



AGENDA
JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
AND KYLE CANYON WATER DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
9:00 A.M. – SEPTEMBER 5, 2023

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 28, 2023

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 4, 2023, 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 meeting of the Las Vegas Valley Water District Board of Directors for July 18, 2023, the minutes from the meeting of the Big Bend Water District Board of Trustees for November 15, 2022, and the minutes from the meeting of the Kyle Canyon Water District Board of Trustees for August 4, 2020.

Las Vegas Valley Water District

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 General Manager to sign Change Order No. 3 to the contract with Harber Company, Inc., dba Mountain Cascade of Nevada, to install and connect pipelines in Deer Springs Way, extending the substantial and final completion date by 100 calendar days.
3. *For Possible Action:* Approve and authorize the President to sign an amendment to the existing agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase II Project, increasing the existing agreement by \$63,564, resulting in a total amount not to exceed \$568,035.

AGENDA – JOINT MEETING – PAGE TWO – SEPTEMBER 5, 2023

4. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, Amendment No. 1 to the Professional Services Agreement between Ralph Appelbaum Associates, Inc., and the District for the exhibit design and development of the Springs Preserve's OriGen Museum's middle and east galleries remodel.
5. *For Possible Action:* Approve and authorize the General Manager to sign a Purchase and Sale Agreement and Joint Escrow Instructions, in substantially the same form as attached hereto, and any ministerial documents necessary to effectuate the purchase of real property, Clark County, Nevada, Assessor Parcel No. 162-06-610-007, from Gonghongchun Consulting & Investment LLC in the amount of \$345,000.
6. *For Possible Action:* Approve and authorize the General Manager to sign a participating sponsor joinder agreement to Clark County's Contract with Empower Retirement, LLC, for recordkeeping and other administrative services pertaining to the District's Deferred Compensation 457(b) and 401(a) Plans.

BUSINESS AGENDA

7. *For Possible Action:* Adopt the 2023A LVVWD Water Bond Resolution, providing for the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A, in the maximum principal amount of \$230,000,000, for the purpose of financing water projects for the Las Vegas Valley Water District.

Big Bend Water District (Las Vegas Valley Water District Board of Directors sitting as the Big Bend Water District Board of Trustees)

8. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program, and if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.

Kyle Canyon Water District (Las Vegas Valley Water District Board of Directors sitting as the Kyle Canyon Water District Board of Trustees)

9. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program, and if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.
10. *For Information Only:* Receive an update on impacts to the Kyle Canyon Water System sustained during recent flash flood events, including an update on the boil water order notice and repair timelines.

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 these Water Districts. Please limit your comments to three minutes or less.

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
JULY 18, 2023
MINUTES**

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

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

STAFF PRESENT: John Entsminger, Colby Pellegrino, Doa Ross, Dave Johnson, 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

Yvette Williams, District F resident, provided comment on item #14. She stated that her current water bill was twice as much compared to the previous month, and that she reduced her water consumption by approximately 30 percent compared to last year, but her bill still increased. She stated that her excessive fees were more than the commodity of water, which she feels is an excessive fine. She stated that she was surprised to learn that only District customers are subject to this fee, not those in Henderson or North Las Vegas. She stated that she feels targeted and added that the ecosystem is in danger because of people choosing to water less to avoid excessive fees. She asked for the board's help and attention with this issue.

Julie Wignall, Las Vegas resident, spoke on item #14 and stated that water is life and that those who control water, control life, and she feels that the water district has too much power over the water. She stated that from an environmental science perspective, everything is connected, and these new fees make it so people cannot afford to pay their water bills and are choosing to not water their landscape, which destroys the plants and trees and increases the heat index. She stated that this is in direct opposition to what the City of Las Vegas is trying to do to plant trees and increase the urban canopy.

Peter Ricciardome, Las Vegas resident, provided comment on item #14 and stated that he lives in a community of homes on half-acre lots and that he, and his neighbors, do what they can to help reduce water usage. He stated that the excessive use fee is punitive and not necessary, and that the community is already saving water. He added that it is ill-conceived to think that a one-bedroom home should be on the same water tier as a home with ten bedrooms. He added that this is a hardship on many seniors with large properties and asked that the Board roll back the new tier system and continue to work towards water savings as it has done in the past.

