



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

REGULAR MEETING
9:00 A.M. – SEPTEMBER 6, 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: August 29, 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.

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

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.

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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. Public comment received through September 5, 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 July 19, 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:* Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Casino Center Complete Streets Project.
3. *For Possible Action:* Approve and authorize the General Manager or designee to acquire an easement, subject to the attached term sheet, which is necessary to construct, operate and maintain District water facilities for a fair market value not to exceed \$28,383.
4. *For Possible Action:* Approve and authorize the General Manager, or his designee, to sign a joinder agreement between Mythics, Inc., and the District for utilization of Oracle Corporation software, products, cloud services, and support in an amount not to exceed \$3,467,335 for the period from September 2022 through September 2026.
5. *For Possible Action:* Reject the bid from CG&B Enterprises, Inc., and award a contract for pipeline installation to Acme Underground, Inc., in the amount of \$3,525,355, authorize a change order contingency amount not to exceed \$350,000, and authorize the General Manager to sign the construction agreement.

6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between HDR Engineering, 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 \$500,000, and authorize renewal for up to six additional one-year periods.

BUSINESS AGENDA

7. *For Information Only:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.
8. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between General Networks Corporation and the District to provide professional services for enterprise software integration services in conjunction with the already funded content services platform initiative in an amount not to exceed \$7,200,000.
9. *For Possible Action:* Determine that proposed changes to the District's Service Rules on golf course water budgets are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed changes on October 4, 2022.
10. *For Possible Action:* Determine that proposed changes to the District's Service Rules on Ornamental Water Features are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; and consider and approve the attached Business Impact Statement.
11. *For Possible Action:* Determine that proposed changes to the District's water rates are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed charges for October 4, 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
JULY 19, 2022
MINUTES**

CALL TO ORDER 9:00 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

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

DIRECTORS ABSENT: Tick Segerblom

STAFF PRESENT: John Entsminger, 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

Jaina Moan, External Affairs Director with the Nature Conservancy, spoke in support of item #10, the changes to LVVWD Service Rules related to size limitations for new single-family residential pool(s), spa(s) and/or water feature(s). She stated that water conservation and sustainability is crucial for nature and ecosystems and their benefit to the Southern Nevada community.

Terrence Thornton, Las Vegas, spoke of his ties to Lake Mead and his involvement in the swimming pool industry. He spoke in opposition of item #10 and stated that data provided by the District is inaccurate and the proposed water savings are much smaller than expected and do not help with the water crisis. He encouraged the board to vote no on item #10 and stated that the proposal put forth by the swimming pool industry results in a greater water savings.

Dustin Watters, Watters Aquatech Pools and Spas in Las Vegas, spoke in opposition of item #10. He stated that the pool industry is being unfairly targeted and talked about the importance of working together to create equitable solutions for all. He also mentioned the pool industry's proposal and stated that it's being dismissed even though it shows a greater water savings than that proposed by the District.

Michael Frye, 5 Fire Rock Court, Las Vegas, spoke on item #10 and asked that the Board not act and table the item until a better alternative is presented. He stated that the residential sector is being treated harsher than the commercial sector when it comes to water conservation.

Kevin Kraft, owner of Ozzie Kraft Pools in Las Vegas, spoke in opposition of item #10 and stated that his business has been in Las Vegas since 1942 and that the pool industry has a vested interest in water conservation in Southern Nevada. He stated that the industry wants to be part of the solution and has a three-part proposal which involves limiting pool size with lot size with a cap. He spoke about an analysis conducted by Shawn McCoy, PhD which was done for the pool industry's proposal that shows a greater water savings.

Jonathan Lytle, Southern Nevada Conservation League, spoke in support of item #10 and the need to reduce consumptive water use. He stated that the average pool size in Southern Nevada is 475 sq. ft. which is sufficient for single family recreational use. He stated that limiting the pool size to 600 sq. ft. will reduce wasteful water use.

John Oceguera, Strategies 360, stated that the pool industry is committed to help and presented its proposal. The proposal limits new pool construction to 7 percent of lot size with conservation fees for any pool over 1,000 sq. ft., permits conservation fee exemptions for pools with permanently installed covers, limits maximum pool size to 2,940 sq. ft., and prohibits all independent water features. He stated that the pool industry's proposal will save 25 – 30 percent more water than the District's proposed Service Rule change.

Ben Howell, Principal of California Pools of Las Vegas, spoke in opposition of item #10 and is in support of the proposal presented by the pool industry, stating that it will yield greater water conservation.

Ron Schwartz, owner of Aqua-Safe Unlimited, spoke in opposition of item #10 and added that permanent pool covers are one of the best ways to reduce pool evaporation.

The Southern Nevada Home Builders Association, resident Michael Frye and resident Susan Melby submitted written public comment in advance of the meeting. Their comments are attached to these minutes.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of June 7, 2022. The motion was approved.

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. 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. 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. 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.**
- 5. 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. Appoint Greg Kodweis to serve on the Las Vegas Valley Water District, Nevada OPEB Trust Fund Board of Trustees.**

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

BUSINESS AGENDA

- 7. 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.**

President Kirkpatrick opened the public hearing. As there were no members wishing to speak, she closed the hearing.

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

- 8. 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.**

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

9. **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.**

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

10. **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.**

John Entsminger, General Manager, gave a presentation on the District's proposed pool size limits and change to its Service Rules. His presentation is attached to these minutes. He began by giving an update on the Colorado River, reduced inflows, aridification and lake levels. He discussed the importance of reducing consumptive use in the valley and highlighted the major uses of water in Southern Nevada that cannot be recovered, including, landscape irrigation, septic systems, evaporative cooling, export products and water feature evaporation. He reported on the average pool size in Southern Nevada and stated that 75 percent of recently constructed pools already fall under the proposed size limit of 600 sq. ft. and still allow for sufficient recreational space. He added that future development is limited only by its unrecoverable water uses and that Southern Nevada must adapt with more efficient development codes.

Director Jones asked if there was any assertion from the pool industry that 600 sq. ft. is an insufficient pool size for a single-family residence and its recreational use. Mr. Entsminger stated that the pool industry primarily stated that bigger lot sizes deserve bigger pools. Director Jones stated that for his family, 600 sq. ft. is more than adequate, and he echoes the sentiment of equity that a pool size based on lot size does not make sense, because it would subsidize the wealthy with large lots to build ornamental pools.

Vice President Gibson stated that the pool industry's proposal pits the haves against the have-nots, and it does not seem equitable. He also stated that he would be in support of whatever plan could save the most water, but that the pool industry's water savings calculations do not add up correctly. He also does not agree with the idea that someone could pay their way past the threshold.

Director Miller asked if an analysis has been conducted on the pool industry's proposal and what would be the impact in delaying this item and vote. Mr. Entsminger stated that any delay in action would result in delayed water savings.

President Kirkpatrick stated that many difficult decisions have been made and will continue to be made as the situation on the Colorado River worsens. She stated that at one point, stopping pool building permits altogether was discussed, but they did not want to pursue such drastic measures. She stated that she understands this may be an unpopular vote for some, but that Southern Nevada needs to conserve as much water as possible. She added that the SNWA has invested in long-term infrastructure to help continue to supply water to the community. President Kirkpatrick added that the other government entities in Southern Nevada will also be making similar code changes.

Mr. Entsminger stated that the Secretary of Interior will likely declare a phase two shortage condition on the Colorado River no later than August 18th as lake levels continue to decline. This would reduce Nevada's legally entitled allocation to 274,000 acre-feet per year and added that last year Southern Nevada's consumptive water use was 242,000 acre-feet. He stated that only by meeting our conservation goals can we continue to see positive economic growth. Mr. Entsminger made one correction within the proposed Service Rule change with the addition of the words "single family residential" before the word "customers" in Chapter 3.10 line E.

Director McCurdy asked if existing permits are affected. Mr. Entsminger stated that if a customer has a pool permit in hand before September 1, 2022, the change does not impact them.

FINAL ACTION: A motion was made by Director Jones to adopt the changes to the Service Rules with the addition of the words "single family residential" before the word "customers" in Chapter 3.10 line E. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Kevin Kraft stated that he agrees that while water conservation is important, he stands by the pool industry's report and proposal and reiterated its water savings. He added that the September 1st deadline greatly impacts several customers who have already begun pool design projects but do not yet have permits pulled.

Phil Radford, Las Vegas, stated that the Southern Nevada Water Authority needs to improve outreach and communication about its incentive programs.

Michael Frye questioned the accuracy of the District's water savings calculation within its plan. He also stated that it is unclear if well owners are subject to this pool size limit.

John Ocegüera stated that the pool building industry in Southern Nevada may shift because of this decision with luxury builders having to adjust their models. He stated that this could increase the numbers of pools built as builder competition may drive prices down.

Daniel Braistead talked about an aqueduct that was built in Colorado for agriculture.

Joe Vassallo, owner of Paragon Pools in Las Vegas, asked that action on the item be postponed.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:09 a.m.

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

**Public Comment provided by SNHBA, received on 7/14/22 and
included in the minutes as required by Nevada's Open Meeting Law**

From: Amanda <amanda@snhba.com>

Sent: Thursday, July 14, 2022 9:04 AM

To: Chaunsey Chau-Duong <Chaunsey.Chau-Duong@lvvwd.com>

Cc: Nat Hodgson <Nat@snhba.com>

Subject: {External} SNHBA testimony for next week's hearing

Chaunsey,

Per our discussion, SNHBA will not be able to attend the Tuesday public hearing, but will be in attendance at the Thursday public hearing to put the below comments onto the record.

SNHBA respectfully requests these comments are also submitted into the record for the July 19, 2022 Las Vegas Valley Water District Board of Directors meeting.

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.

My name is Amanda Moss, Senior Director of Government Affairs for the Southern Nevada Home Builders Association (SNHBA) for the record. SNHBA is the oldest and largest local trade association representing the residential construction industry in the state of Nevada, and we represent over 90% of the residential market in Southern Nevada.

SNHBA recently commissioned a study conducted by Applied Analysis showing that new homes were much more efficient in their water use as compared to older homes. New homes used approximately 50% less water than older homes despite being larger in size. That is due in part because the builders I represent have not installed turf in the front yards since 2003 and do not install backyards. New residential construction installs SNWA-approved desert scape in the front yards, and over 99% of the water used in a new home is recycled in our return flow credit system.

We are here today to do our part for our community, focusing on consumptive outdoor use. Although there is little outdoor/consumptive use in new homes, where pools are installed, there is water loss due to evaporation. That is why we are here to support the SNWA's prohibition on pool installations over 600 square feet.

I want to be clear—this policy change will negatively impact my members and their future residents. But this is the right thing to do. For conservation and for the economic health of our Valley. SNHBA is again here at the table, doing our part to support these critical policy conversations to ensure we get to 86 GPCD.

I look forward to providing these same comments in the City of Henderson and City of North Las Vegas as they follow your leadership in enacting this amendment in their Service Rules/UDACs. Thank you.

Please let me know if you have any questions/concerns.

Respectfully,

**Public Comment provided by SNHBA, received on 7/14/22 and
included in the minutes as required by Nevada's Open Meeting Law**



Amanda Moss
Senior Director of Government Affairs
Southern Nevada Home Builders Association
[702-540-1881](tel:702-540-1881)
amanda@snhba.com
www.snhba.com

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Swimming pool restrictions item 10

Michael Frye, 5 Fire Rock Court Las Vegas NV 89141

My degree is nuclear engineering, so analyzing data and projecting the correct outcome is what I have been trained to do. I was born in Southern Nevada and have lived here my entire life, except for the time I was in the Navy.

I would ask that you postpone voting on reducing pool sizes until you have a better more thoughtful plan.

From the LA times "Water conservation is a noble cause, though it seems to be ill-advised every time cities start in the direction of pool restricting law making. These efforts fail to consider the strain on the economy if they discourage pool building and often don't think about how much water a swimming pool actually uses. The truth is that pools use less water than your lawn and may ultimately conserve water relative to traditional landscaping."

"...pools...use 8,000 less gallons than a traditional landscape..."

"A covered pool is significantly more efficient, using less water than even drought-tolerant landscaping..."

"A pool seems like an easy target for those trying to handle droughts, though it's often a misguided effort."

The current proposal of limiting pools to 600 square feet in a misguided effort and there is a better way that would save even more water and not take away southern Nevada residents freedoms to choose.

How can you reduce pool sizes for people with water rights?

Nevada residents are a minority user of the Colorado river in general using about 1.8%, that being said no matter what we do we cannot save the Colorado river or do anything to prevent Lake Mead from getting to dead pool if weather patterns do not improve.

Even so Nevada residents have done way more than their pro-rated share of conserving water compared the other users of the Colorado river. Why? Sadly, because Nevada residents have been the path of less resistance and therefore been saddled with the largest burden of saving something they mathematically cannot.

This frankly is just not right, and residents deserve better from their elected officials.

Public Comment provided by Michael Frye, received on 7/18/22 and included in the minutes as required by Nevada's Open Meeting Law

Even right now people are crying about the record low level of lake mead but don't understand that the BLM, Utah and Arizona are withholding more water than normal in Lake Powell because they can, in effect violating the Colorado River Compact, but circumventing it by saying they will give the water back in September. In effect a 0% interest loan, with 0% approval needed, with 0 consequences, to be paid back whenever they feel like it.

Causing a massive economic decline of Lake Mead recreational users.

The current Plan of paying homeowners and businesses \$3.00 a square foot to remove grass is outdated and hasn't kept up with current inflation and I would doubt no one does it. Because that is only \$300 for 100 square feet of grass.

A better plan that would save more water would be to charge \$1,000 for every 100 square feet of a pool over 600 square feet and use that money to remove grass.

Giving the governing bodies the opportunity to try something better and giving room to make changes to improvements over time and giving back Nevada residents some of their freedoms.

Similar to the user's Tier system of the Colorado river.

So, then you could pay \$1,300 for every 100 square feet of grass removal. Then people could afford start doing it again.

So, I would just ask that you postpone a vote until you have a better plan that better represents the interest of the Nevada citizens, treats them more fairly and has more of an impact.

Even so, no matter what you do, mathematically it will have zero impact on whether or not Lake Mead gets to dead pool.

Which once we do get to dead pool then we will get to use all of Lake Mead and not have to share it with California and Arizona, essentially giving us enough water forever.

So, it is possible this problem will solve itself.

Public Comment provided by Susan Melby, received on 7/15/22 and included in the minutes as required by Nevada's Open Meeting Law

From: [Jason Bailey](#)
To: [Jason Bailey](#)
Subject: FW: {External} Re: LVVWD Email Us: General Comments/Questions
Date: Monday, July 18, 2022 2:23:52 PM

From: Las Vegas Valley Water District <DoNot.Reply@lvvwd.com>

Sent: Friday, July 15, 2022 12:48 PM

To: ContactLVVWD <Contact.LVVWD@lvvwd.com>

Subject: LVVWD Email Us: General Comments/Questions

LVVWD Email Us: General Comments/Questions

First Name: susan

Last Name: melby

Address 1: 2569 legend drive

Address 2:

City: las vegas

State: Nevada

ZIP: 89134

Phone: 702-240-3634

Email: bookermelby@aol.com

Subject: drought

Message: I would like these questions to be brought to the attention of the Board of Directors at their next scheduled meeting on July 19. (1) Why can't we funnel flood waters from the midwest/east coast to the drought stricken southwest? (2) Why do we continue to build in Las Vegas with the current drought? Money should not be the answer in times of crisis! My family has lived in Las Vegas since the early 1960's and we are saddened to see what's happening in our community. I look forward to your response. Sue Melby

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**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 6, 2022**

Subject:

Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Casino Center Complete Streets Project.

Fiscal Impact:

None by approval of the above recommendation.

