236	\$6.3863	\$11.9099

LVVWD Combined Service – Non-Residential			
Combined Service	LVVWD Daily Fire Service Charge <sup>1</sup>	LVVWD Daily Service Charge <sup>1 &amp; 2</sup>	LVVWD Total
6" x 1½"	\$2.5215	\$0.8909	\$3.4124
4" x 2"	\$1.3669	\$1.2574	\$2.6243
6" x 2"	\$2.5215	\$1.2574	\$3.7789
8" x 2"	\$3.9070	\$1.2574	\$5.1644
10" x 2"	\$5.5236	\$1.2574	\$6.7810
6" x 3"	\$2.5215	\$2.2344	\$4.7559
8" x 4"	\$3.9070	\$3.3334	\$7.2404
10" x 6"	\$5.5236	\$6.3863	\$11.9099

<sup>1</sup>The LVVWD Residential and Non-Residential Daily Fire Service Charge is based on the fire line (large) service size. The LVVWD Residential and Non-Residential Daily Service charge is based on the domestic (small) service size.

<sup>2</sup>The LVVWD Daily Service Charge is adjusted annually on January 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board.

<b>SNWA Combined Service – Residential SNWA Daily Residential Infrastructure Charge<sup>3</sup></b>	
<b>Combined Service</b>	<b>2022</b>
6" x 1½"	\$2.5083
4" x 2"	\$4.0136
6" x 2"	\$4.0136
8" x 2"	\$4.0136
10" x 2"	\$4.0136
6" x 3"	\$8.0263
8" x 4"	\$12.5411
10" x 6"	\$25.0818

<b>SNWA Combined Service – Non-Residential Effective March 2022</b>			
<b>Combined Service</b>	<b>SNWA Non-Residential Daily Fire Infrastructure Charge<sup>3</sup></b>	<b>SNWA Daily Non-Residential Infrastructure Charge<sup>3</sup></b>	<b>Total</b>
6" x 1½"	\$4.2093	\$3.7458	\$7.9551
4" x 2"	\$2.1046	\$5.9931	\$8.0977
6" x 2"	\$4.2093	\$5.9931	\$10.2024
8" x 2"	\$6.7346	\$5.9931	\$12.7277
10" x 2"	\$9.6810	\$5.9931	\$15.6741
6" x 3"	\$4.2093	\$11.9863	\$16.1956
8" x 4"	\$6.7346	\$18.7289	\$25.4635
10" x 6"	\$9.6810	\$37.4575	\$47.1385

<sup>3</sup>The SNWA Residential and Non-Residential Daily Fire Infrastructure Charge is based on the fire line (large) service size. The SNWA Residential and Non-Residential Daily Infrastructure Charge is based on the domestic (small) service size.



## A.3 Connection Charges and Fees

## a. Application Fees (See Chapter 7.3.a.)

Application Fees		
Meter Size	Application Fee per Meter Size	
5/8"	\$140	
3/4"	\$210	
1"	\$350	
1½"	\$700	
2"	\$1,120	
3"	\$2,100	
4"	\$3,500	
6"	\$7,000	
8"	\$11,200	
10"	\$16,100	
12"	\$23,800	
Fireline(s) without domestic meter installation		\$750
Water plan with public fire hydrant(s), which include a temporary fire hydrant or temporary riser, without domestic meter installation		\$500
Staff review of each revision to applications and plans that constitute a change to documents, fees, or services.		\$75

b. Facilities Connection Charge<sup>1</sup> (See Chapter 7.3.b.)

Facilities Connection Charge		
	Effective Date	
Meter Size	1/1/2021	3/1/2022
5/8"	\$ 1,956	\$ 2,120
3/4"	\$ 2,933	\$ 3,179
1"	\$ 4,889	\$ 5,300
1.5"	\$ 9,779	\$ 10,600
2"	\$ 15,646	\$ 16,960
3"	\$ 31,293	\$ 33,922
4"	\$ 48,894	\$ 53,001
6"	\$ 97,788	\$ 106,002
8"	\$ 156,461	\$ 169,604
10"	\$ 224,914	\$ 243,807
12"	\$ 332,481	\$ 360,409

<sup>1</sup>The Facilities Connection Charge was adjusted on March 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average.