Tera Anderson, Las Vegas resident, provided comment on item #14 and stated that no other public body in the country applies a uniform development standard across all asset classes. She said that even locally, there are many development standards that are intended to accommodate diversification of product offerings. She stated that to universally apply an excess use charge that is not in consideration of acreage and land is irresponsible and wondered how HOAs were considered.

Lisa Skurow, District F resident, spoke on item #14 and concurred with the previous comments. She added that her home is a multi-generational home. She feels that her property, and others like hers, are being targeted and that, in some cases, their water bills are more than their mortgage payments. She stated that there is a new car wash being built in an area where there are already multiple car washes and asked why those types of businesses are being allowed when residents are having to cut back on water use.

Bill & Lissa Sittman, Constantine George, Darrin Whetstone, Jason Hunt, Marlies Schmit and Sue & Paul Adras submitted 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 6, 2023. The motion was approved.

CONSENT AGENDA Items 2 – 10 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. Approve and authorize the General Manager to sign an interlocal agreement between the City of Henderson and the District for water service to an area of unincorporated Clark County.
3. Approve and authorize the General Manager to sign an interlocal agreement between the Colorado River Commission of Nevada and the District for assistance with the operation and maintenance of the District's solar generating facilities in an amount not to exceed \$200,000 per fiscal year.
4. Approve the termination of a cooperative agreement between the City of Henderson and the District for water service in Eldorado Valley and authorize the General Manager to sign, in substantially the same form as attached hereto, an interlocal agreement to transfer ownership of Eldorado Valley water facilities to the City of Henderson.
5. Approve and authorize the General Manager to sign Change Order No. 2 to the contract with Spencer Technical Group, LLC, for the replacement of the existing low voltage motor control center at the District's Angel Park Site in an amount not to exceed \$24,651 and a time extension of the final completion date by 48 calendar days.
6. Approve and authorize the General Manager to sign Change Order No. 3 to the contract with Byrd Underground, LLC, for pipeline replacement and connection to existing water meters for an increase not to exceed \$609,938 and a time extension of the final completion date by 206 calendar days.
7. Approve and authorize the General Manager to sign Change Order No. 4 to the contract with Tand, Inc., for unforeseen utility conflicts associated with the installation of pipelines and appurtenances in Atlantic Street, Bourbon Way, and Torrey Pines Drive for an increase not to exceed \$275,000 and a time extension of the final completion date by 74 calendar days.
8. Approve extensions to joinder agreements utilizing the State of Nevada vehicle purchasing contract for light and medium duty fleet vehicles through June 30, 2024, authorize the General Manager, or his designee, to approve any further extensions, and increase annual expenditures to a total amount not to exceed \$3,020,000.
9. Approve and authorize the General Manager to sign an amended and restated agreement between Black & Veatch Corporation and the District to provide professional engineering design and construction support services for the Centennial 2635 Zone Reservoir and 2745 Zone Pumping Station for a total amount not to exceed \$3,505,135.
10. Approve and authorize the General Manager to sign an agreement between Sunrise Mountainview Hospital, Inc., a Nevada Corporation, and the District for developer participation in the cost of future infrastructure, and authorize the District to receive from Sunrise Mountainview Hospital, Inc., an amount not to exceed \$80,000 for future pressure regulating valve construction.

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

BUSINESS AGENDA

11. Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for the design of the 4505 Zone Pumping Station.

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

12. Approve and authorize the General Manager to sign an agreement between The Howard Hughes Company, LLC, and the District for the design of the 4505 Zone Reservoir.

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

13. Award a contract to Western Single Ply – Nevada for the removal and replacement of the existing roof system at the District's East Administration building in the amount of \$1,506,000, authorize a change order contingency amount not to exceed \$150,000, and authorize the General Manager to sign the construction agreement.

FINAL ACTION: A motion was made by Director Segerblom to award the contract. The motion was approved.

14. Receive an update from staff on the implementation of Tier Equalization and Excessive Use Charges as water conservation measures.