Background:

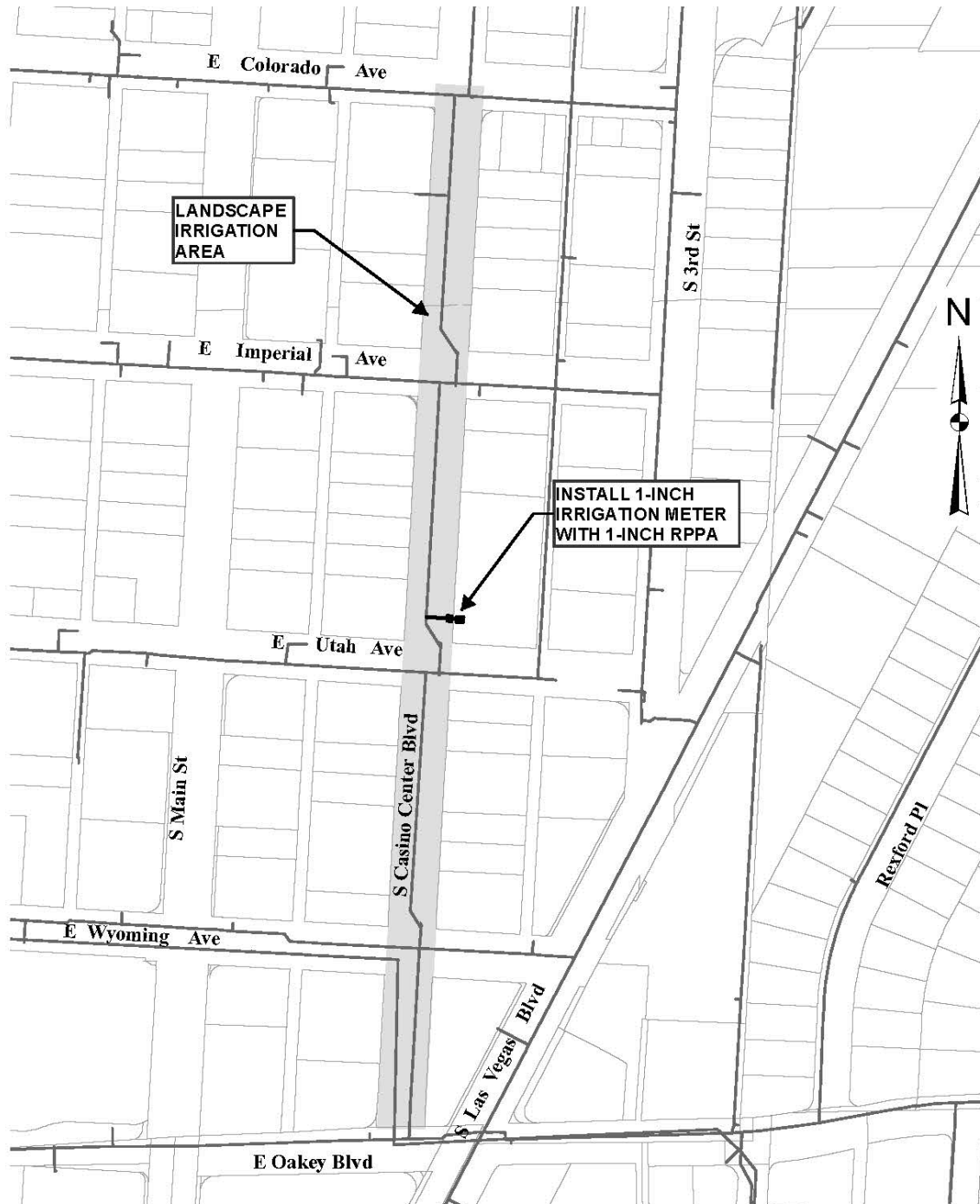
The City of Las Vegas (City) has submitted plans to the District for installation of one 1-inch irrigation meter with one 1-inch reduced pressure principle assembly for landscape irrigation at the project known as Casino Center Complete Streets, Project No. 137228 (Project). This Project is located on South Casino Center Boulevard, between East Oakey Boulevard and East Colorado Avenue, as generally shown on Attachment A.

If approved, the attached Agreement No. 137228-A provides the terms and conditions necessary for the installation of the water facilities at the City's sole expense. During construction, the City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

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 this agreement.

ATTACHMENT A

City of Las Vegas Casino Center Complete Streets Project LVVWD Project No. 137228



**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
CASINO CENTER COMPLETE STREETS**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in a street improvement project generally located on S Casino Center Boulevard, between E Oakey Boulevard and E Colorado Avenue, further referenced as Clark County Assessor's Parcel Number 162-03-299-001, and is desirous of receiving potable water for an irrigation service from the DISTRICT, and has made application for water service to said project; and

WHEREAS, the CITY engaged in a street improvement project in the downtown area, including a landscape irrigation service, and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for landscape improvements in S Casino Center Boulevard between E Oakey Boulevard and E Colorado Avenue, on Clark County Assessor's Parcel Number 162-03-299-001. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in Paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in Paragraph A of this Article I.
- C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CASINO CENTER COMPLETE STREETS
Utility Plans

- F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT; and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. The CITY shall comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, Paragraph E above.
- J. At CITY'S sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. The CITY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. Installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. All water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. The CITY shall require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.
- U. All of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

- A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. Construction water may be provided to the CITY at the CITY'S sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. If required as a condition of the DISTRICT'S Service Rules, the DISTRICT shall refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. The Parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- C. In the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, Paragraph E of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. The CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third party beneficiary rights or causes of action.
- I. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

- J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of August 3, 2022.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT



Carolyn G. Goodman, Mayor

Marilyn Kirkpatrick, President
Board of Directors

ATTEST:



LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

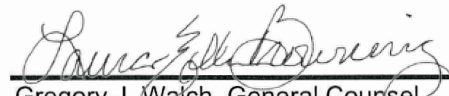
APPROVED AS TO FORM:

 July 18, 2022

John S. Ridella
Deputy City Attorney



Timothy J. Gaswein
Deputy City Attorney



Gregory J. Walch, General Counsel
Las Vegas Valley Water District

for

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 6, 2022

Subject:

Authorization to Acquire Permanent Easement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager or designee to acquire an easement, subject to the attached term sheet, which is necessary to construct, operate and maintain District water facilities for a fair market value not to exceed \$28,383.

Fiscal Impact:

The requested \$28,383 is available in the District's Capital Budget.

Background:

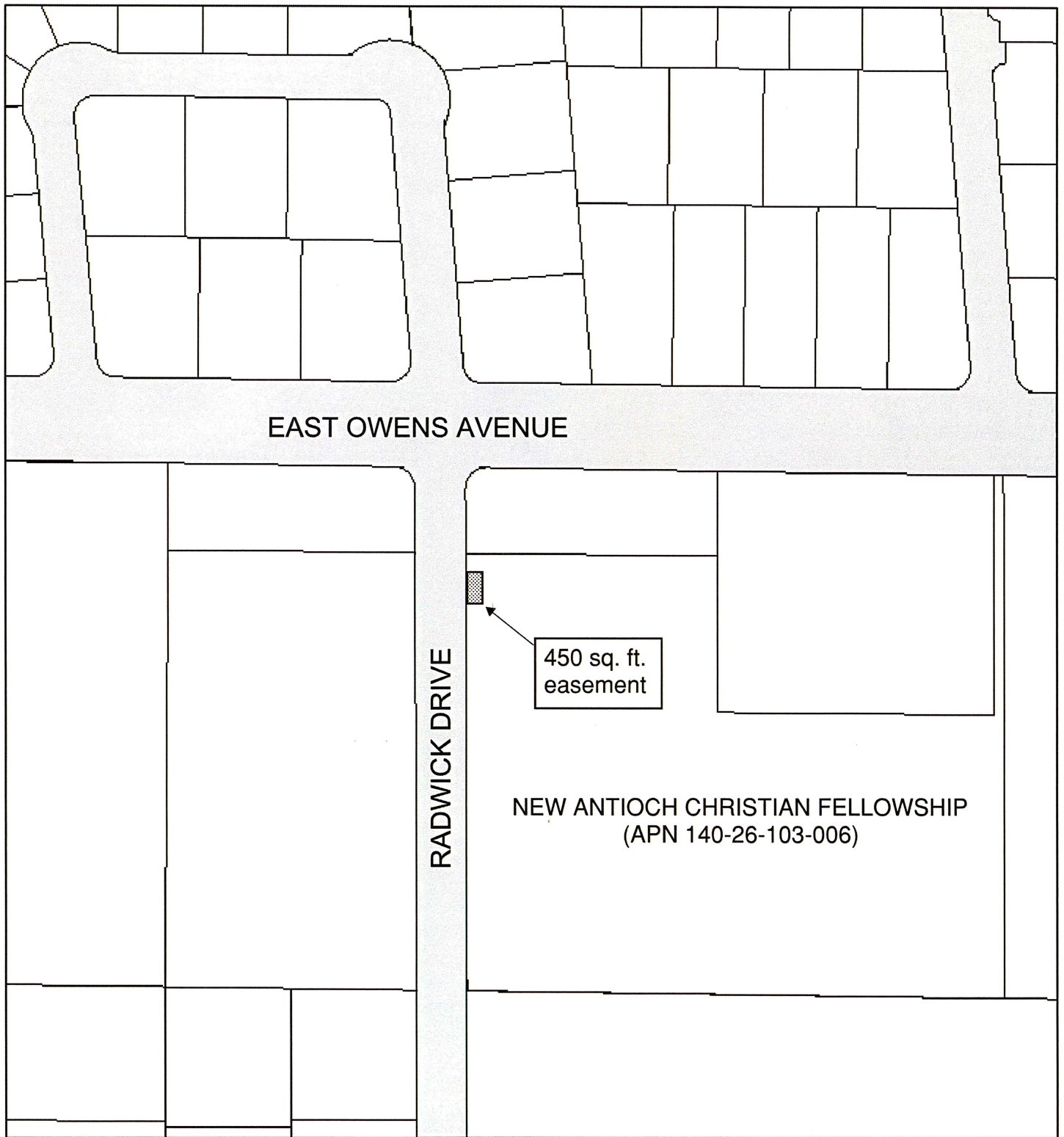
The District's Capital Budget, approved by the Board of Directors on May 21, 2018, included funding for the 2150 Zone and Christy Lane Emergency PRVS project (Project). The Project includes installation of a pressure reducing valve (PRV) and will connect the City of North Las Vegas 2260 Pressure Zone to the District 2150 Pressure Zone. The installation site of the PRV will need to be near the intersection of East Owens Avenue and Radwick Drive, as generally shown on Attachment A.

Purchase of the 450 square foot permanent utility easement (Easement) will allow for the installation, operation, and maintenance of the PRV and is recommended for this purpose. This Easement is located on private property within Assessor Parcel Number 140-26-103-006 and is owned by New Antioch Christian Fellowship (Christian Fellowship). An offer to purchase this Easement was presented and accepted by Christian Fellowship, contingent upon Board approval.

If approved, this action will authorize the purchase of the Easement from Christian Fellowship pursuant to the attached term sheet. This authorization requires Board approval as the purchase amount exceeds the authority of the General Manager under provisions of the September 1, 2020, Board Resolution allowing the acquisition of easements for the installation, operation and maintenance of District facilities in an amount not to exceed \$15,000.

This action is authorized pursuant to Section 1(5) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	
Business Designation Group:	
Number of Clark County Residents Employed:	
Corporate/Business Entity Name:	
Doing Business As:	
Street Address:	
City, State, and Zip Code	
Website:	
Contact Name:	
Contact Email:	
Telephone No:	
Fax No:	

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
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?

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	
Signer Title:	
Signer Email:	
Signed Date:	

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.

Ryan Pearson

Signature

Print Name/Title

Date

TERM SHEET

PREPARED FOR
NEW ANTIOCH CHRISTIAN FELLOWSHIP, OWNER OF RECORD

APN 140-26-103-006

PROPERTY TO BE ACQUIRED:

Permanent Exclusive Utility Easement Acquisition: Approximately 450 square feet

AMOUNT OF OFFER:

Permanent Exclusive Easement Acquisition Settlement

Total Amount: \$28,383.00

FUND DISBURSEMENT:

Disbursement Date: Upon recordation of easement

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 6, 2022

Subject:

Joinder Agreement

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve and authorize the General Manager, or his designee, to sign a joinder agreement between Mythics, Inc., and the District for utilization of Oracle Corporation software, products, cloud services, and support in an amount not to exceed \$3,467,335 for the period from September 2022 through September 2026.

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 District currently uses Oracle SuperCluster for its Oracle database platform (the SuperCluster). The SuperCluster will soon be outdated and support will expire at the end of 2024. As the SuperCluster becomes outdated, the reliability and availability of security patches and parts to support associated hardware is threatened. The District's SuperCluster hardware is also running out of data space, and this, along with the current age of the platform, creates a higher risk of system failures. In addition, the aging SuperCluster can adversely affect system security as such aging systems can be targets for cyber attackers.

Oracle Exadata Cloud at Customer (C@C) is a leased solution offered by Oracle Corporation (Oracle) that would replace the SuperCluster and meet District requirements over the next four years. As a leased solution, C@C provides a cost-effective, high performing platform for multiple Oracle databases. In addition, C@C provides cloud subscription, comprehensive management of hardware and data, disaster recovery, and modernization of existing Oracle infrastructure.

As a strategic partner and authorized reseller of Oracle products and services, Mythics, Inc. (Mythics), contracts with customers, including government agencies, to provide Oracle databases, cloud services, software licenses, maintenance, consulting, storage, and installation (Oracle Products). If approved, the attached Joinder Agreement (Agreement) will provide the terms and conditions necessary for the District to receive the C@C lease and related Oracle Products for a four-year period, with costs estimated at \$1,353,205 for year one; \$702,402 for year two; \$704,680 for year three; and \$707,048 for year four.

This Agreement is being entered into pursuant to NRS 332.115(1)(h) through (j), NRS 332.195(1)(a), and Section 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.



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	Mythics, Inc.
Doing Business As:	
Street Address:	4525 Main St., Suite 1500
City, State, and Zip Code	Virginia Beach, Virginia 23462
Website:	www.mythics.com
Contact Name:	Jonathan Smith
Contact Email:	consultingcontracts@mythics.com
Telephone No:	757-412-4362
Fax No:	757-412-1060

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Mythics Emergent Group, Inc.	Parent Company	100

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Deonte J. Watters
Signer Title:	Vice President, Contracts
Signer Email:	dwatters@mythics.com
Signed Date:	2022-08-17

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:

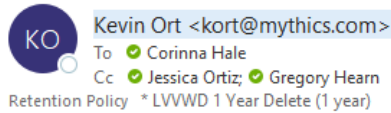
By signing below, I confirm that I have reviewed this disclosure form and that it is complete and correct to the best of my knowledge.

Corinna Hale
Signature

Purchasing Supervisor
Print Name/Title

8/17/2022
Date

RE: #010192 - 1-Pg Joinder with Mythics Quote #5731967 - Can you complete this Disclosure of Ownership Form?



Hi Corrina,

Here is the response from my VP of Contracts:

Mythics is a wholly-owned subsidiary of Mythics Emergent Group, Inc. (100% ownership) and certifies to the following:

- **No individual members, partners, owners or principals involved in Mythics are full-time employees of LVVWD, SNWA, or SSEA, or appointed/elected official(s).**
- **No individual members, partners, owners or principals involved in Mythics have a second degree of consanguinity or affinity relation to a full-time employee of LVVWD, SNWA, or SSEA, or appointed/elected official(s)**

You can have the customer reach out to me directly for any specific information.

Deonte J. Watters, CCMAP | Vice President of Contracts | Mythics Inc.

4525 Main Street, Suite 1500 | Virginia Beach, VA 23462
757.233.4275 (O) | 404.229.7896 (M) | 757.412.1060 (F)

Thanks

-Kevin

Kevin A. Ort | Director Oracle Infrastructure and Open Source

Strategic Markets| Mythics Inc.

A Mythics Emergent Group Company

4525 Main Street | Suite 1500 | Virginia Beach, VA 23462
757-226-7710 (O) | 603-440-8019 (M) | 757-412-1060 (F)| kort@mythics.com

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (“Joinder Agreement”), made and entered into, by and between the Las Vegas Valley Water District (“Owner”) and Mythics, Inc. (“Provider”). The “Effective Date” is the date of the last signature of this Agreement.

The Parties do mutually agree as follows:

- 1) Owner intends to use an agreement awarded to Provider by Maricopa County, Agreement 180233 for Oracle Products and Services with exhibits, (the “Master Agreement”), attached hereto as Exhibit A, pursuant to an administrative approval document signed by the General Manager or his designee.
- 2) Also attached hereto and incorporated into this Joinder Agreement are Mythics Service Terms (Exhibit B), Mythics Consulting Subscription Scope of Work #139566 (Exhibit C), and the products to be purchased as listed in Provider’s Quote/Proposal # 5674116 ZDLRA LVVWD-1 with Rate Cards, (Exhibit D), which along with this Joinder Agreement and the attached Disclosure form comprise the Contract Documents.
- 3) Owner agrees to purchase and Provider 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 Master Agreement.
- 4) Provider certifies that Provider 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.
- 5) As consideration 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 shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
- 6) Contract Documents which comprise the entire agreement between Owner and Provider for the performance of Work consist of the following (as applicable):

Joinder Agreement

Master Agreement #180233 with Maricopa County

Exhibit B Service Terms

Exhibit C Scope of Work

Exhibit D Quote/Proposal # 5674116 ZDLRA LVVWD-1 with Rate Cards

Disclosure Form

In the event of any inconsistency between the terms of the Contract Documents, the language of the documents will control in the above order.

- 7) The following sections of the Master Agreement shall be changed as follows:
 - a. Any reference to the “Maricopa County” or County shall be read as referring to Provider.
 - b. Delete Section 3.4.3.
 - c. Replace Section 6.4.13 in its entirety with the following:

“Cyber and Technology Liability Insurance:

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

- d. Replace Section 6.45 with the following:

“Under the Nevada Public Records Act, as codified in Nevada Revised Statutes Section 239, all contracts are public records and must be retained by the Owner. Contracts shall be open to public inspection and copying after Contract award and execution, except for such contracts or sections thereof determined to contain proprietary or confidential information by the Owner’s Department of Information Governance.”

- e. Replace Section 6.5 with the following:

“This Contract shall be governed by the laws of the State of Nevada. Venue for any actions or lawsuits involving this Contract will be in Eighth District Court in Clark County Nevada.”

- f. Replace Section 6.52.7 regarding NOTICES shall be replaced with the following:

“All notices given pursuant to the terms of this Contract shall be addressed to:

For Owner:

Las Vegas Valley Water District
ATTN: Ken Wendtland
1001 S. Valley View Blvd
Las Vegas, NV 89153
Email: ken.wendtland@lvvwd.com

For Provider:

Mythics, Inc.
ATTN: Contract Vehicle Management
4525 Main Street
Suite 1500
Virginia Beach, VA 23462
Email: vehiclemgmt@mythics.com”

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

MYTHICS, INC.

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

September 6, 2022

Subject:

Reject Bid and Construction Award

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors reject the bid from CG&B Enterprises, Inc., and award a contract for pipeline installation to Acme Underground, Inc., in the amount of \$3,525,355, authorize a change order contingency amount not to exceed \$350,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:

The requested \$3,875,355 is available in the District's Capital Budget.