## c. Frontage Connection Charge (See Chapter 7.3.c.)

<b>Frontage Connection Charge</b>	
Per front foot of the applicant's parcel of property adjacent to the right-of-way or easement	\$17
Minimum charge applies to any parcel having less than 70 feet of chargeable frontage.	\$1,190

## d. Inspection Fee (See Chapter 7.3.d.)

<b>Inspection Fee</b>	
Domestic Services 2" or less	\$185
Domestic Services greater than 2" and Combined Services	\$1,000
Firelines	\$550
Public Fire Hydrants, temporary riser (per project) (without domestic service)	\$350
Backflow Prevention Assembly (Retrofit Only)	No Charge
Afterhours	Overtime cost
Accumulated site inspections cancelled projects minimum	\$185

## e. Oversizing Charge (See Chapter 7.3.e.)

<b>Oversizing Charge</b>	
<b>Meter Size</b>	<b>Charge Per Meter</b>
5/8"	\$250
3/4"	\$380
1"	\$630
1½"	\$1,250
2"	\$2,000
3"	\$3,750
4"	\$6,250
6"	\$12,500
8"	\$20,000
10"	\$28,750
12"	\$42,500

## f. Service Connection Installation Charges (See Chapter 7.3.f.)

Service Connection Installation Charges				
Standard <sup>1</sup> Meter Size	Service Excluding Meter	Meter <sup>3</sup> Only	Automated Meter Reading Device (AMR) <sup>4</sup>	Backflow Prevention <sup>5</sup>
5/8" x 3/4"	\$1,177	At Cost	\$104	\$840
3/4"	\$1,177		\$104	\$840
1"	\$1,177		\$104	\$840
1½"	\$1,267		\$104	\$1,120
2"	\$2,391		\$104	\$1,180
Over 2"	At Cost			

<sup>1</sup>“Standard” is a positive displacement meter.

<sup>2</sup> Price includes encoder register. A District approved RFS meter is required for all single- family residences with fire sprinkler systems. Price for RFS meter does not include required tailpiece assembly that is not available through the District. Actual costs are determined on the current purchasing agreement and available through the District’s Planning and Engineering Services Division.

<sup>3</sup> Required of all new or replacement services.

<sup>4</sup> Devices required under NAC 445A.67185-67255 will be installed at the added rate shown above, or on an actual cost basis as determined by a contract approved by the District’s Board of Directors.

## A.4 Construction Water and Other Approved Uses (See Chapter 7.4.)

Construction Water and Other Approved Uses	
Fire hydrant permit fee	\$90
Refundable damage deposit for each hydrant valve and meter (can be applied to closing bill)	\$200
Refundable damage deposit for each backflow prevention assembly	\$500
LVVWD service charge fire hydrant meter	\$2 per day
LVVWD fire hydrant meter same day set fee	\$70
SNWA Non-Residential Daily Fire Infrastructure Charge	\$1.3470 per day, based on a 3" meter
SNWA Commodity Charge	See A.15
SNWA Reliability Surcharge	2.5% of the total water bill
Consumption rate	Third tier consumption rate
Mobile meter permit fee	\$300

Mobile meter deposit	Replacement cost
Delinquent processing fee	\$20

#### A.5 Daily Service Charge<sup>1</sup> (See Chapter 7.5.)

Daily Service Charge	
Meter Size (inches)	Charge
5/8"	\$0.4030
3/4"	\$0.4639
1"	\$0.5860
1.5"	\$0.8909
2"	\$1.2574
3"	\$2.2344
4"	\$3.3334
6"	\$6.3863
8"	\$10.0497
10"	\$14.3236
12"	\$21.0398

<sup>1</sup> The Daily Service Charge is adjusted annually on January 1. The rate is set in accordance with the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board.