John Entsminger, General Manager, gave a presentation on tier equalization and the excessive use charge. A copy of his presentation is attached to these minutes.

Mr. Entsminger began by mentioning the recent initiatives that have occurred to reduce consumptive and inefficient water use and stated that all sectors of the community are being asked to do their part. He reported that among all single-family residential accounts, the top 10 percent of customers use the same amount of water as the bottom 60 percent and added that many of the largest water users usually have unresolved leaks, large amounts of grass, and/or are not irrigating efficiently.

He stated that the excessive use charge thresholds are set at the minimum of the top 10 percent of single-family residential water bills per season and allows up to 252,000 gallons of water a year without incurring extra fees. Mr. Entsminger reported that among the customers who have received an excessive use charge since January, most were affected by the charge only one or two times and that seasonal watering compliance among single family residences has increase compared to the average of the last two years. He provided information on how customers can stay under the seasonal threshold to avoid an excessive use charge, primarily checking and fixing leaks, converting spray irrigation, watering efficiently and converting any unused grass.

Colby Pellegrino, Deputy General Manager of Resources, discussed maintaining landscapes and stated that property owners must know how their landscape is being irrigated and how to affect change. She stated that protecting mature trees is critically important to the community and highlighted examples of successfully completed grass conversions and protected trees through Southern Nevada. Ms. Pellegrino mentioned that there are some popular tree species around the valley that are near their maximum heat tolerance and discussed how current and changing climate conditions can impact tree survival. She reported that at the July Southern Nevada Water Authority (SNWA) Board meeting, the SNWA board will consider new programs and partnerships to increase the community's tree canopy coverage and improve urban heat impacts. One of these programs will be a new rebate enhancement that will be added to the existing SNWA Water Smart Landscapes (WSL) program.

Vice President Gibson asked if the compliance report makes the case that, independent of everything else, the excessive use charge has real value in terms of impacting behavior, to which Mr. Entsminger affirmed. Vice President Gibson asked what portion of the projected 8,250 acre-feet in savings is due to the excessive use charge, to which Mr. Entsminger answered roughly two-thirds of that amount.

Director Jones asked where those who are experiencing high water bills can go for leak assistance or to better understand how to use their irrigation clocks. Mr. Entsminger responded that they can go directly to LVVWD.com or call customer service and the district will arrange a site visit or water audit for any customer who would like one. He stated that in a perfect world, the district would not be collecting any money from the excessive use charge and added that all revenue from the excessive use charge will be put directly into paying for conversation programs.

Director McCurdy asked what type of resources are available for those on fixed incomes if assessed an excessive use fee. Mr. Entsminger reiterated that staff is willing to go to the property and meet one-on-one with individuals to help assess their water usage and help diagnose the issue. If it is a leak and it is repaired, he stated that the district has a one-time leak abatement write off program. If it is overwatering, staff can help educate how much their landscape truly needs. He also mentioned the WSL program which can help subsidize landscape conversion projects. Director McCurdy asked about the regional comparisons and asked how the District came up with the fee. Mr. Entsminger stated that when the fee was modeled in a way that would elicit a response and water savings from the top 10 percent of water users.

Director Segerblom asked about a list of qualified or certified leak repair companies. Ms. Pellegrino responded that the SNWA has begun a Water Smart Plumbing program to identify plumbers who want to certify as a Water Smart plumber. Director Segerblom asked if there was some type of way to offset excessive use costs for those who are refilling swimming pools if drained appropriately. Ms. Pellegrino responded that the District has not considered anything specific regarding pool draining and filling but noted that it might not be best to do that during the summer months. Director Segerblom asked how the amount of \$9 per 1,000 gallons over the threshold was calculated. Mr. Entsminger stated that the district performed several modeling situations and believe that number was the threshold at which a response from the community would be seen.

President Kirkpatrick stated that these conservation discussions began before the COVID-19 pandemic, and at that time, only half of the community was following the watering schedule. She added that this is where the community needs to come together as there is uncertainty moving forward regarding the water situation on the Colorado River.