Background:

Commitment No. 009702 for Contract No. 3223L, Miscellaneous Pipeline Replacements, Phase V (Contract) is for the installation of 12-inch pipe in Maryland Parkway, 10-inch pipe in St. Louis Avenue and 8-inch pipe in Reeder Circle, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on July 27, 2022. A tabulation of the bids received is listed below:

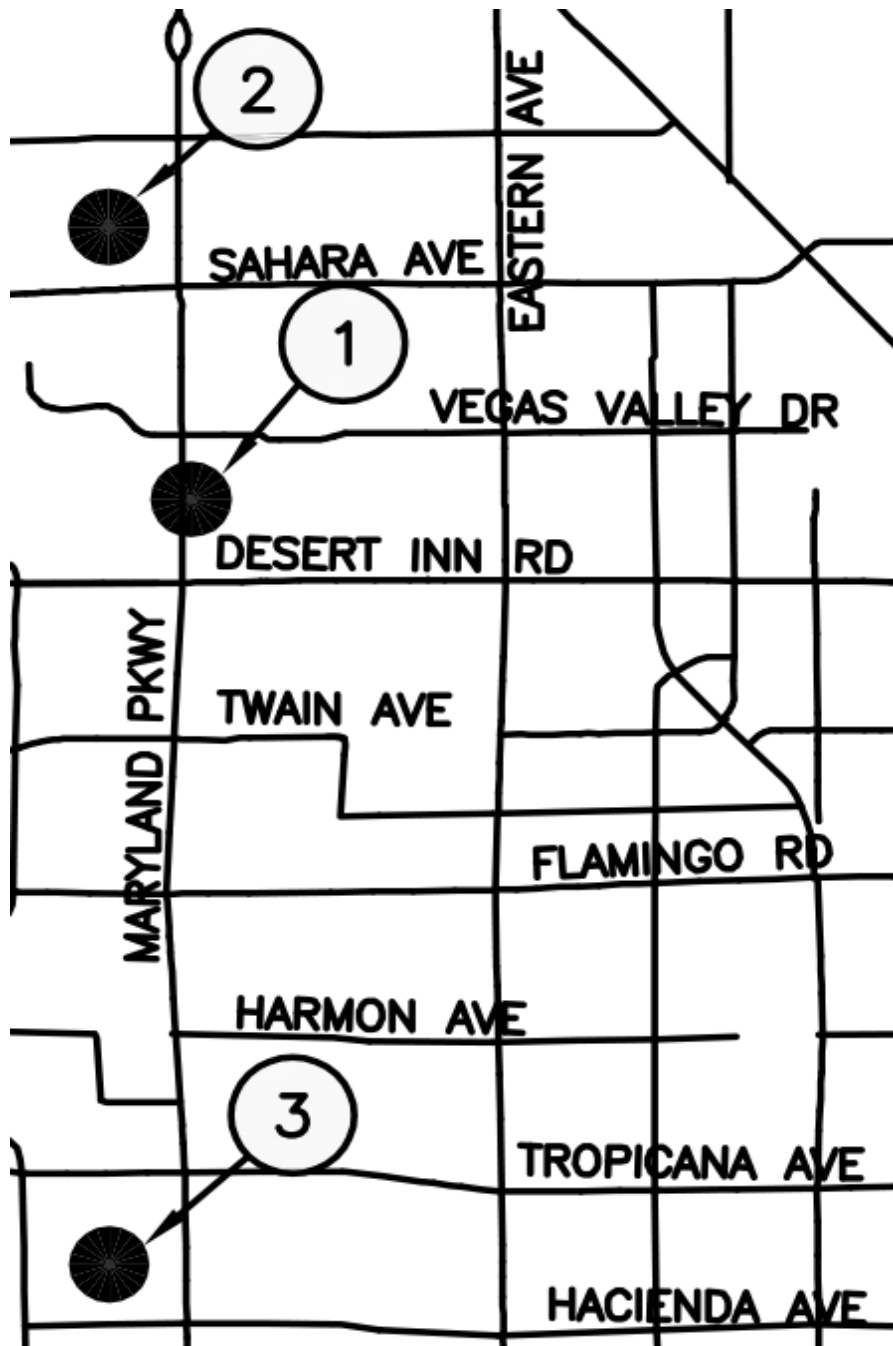
CG&B Enterprises, Inc.	\$3,055,965
Acme Underground, Inc.	\$3,525,355
Mora Underground LLC dba Nayar Underground	\$3,668,120
Wadley Construction, Inc.	\$3,961,137
Byrd Underground, Inc.	\$4,257,226
Harber Company, Inc., dba Mountain Cascade of Nevada	\$4,263,865
Lone Mountain Excavation & Utilities LLC	\$4,978,491

The CG&B Enterprises, Inc., proposal was determined to be non-responsive as it did not submit Document 00 43 36 – Two Hour Subcontractor Information in accordance with NRS 338.141. The Acme Underground, Inc. (Acme), proposal is therefore considered to be the best bid received as defined by NRS 338.1389. Staff recommends that the Board reject the CG&B Enterprises, Inc., proposal and award the Contract to Acme. The attached agreement provides for Acme to accept and agree to all Contract terms. Acme is a Nevada corporation located in Henderson, Nevada.

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

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3223L COMMITMENT NO. 009702
MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE V





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	["MBE - Minority Business Enterprise: An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity."]
Number of Clark County Residents Employed:	27
Corporate/Business Entity Name:	ACME UNDERGROUND INC
Doing Business As:	N/A
Street Address:	153 WEST LAKE MEAD PKWY, SUITE 1200
City, State, and Zip Code	HENDERSON, NEVADA 89015
Website:	WWW.ACMEUNDERGROUNDINC.COM
Contact Name:	SHANE SULLIVAN
Contact Email:	ACMEUNDERGROUND@EMBARQMAIL.COM
Telephone No:	702-564-0602
Fax No:	702-564-1757

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
FRANCIS SULLIVAN	PRESIDENT	33.33
MARY JANE SULLIVAN	SECRETARY	33.33
SHANE SULLIVAN	VICE PRESIDENT	33.33

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	SHANE SULLIVAN
Signer Title:	VICE PRESIDENT
Signer Email:	ACMEUNDERGROUND@EMBARQMAIL.COM
Signed Date:	2022-03-08

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

shannon ono
Signature

shannon ono / construction manager
Print Name/Title

03/08/2022
Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and Acme Underground, Inc.

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

WITNESSETH: That the Parties do mutually agree as follows:

1. Owner has awarded to Contractor the Contract for:

Title: MISCELLANEOUS PIPELINE REPLACEMENTS, PHASE V

Project No: 3223L

Commitment No: 009702

Public Works Project Identifying Number: CL-2022-382

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,

- including without limitation, Affidavit Pertaining to Preference Eligibility
- 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]

Acme Underground, Inc.

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
September 6, 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 HDR Engineering, 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 \$500,000, 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 nine 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 2, 2017, the Board of Directors awarded a professional services agreement to HDR Engineering, Inc. (HDR), in an amount not to exceed \$125,000 per contract year. That agreement expired on June 28, 2022.

Due to HDR's 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 HDR 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 HDR. 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

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	41
Corporate/Business Entity Name:	HDR Engineering, Inc.
Doing Business As:	
Street Address:	1917 S 67th Street
City, State, and Zip Code	Omaha, Nebraska 68106
Website:	www.hdrinc.com
Contact Name:	Craig Smart
Contact Email:	craig.smart@hdrinc.com
Telephone No:	402-299-1000
Fax No:	702-938-6060

Nevada Local Business Information (if applicable)

Local Street Address:	6750 Via Austi Pkwy, Ste 350
City, State, and Zip Code	Las Vegas, NV 89119
Local Website:	same
Local Contact Name:	same
Local Contact Email:	same
Telephone No:	702-938-6000
Fax No:	702-938-6060

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)*

100% Employee Owned with no one employee owning more than 5% of the company.

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (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.

Signer Name:	Craig W. Smart
Signer Title:	Associate Vice President
Signer Email:	craig.smart@hdrinc.com
Signed Date:	2022-07-06

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.

Chetan Champaneri

Signature

Chetan Champaneri, Purchasing Supervisor

Print Name/Title

7/6/2022

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between HDR ENGINEERING, 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 the CONSULTANT. CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by CONSULTANT or an approved subcontractor.
- 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 Exhibit A, for Work completed to DISTRICT's satisfaction.
- b) Travel expenses will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.
- c) 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.
- d) 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.
- e) 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 \$500,000.00 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 that do not meet generally acceptable professional and technical standards.
 - 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 negligent or wrongful 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, Keith Cooper, telephone number 702-259-8235 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, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby covenants, represents and warrants the following:

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

11) INTERPRETATION:

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

12) CONFLICT OF INTEREST:

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

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14) PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

- 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) Subject to Section 6.4, 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 that do not meet generally acceptable professional and technical standards.
- 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, negligent or intentionally wrongful errors, negligent or intentionally wrongful 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, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to DISTRICT, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

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

- iii) DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by DISTRICT in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement. CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
 - 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 set-off any sums from the compensation due to CONSULTANT set forth in this Agreement and directly pay for such coverage.
- 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 agrees to provide a copy of all insurance policies required under this Agreement.
 - 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 30 calendar days' prior notice to DISTRICT for any cancellation.
- 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 claim and \$1,000,000 annual aggregate. CONSULTANT shall maintain continuous coverage under its claims-made policies for a period of three years after completion of Services under this Agreement.

19) TERMINATION:

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

20) 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 accordance with Consultant's implemented measures for the security controls defined by NIST 800-171;
 - 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.
 - 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 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:

HDR ENGINEERING, INC.
Attention: Craig Smart
6750 Via Austi Pkwy, STE 360
Las Vegas, Nevada 89119
craig.smart@hdrinc.com

To DISTRICT:

Las Vegas Valley Water District
Attention: Keith Cooper
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
keith.cooper@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.

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.

HDR ENGINEERING, 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. Work order costs will be based upon direct labor rates times a multiplier plus authorized expenses. Direct labor multipliers will be negotiated with each work order.

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.

HDR ENGINEERING RATE SCHEDULE*

Staff Classification	2022 Direct Rate
Technical Advisor/QC	\$124.83
Principal-in-Charge	\$108.16
Project Manager	\$98.05
Discipline Lead / Quality Manager	\$90.00
Project Engineer III	\$73.33
Project Engineer II	\$60.00
Project Engineer I	\$51.67
Engineering Designer	\$46.67
Professional Staff II	\$41.67
CAD Designer III	\$61.92
CAD Designer II	\$56.83
CAD Designer I	\$48.33
GIS Specialist	\$42.00
Administrator	\$58.16
Project Controller	\$46.28
Project Coordinator	\$38.33

Direct labor multipliers will be negotiated with each work order.

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY

CONSULTANT will bill all such expenses to DISTRICT at cost without markup. CONSULTANT 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 for any travel time charges. DISTRICT reserves the right to approve all travel plans and expected costs prior to trips.

DISTRICT shall reimburse CONSULTANT 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:

- a) Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
- b) Flight Changes: Any changes to flight reservations which result in an additional cost must be pre- approved by District/Authority.
- c) 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:

- a) Hotel Selection: CONSULTANT shall invoice DISTRICT using the GSA Lodging Rate. Higher rates must be pre-approved by DISTRICT. If CONSULTANT 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.
- b) 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:

- a) 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.
- b) 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.
- c) Mileage: CONSULTANT 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 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:

- a) 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.
- b) Long-distance telephone calls from hotel related to DISTRICT business are reimbursable.
- c) Internet connection fees if required for DISTRICT business are reimbursable.

5) TIPS:

- a) Tips of any nature are not reimbursable.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 6, 2022

Subject:

Update on Water Resources

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Since 2000, the Colorado River Basin has been experiencing severe drought conditions, affecting 90 percent of Southern Nevada's water supplies. Persistent drought has led to the need to launch initiatives and investments in new infrastructure, conservation programming, water resource development, and water banking to provide reliable and safe water supplies for the community.

To keep the Board of Directors apprised of related activities, this agenda item provides for an update from staff on the drought and preparedness activities, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

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

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

September 6, 2022

Subject:
Agreement

Petitioner:
Gregory J. Walch, General Counsel

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an agreement between General Networks Corporation and the District to provide professional services for enterprise software integration services in conjunction with the already funded content services platform initiative in an amount not to exceed \$7,200,000.

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 District has acquired software to support the creation of an enterprise-wide content services platform called ATLAS. When complete, this complex software system will connect select data repositories within the organization, improve access to information through enhanced search capabilities, and provide records retention capabilities. Taken together, the enhanced functionality of ATLAS supports the District's compliance with NRS provisions related to public records and the retention management of same. Given the diverse and voluminous nature of the District's records, a systems integrator is required to optimize the functionality of the ATLAS platform and ensure that it effectively meets the District's business needs. General Networks is an industry-leading IT systems integrator with expertise in information governance and the ATLAS platform and possesses the requisite expertise to deliver the project successfully.

General Networks was originally selected through a competitive solicitation process. However, this agreement is submitted for Board approval as a competitive bidding exception supported by the experience General Networks has gained to date working with the District and its computing environment and General Networks' deep subject matter expertise in the applications to be integrated during the term of the proposed agreement. No other vendor possesses the requisite expertise and District institutional knowledge to provide these specialized integration services.

The projected expenditures associated with systems integration are based upon an assessment of the District's repositories and a requirements report developed on behalf of the organization. Full systems integration is expected to take up to four fiscal years to complete, concluding with Fiscal Year 2025-26, and the total price for General Networks' work shall not exceed \$7,200,000.

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



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	General Networks Corporation
Doing Business As:	
Street Address:	3524 Ocean View Blvd
City, State, and Zip Code	Glendale, CA 91208
Website:	https://gennet.com/
Contact Name:	Diana Chen
Contact Email:	dchen@gennet.com
Telephone No:	818-249-1962
Fax No:	

Nevada Local Business Information (if applicable)

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

Disclosure of Relationship/Ownership

Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)?
No
Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity?
No

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. *(If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties)*

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

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

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

Listed Disclosures Below:

(additional supplemental information may be attached, if necessary)

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

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
David Horwatt	V.P.	6.67
Taha Khodr	Practice Manager	8.55
Robert Withers	President	13.15

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Diana Chen
Signer Title:	V.P., Business Development
Signer Email:	dchen@gennet.com
Signed Date:	2022-06-30

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.

DocuSigned by:

Diana Chen

V.P., Business Development

6/30/2022 | 3:32:34

61FE1E9E70994E7...
Signature

Print Name/Title

Date

Certificate Of Completion

Envelope Id: C4978A84270F41DB95C32B5130DD0778

Status: Completed

Subject: Please DocuSign: General Networks Corporation-234-2022-06-30T19_22_40.6234510Z.pdf

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Diana Chen

AutoNav: Enabled

1410 Hyde Park Drive

Enveloped Stamping: Enabled

Winter Park, FL 32792

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

dchen@gennet.com

IP Address: 74.213.251.74

Record Tracking

Status: Original

Holder: Diana Chen

Location: DocuSign

6/30/2022 3:30:20 PM

dchen@gennet.com

Signer Events

Diana Chen

dchen@gennet.com

V.P., Business Development

General Networks

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 61FE1E9E70994E7...

Signature Adoption: Pre-selected Style

Signed by link sent to dchen@gennet.com

Using IP Address: 74.213.251.74

Timestamp

Sent: 6/30/2022 3:32:01 PM

Viewed: 6/30/2022 3:32:15 PM

Signed: 6/30/2022 3:32:34 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

6/30/2022 3:32:15 PM

Signing Complete

Security Checked

6/30/2022 3:32:34 PM

Completed

Security Checked

6/30/2022 3:32:34 PM

Payment Events**Status****Timestamps**

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between General Networks Corporation, hereinafter called "PROVIDER," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." PROVIDER 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, PROVIDER is properly qualified and desires to provide the professional services required by DISTRICT, and

WHEREAS, DISTRICT, in reliance on PROVIDER's representations and proposals, agrees to retain PROVIDER, and PROVIDER 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) PROVIDER 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. PROVIDER 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 PROVIDER or an approved subcontractor.
- c) In performing Services under this Agreement, PROVIDER 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. PROVIDER 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) PROVIDER has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2) PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and shall remain in effect until all Services authorized by DISTRICT to be performed are completed by PROVIDER, unless terminated in accordance with the terms of this Agreement. During this period, PROVIDER agrees to provide Services as required by DISTRICT within the scope of this Agreement.

- a) 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 PROVIDER, in accordance with Exhibit A, for Work completed to DISTRICT's satisfaction.

- b) Travel expenses will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.
- c) PROVIDER 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 PROVIDER shall be included.
- d) DISTRICT shall pay invoiced amounts from PROVIDER based on the fees set forth in Exhibit A within 30 calendar days after the date the invoice is received and approved by DISTRICT.

4) LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed \$7,200,000.00, including travel costs.

5) RESPONSIBILITIES OF PROVIDER:

- a) PROVIDER 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 PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by DISTRICT prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.
- b) PROVIDER 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) PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by PROVIDER, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- d) It shall be the duty of PROVIDER 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. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER 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 PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - ii) DISTRICT's review, approval, acceptance, or payment for any of PROVIDER'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 PROVIDER shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DISTRICT caused by PROVIDER'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 PROVIDER for DISTRICT relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER 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. PROVIDER 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.
- g) Providers will conduct most data collection on-site. Other activities may be performed off-site.
- h) PROVIDER will assign a project lead who will be responsible for the following:
 - i) Report to DISTRICT's project manager.
 - ii) Manage PROVIDER's budget, tasks, milestones risks, issues, and consultants.
 - iii) Provide weekly status reports.
 - iv) Attend status meetings.