#### A.6 Damage to, or Tampering with, District Property (See Chapter 7.7.)

Damage to, or Tampering with, District Property	
Damage and Tampering	All Costs Incurred
Locked Service (Simple Lock)	\$20
Locked Service ( Specialty Lock)	\$100
Automated Meter Reading Equipment	\$104
Other Equipment	Actual Cost of Replacement

#### A.7 Delinquencies & Deficiencies (See Chapter 7.8.)

Delinquencies and Deficiencies	
Late Fees	4% of arrears
Delinquent Processing Fee (After Service Shut-Off)	\$20.00
Unapproved reactivation or Tampering fee	\$20.00
Deficiency Fee (Per Service, Per Day)	\$2.00
Payments not honored by financial institutions	\$15

## A.8 Deposits (See Chapter 7.6.)

Deposits	
Assure Payment of bills – Security Deposit	Not less than two and one half (2.5) times the highest monthly bill as assessed during a twelve-month period
Deposit to Reestablish service after lockout method other than locked service	\$1,800

## A.9 Meters (See Chapter 7.10.)

Meter Credit (meter unused/undamaged)	100%
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Meter Size	Installation Charge
1" or smaller	\$165
1½"	\$275
2"	\$600
Meter Size Change	Meter Cost + \$45
AMR Replacement Fee	\$104
Meter Testing Fee	\$75

## A.10 Non-Potable Water Irrigation Rate (See Chapter 7.11.)

Rate per 1,000 gallons	\$2.33
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## A.11 Private Fire Protection Service (See Chapter 7.14.)

Private Fire Protection Service		
Fireline Size	LVVWD Daily Fire Service Charge	SNWA Non-Residential Daily Fire Infrastructure Charge
5/8 & 3/4	\$0.5816	\$0.1113
1"	\$0.5816	\$0.2106
1½"	\$0.5816	\$0.4210
2"	\$0.5816	\$0.6736
3"	\$0.9511	\$1.3470
4"	\$1.3669	\$2.1046
6"	\$2.5215	\$4.2093
8"	\$3.9070	\$6.7346
10"	\$5.5236	\$9.6810
12"	\$8.0637	\$9.6810

Fireline unauthorized use consumption charge

Third tier consumption rate for all private fire protection consumption.

<b><u>Fireline Size</u></b>	<b><u>Multiple</u></b>
<2"	1
3"	12
4"	21
6"	47
8"	80
10"	127
12" and larger	167

Any services greater than 12" equivalency shall be billed based on the applicable 5/8" equivalency.

A.12 Reestablish Service Fee (See Chapter 7.17.)

Per incident for services that have been locked for Tampering, illegal use or prevention of further damage to District facilities	\$100
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A.13 Residential Main Extension Fee (See Chapter 7.18. and 9.7.)

<b>Residential Main Extension Fee</b>	
Fire department required fire hydrant	\$4,000 all inclusive

A.14 Service Guarantee Program (See Chapter 7.19.)

<b>Service Guarantee Program</b>	
Credit per incident	\$10

A.15 SNWA Commodity Charge (See Chapter 7.20.)

<b>SNWA Commodity Charge<sup>1,2</sup></b>	
	<b>Rate Effective March 1, 2022</b>
Commodity Charge (per 1,000 gallons)	\$0.52

<sup>1</sup> All customers shall be charged the above rates for all billed consumption except in Jean, Nevada.

<sup>2</sup> Beginning in 2023, the SNWA Commodity Charge will adjust annually on January 1 by 2.3 percent plus the annual increase as of September of the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. In 2028, the rate will adjust annually on January 1 in accordance with the annual increase as of September of the previous year, per the CPI-U. The annual adjustment shall not exceed 7.0 percent or fall below 1.5 percent without additional action by the Board of Directors.

## A.16 SNWA Daily Infrastructure Charge (See Chapter 7.21.)

Beginning in 2023, the SNWA Daily Infrastructure Charge will adjust annually on January 1 by 1.6 percent plus the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average. In 2028, the rate will adjust annually on January 1 in accordance with the annual increase as of September of the previous year, per the ENR-CCI. The annual adjustment shall not exceed 7.0 percent or fall below 1.5 percent without additional action by the Board of Directors.