Director Naft stated that the Water District is one of the most responsive agencies that the Board works with and appreciates the in-person time that staff is willing to spend with the community and its residents. He asked that if the two tree policies are approved at the SNWA Board meeting, that staff could send out information regarding those to the LVVWD Board, to which Ms. Pellegrino agreed.

Director Segerblom asked about property owners having the ability to view water meter data in real-time via a smart phone/device. Doa Ross, Deputy General Manager of Engineering, stated that the District is currently interviewing technology companies to look for the appropriate customer interface to give them the full ability to see everything that can be available to them. She stated that in the meantime, customers can receive that data directly from customer service. She added that this technology and ability should come online soon.

FINAL ACTION: No action was taken.

COMMENTS BY THE GENERAL PUBLIC

Robert Hillsman, 2740 S. Pioneer Way, stated that his water bill has doubled due to the excessive use fees. He lives on 1.25 acres and has landscaped much of his property. He stated that there are a lot of elderly people in his community that has decided to turn off the water to their landscaping and have tall mature trees that are dead or dying and are now a fire hazard. He is concerned that if this trend continues, there won't be anything to help pollinate trees or plants.

Edward McDonald, 4136 Del Monte Ave., stated that he has seen a lot of landscaping done incorrectly causing trees and plants to die. He added that he volunteers daily with elderly individuals and veterans to help with their landscaping and is willing to work with the district to help come up with ideas on how to help with this situation.

Laura McSwain, 2727 Ashby Ave., asked if she could get a copy of today's presentation. She agrees with much of what has been said about the impact and unintended consequences that have come because of the implementation of the excessive use charge. She stated that perhaps the biggest problem is that people have been caught off guard with these fees. She said that the community became more aware during the discussions for AB220. She concluded that the excessive use charge begins to infringe on property rights, and it appears that it is too late to help make any changes.

Daniel Braisted, Las Vegas, asked who he can speak with to talk about bringing water from the Missouri River to the Las Vegas valley.

Caroline Thomas-Jensen, 3155 Loma Vista Ave., stated that excessive use fees are unfair and discriminatory. She stated that residents in North Las Vegas and Henderson are exempt from them. She stated that her neighborhood is designated as a rural preservation which needs to be preserved and that there is no consideration given to the size of the lots nor to what constitutes a single family. She added that last month, her water usage was down 60 percent from the year before, but her water bill tripled.

Kevin Buckley, 1109 Campbell, stated that this has come as a big surprise to many Las Vegas residents and he is looking forward to working with the County Commission and LVVWD so they can continue to conserve water but also maintain the lifestyle they have enjoyed.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:16 a.m.

Public Comment received for 7/18/23 LVVWD Board of Directors Meeting

From: [Lissa Sittman](#)
To: [&PublicComment](#)
Subject: {External} Usage charges
Date: Tuesday, June 27, 2023 7:03:31 PM

7175 Rogers St 89118
Bill and Lissa Sittman

We were billed \$324 dollars for our water and an additional \$385 in fees and charges. When we called the LVVWD they explained 28,000 gallons is the same for everyone regardless of lot size.

Our home was built in 1979 and is on a 1/2 acre. The lawn was reduced when we moved in 15 years ago, but we added a pool.

This water allowance is detrimental to our property value. It seems unreasonable to penalize a home twice. The tier system allow seems steep and the additional fees are even more than the tier 4 water usage. Plus you are expecting a home with 4 times the landscaping acreage then most Las Vegas residents to be penalized for having trees and plants.

Would the board be willing to consider an additional water allowance for older established homes in the valley with mature landscaping? Considering that up to 5 homes in a high density residential area could be placed on a 1/2 acre this would give that area 140,000 gallons of water for usage. In the same amount of property we have the regulated 28,000. Truly, you are saving water since this is a single family residence. Giving some allowances to established rural communities would still be less than 140,000 gallons for the same amount given in high density neighborhoods.

Secondly, last February the LVVWD stated that the fees would take place, but it's a financial decision to change your yard, and most people need more than 3 months to accrue the funds to redo their yards.