6) RESPONSIBILITIES OF DISTRICT:

- a) DISTRICT agrees that its officers and employees will cooperate with PROVIDER in the performance of the Services and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with other responsibilities.
- b) The Services performed by PROVIDER under this Agreement shall be subject to review for compliance with the terms of this Agreement by DISTRICT's representative, Ken Wendtland, telephone number (702) 258-3295 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 PROVIDER 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) PROVIDER 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 PROVIDER.
- e) District will assign the following roles:
 - i) Project Manager: Responsible for overall project management and reporting, including scheduling DISTRICT resources, providing feedback on the project work plan, attending project meetings, and obtaining timely sign-off on deliverables and acceptance. PROVIDER's project lead will coordinate with the DISTRICT project manager.
 - ii) Document management stakeholders, including users and managers: Will be able to describe how they work with or are impacted by current tools (e.g., file shares), document management systems, or relevant line of business ("LOB") processes.
 - iii) Technical resources: Will support document management tools or systems or related LOB applications.
 - iv) Information Technology ("IT") and Information Governance ("IG") resources who can define for this engagement the policies and procedures for managing documents and document disposition, including security, system reliance, and directory services.
 - v) IT staff who will confirm how platform infrastructure is currently configured.
- f) The requirements and Scope of this project are subject to reprioritization and shifting upon review by DISTRICT. Should any changes, additions or cancellations of any requirements occur, CONSULTANT will submit any necessary change orders to DISTRICT's assigned Project Manager.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by PROVIDER shall constitute a truth-in-negotiation certification by PROVIDER 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 PROVIDER 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, PROVIDER hereby covenants, represents and warrants the following:

- a) All content developed on behalf of DISTRICT, in whole or in part, solely or jointly by PROVIDER and all of PROVIDER'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 PROVIDER, or previously conceived in anticipation of work to be performed in regard to DISTRICT's engagement of PROVIDER, 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 PROVIDER is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, PROVIDER hereby assigns, transfers, and conveys, all such Right to DISTRICT.
 - i) PROVIDER 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) PROVIDER hereby waives and releases any claim of infringement of any Right of PROVIDER (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 PROVIDER's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute DISTRICT's Right in and to the Work Product.

10) INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PROVIDER hereby sells, conveys, transfers and assigns to DISTRICT all of PROVIDER'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 PROVIDER or otherwise arising out of the PROVIDER'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 PROVIDER 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, PROVIDER will not contract with any client whose interest is adverse to or would require PROVIDER 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:

PROVIDER 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 PROVIDER 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) PROVIDER 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. PROVIDER 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.

16) INDEMNIFICATION:

PROVIDER 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 PROVIDER's provision of Services or Work under this Agreement. This indemnification includes, but is

not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of PROVIDER, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by PROVIDER's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of DISTRICT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. DISTRICT Parties may assume, at their sole option, control of the defense, appeal or settlement of any third-party claim for which PROVIDER has indemnified DISTRICT Parties by giving written notice of the assumption to PROVIDER. DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which PROVIDER has indemnified DISTRICT Parties without the prior written consent of PROVIDER, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by PROVIDER to DISTRICT Parties applies to all insurance policies of PROVIDER, whether primary, excess or umbrella coverage is provided to PROVIDER.

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

- a) Time is of the essence in this Agreement.
- b) If PROVIDER's performance of Services is delayed or if PROVIDER's sequence of tasks is changed, PROVIDER 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) PROVIDER 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 PROVIDER allow any subcontractor to commence Work until all similar insurance required of the subcontractor has been so obtained. PROVIDER 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 PROVIDER'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 PROVIDER or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to DISTRICT, regardless of how the "other insurance" provisions may read. PROVIDER agrees to waive its rights of subrogation against DISTRICT, and PROVIDER's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.
 - iii) 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 PROVIDER's or subcontractor's liability for claims arising out of this Agreement. PROVIDER and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

- iv) If PROVIDER 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 PROVIDER with DISTRICT as an additional named insured. PROVIDER shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event PROVIDER fails to pay the cost, DISTRICT has the right to set-off any sums from the compensation due to PROVIDER 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.
- b) Evidence of Insurance:
- i) PROVIDER'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, PROVIDER shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT, PROVIDER agrees to provide a copy of all insurance policies required under this Agreement.
 - 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: PROVIDER 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: PROVIDER 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: PROVIDER shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance PROVIDER 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.

PROVIDER shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. PROVIDER 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 PROVIDER is permissibly self-insured for workers' compensation insurance in the State of Nevada, PROVIDER 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: PROVIDER shall maintain professional liability insurance applicable to PROVIDER's Services or Work as set forth in this Agreement, with limits of not

less than \$1,000,000 for each occurrence and \$1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two years after completion of PROVIDER's Work as set forth in this Agreement.

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

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 PROVIDER 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) PROVIDER 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 PROVIDER. Corrections and changes to the submission will be made by PROVIDER and resubmitted to for approval within 10 working days after receipt. The final approval will be submitted to PROVIDER 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.
- c) Where possible, all reviews and associated communications will be conducted electronically.

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, PROVIDER may furnish DISTRICT with information that PROVIDER has independently determined to be confidential under Nevada law and that PROVIDER will label "Confidential Information". "Confidential Information" means confidential and proprietary information of PROVIDER 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 PROVIDER 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 PROVIDER; (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 PROVIDER 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 PROVIDER 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 PROVIDER. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to PROVIDER and work with PROVIDER 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, PROVIDER 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 PROVIDER's use of Facility Information is governed in this Agreement's Data Privacy and Security section below.

22) DATA PRIVACY AND SECURITY:

- a) 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.
- b) PROVIDER shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by DISTRICT.
- c) PROVIDER shall ensure that DISTRICT data is stored only in data center(s) that are subject to United States federal jurisdiction.
- d) PROVIDER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- e) PROVIDER 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.
- f) PROVIDER agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to PROVIDER by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

23) RECORDS:

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

24) ASSIGNMENT:

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

25) SEVERABILITY:

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

26) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- a) PROVIDER and any subcontractor working under the authority of PROVIDER, 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) PROVIDER 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 PROVIDER in breach of the Agreement, terminate the Agreement, and designate PROVIDER as non-responsible.

27) EQUAL EMPLOYMENT OPPORTUNITY:

- a) PROVIDER and any subcontractor working under the authority of PROVIDER, 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, PROVIDER 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) PROVIDER 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. PROVIDER is solely liable for failure to comply with this provision.

28) APPLICABLE LAW:

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

29) VENUE:

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

30) ATTORNEY'S FEES:

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

31) NO THIRD-PARTY RIGHTS:

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

32) WAIVER:

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

33) CAPTIONS:

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

34) COUNTERPARTS:

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

35) INTEGRATION:

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

36) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind PROVIDER 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 PROVIDER: General Networks Corporation
3524 Ocean View Blvd.
Glendale, CA, 91208
Attn: Diana Chen, Vice President, Business Development
dchen@gennet.com

To DISTRICT: Las Vegas Valley Water District
Attention: Signa Gundlach
1001 S. Valley View Blvd.
Las Vegas, NV 89153
signa.gundlach@snwa.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.

37) AMENDMENT:

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

38) AUDITS:

The performance of this Agreement by PROVIDER is subject to review by DISTRICT to ensure contract compliance at the discretion of DISTRICT. PROVIDER 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 PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

39) 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.

40) 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. PROVIDER's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) Both the DISTRICT and the PROVIDER have evaluated the effects of COVID-19 on this Agreement. The DISTRICT and the PROVIDER 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 PROVIDER is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and PROVIDER 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 PROVIDER's sole and exclusive remedy for such delay, and PROVIDER shall not be entitled to an increase in the sums due under Agreement. PROVIDER shall provide a revised schedule for performance in accordance with Paragraph 17.2.
- 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.

41) COMPANIES THAT BOYCOTT ISRAEL:

PROVIDER 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.

42) 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.

General Networks Corporation

Las Vegas Valley Water District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF SERVICES

1. INTRODUCTION

This Statement of Work (“SOW”) is Exhibit A to the Agreement to Provide Professional Services (“Agreement”) and is effective upon the execution of the Agreement.

2. DESCRIPTION

Planning and Implementation of Content Services Platform

The Las Vegas Valley Water District (LVVWD or District) currently relies heavily on its staff’s corporate memory—that is, individuals within various work groups who have a high degree of institutional memory, to find unstructured and semi-structured content within and across departments. Much of the organization’s content is duplicated and spread out through siloed legacy document management systems and shared drives, without version control, modern role-based access controls or technology-enabled retention policy management. Additionally, a significant portion of LVVWD’s staff is projected to retire within the next three to five years, resulting in an identified risk to its corporate memory.

LVVWD has undertaken an initiative to implement the ATLAS program that can manage the lifecycle of unstructured and semi-structured content to improve operational efficiency and corporate memory retention while enhancing search functionality. This work is sponsored and directed by LVVWD’s Information Governance Steering Committee (“IGSC”).

3. DESCRIPTION OF SERVICES

General Networks will provide the consulting expertise, systems integration capabilities, and software development services required to assist LVVWD in achieving these results. **Our proposed services include:**

- **Strategic Planning**, including roadmap planning and strategic planning of workstreams to meet long term goals and objectives.
- **Information Governance Consultation**, providing high level best practices and governance around use of Gimmal, SharePoint, One Drive and Microsoft Teams.
- **Project Management**, including development, tracking, and management of the work plan; reporting on the progress of the project using a weekly status report/dashboard and meetings; reporting of budget to actual, current project risks and their mitigation; providing leadership and oversight to the project staff, and managing project issues.
- **3rd Party Vendor and Client Resource Coordination**, including the coordination and management of 3rd party vendors such as BA Insight, Gimmal, Active Navigation, and LinkTek (Hereinafter “3rd Party Software”), as well as LVVWD’s own IT resources.
- **Assuring quality**, including setting project standards, designing, and implementing testing procedures, and supervising both testing and remedial activities required to ensure system compliance with specifications.
- **Providing consulting expertise in implementing document management and related applications from Microsoft and the 3rd Party Software identified above. Such services to include**, best practices, user engagement, requirements analysis, ROT analysis, risk analysis, application configuration, content mapping, content migration, and change management.
- **Configuration and knowledge transfer** to enable Information Governance and other IT personnel to manage the records retention schedule and disposition workflow within the LVVWD’s newly deployed suite of products.
- **Integrating 3rd Party Software and selected desktop software components** to provide more complete business solutions.
- **Migrating or linking to data** to update document metadata or validate index data.

- **Providing a phased deployment of system components and functionality**, including pilot implementation and rollout, installation and configuration of software, tuning, and acceptance testing.
- **Documenting system architecture**, hardware and software components, hardware and software configurations, custom software code, and communications links.
- **Building awareness and acceptance** with team members.
- **Planning and implementing change management and training programs** for pilot users, trainers, IT staff, and administrators, including preparing training curricula, documenting user and technical procedures required to operate and manage the system, and scheduling and conducting training.
- **Planning long-term support programs**, including multi-tiered support, system updates and maintenance, continuous process improvement, and mentoring LVVWD's core team.

4. LOCATION OF SERVICES

The services are to be provided both offsite and at LVVWD's facilities in Las Vegas. Services shall be performed during the District's business hours Monday through Thursday in accordance with the District's 4x10 working schedule, with the exception of State holidays, and at all other times as required to successfully provide the services in this Statement of Work (SOW).

5. SCOPE OF WORK

5.1 Overview

The LVVWD requires consulting and systems integration support for the planning, design, deployment, and maintenance of the technical and best practices components of its ATLAS program. Once fully deployed, ATLAS will provide content management for approximately 1,700 named users in 16 departments. With the assistance of LVVWD staff, General Networks will provide the services required for full ATLAS program implementation over a period of four District fiscal years.

Our services will include the following:

- Project management and change management planning.
- IG Steering Committee support.
- Knowledge transfer and support, as needed, to IG and IT teams.
- Tools enablement for
 - Syntex and
 - BA Insight.
- Completion of Project 1: ROT Cleanup and Migration of departmental letter drives, including migration assistance for remaining departments.
- Broad approach cleanup/migration of U, M, and T drives using quarantine methods.
- Development of standards for ATLAS content classification and governance.
- Implementation of classification and information governance including validation of content types, Syntex model configuration, validation of models and metadata enrichment, and disposition functionality/workflows. Lessons learned from the pilots will be applied to the departmental engagement plan before engaging remaining departments.
 - Conduct pilot 1 with a division or small department
 - Conduct pilot 2 with a larger department
 - Implement classification and governance for all departments, each as a separate engagement, but as part of this SOW.
- Implementation of metadata search capability.
- Implementation of federated search capability limited to SharePoint and selected file shares.
- At the District's request, investigate the implementation of an Optical Character Recognition (OCR) solution (such services to be separately secured via change order to this SOW).
- Assistance in the selection of replacement solutions for Worldox.
- Proofs of Concept, standards development, implementation, and migration from DocView EDM

and Worldox to selected solutions. Note: implementation of successor document management system will be collaboratively undertaken to extent practically and technically feasible, and subject to the District's IT support.

- Assistance with migration of content from other, retired applications to the appropriate repository, such repositories limited to SharePoint, Successor Document Management System, and Microsoft's Azure storage solutions. Additional repository migration subject to change order as appropriate.
- Post-deployment support after go-live (part of annual support and maintenance).

The implementation of our work plan is described in the section below:

5.2 Work Plan

General Networks shall provide business and technical consulting services to support the following activities:

- 1 Project planning and management: Coordinate project scheduling and planning with LVVWD resources and provide weekly project reviews.
- 2 Establish standards for ATLAS content classification and governance, which will guide the departmental engagements and implementation of content governance.
- 3 Collaborate with software vendors as needed on the configuration of the systems for:
 - a. Records management (Gimmel)
 - b. Metadata enrichment of SharePoint content (Microsoft Syntex)
 - c. Metadata search (BA Insight)
 - d. Federated search (BA Insight)
 - e. Content Cleanup (ActiveNav)
 - f. Office Document Links (LinkTek)
 - g. OCR (TBD)
- 4 Provide knowledge transfer
 - a. Conduct knowledge transfer session(s) with IT as needed
 - b. Conduct knowledge transfer session(s) to Knowledge and Records Managers as needed
- 5 Develop, review, and publish Departmental Engagement Plan (reviewed and revised as needed for each subsequent department)
- 6 Pilot Engagement (dept 1): Pilot implementation of records management for single department or division including the following activities which will be repeated for each subsequent department:
 - a. Pre-engagement: Perform preliminary content type analysis, prepare Kickoff presentation
 - b. Department Kickoff: Plan and communicate project approach and project schedule, and set expectations
 - c. Workshop 1 – Classification:
 - i. Identify and validate content types and taxonomy across pilot group's content
 - ii. Identify pilot group's metadata and extraction rules
 - iii. Identify location(s) of sample content: i.e., 15-20 unique sample documents for every content type, and at least 30-40 negative samples from the same library
 - d. Syntex Model Configuration:
 - i. Copy entire library containing the sample content to a test site
 - ii. Build, train, and test Syntex Document Understanding models for each content type based on the metadata extraction rules and sample content provided by the department/division
 - e. Validation and Refinement:
 - i. Review results of applied Syntex models with pilot group
 - ii. Conduct iterative workshops to refine extraction rules to improve results to 90%+ or until accepted

- iii. Identify any content that requires manual classification
 - iv. Work with users to manually classify remaining content as needed
 - f. Finalization:
 - i. Develop end user training/communications
 - ii. Apply models to production libraries
 - iii. Model monitoring and refinement as needed
 - iv. Train the trainer
 - Syntax model maintenance for IG knowledge managers and IT staff
 - Records disposition for record owners
 - Records management configuration for records managers
 - v. Conduct Lessons Learned Review Session
- 7 Evaluate Pilot 1 and adapt Engagement Plan:
 - a. Conduct pilot review and document findings
 - b. Review, revise and publish updated ATLAS Standards as needed
 - c. Review, revise and publish updated Engagement Plan as needed
- 8 Conduct Pilot 2 with a larger pilot group following the same process as Pilot 1.
- 9 Evaluate Pilot 2 and adapt Engagement Plan:
 - a. Conduct pilot review and document findings
 - b. Review, revise and publish updated ATLAS Standards as needed
 - c. Review, revise and publish updated Engagement Plan as needed
- 10 Implement classification and governance for all departments, each as a separate engagement, following the refined process from the pilots.
- 11 Implementation of metadata search capability.
 - a. Implement metadata search using BA Insight
- 12 Implementation of federated search capability.
 - a. Limited to select District file shares
- 13 As requested, support implementation of Optical Character Recognition (OCR) solution (may be subject to change order depending on level of effort, budget allocations, staffing model, etc.).
- 14 Assistance in the selection of replacement solution for Worldox.
- 15 Proofs of Concept and migration from DocView EDM and Worldox to the selected solutions.
- 16 Migration of content from other, retired applications (TBD). (may be subject to change order depending on level of effort, budget allocations, staffing model, etc.).
- 17 Level II technical support
 - a. This includes but is not limited to post-deployment support after go-live of each department.
 - b. The District's helpdesk will field the calls, handle, route to IG, and then escalate to General Networks as needed, taking into account the District's then current state of support services.