<b>SNWA Daily Infrastructure Charge Residential</b>	
<b>Meter Size (inches)</b>	<b>Rate Effective Mar. 1, 2022</b>
5/8"	\$0.4737
3/4"	\$0.4737
1"	\$1.2543
1½"	\$2.5083
2"	\$4.0136
3"	\$8.0263
4"	\$12.5411
6"	\$25.0818
8"	\$40.1305
10"	\$44.8066
12"	\$44.8066

<b>SNWA Daily Infrastructure Charge Non-Residential</b>	
<b>Meter Size (inches)</b>	<b>Rate Effective Mar. 1, 2022</b>
5/8"	\$0.9888
3/4"	\$0.9888
1"	\$1.8730
1½"	\$3.7458
2"	\$5.9931
3"	\$11.9863
4"	\$18.7289
6"	\$37.4575
8"	\$59.9316
10"	\$86.1516
12"	\$86.1516

## A.17 SNWA Regional Connection Charge (See Chapter 7.22.)

Beginning in 2023, the SNWA Regional Connection Charge will adjust annually on March 1 by 6.5 percent plus the annual increase as of September of the previous year, per the Engineering News Record, Construction Cost Index, 20 City Average. In 2028, the rate will adjust annually on March 1 in accordance with the annual increase of September of the previous year, per the ENR-CCI.

<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Residential (8 units or fewer per acre)<sup>1</sup></b> <i>Plans approved for construction and fees paid</i>		
Meter Size	Effective Date	
	1/1/2021	3/1/2022
5/8"	\$4,870	\$5,596
3/4"	\$4,870	\$5,596
1"	\$9,610	\$11,042
1½"	\$19,170	\$22,026
2"	\$30,680	\$35,251

<sup>1</sup>"Units per Acre" means "Gross Acres," which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights-of-way to the street centerline, not to exceed a distance of 50 feet.

<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Non-Residential (Hotels, Motels, Golf Courses and Laundries Excluded)</b> <i>(Plans approved for construction and fees paid)</i>		
Meter Size	Effective Date	
	1/1/2021	3/1/2022
5/8"	\$4,870	\$5,596
3/4"	\$4,870	\$5,596
1"	\$9,610	\$11,042
1½"	\$19,170	\$22,026
2"	\$64,260	\$73,835
3"	\$237,900	\$273,347
4"	\$353,100	\$405,712
6"	See schedule "RATES BASED ON FACTORS OTHER THAN METER SIZE" Fee based on annual usage	
8"		
10"		



<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Industrial Laundries</b> <i>(Plans approved for construction and fees paid)</i>		
Meter Size	Effective Date	
	<b>1/1/2021</b>	<b>3/1/2022</b>
5/8"	\$76,800	\$88,243
3/4"	\$76,800	\$88,243
1"	\$151,460	\$174,028
1½"	\$302,950	\$348,090
2"	\$484,700	\$556,920
3"	\$969,400	\$1,113,841
4"	\$1,514,690	\$1,740,379
6"	\$3,029,360	\$3,480,735
8"	\$4,846,980	\$5,569,180
10"	\$6,967,540	\$8,005,703

<b>SNWA REGIONAL CONNECTION CHARGE:</b> <b>Rates Based on Factors Other Than Meter Size</b>			
Customer Class	Connection Charge Based on	Charge Per Unit Plans Approved for Construction and Fees Paid	
		Effective Date	
		1/1/2021	3/1/2022
Residential – Individually Metered more than 8 Units per acre <sup>1</sup> & Mobile Homes	Dwelling Unit	\$3,400	\$3,907
Residential – Master Metered more than 8 Units per acre <sup>1</sup> & Mobile Homes <sup>2</sup>	Dwelling Unit	\$3,400	\$3,907
Non Residential, 6" and Larger – Excluding Hotels, Motels, Golf Courses, and Laundries <sup>3</sup>	Annual Usage (1000 Gal.)	\$29.20	\$33.55
Hotels & Motels	Hotel Room	\$2,780	\$3,194
Golf Course (Irrigated Acres) <sup>4</sup>	Acre	\$45,640	\$52,440
RV Parks	Space	\$1,380	\$1,586

<sup>1</sup>"Units per Acre" means "Gross Acres," which represents an acre of land, including all interior streets, publicly dedicated land, and adjacent streets or rights-of-way to the street centerline, not to exceed a distance of 50 feet.

<sup>2</sup>Master metered mobile homes are not authorized in Clark County in accordance with NRS 461A.230.

<sup>3</sup>SNWA Regional Connection Charge based on audit and confirmation of annual water usage of the facility within the first three years of operation. Based on that audit, the connection charge may be adjusted accordingly.