6. PROJECT BUDGET

The project milestones and associated estimates are provided for budgetary purposes based on our current understanding of requirements and effort required. The actual costs for each milestone may change, although the total cost for the project will not exceed \$7,200,000 over the four-fiscal year project plan, provided that the scope of work remains unchanged. Hours will be billed on a time and materials basis. The projected cost is broken down as follows over the four fiscal years:

Table 1 – Budget Summary by District Fiscal Year

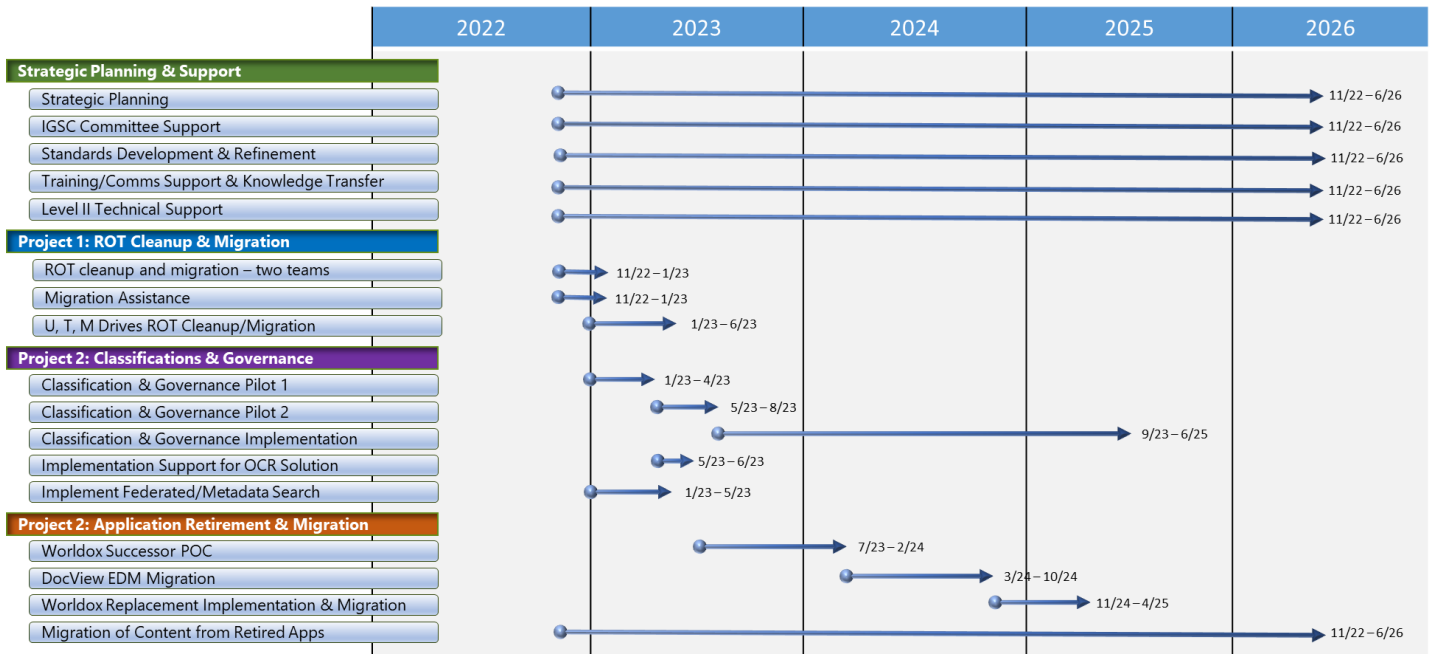
Fiscal YEAR	COST
FY 2022-2023	1,375,246
FY 2023-2024	2,685,150
FY 2024-2025	2,618,460
FY 2025-2026	521,144
Total	7,200,000

Table 2 – Budget Breakdown by Task

ITEM	ESTIMATED COST
Planning, IG support, training/comms support, knowledge transfer, IGSC committee support, standards refinement	374,400
Level II Technical Support	175,500
Project 1 ROT cleanup and migration - Team 1	88,042
Project 1 ROT cleanup and migration - Team 2	106,470
Project 1 Migration Assistance	14,625
User Follow-up/Reengagement (Dynamic Groups, etc.)	40,950
Project 1: Broad approach with U, T, M using quarantine methods	204,750
Project 2: Classification and Governance Pilot 1 (one team + reassessment)	163,800
Project 2: Classification and Governance Pilot 2 (one team + reassessment)	163,800
Project 2: Classification and Governance Implementation (2 teams)	2,316,600
Implementation Support for OCR Solution	51,188
Implement Federated/Metadata Search	175,500
DocView EDM Content Migration & Decommissioning	702,000
Worldox Successor POC	234,000
Worldox successor implementation & Migration	351,000
Additional Migrations of Content from Retired Applications—T&M estimate	637,561
Contingency (~10% of budget)	586,755
Travel (~10% of budget)	586,755
Advanced Workflows and Governance Tools	226,304
Estimated Total	7,200,000

7. Project Timeline

The following timeline provide approximate start and completion dates for each task. Tasks may be reprioritized and rescheduled by the District to adjust for any emerging needs and other priorities.



7.1. Acceptance Criteria

Upon delivery of any deliverable/milestone completed by General Networks, LVVWD shall review such deliverable/milestone to determine if it conforms to LVVWD's requirements for such deliverable/milestone, including those requirements set forth in the Agreement and the SOW ("Acceptance Criteria"). If LVVWD reasonably determines that such deliverables/milestones do not conform to the Acceptance Criteria, LVVWD shall so notify General Networks in writing, setting forth in reasonable detail any errors or deficiencies within 30 calendar days of the deliverable/milestone delivery. General Networks shall correct or rework such deliverable/milestone so that it conforms to the Acceptance Criteria, at no additional charge to LVVWD, within 15 days (or such other time period set forth by the Parties in writing) of General Network's receipt of notice of non-acceptance. Upon redelivery of such deliverable/milestone to LVVWD, LVVWD shall review such deliverable/milestone to determine whether it conforms to the Acceptance Criteria. Failure of the deliverable/milestone to be accepted by LVVWD after the second re-submission shall be considered a material breach of the Agreement hereunder, and LVVWD shall be entitled, at its option, to either: (i) extend the acceptance period; (ii) accept the deliverable/milestone subject to an equitable reduction in the applicable fees for such deliverable/milestone as mutually agreed by the Parties; or (iii) reject the deliverable/milestone and recover from General Networks the fees paid for such deliverable/milestone subject to an equitable reduction in the applicable fees for such deliverable/milestone as mutually agreed by the Parties. pursuant to this Agreement, upon returning to General Networks, or destroying, all copies of such Deliverables.

7.2. Change Order Requests

The change order request ("COR") process is the mechanism by which the parties review, assess, scope, and come to agreement on changes to certain terms in this SOW. A COR may in no event modify any of the terms of the Agreement.

The COR process can be initiated by LVVWD or General Networks by submitting to the other party a COR. Examples of subjects that may be addressed through the COR process may include changes

to scope, schedule, and budget.

CORs will become effective upon the execution of the COR by both Parties. Both Parties agree to act in good faith and promptly when considering a COR requested by the other party but neither party is obligated to execute a COR. No COR shall become effective unless and until it is signed by an authorized signatory of both Parties.

7.3. Billing

General Networks will invoice monthly. Our consultants record their time and expenses via POST, a Web time and billing application. These entries provide the official record for our time and materials billings.

Each invoice will include a budget report that lists the amount spent to date, the total budget, and amount remaining, as well as an activity detail report that describes the date of service, resource, service task performed, and cost. Invoices are payable Net 30 days from date of invoice.

8. PROJECT RESOURCE REQUIREMENTS

Table 3 – Project Management Responsibilities

Project management roles and responsibilities are described in the following table. X – Primary Responsible Party

TASK	LVVWD	GENERAL NETWORKS
SOW – Describes tasks and responsibilities for each phase (design, development, testing, implementation, deployment, etc.). The first version is published by General Networks. General Networks maintains the document and publishes it as required to stay current, and at the beginning of each phase.		X
Gantt Chart / Schedule Spreadsheet – The project schedule is updated and published bi-weekly.		X
Schedule/Coordinate Resources – LVVWD schedules and coordinates LVVWD participants meetings, facilities, equipment, infrastructure configuration, testing, pilot testing, training, support, and rollout. General Networks schedules its consultants.	X	
Issue Management – General Networks and LVVWD IT staff enter user and technical issues into the Post-IT issue tracking system or LVVWD's issue-tracking database. General Networks and LVVWD track and report on the progress of issues at weekly conference calls.		X
Change Management – General Networks identifies out-of-scope issues and processes requests for estimates, memoranda of approved changes, and change orders.		X
Project Management Documentation – LVVWD prepares and disseminates project announcements, scheduling, and other memoranda to staff and consultants.	X	
Acceptance – LVVWD provides a timely review and approval process in response to project deliverables and milestones, including design specification, pilot, and training curricula and documentation.	X	

ATLAS project:

- Representative users of ATLAS who will be interviewed during the pilots and departmental engagement phase, including business process owners, records managers, active users, occasional users, and IT staff.

- The same representative users to participate in design/prototype review meetings during the departmental onboarding phase.
- A small group of users from the selected pilot department will be trained on the deployed solution and perform user acceptance testing.
- IT staff to i) consult with project team on architecture, IT policies, application integration, project planning, and resource scheduling; ii) install and configure server and workstation platforms; iii) configure and optimize network infrastructure; iv) troubleshoot infrastructure problems; v) provide General Networks consultants and project team with local and remote access to ATLAS and related components as necessary and as agreed to by the parties.
- IG staff to i) consult with project team on information governance policies, retention schedule, project planning, change management, and resource scheduling; ii) participate in information governance related project activities, including the configuration of record classifications, retention schedules, and disposition workflows; iii) attend training classes.
- Meeting rooms with projector for project and design/prototype review meetings (for onsite meetings) and Teams for remote sessions.
- Computers for General Networks' consultants (as needed).
- Managers/supervisors/staff to i) consult with the project team on requirements and design issues, project planning, and resource scheduling; ii) facilitate availability of LVVWD resources; iii) conduct document / system reviews on schedule (including required application updates/upgrades per the vendor's recommendations); iv) obtain timely sign-off on deliverables and acceptance; and v) attend project meetings on time.

9. PROPOSED PROJECT TEAM

Table 4 – Key Project Resource

Name	Role	Billing Rate	Discount Rate	Years of ECM Experience	Years of IT Experience
Diana Chen	Content Strategist & Key Personnel	258.68	220	10	22
Taha Khodr	Architect / Technical Lead & Key Personnel	258.68	220	20	28
Cynthia Lodyga	Project Manager & Key Personnel	230.96	190	14	18
Paul Serrate	Sr. Solutions Consultant / Developer	230.96	190	12	19
Robert Freeman	Sr. Solutions Consultant / Developer	203.25	190	12	22
Antoine Ibrahim	Solutions Consultant / Developer	203.25	190	4	6

9.1.Rates Changes

Rate increase will not exceed 3% over a span of 12 months and increase must be approved by LVVWD in writing.

9.2.Key Personnel

General Networks and LVVWD may identify Contractor personnel as key personnel in this SOW ("Key Personnel"). Except as a result of any Key Personnel's sickness, death, or voluntary cessation of employment or engagement with General Networks, or as otherwise permitted in this Agreement, General Networks shall not, without LVVWD's prior written consent, reassign or replace such Key Personnel

until the Services to which such Key Personnel has been assigned are completed in accordance with the terms of this SOW. For the purposes of this SOW and as it may be amended by the parties, the LVVWD and General Networks initially agree to identify **Diana Chen, Taha Khodr, and Cynthia Lodyga** as Key Personnel within the meaning of this section.

In the event of the departure of any Key Personnel, within thirty (30) calendar days of such departure, General Networks shall provide a replacement individual of comparable skills, knowledge, training, and experience to perform the work for compensation that is equal to or less than the rate of the individual being replaced, which appointment is subject to approval in writing by LVVWD. General Networks shall ensure a smooth transition between the departing and newly assigned individuals at no additional cost to LVVWD, which transition must include the provision of knowledge transfer documentation, and, if possible, cooperation between the former and newly-assigned individuals.

10. ROLES AND RESPONSIBILITIES

General Networks proposal is based upon the following division of roles and responsibilities:

1. LVVWD will provide the following resources:
 - Project Manager: Responsible for overall project management and reporting. Our project manager will report to the LVVWD delivery manager.
 - IG and Subject Matter Experts (SMEs): SMEs and/or Content Managers.
2. General Networks will collaborate to schedule meetings and coordinate tasks, priorities, and resource requirements with LVVWD.
3. Some factors at LVVWD outside of General Networks' control that may delay the project, including availability of LVVWD participants to attend conference calls and meetings, contention on resources with other on-going projects, the length of time for LVVWD to review deliverables/milestones, and a slow on-boarding process. In such an instance, General Networks will provide an explanation of any resulting delay in writing to LVVWD's assigned Project Manager.
4. The requirements and scope of this project are subject to reprioritization. Should any changes, additions or cancellations of any requirements occur, General Networks will submit any necessary change orders to LVVWD's assigned Project Manager.

10.1. Team Structure

- General Networks will assign Cynthia Lodyga as Project Manager who will be responsible for the following:
 - Report to LVVWD's Project Manager.
 - Manage the deliverables process.
 - Manage General Networks' budget, tasks, milestones risks, issues, and resources.
 - Provide status reports.
 - Attend status meetings.
 - Hold status/coordination meetings with representatives and key stakeholders.
 - Coordinate with Information Governance through each step of the project.
- General Networks will assign Taha Khodr as Architect/Technical Lead who will be responsible for the overall technical solution.
- General Networks will assign senior consultants as SMEs, who will report to the project lead and will be responsible for drafting recommendation reports.
- General Networks will assign Diana Chen as engagement manager who will act as a point of escalation on the project.

11. PROJECT ASSUMPTIONS

We have identified the following assumptions for this project in Table 8.

Table 5 – Project Assumptions

ASSUMPTIONS
1. The proposed solution is based on utilization of the District's Microsoft 365 E5 tenant as the content services platform.
2. General Networks is not responsible for fixing errors in the software manufactured by Microsoft, nor other third-party application software ("Third-Party Software") that is used by LVVWD. Any defects in materials and workmanship in the hardware, cloud, and network infrastructure, and/or Third-Party Software furnished to or by LVVWD are covered only by and to the extent of the said hardware, cloud and network infrastructure, and/or software's manufacturer's warranties, and not by General Networks, who disclaims and makes no warranty whatsoever with respect to any such defects.
3. General Networks will act as the primary project manager of a core team consisting of the core GNC team and LVVWD to ensure the successful implementation of the project. However, General Networks cannot be responsible for third party performance. General Networks will escalate any issue to the core team of LVVWD to ensure timely escalation and issue resolution with any third-party vendor should it be necessary.
4. LVVWD will assign IT staff to provide Level I support to users of the system by the time it goes live. General Networks will provide Level II support and mentoring.
5. General Networks is cognizant of the 4x10 schedule adhered to by LVVWD staff and will accommodate this work schedule both in the delivery of professional services and Level II support.

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EXHIBIT B

TRAVEL EXPENSE REIMBURSEMENT POLICY

PROVIDER will bill all such expenses to DISTRICT at cost without markup. PROVIDER 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 PROVIDER for any travel time charges. DISTRICT reserves the right to approve all travel plans and expected costs prior to trips.

DISTRICT shall reimburse PROVIDER 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:

- a) Lowest Fare Routing: Air travel should be in economy (coach) class and booked and expensed at the lowest available airfare.
- b) Flight Changes: Any changes to flight reservations which result in an additional cost must be pre-approved by District/Authority.
- c) 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:

- a) Hotel Selection: PROVIDER shall invoice DISTRICT using the GSA Lodging Rate. Higher rates must be pre-approved by DISTRICT. If PROVIDER 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.
- b) 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:

- a) 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.
- b) 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.
- c) Mileage: PROVIDER 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. PROVIDER 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:

- a) 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.
- b) Long-distance telephone calls from hotel related to DISTRICT business are reimbursable.
- c) Internet connection fees if required for DISTRICT business are reimbursable.

5) TIPS:

- a) Tips of any nature are not reimbursable.

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

September 6, 2022

Subject:

Business Impact Statement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors determine that proposed changes to the District's Service Rules on golf course water budgets are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed changes on October 4, 2022.

Fiscal Impact:

None by approval of the above recommendation.

Background:

As water supplies throughout the Colorado River Basin continue to suffer from the effects of poor hydrology and climate change, additional and increased water conservation efforts are required to help protect critical water levels at Lake Mead. In December 2021, the Southern Nevada Water Authority (SNWA) Board of Directors approved a new water conservation goal of 86 gallons per capita per day by 2035. The SNWA Board also approved the 2021 Water Resource Plan, which identified key actions that will help meet that goal when implemented. Among these key actions is the reduction of golf course water budgets.

Existing municipal codes and utility service rules allow for golf courses to use up to 6.3 acre-feet of water per irrigated acre per year (AFY) before being subject to surcharges. In May 2022, the SNWA Board approved a resolution that, when implemented by the SNWA's purveyor members, will reduce golf course water budgets to 4.0 AFY per irrigated acre, saving an estimated 2,586 acre-feet per year (842.6 million gallons) by 2035. Accordingly, the District is proposing changes to its Service Rules that, if approved, will reduce golf course water budgets from 6.3 AFY per irrigated acre to 4.0 AFY per irrigated acre for all golf courses within its service area that use Colorado River water, effective January 1, 2024.

On August 1, 2022, notice of the proposed changes to the District's Service Rules was provided to approximately 70 local trade associations, interested parties and golf courses within the District's service area. A legal notice was also published in the *Las Vegas Review-Journal* on August 3, 2022. The comment period ran through August 24, 2022. The comments received in response to this notification, as well as anticipated impacts to businesses, are summarized within the attached Business Impact Statement (BIS).

Based on the evaluation of public comments received during the BIS comment period, staff recommends that the Board find that the proposed changes to the District's Service Rules on golf course water budgets are not likely to impose a direct and significant economic burden upon a business, or directly restrict the formation, operation or expansion of a business. Staff further recommends that the Board approve the attached BIS and direct staff to set a public hearing for October 4, 2022, at 9:00 a.m. at the Clark County Government Center, Commission Chambers, 500 S. Grand Central Parkway, Las Vegas, Nevada, to consider and adopt proposed changes to the District's Service Rules. The District's Service Rules already prohibit water service to new golf courses.

This action is authorized pursuant to NRS 237.030 through 237.150, and Sections 9(1), 9.2 and 16 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: Business Impact Statement

AGENDA
ITEM #

9

BUSINESS IMPACT STATEMENT

Las Vegas Valley Water District

Summary of the potential business impacts of a proposed Service Rule change reducing golf course water budgets.

EXECUTIVE SUMMARY

The Las Vegas Valley Water District (LVVWD or District) is responsible for ensuring a reliable water supply for more than 1.5 million customers in Clark County, Nevada. Ninety percent of Southern Nevada's water comes from the Colorado River, and since 2000, the Colorado River Basin has been experiencing severe drought conditions. Conservation is one of Southern Nevada's most critical water initiatives, as it reduces existing and future demands and extends available water supplies.

In December 2021, the Southern Nevada Water Authority (SNWA) Board of Directors approved a new water conservation goal of 86 gallons per capita per day (GPCD) by 2035, as well as the 2021 Water Resource Plan, which identified key actions that will help meet the 86 GPCD goal when implemented. Among these actions is the reduction of golf course water budgets. Existing municipal codes and utility service rules allow for golf courses to use up to 6.3 acre-feet per year (AFY) per irrigated acre before they are subject to surcharges. In May 2022, the SNWA Board approved a resolution that, when implemented by the SNWA's purveyor members, will reduce golf course water budgets to 4.0 AFY per irrigated acre, saving an estimated 2,586 acre-feet per year (842.6 million gallons) by 2035.

Accordingly, the District is proposing changes to its Service Rules that, if approved, will reduce golf course water budgets from 6.3 AFY per irrigated acre to 4.0 AFY per irrigated acre for all golf courses within its service area that use Colorado River water, effective January 1, 2024. This proposed rule will only apply to existing golf courses. The LVVWD does not serve any new golf courses as of November 2, 2021.

THE BUSINESS IMPACT STATEMENT

This Business Impact Statement (BIS) was prepared in accordance with Nevada law (NRS 237.030 to 237.150), which requires local governments to solicit the input of businesses and trade associations and evaluate whether certain proposed rules are likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business. This BIS will be considered by the LVVWD Board of Directors (Board) at its September 6, 2022 meeting and, if approved, the proposed rule will be considered for adoption at the Board's October 4, 2022 meeting.

A. A description of the manner in which comment was solicited from affected businesses, a summary of their responses, and an explanation of the manner in which other interested persons may obtain a copy of the summary:

Pursuant to NRS 237.080, the LVVWD sent notices to approximately 70 local trade associations, interested parties and golf courses within the District's service area, published a public notice of the proposed golf course water budget reduction in the *Las Vegas Review-Journal* on August 3, 2022, and collected comments through August 24, 2022. Interested persons were able to provide comments to LVVWD via telephone, mail and email.

On August 10, 2022, the SNWA and the District hosted a meeting for golf course superintendents where the proposed new water budget and the process for adopting it, including relevant dates, were discussed.

During the public comment period, three responses were received. While not within the LVVWD service area, both DragonRidge Country Club and Anthem Country Club voiced opposition of the proposed water budget reduction citing an economic burden on their businesses. LVVWD customer, Southern Highlands Golf Club, responded that the proposed reduction would have an economic burden on its business and requested an extension to respond to this BIS to November 1, 2022. Additional details regarding the public comment received can be found in the document's appendix below. Interested persons may obtain a copy of this BIS, including the foregoing summary of comments, by emailing jason.bailey@lvvwd.com.

B. The estimated economic effect of the proposed rule on the businesses which it is to regulate, including, without limitation: both adverse and beneficial effects, and both direct and indirect effects:

In an effort to protect Lake Mead water levels, business and industries across Southern Nevada are being asked to reduce water uses. Many golf courses are already operating at or below the proposed new water budget, and therefore, no economic effects are anticipated on those courses.

Potential economic effects on golf courses operating above the proposed new water budget are as follows:

Adverse Effect	Less budgeted water per irrigated acre may affect how a golf course maintains its turf grass or operates its business to keep the course at a standard where customers will continue to patronize its business.
Adverse Effect	For those courses that are using water significantly above the new proposed threshold, they will have to alter the way they manage their course to ultimately reduce water use or face surcharges. This may require some capital investments, such as turf conversions or installing new turf species, pond linings or smarter irrigation controls.
Adverse Effect	The strategies a course employs to reduce water use may affect specific holes or the course in its entirety and may require temporarily taking the course offline while major improvements are made, such as turf conversions or changing the turf species.
Beneficial Effect	A lower water budget will help impacted businesses save on water bills.
Beneficial Effect	Implementation of the reduced water budget is estimated to save Southern Nevada 842.6 million gallons of water by 2035.
Indirect Effect	Golf courses may pass potential increased costs attributable to surcharges or course and/or operations adjustments on to their customers through tee or membership fees.
Direct Effect	Some golf courses will have to change existing course maintenance and/or business operations, activities and processes.

C. A description of the methods that the governing body of the local government or its designee considered to reduce the impact of the proposed rule on businesses and a statement regarding whether the governing body or its designee actually used any of those methods:

Following the SNWA Board meeting where some golf course superintendents expressed concern about the proposed water budget reduction and its implementation, the District considered moving the effective date of

the proposed rule one year from the initial targeted date to allow time for course managers to implement the changes necessary to avoid surcharges under the proposed rule. The District used this method to reduce business impacts, and the proposed rule will now be effective January 1, 2024, if approved.

The SNWA also maintains several water conservation rebate programs that may reduce the impact of the proposed rule on businesses. These programs include the provision of rebate dollars for turf conversions, the installation of pond lining and water smart irrigation controllers, and other water saving activities. Courses could reduce the fiscal impacts of the proposed rule should they take advantage of these programs.

D. The estimated cost to the local government for enforcement of the proposed rule:

The proposed water budget adjustment will not result in material administrative costs to enforce or implement.

E. If the proposed rule provides a new fee or increases an existing fee, the total annual amount the local government expects to collect and the manner in which the money will be used:

The proposed water budget adjustment will not create a new fee or increase an existing fee; rather, the existing surcharge will be assessed if water is used in excess of the new proposed water budget.

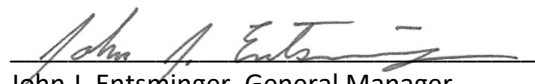
F. If the proposed rule includes provisions which duplicate or are more stringent than federal, state, or local standards regulating the same activity, an explanation of why such duplicative or more stringent provisions are necessary:

The proposed rule is not duplicative of or more stringent than any other applicable standards regulating the same activity. Rather, the proposed rule makes the existing golf course water budget under the District's Service Rules more stringent. A more stringent water budget is necessary to meet the SNWA's water conservation goal. Golf courses represent a large consumptive use of water in the community, and reducing water use among all types of consumptive uses is critical to meet the SNWA's conservation goal.

G. The reason for the conclusions regarding the impact of the proposed rule on businesses:

The proposed rule is not likely to impose a direct and significant economic burden upon a business, or restrict the formation, operation or expansion of a business. Many golf courses are already using an amount of water equal to, or near, the new proposed water budget of 4.0 AFY per irrigated acre. And, for the golf courses that will have to reduce their water use to comply with the proposed rule, the SNWA offers rebate programs to help offset the costs of some water-saving capital investments, such as turf conversions and the installation of pond linings and water smart irrigation controllers. Moreover, affected courses will have over a year to prepare for and mitigate compliance costs because the proposed rule will not go into effect until January 1, 2024, if adopted. Lastly, the proposed rule will not impede the formation of a business, as it applies only to existing golf courses. The LVVWD does not serve new golf courses as of November 2, 2021.

I certify that to the best of my knowledge or belief, the information contained in this statement was prepared properly and is accurate.


John J. Entsminger, General Manager

APPENDIX

COMMENTS RECEIVED DURING PUBLISHED BUSINESS IMPACT STATEMENT COMMENT PERIOD

BIS comment from DragonRidge Country Club



August 19, 2022

Dear Mayor and Council Members:

As you know, I have spent most of my adult life developing master planned residential communities in the City of Henderson. Communities that I am very proud of, and the City of Henderson can be proud of. Communities that range from senior oriented to the most exclusive, high-end residential properties in the Las Vegas valley. Those communities have also been instrumental in significantly increasing Henderson's tax base, allowing Henderson to expand its services and amenities, and helping to make Henderson the best city in the Las Vegas valley.

I am writing this letter to you because one of those communities, MacDonald Highlands, the crown jewel of all the communities I have worked so long and hard to develop, is under an existential threat. That threat comes in the form of the Southern Nevada Water Authority's ("SNWA") recently announced plan to categorically reduce annual water consumption on all golf courses in the Las Vegas Valley (the "Valley") to a maximum of 4.0-acre feet per irrigated acre annually, regardless of their respective size or circumstances (the "SNWA Proposal"). It is now my understanding that Henderson is considering following

BIS comment from DragonRidge Country Club

SNWA Proposal to reduce all Henderson golf course annual water allotments to 4.0-acre feet.

As you know, the MacDonald Highlands residential community was built around the DragonRidge Golf Course ("DragonRidge"), and DragonRidge continues to be one of the primary drivers of lot sales in the MacDonald Highlands development, where approximately \$100,000,000 in lots are still available for sale. Any threat to the viability of DragonRidge is also a direct threat to the sale of the unsold lots and economic viability of MacDonald Highlands' future development.

I understand the stated purpose of the SNWA Proposal is to further reduce water usage in the valley as part of the effort to mitigate the impact of on-going drought. While I have always been a proponent of water conservation, and specifically built DragonRidge with water conservation in mind years before water conservation was at the forefront, I am alarmed by the drastic measures being proposed by the SNWA and the dire effect it will have on DragonRidge.

As you may or may not be aware, DragonRidge has already done what it can to conserve water without dramatically effecting the quality and playability of the course. It has consistently used less water than the 6.3-acre feet per irrigated acre annually that is currently allowed. In 2021, a year in which the valley

BIS comment from DragonRidge Country Club

received one of the lowest levels of rainfall on record, the golf course at DragonRidge still only used 5.5-acre feet per irrigated acre, well below the current limit. The purpose of this letter is to set forth DragonRidge's and MacDonald Highland's response and objection to the SNWA Proposal and the potential unilateral adoption of the same without consideration and modification, as is appropriate and necessary, based on the unique circumstances and characteristics of the affected golf courses and the surrounding residential communities, specifically including DragonRidge and MacDonald Highlands.

As a preliminary matter, any consideration of changing current allotments to existing golf courses should take into consideration any efforts already being made to mitigate water usage. In the case of DragonRidge, those mitigation efforts already in place are as follows:

1. DragonRidge is a target golf course where the design of the course already greatly reduces the area of watered turf. Further reduction of turf will have a significant adverse effect on the design, quality and aesthetics of this championship, award-winning golf course.
2. DragonRidge was designed from the outset to mitigate water usage by spending millions of dollars to install a water delivery system where 88% of the water used is reclaimed water.

BIS comment from DragonRidge Country Club

3. DragonRidge is already well below the current maximum allowed allotment for golf courses at approximately 5.5-acre feet during the last year.

With the above points in mind, I understand that in May 2022, the SNWA approved a resolution for the reduction of golf course water budgets from 6.3- to 4.0-acre feet and that the Las Vegas Valley Water District (“LVVWD”) has issued a notice for possible adoption. The LVVWD provided notice of implementation under NRS 237.080 and requested that stakeholders, such as DragonRidge and MacDonald Highlands, provide responses to two questions related to the anticipated impact the Proposal would have on them. Those questions are:

1. Will the proposed changes impose a direct and significant economic burden upon your business? If you believe these changes do, please be specific as to why the change imposes such a burden.
2. Will the proposed changes directly restrict the formation, operation or expansion of your business? If you believe these changes do, please be specific as to how and why the change imposes such a burden.

I anticipate that Henderson will have similar concerns relating to the impact on stakeholders, and will invite responses similar to the questions above. In anticipation that Henderson would want to understand the economic and

BIS comment from DragonRidge Country Club

operational impact on DragonRidge and the MacDonald Highlands community, I am providing the following information:

Economic Burden and Impact on Future Operation of DragonRidge

First and foremost, such a drastic reduction in water for the golf course at DragonRidge would eliminate DragonRidge's ability to operate its golf course as currently designed. Creating a rigid one-size-fits-all rule like the one in the SNWA Proposal would mean that DragonRidge would have one of two choices, either shut down or dramatically redesign and re-landscape the golf course.

With respect to redesign and re-landscaping, I believe that such a drastic redesign of the golf course would have a devastating effect on membership and play, potentially putting the golf course out of business. DragonRidge, while a target golf course, was designed to solicit the highest level of golf enthusiast, willing to pay top dollar membership and greens fees that only the top-quality golf courses can command. Further reducing turf areas on this target course, and requiring other changes such as switching to far less attractive and playable drought resistant grass alternatives would very likely result in significant loss of members and greens fees, again putting the future economic viability of the golf course in question. Furthermore, the cost of redesigning and regrassing the golf course to warm season turf, as would be required to comply with the SNWA

BIS comment from DragonRidge Country Club

Proposal, is estimated to cost millions of dollars, which DragonRidge does not have the funds to do.

Economic Burden and Impact on Future Operation of MacDonald Highlands

MacDonald Highlands includes some of the most expensive real estate in the valley. The surrounding community is found within the seventh highest income zip code in the country. Owners within MacDonald Highlands have purchased lots worth hundreds of millions of dollars, in significant part because it is a golf course community with a championship golf course. Forcing DragonRidge to reduce the quality of the course or eliminate the course altogether, will have a catastrophically detrimental impact to the value of the existing home owners, people who paid premium prices in the belief that the high standards and quality of DragonRidge would continue into the future.

Furthermore, MacDonald Highlands still has over \$100,000,000 in lot inventory. Severely compromising DragonRidge's standards and quality by dramatically reducing its water allotment will have a devastating effect on the value of those lots. Should Henderson wholesale adopt the SNWA Proposal, thereby either forcing DragonRidge out of business, or so compromising the standards and quality of the golf course that sales of the remaining lots are

BIS comment from DragonRidge Country Club

adversely affected, it may force me to seek compensation from Henderson as a regulatory taking.

Inequitable Application of Water Conservation Efforts

I am also concerned that the SNWA Proposal clearly does not take into account that the golf courses are not all the same and many have not made the same efforts to conserve water, as has DragonRidge. The point being, the SNWA Proposal appears to arbitrarily and capriciously apply its restrictions without regard to the type of course, whether reclaimed water is being utilized, or other efforts being made to conserve water, and effects it will have on the surrounding communities.

SNWA's Proposal to reduce the amount of water used by all golf courses from 6.3-acre feet per irrigated acre to 4.0-acre feet per irrigated acre is *inequitable* for other reasons as well, including the fact that some courses are public while others are private. Some spend more on the quality of the landscaping for the benefit of a gated community while others spend less in order to appeal to a larger group of players. The kind of plants and turf used affect the quality of play and the desirability of players to pay the green fees. Some courses are shorter, like executive courses. Some courses have wall-to-wall turf, while

BIS comment from DragonRidge Country Club

others, like DragonRidge, have created a target golf course and have already eliminated excess turf. These are just to name a few.

Yet, despite the vast differences, SNWA has apparently determined that the “average” course uses 4.1-acre feet per year and, thus determined, *all* courses must now use less than 4.0-acre feet of water. For those courses that may either care less about the golf experience they provide or not be catering to golfing clientele that is seeking a high-quality golf experience, reducing the amount of water will likely not be a problem. In fact, those courses likely already use less than 4.0-acre feet of water per year. For other courses, however, it could be the death knell and it is inevitable that some courses will go out of business. That is my great concern for DragonRidge, and the cascading detrimental effect on the current owners of lots in MacDonald Highlands, and on future lot sales.

Finally, it appears that the SNWA Proposal does not take into account those golf courses that use reclaimed water. As mentioned above, I invested millions of dollars in creating a course that can irrigate with reclaimed water, with the result that 88% of the water used at DragonRidge is reclaimed. Some credit must be given to those golf courses that utilize reclaimed water, taking into account the fact that this water has already been used once. Otherwise, there is no point in

BIS comment from DragonRidge Country Club

using reclaimed water in the first place. Certainly, some credit is appropriate and necessary when calculating the 4.0-acre feet allotment. I would urge Henderson to provide at least a 50% credit for those courses that utilize recycled water in the calculation of the annual allowed allotment within Henderson. I also strongly recommend that Henderson create a study group which includes golf course representatives to address these many concerns before such a momentous decision is made so the City Council can be fully informed of all alternatives, options and all potential consequences, both intended and unintended.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rich MacDonald', written over a horizontal line.

Rich MacDonald



The following questions were asked by SNWA as it relates to the proposed resolution of reducing golf course irrigation usage from 6.3 acre feet/acre/year to 4.0 acre feet/acre/year.

1. Will the proposed changes impose a direct and significant economic burden upon your business? If you believe these changes do, please be specific as to why.

Economic burden on our business? Yes!