<sup>4</sup>The SNWA Regional Connection Charge will be based on the potable irrigated acres of the golf course, which will include all playing areas, such as fairways, roughs, lakes, ponds, golf cart paths, sand traps, etc. The potable irrigated acres for this calculation will not include non-playing areas, although minimal potable irrigation may be required. The applicant will provide a development plan with each type of area defined with its acreage identified for District review and approval.

#### A.18 SNWA Reliability Surcharge (See Chapter 7.23.)

SNWA Reliability Surcharge	
Residential <sup>1</sup>	.25%
Non-Residential <sup>2</sup>	2.5%

<sup>1</sup>A reliability surcharge will be charged on all residential customers at .25 percent of total water bill for service charges and consumption rate, excluding SNWA infrastructure charges. Residential includes all multi-residential, as well as single family residential.

<sup>2</sup>All other customers will be charged at 2.5 percent of the total water bill, including service charges, backflow, and consumption rate, and excluding an SNWA infrastructure charge.

#### A.19 Tier Consumption Thresholds and Metered Rates (See Chapter 7.24.)

##### Las Vegas Valley Thresholds and Metered Rates for Domestic Service<sup>1</sup>

Rate Thresholds and Metered Rates- Average Daily Usage (Gallons)			
Meter Size (inches)	Tier	Non Single-Family Residential	Single-Family Residential
5/8"	1	First 167	First 167
	2	Next 167	Next 167
	3	Next 333	Next 333
	4	Over 667	Over 667
3/4"	1	First 250	First 222
	2	Next 250	Next 222
	3	Next 500	Next 444
	4	Over 1,000	Over 889
1"	1	First 417	First 334
	2	Next 417	Next 334
	3	Next 1,666	Next 1,222
	4	Over 2,500	Over 1,889
1½"	1	First 833	First 611
	2	Next 833	Next 611
	3	Next 6,667	Next 4,556
	4	Over 8,333	Over 5,778
2"	1	First 1,333	First 944
	2	Next 1,333	Next 944
	3	Next 16,000	Next 10,778

	4	Over 18,666	Over 12,666
3"	1	First 2,667	
	2	Next 2,667	
	3	Next 42,666	
	4	Over 48,000	
4"	1	First 4,167	
	2	Next 4,167	
	3	Next 125,000	
	4	Over 133,334	
6"	1	First 8,333	
	2	Next 8,333	
	3	Next 400,000	
	4	Over 416,666	
8"	1	First 13,333	
	2	Next 13,333	
	3	Next 773,337	
	4	Over 800,000	
10"	1	First 19,167	
	2	Next 19,167	
	3	Next 1,303,333	
	4	Over 1,341,667	
12"	1	First 28,333	
	2	Next 28,333	
	3	Next 1,926,667	
	4	Over 1,983,333	

Tier	Consumption Rate Per 1,000 gallons <sup>1</sup>
Tier 1	\$1.40
Tier 2	\$2.50
Tier 3	\$3.71
Tier 4	\$5.51

<sup>1</sup> The Tier Rates are adjusted annually on January 1. The rates are set in accordance with the annual increase as of September the previous year, per the Consumer Price Index, All Items, All Urban Consumers (CPI-U), Pacific Cities, West Size Class A. The annual adjustment shall not exceed 4.5 percent or fall below 1.5 percent without additional action by the Board of Directors.

#### A.20 Turn-On and Shut-Off Fees (See Chapter 7.25.)

Turn-On Fee	\$10
Additional Same Day Fee	\$15
After Hours or Holidays	\$70

## A. 21 Water Waste Fee (See Chapter 7.26.)

Water Waste Fee Schedule					
Meter Size	1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	3 <sup>rd</sup> Violation	4 <sup>th</sup> Violation	5+ Violation or More
1" and Less	\$80	\$160	\$320	\$640	\$1,280
Over 1" but less than 3"	\$160	\$320	\$640	\$1,280	\$2,560
3" and over	\$320	\$640	\$1,280	\$2,560	\$5,120

## A. 22 Water Theft Charges and Fees (See Chapter 7.27.)

Water Theft Schedule of Charges and Fees	
1st Violation Fee	\$5,000
2nd & Subsequent Violation Fee	\$10,000
Estimated Usage Charge	12 x Applicable Rate
Charge for Damage to District Facilities	Actual Cost Incurred

## A.23 Well Abandonment Incentive (See Chapter 7.28.)

Per Service	\$1,000
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