We have been proactively preparing for future water restrictions since 2018. We replaced the liner in the main irrigation pond (220K), added a new and more effective irrigation system (\$4m), non-functional turf transitions (\$370k) and moving away from over-seeding fairways (\$1.6m) has cost the club and its members over \$6m. These projects have been funded through member assessments, added debt on the Club and some operational profits. See detail and history below.

We made the decision this year to take advantage of the already planned closing for a greens renovation to also change the fairway grass to a Hybrid-Bermuda so we could no longer over-seed the fairways in the fall. This is a significant water reduction for the property to get closer to our allotment! Due to timing issues to grow in the new fairways, we had to make a fast decision to move forward and decided to secure a loan to fund the project (\$1.6M). Our main driver in moving forward this summer was the thought of closing our golf course for 3 years in a row in order to achieve the maximum rebates available. A closure of this magnitude would have been detrimental to our Member roster and dues income.

In good economic times like we've experienced over the last several years, a business like ours can absorb some additional costs to our Members without having a declining roster of dues payers. But there are limits and we are concerned we are reaching that threshold with our Members based on current inflation, expected dues increase and an assessment they have participated in this year.

We hope you can appreciate our commitment to the Las Vegas Valley to reduce our water usage going forward but the costs of the transition are becoming a burden on the Club and its Members.

2. Will the proposed changes directly restrict the formation, operation or expansion of your business? If you believe these changes do, please be specific as to why.

The impact of less green space on membership sales and aesthetics of the golf course and areas surrounding the golf course are unknown at this time. The Club has no plans for expansion at this time.

**Business Impact and Commitment Statement
presented by Anthem Country Club**

Anthem Country Club (ACC) first learned of the proposed resolution to reduce golf course irrigation usage from 6.3 AF/A/YR to 4.0 AF/A/YR on May 14th, 2022, which was unanimously approved by the SNWA Board of Directors at the Board meeting on May 19th, 2022. The original date by which this was to take affect was 1/2023, however, the Board, after further consideration, pushed the date to 4/2023. Later, it was pushed again to 1/2024 to better accommodate golf course construction schedules.

We understand the reality that stands before the southwest and gladly desire to link arms with the SNWA and our region to become as efficient in water conservation as we possibly can. ACC members deserve a forward-thinking management team that can ensure their course is available to play through these transitional times despite the reductions. Thus, we began and will continue to take important strides to reduce our water usage property wide, which is seen in the following examples.

Golf Course Irrigation System

ACC was developed and constructed by Del Webb in 1997. Currently, the only member-owned club in Clark County, the membership is responsible for all costs incurred to the club. Due to an aging and highly inefficient irrigation system, we proactively decided to replace the high side (upper 10 holes) of the system in the fall of 2019. In order for us to keep the course in standard operating conditions, it required us to irrigate up to 1.5M gallons each night in the summer months. The project, geared to improve the efficiency and utilization of water as well as course conditions, came at a cost of \$3.9M resulting in debt incurred by the members. The upside to this investment, was an averaged water savings of 300,000 gallons each night during the summer months. But, ACC still has to complete 8 holes. In order to be equally efficient, we must complete the other half of this irrigation system which will cost the club a minimum of \$3M.

BIS comment from Anthem Country Club



The above picture is representation of the effectiveness of this project. The left was from the summer of 2019 and the right was the summer of 2020.

South-end Driving Range Artificial Tee Boxes



Continuing to be good water stewards, we removed non-functional turf at the south range and added artificial turf tee boxes offering members an alternative surface. Based on the final site review by the SNWA's WET program, our property will achieve a total estimated annual water savings of 131,035 gallons just in this area alone.

BIS comment from Anthem Country Club

Non-Functional Turf Removal

In addition to the water restrictions proposed for golf courses, we were also informed that all non-functional turf must be removed by December 31, 2026. ACC golf club has over 43,560 sq ft of non-functional turf to remove, which will come at a minimum cost of over \$6.00/sq ft. Additionally, with the current rebate program offering \$1.50/sq ft, this project will cost the club close to \$200,000.

In the late summer of 2021, ACC removed a considerable amount of grass and heavy landscaping from the Club's front entrance and replaced it with beautifully drip-irrigated plants and artificial turf.



Front Entrance Circle – artificial turf

In March, 2022, we removed over 11,000 sq ft of turf at our pool complex and replaced it with artificial turf at a cost to the Club of over \$65,000 net after the WET incentive.



Volleyball Court in Pool Complex



Replaced with artificial turf

BIS comment from Anthem Country Club

From the pool, we moved to the Court Complex and Playground area where we were able to remove over 14,000 sq. ft. of turf combined throughout that area while still maintaining a landscape pallet attractive for the Club yet functional and in compliance.



Tennis Court Complex



New Pickleball Courts

ACC has recently signed an agreement to remove additional turf at our Fitness Center complex and replace with a similar look to the front entrance of the main clubhouse. This work will begin next month and will be completed by mid-November at a cost of \$146,000.

New Greens Renovation Project

ACC engaged in a contract to renovate all 18 golf course greens plus the practice greens for a cost of \$3M. This project began June 1st and required a complete build-out with new greens' complex irrigation loops and Bermuda surrounds which will require less watering as well.

Conversion to Warm-Season Turf

ACC first learned of the proposed resolution to reduce golf course irrigation May 14th, 2022, which was unanimously approved at the May 19th, 2022, SNWA Board Meeting. Although the individual municipalities still must vote to approve, our team immediately began to discuss options and timelines in order to meet these looming changes. Every analysis/scenario came back to the same conclusion: we must convert the fairways from perennial ryegrass (cool-season) to bermudagrass (warm-season). Unfortunately, with the short time-frame, the costs were accelerated due to the supply chain and the economy.

BIS comment from Anthem Country Club



What were the impacts of this decision?

The club was set to close for overseeding of fairways on September 1st, 2022, but closed on July 5th, 2022 to allow us to start the fairway project. This meant we would have a total course closure of over 6 months from the originally planned 2 months. Further, the club was forced to incur significant financial risk by “blindly” committing to a non-refundable deposit of \$92,000 which secured the Bermudagrass sod for the fairway conversion. All of this was done well before we could even think of completing this project in a timely fashion.

However, we knew that if faced with the proposed water restrictions in 2023, it would cost the club an additional \$600,000 plus require the course to shut-down again to the members for at least 3 months. This would have a significant impact to our membership counts and dues revenue. Membership dues are the lifeblood of ACC contributing over 61% of our total revenues. The loss of members not only impacts our dues line, but all other ancillary revenues. If we had to shut the course down every year for 3 years in order to perform the necessary maintenance required to obtain the maximum water reductions, only to achieve the maximum allotted rebates, we could possibly experience a loss in revenues of over 20% or more which would destroy our business model. Therefore, the Club elected to incur additional debt of \$2M to cover the cost of the turf conversion.

Additionally, this fairway conversion and the removal of non-functional turf will still not achieve the ultimate goal of 4.0-acre feet as much more work is needed in 2023. Our intent is to convert the perennial rye roughs to Bermudagrass using a sprigging process. Unfortunately, due to financial and time constraints, the Club is unable to complete this portion of the project at this time.

Rebate Structure

The current rebate structure of .50/100,000 sq ft and .25 after up to \$500,000 per year, doesn't allow ACC to come close to recapturing the expense required to meet the new

BIS comment from Anthem Country Club

restrictions. Currently, our fairways and greens surround conversion equates to a total of 1,590,000 sq ft which comes to a rebate of approximately \$406,000. With this current rebate structure, the Club is not financially positioned to hit this unrealistic target by January, 2024.

Golf Course Turf Removal and Conversion

Pertaining to the actual golf course, our course architect carefully assessed and determined areas to remove turf on the golf course which will reduce our irrigation footprint without affecting the integrity of the design. As a result, we have located approximately 10 acres of turf that can be removed and converted to desert. However, asking us to achieve 4.0 acre feet/acre/year in less than 1 year is extremely costly. The economic burden these restrictions place on ACC is hard to measure. By mandating a 1/3 reduction in water consumption for golf courses, instead of a phased approach, significantly impacts our budget and makes it difficult to fund any other projects that might come up.



(Non-functional turf on golf course identified by red markings – yellow indicates off-course non-functional turf)

BIS comment from Anthem Country Club

Current turf conversion requirements

As it stands right now, any turf removal that desires to receive the \$1.50 per SF rebate must replace the turf with 50% plant material plus drip irrigation. While this is very practical for areas around the clubhouse or roadways, it does not make sense on the golf course itself where we are simply extending the desert, which has zero irrigated plant material. Converting these areas would consist of mirroring the already established desert which basically includes creosote shrubs and desert rock. You can probably imagine how odd it would look to have a random, halfmoon shaped extension of the desert into the golf course turf with drip-irrigated plant material. It wouldn't flow at all and in the end, wouldn't save as much water as possible. Creosote only requires minimal watering in the first year and then are purely independent from there. Please consider removing the requirement to have these areas being planted 50%. Not only ACC, but golf courses all over the valley will be much more motivated to make these changes and we will see 100% water savings for these areas.

Summary

Anthem Country Club understands the severity of the drought situation here in Nevada and we're trying to do our part in protecting this valuable resource. Everyone has a responsibility to ensure that water is used with maximum efficiency. We will continue to be good stewards in the community and work together to achieve the maximum results. Contributions through rebates will assist ACC in accomplishing these goals. However, if the water restrictions are lifted and other courses are allowed to go back to regular over-seed practices, ACC will be impacted competitively and negatively because we did the right thing.

BIS comment from Southern Highlands Golf Club

Las Vegas Valley Water District
Attention: Jason Bailey
1001 S. Valley View Boulevard, M/S #760
Las Vegas, NV 89153

August 24, 2022

RE: NOTICE OF PROPOSED CHANGES TO GOLF COURSE WATER BUDGETS FOR LAS VEGAS VALLEY WATER DISTRICT CUSTOMERS

Mr. Bailey,

Please accept this letter as our initial response to the requested information required to meet NRS 237.080 related to business impacts from the notice sent via email on August 1, 2022 with an August 24, 2022 deadline.

First and foremost, we understand that every member of this community needs to contribute, participate, and take action to conserve water given the historic drought conditions within the Las Vegas Valley and throughout the Desert Southwest. The Southern Highlands Golf Club (SHGC) will be engaged and active participants using best practices related to irrigation and conservation methods, while attempting to maintain the level of excellence provided by the nationally recognized golf club. SHGC respectfully requests an extension until November 1, 2022 to have meaningful discussions with other industry members and present the most detailed and accurate information possible as it relates to golf courses, their role in the Las Vegas Valley, and the importance and responsibilities they share in the necessary conservation measures. Applied Analysis has been engaged to support the analysis. Past analysis has revealed the golf industry provides approximately \$2 billion in economic impact.

The requested reduction in allocation from 6.3 acre-feet/irrigated acre of turf to 4.0 acre-feet/irrigated will result in a tremendous economic impact not only to the golf course and its membership, but also the entire 2,700 acres of the Southern Highlands Community. Most impacted will be the property values of the homes immediately adjacent to the golf course. This impact could be in the hundreds of millions of dollars.

It is my understanding the requested extension to November 1, 2022 has been countered by John Entsminger (through one of the Southern Nevada Water Authority SNWA board members) with a 30 day extension. An extension to November 1, 2022 is still requested given the three months SNWA staff required to publish the Business Impact Statement, while only affording the Industry three weeks to respond. In light of the implementation date for the conservation measures being extended from January 2023 to January 2024, and along with the SNWA Board member direction to ensure engagement with the industry, this extension request does not seem unreasonable. In fact, it seems fair and equitable. SHGC would like the opportunity to discuss the request with the SNWA Board of Directors.

BIS comment from Southern Highlands Golf Club

SHGC is presently actively investigating conservation measures to reduce consumption of water and remains committed to working with the SNWA Board and staff to help meet the desired goal. SHGC looks forward to ongoing discussion and I am personally available at your convenience.

Jason Cheney

General Manager – SHGC

CC: SNWA Board Members

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 6, 2022

Subject:

Business Impact Statement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors determine that proposed changes to the District's Service Rules on Ornamental Water Features are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; and consider and approve the attached Business Impact Statement.

Fiscal Impact:

None by approval of the above recommendation.

Background:

As water supplies throughout the Colorado River Basin continue to suffer from the effects of poor hydrology and climate change, additional and increased water conservation efforts are required to help protect critical water levels at Lake Mead. While the District's current Service Rules largely prohibit water service to new Ornamental Water Features such as fountains, new Ornamental Water Features are still permitted at Resort Hotels, contingent upon the property satisfying certain abatement requirements.

Due to ongoing drought conditions and the severity of declining water levels at Lake Mead, staff is proposing removing the Resort Hotel abatement language from the District's Service Rules and prohibiting water service to all new fountains and other Ornamental Water Features, except under specific circumstances.

On August 1, 2022, notice of these proposed changes was provided to approximately 70 local trade associations, interested parties and resorts. Notice was also posted in the *Las Vegas Review-Journal* on August 3, 2022. The comment period ran through August 24, 2022. The comments received in response to this notification, as well as anticipated impacts to businesses, are summarized within the attached Business Impact Statement (BIS).

Based on the evaluation of public comments received during the BIS comment period, staff recommends that the Board find that the proposed changes to the District's Service Rules on Ornamental Water Features are not likely to impose a direct and significant economic burden upon a business, or directly restrict the formation, operation or expansion of a business. Staff further recommends that the Board approve the attached BIS. If the BIS is approved, the Board will be asked to consider and adopt the proposed changes to the District's Service Rules on Ornamental Water Features at its October 4, 2022, meeting, and the changes would be effective upon adoption.

This action is authorized pursuant to NRS 237.030 through 237.150 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.

JJE:CNP:AMB:KH:jb

Attachments: Business Impact Statement

AGENDA
ITEM #

10

BUSINESS IMPACT STATEMENT

LAS VEGAS VALLEY WATER DISTRICT

Summary of the potential business impacts of a proposed change to Service Rules on ornamental water features.

EXECUTIVE SUMMARY

As poor hydrology and climate change plague the Colorado River Basin, water levels at Lake Mead continue to approach critically low levels. To mitigate these impacts, additional community efforts to decrease consumptive water use are necessary. To that end, the Las Vegas Valley Water District (District) is proposing changes to its Service Rules regarding ornamental water features to further increase water conservation.

The District's Service Rules currently prohibit water service to new fountains and other new Ornamental Water Features with several exceptions, including for Resort-Hotels if the property satisfies certain abatement requirements.

The District proposes removing the Resort-Hotel abatement exception and prohibiting service to all new fountains and Ornamental Water Features, except under the following conditions:

1. The water feature is located entirely indoors, or
2. The water feature is supplied exclusively by privately-owned water rights, or
3. The water feature is less than 10 square feet and is located at a single-family residence.

THE BUSINESS IMPACT STATEMENT

This Business Impact Statement (BIS) was prepared in accordance with Nevada law (NRS 237.030 to 237.150), which requires local governments to solicit the input of businesses and trade associations and evaluate whether certain proposed rules are likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business. This BIS will be considered by the LVVWD Board of Directors (Board) at its September 6, 2022 meeting and, if approved, the proposed rule will be considered for adoption at the Board's October 4, 2022 meeting.

A. A description of the manner in which comment was solicited from affected businesses, a summary of their responses, and an explanation of the manner in which other interested persons may obtain a copy of the summary:

The District solicited public input regarding these proposed changes in accordance with NRS 237.080. A notice of the proposed changes was posted in the *Las Vegas Review-Journal* on August 3, 2022; notices were sent to more than 70 businesses and associations, including directly to the Nevada Resort Association. Information about the proposed rule change was also posted on the District's website. Comments were collected through August 24, 2022, and interested persons could submit comments to the District via telephone, mail and email.

During the comment period, one comment was received from a homeowner, who was asking for a general clarification on the proposed rule.

To obtain a copy of this document, including the foregoing summary of any responses, please e-mail Jordan.Bunker@lvvwd.com.

B. The estimated economic effect of the proposed rule on the businesses which it is to regulate, including, without limitation: both adverse and beneficial effects, and both direct and indirect effects:

Due to the nature of the proposed changes, an adverse economic impact to businesses is not anticipated; however, other potential effects are as follows:

Adverse Effect	Business owners may need to identify other means of beautifying their properties, as service to new water features will not be permitted.
Beneficial Effect	Without service to new water features, businesses will be using less water and therefore spending less on water bills.
Indirect Effect	An affected business may evaluate its water use and potentially make changes that would result in more efficient water use at existing water features or elsewhere on property.
Direct Effect	By complying with the proposed rule, businesses will support regional conservation efforts by reducing inefficient water uses throughout the community.

C. A description of the methods that the governing body of the local government or its designee considered to reduce the impact of the proposed rule on businesses and a statement regarding whether the governing body or its designee actually used any of those methods:

Methods to reduce economic impacts on businesses were not considered or utilized, as no adverse economic impacts due to the proposed rule were identified. However, the Service Rule on Ornamental Water Features would be simplified by the proposed change. The current abatement exception applies to Resort-Hotels only, and removal of this exception would provide uniform application of the rule regarding Ornamental Water Features to all customers. Community participation in conservation across all sectors is vital to the prosperity and livelihood of Southern Nevada.

D. The estimated cost to the local government for enforcement of the proposed rule:

The proposed rule change will not result in material administrative costs to enforce or implement.

E. If the proposed rule provides a new fee or increases an existing fee, the total annual amount the local government expects to collect and the manner in which the money will be used:

The proposed rule does not provide a new fee or increase an existing fee. However, the current Resort-Hotel abatement exception was estimated to generate approximately \$1.5 million annually, which the LVVWD was to remit to the Southern Nevada Water Authority's water conservation programs. Under the proposed rule that eliminates the Resort-Hotel abatement exception, those abatement funds will no longer be collected.

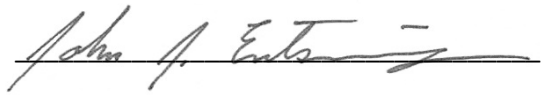
F. If the proposed rule includes provisions that duplicate or are more stringent than federal, state, or local standards regulating the same activity, an explanation of why such duplicative or more stringent provisions are necessary:

Other local standards regulating fountains and other ornamental water features may currently exist, however, those standards do not govern water service to such features. Therefore, the proposed rule is not duplicative of or more stringent than any other applicable standards regulating the same activity. To the extent of any inconsistency, the District is working with relevant jurisdictions to achieve uniformity.

G. The reason for the conclusions regarding the impact of the proposed rule on businesses:

The LVVWD is charged with responsibly maintaining Southern Nevada's water resources and establishing sustainable practices to ensure a reliable water supply for the community today and for the future. The proposed removal of the Resort-Hotel abatement exception to the prohibition on water service to new Ornamental Water Features aligns with LVVWD's efforts to conserve water and should not cause an adverse economic impact on businesses, as they have a multitude of other options for decorating their property that are less costly than a new water feature. Therefore, the proposed rule is not likely to impose a direct and significant economic burden on a business, or restrict the formation, operation or expansion of a business, should it be adopted by the LVVWD Board.

I certify that to the best of my knowledge or belief, the information contained in this statement was prepared properly and is accurate.

A handwritten signature in black ink, reading "John J. Entsminger", written over a horizontal line.

John J. Entsminger, General Manager

APPENDIX

COMMENTS RECEIVED DURING PUBLISHED BUSINESS IMPACT STATEMENT COMMENT PERIOD

COMMENT NO. 1 (RECEIVED VIA PHONE CALL)

From: Robert Ross

Mr. Ross was seeking clarification on the exemption of a small water feature on a single family residential property. Staff explained that by virtue of already existing and being small, it is exempt from this rule.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 6, 2022

Subject:

Business Impact Statement

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors determine that proposed changes to the District's water rates are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed charges for October 4, 2022.

Fiscal Impact:

None by approval of the above recommendation. Approval of rate modifications will be considered at a future meeting.

Background:

As poor hydrology and climate change continue to plague the Colorado River Basin, additional and increased water conservation efforts are required to help protect critical water levels at Lake Mead.

The District is proposing changes to its Service Rules to reduce consumptive water demands among single-family residential customers throughout its service area. If approved, the proposed changes would equalize the water usage tiers within the existing residential water rate structure and also allow the District to assess an Excessive Use Charge to the residential customers with water use in the top 10 percent in the service area.

Tier Equalization: A tier threshold is the amount of water received at a specific rate, and the District maintains a four-tier rate structure where the first tier is designed to be a "lifeline" rate suited for basic human needs and the most affordable rate per thousand gallons, and the fourth tier is largely representative of consumptive water uses at a higher rate. Under the District's current rate structure, customers with larger meters benefit from larger tier thresholds, which permit a larger volume of water through the tier as meter sizes increase. This existing rate structure allows for bill inequities among customers who are using the same amount of water.

By equalizing the tiers, all single-family residential customers, regardless of meter size, will receive the same volume of water in each tier as customers with 5/8-inch meters, ensuring that every residential customer pays the same amount for the water they use. As a result, all residential water meters would be billed for water according to the following tier structure:

Tier	Threshold		Cost per 1,000 gallons
	Daily Usage (gallons)	Monthly Equivalent (30 days)	
1	First 167	5,000 gallons	\$1.40
2	Next 167	5,000 gallons	\$2.50
3	Next 333	10,000 gallons	\$3.71
4	Over 667	20,000 gallons	\$5.51

Excessive Use Charge: To reduce unnecessarily high water use among single-family residential water users, an Excessive Use Charge is proposed to be assessed to residential customers whose water usage exceeds an established monthly water use threshold that varies by season. The proposed thresholds are as follows:

Season	<u>Winter</u> <i>Nov 1 – Feb 28</i>	<u>Spring</u> <i>Mar 1 – Apr 30</i>	<u>Summer</u> <i>May 1 – Aug 31</i>	<u>Fall</u> <i>Sep. 1 – Oct. 31</i>
Excessive Use Threshold	14,000 gallons	16,000 gallons	28,000 gallons	26,000 gallons

If approved, any single-family residential customer that exceeds the excessive use threshold in any given month will be assessed a surcharge of \$9.00 per 1,000 gallons above that threshold volume, in addition to existing normal water rates. These thresholds were set to target the top 10 percent of water users in that month and curb consumptive water use.

Although these rates are only for single-family residential customers, the District opened the proposed changes to a Business Impact Statement (BIS) process. On August 1, 2022, a notice about these proposed changes was provided to approximately 70 local trade associations and interested parties. Notice was also posted in the *Las Vegas Review-Journal* on August 3, 2022. The comment period ran through August 24, 2022. The comments received as a result of this notification, as well as anticipated impacts to businesses, are summarized within the attached BIS.

Based on the evaluation of public comments received during the BIS comment period, staff recommends that the Board find that the proposed changes to the Service Rules present no direct and significant economic burden, or restriction on the formation, operation or expansion of a business, and direct the General Manager to certify the BIS.

This action is authorized pursuant to NRS 237.030 through 237.150 and Sections 9.2 and 16 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:EKB:AMB:KH:jb

Attachments: Business Impact Statement

BUSINESS IMPACT STATEMENT

LAS VEGAS VALLEY WATER DISTRICT

Summary of the potential business impacts of proposed Service Rule changes affecting water rates for single-family residential customers.

EXECUTIVE SUMMARY

As Lake Mead continues to approach critically low water levels, additional efforts to decrease consumptive water use are necessary. As a result, the Las Vegas Valley Water District (District) is proposing changes to its Service Rules to further incentivize water conservation among single-family residential customers throughout its service area. These changes include the implementation of an Excessive Use Charge, as well as equalizing the various tiers within the District's existing water rate structure.

The Excessive Use Charge

To reduce unnecessarily high water use among the top single-family residential users in the District's service area, an Excessive Use Charge is being proposed that will be assessed to single-family residential customers whose water usage exceeds an established monthly threshold that varies by season. Under the proposed rule, a single-family residential customer that exceeds the applicable monthly threshold will be assessed a surcharge of \$9.00 per 1,000 gallons consumed in excess of that threshold. If adopted, the charge will be assessed in addition to existing normal water rates and is expected to affect only the top 10% of single-family residential water users.

Tier Equalization

LVVWD's tiered water rate structure is an effective conservation tool in that water becomes more expensive as more of it is used. However, cost increases occur at different consumption levels depending on a customer's meter size, and customers with larger meters are currently allowed more water before seeing their rates increase. This results in some customers paying less money per thousand gallons even though they use more water. Under the proposed rule change, the meter-size classification will be eliminated, equalizing the tiered rates among all single-family residential customers.

THE BUSINESS IMPACT STATEMENT

This Business Impact Statement (BIS) was prepared in accordance with Nevada law (NRS 237.030 to 237.150), which requires local governments to solicit the input of businesses and trade associations and evaluate whether certain proposed rules are likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business. This BIS will be considered by the LVVWD Board of Directors (Board) at its September 6, 2022 meeting and, if approved, the proposed Service Rule changes will be considered for adoption at the Board's October 4, 2022 meeting.

A. A description of the manner in which comment was solicited from affected businesses, a summary of their responses, and an explanation of the manner in which other interested persons may obtain a copy of the summary:

The proposed rate changes will not be paid in whole or substantial part by businesses; nevertheless, the District provided public notice regarding the proposed changes in accordance with NRS 237.080. A notice of the proposed changes was posted in the *Las Vegas Review-Journal* on August 3, 2022; notices were sent to more than 70 businesses and associations; and comments were collected through August 24, 2022. Information about the proposed rule changes was also posted on the District's website. Interested persons were able to submit comments to the District via telephone, mail and email.

During the comment period, no comments were received from local businesses. However, some local residents provided comments, which are attached to this statement. To summarize, the District received comments supportive of the proposed rule changes, with some customers encouraging a more drastic approach to achieve greater conservation. And, the District received critical comments from customers as well, generally relaying concerns about the financial implications of the proposed changes. There were also inquiries requesting general clarification on the proposed rule.

To obtain a copy of this document, including the foregoing summary of any responses, please e-mail Jordan.Bunker@lvvwd.com.

B. The estimated economic effect of the proposed rule on the businesses which it is to regulate, including, without limitation: both adverse and beneficial effects, and both direct and indirect effects:

Because the proposed rule changes will only impact single-family residential customers, economic effects to businesses are not anticipated. However, some indirect effects on businesses could be possible.

For businesses, a potential indirect, adverse effect of the proposed changes could be that single-family residents using large amounts of water would receive higher water bills, which could potentially limit their ability to patronize some businesses.

A potential indirect, beneficial effect could be that, as a result of the proposed changes, consumptive water use is anticipated to decrease by approximately 11,000 acre-feet, which will help meet regional conservation goals and protect Lake Mead water levels for the benefit of all Southern Nevadans, including businesses.

C. A description of the methods that the governing body of the local government or its designee considered to reduce the impact of the proposed rule on businesses and a statement regarding whether the governing body or its designee actually used any of those methods:

Neither the proposed tier equalization nor the excessive use charge will impact businesses; however, the District considered and made the following efforts to reduce impacts of the proposed changes on single-family residential customers:

1. Customer Education:

Single-family residential customers wishing to reduce the impact of the proposed changes can do so by reducing water use on their property. The District therefore utilizes community advertising, social media, the internet, news media and one-on-one customer interaction to consistently promote tips and ideas for reducing household water use. Additionally, the Southern Nevada Water Authority offers rebates for homeowners, including rebates for turf grass conversion and smart irrigation meters, which can help reduce and manage water use.

2. Simplifying the proposed rule and creating equitable rates targeted to high-use customers:

Tier Equalization

Under the District's current water rate structure, customers with larger meters are allowed more water in each usage tier, enabling them to use a higher volume of water before their rates increase than customers with smaller meters. This results in some customers paying less money per thousand gallons even though they use more water. Under the proposed changes, all single-family residential customers, regardless of meter size, will receive the same volume of water in each tier as customers with 5/8-inch meters, ensuring that every single-family residential customer pays the same amount for the water they use. Accordingly, the proposed tier equalization change will simplify and make rates for single-family residential customers more equitable.

Excessive Use Charge

The intent of the Excessive Use Charge is to incentivize single family residential customers with the highest water consumption to reduce their use by charging \$9.00 for every thousand gallons used in excess of an established monthly threshold. Based on community water use data and the proposed thresholds, this charge should only impact approximately 10 percent of all single-family water bills, if adopted, leaving most customers unaffected by this charge.

D. The estimated cost to the local government for enforcement of the proposed rule:

The proposed rule changes will not result in material administrative costs to enforce or implement.

E. If the proposed rule provides a new fee or increases an existing fee, the total annual amount the local government expects to collect and the manner in which the money will be used:

While these changes are being proposed with the sole purpose of sending a strong pricing signal to incentivize conservation of the community's water resources, the proposed changes are estimated to generate approximately \$25 million in their first year of implementation. Revenue collected as a result of the proposed Service Rule changes, if adopted, will be placed in the District's financial reserve fund for future needs.

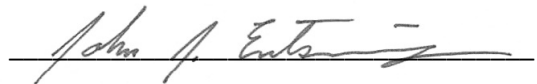
F. If the proposed rule includes provisions that duplicate or are more stringent than federal, state, or local standards regulating the same activity, an explanation of why such duplicative or more stringent provisions are necessary:

Not applicable.

G. The reason for the conclusions regarding the impact of the proposed rule on businesses:

The proposed Service Rule changes are not likely to impose a direct and significant economic burden upon a business, or directly restrict the formation, operation or expansion of a business because, if adopted, they will only apply to single-family residential customers.

I certify that to the best of my knowledge or belief, the information contained in this statement was prepared properly and is accurate.



John J. Entsminger, General Manager

APPENDIX

COMMENTS RECEIVED DURING PUBLISHED BUSINESS IMPACT STATEMENT COMMENT PERIOD

The following summarizes comments received related to the proposed increase to the District rate structure.

COMMENT NO. 1 (RECEIVED VIA E-MAIL)

From: Denise Doucet

Sir or Madam,

I completely approve of all of the proposed changes to rates. There should also be something additional for those who use an egregious amount such as the Sultan of Brunei's estate. That is ridiculous.

Please enact all of these.

Thank you.

COMMENT NO. 2 (RECEIVED VIA E-MAIL)

From: Aaron Dickinson

Hello, I am a tenant at a single family home. As such, I have limited control over the landscaping choices and programming of the water usage of the property I rent. I am concerned about the upcoming rate changes, in particular the penalty rates for excessive water usage.

The high \$9 per thousand gallons surcharge, which is multiples higher than the cost for the water, and comes on top of the increased tiered rates, creates a potential for significant financial impact with very little notice.

I support efforts to reduce water consumption but as a tenant I have very little control over the largest part of my water usage - landscaping. And even for owner-occupant properties, this is a short period in which to adjust to the new structure.

I ask that the \$9 per 1,000 gallons of excess usage be phased in over time, have a lower maximum than \$9 per 1,000 gallons, that the enactment be delayed to give ratepayers time to make adjustments, and that ratepayers get an estimate of their new bill based on historical usage well ahead of enactment, including people like me who have only been at their address for a few months and thus have no idea what winter water usage will be.

You may contact me if you would like to further discuss any of my comments. Thank you.

Aaron Dickinson
8160 Pechavez St, Las Vegas, NV 89131

COMMENT NO. 3 (RECEIVED VIA E-MAIL)

From: Lynn Berk

WHAT A JOKE - JERKS LIKE STOUT MANAGEMENT WILL JUST PAY THE FINE - it's not punitive enough- can't get the water back

i live at 4450 e karen - olive grove apts - i have reported them for months and no one has done a thing - they water rocks - dead tree - fire hydrant - they even water between 11- 7 - they don't care they are a huge water waster and they will continue to be a water criminal - when the drip system pipe breaks i even get lake olive grove for days before they fix it - it's getting ready to break soon - the kids play and break the exposed pipe

oh well no one cares
yeah water emergency and i'm lebron james

alan berk - a 72 year old short white senior citizen who can't jump

COMMENT NO. 4 (RECEIVED VIA E-MAIL)

From: Monica Udit

Why is Henderson, Boulder City, and North Las Vegas not included in this new billing plan? I know LVVWD does not bill them but that should not make a difference in this policy. This would be a good reason to move out of Las Vegas into surrounding communities that aren't going to bare this burden.

I have lived here since 2006 and there has always been a drought and water shortage.
However, a water park was built. New developments with massive grass installation. New trees by the thousands. Just look at Decatur near Valley Vista. It's ridiculous that these were even approved.
Water leaks for days from fire hydrants and city irrigation systems.

Price hikes for a "few" is not the solution to this problem. PwrhPs it wouldn't be this bad if all the aforementioned would have not happened. But here we are last hour and people want to throw money at the problem. Isn't most of the water "recycled" as it goes through the pipes? So why are people being charged for tiered water usage? Citizens are being strong-armed. Your company needs to lead by example and that means doing something to "Stop the Build." There is now an ordinance about the size of new pools, just now that is happening when there has been drought since I moved here in 2006.

You want homeowners to remove grass, but you'll let builder put in massive parks—Valley Vista.

I say no to tiered billing. How about heavily billing new construction companies? Economic growth comes at a great price to the safety of the people who are already here. What's going to happen to growth when there is no more water, no tiered billing is going to stop that. Apartments, businesses, etc. will just pass this cost onto the consumer. Then people will want more government assistance to pay for their water. Why don't you propose that water be trucked in and Lake Mead filled? Better start now, because if people remove all the green spaces, it will just get hotter—heat is absorbed and radiated back into the making hotter. That's why the strip is always hotter than outlying areas with more green areas. It's science.

Thank you reading this,
Monica Udit

COMMENT NO. 5 (RECEIVED VIA E-MAIL)

From: Peter Hallman

If you are serious about conserving water the excessive use fees need to be increased to the point that the high use water users will feel enough pain in the wallet to change their behavior.

High usage fees need to be dramatically increased from the miniscule rates as proposed. Cost per 1,000 gallons over 20,000 per month should be raised from \$5.51 to \$1,000.00. Seasonal excessive use surcharge should increase from \$9 to \$100,000.00. Further increases should follow every year until there are no excessive use customers.

Businesses that use a lot of water should be encouraged to relocate to wetter climates by raising their usage fees in the same dramatic manner. Agriculture, beverage and bottled water companies should not exist in the desert. Why were the rates and thresholds for business left out of this proposal?

Regards,

Peter Hallman

COMMENT NO. 6 (RECEIVED VIA PHONE CALL)

From: Lawrence Stoker

Mr. Stoker asked if single family properties with livestock, fruit trees and gardens received some sort of exemption from the proposed water rates. Staff explained the need for the proposed rates and that there was not an exemption.

COMMENT NO. 7 (RECEIVED VIA PHONE CALL)

From: Matthew Angeleri

Mr. Angeleri explained that he lives on a large property with a lot of grass. He voiced that his water bill extremely high and that this would make his bill significantly higher. Staff explained the purpose of the proposed rates and suggested that he investigate the Southern Nevada Water Authority's Water Smart Landscapes Rebate Program.