We are asking that the board consider these hardships they are placing in the established contributing residents of Las Vegas. Many of our neighbors are on fixed incomes and have lost a spouse in recent years. These fees are an additional burden and stress on their way of life. As a non-profit entity, it seems cruel that the LVVWD would have such steep penalties put in place so quickly with no time for families transform their homes. 3 months was not enough time.

Please consider giving allowances for properties in rural areas that are at least 1/2 acre in size.

Thank you.

Sent from my iPhone

Public Comment received for 7/18/23 LVVWD Board of Directors Meeting

From: [constantine george](#)
To: [&PublicComment](#)
Subject: {External} LVVWD excessive fees and tier system.
Date: Sunday, July 16, 2023 6:07:17 PM

To whom it may concern:

In regards to your system it's set up incorrectly. You cannot expect a home that is 5500 sq ft and on .55 acre to have the same limitations as a 1200 sq ft home on .08 acre.

The excessive fees are ridiculous as well. I used less this year than last year and still getting penalized for using basic water for every day usage and drip landscaping even though we have cut back.

Your tiered system needs to be adjusted for home size and acreage. Also water limitations need adjusted too. You need to compare apples to apples and your system is a generic across the board system that discriminates against those with bigger homes and lots.

Please adjust your system and make it equitable.

If there is a real water issue which I've heard for 48 years growing up here and being a native stop building. You allow building of homes and casinos and expect people to believe there is a water problem. It's all a sham.

We have plenty of water and the water department is nickle and diming people. Other cities around us have issues and larger populations and these communist like rules are not in place.

Fix the system and listen to your constituents. Make it an equitable system and compare equal products to themselves. Put a limitation on growth and building. You can only squeeze so much out of your constituents and we have had enough. The septic system issue was resolved with the voice of the people as will these issues today.

Thank you.

Constantine George

Sent from my iPhone

Public Comment received for 7/18/23 LVVWD Board of Directors Meeting

From: [Deb and Darrin Whetstone](#)
To: [&PublicComment](#)
Subject: {External} HOW IS THIS FAIR?!!!!!!!
Date: Tuesday, June 27, 2023 6:57:00 PM

28,000 gallons irregardless of home, lot and family size is absurd!!! All 3 of our adult children moved back home, so there are now 5 adults in our home. That is potentially 10 showers per day and a ton of laundry, toilet flushes and hand washing. How can a family scenario such as ours be held to the same standard as a smaller home and family? If we all lived separately we would be entitled to the allocated amount of water, but as a family unit, we must share the amount? That is beyond ignorant! This new policy and pricing is extremely prejudice against large families and needs to see its day in the court system....and I have a sneaking feeling it will VERY soon.
Darrin Whetstone

Public Comment received for 7/18/23 LVVWD Board of Directors Meeting

From: emailhunt@aol.com
To: [&PublicComment](#)
Subject: {External} Board Meeting July 18th 9 am about tier levels and excessive use fees
Date: Saturday, July 15, 2023 2:00:00 PM

Hello,

I am writing for public comments as I cannot make this meeting time. The tier levels and especially excessive use fees are not an equitable practice. I live on a 22,000 sf lot but am expected to use the same amount of water as a 4,000sf lot or even an apartment sized property. Under this method, 5 homes on 4,000 sf. lots can use 5 x the amount of water as me even though they may not be supporting the same number of trees, plants, or bathrooms as I am. In theory, you are allowing people on smaller lot sizes to abuse their water use while we are being penalized even if we are reducing.

I have recently converted all of my grass to desert landscaping and am trying to drastically reduce my water usage but even then, I am paying much higher rates than people on 4,000 s.f. lots. I'm all for reducing water usage and doing my part but what you are doing with the tiers and excess fees has be unequitable. I went to a meeting a couple weeks ago and the water department came across with the attitude that if your plants have to die then they have to die. I would disagree with this logic. The plants and trees in Las Vegas are important to combat air pollution, issues with the ozone, and cooling of the valley compared to if there were none. Yes, water is very important but your tactics to support saving water need to be equitable. Perhaps I should be able to support more trees and plants than a 4,000 sf lot and a 4,000 sf lot should be allocated less then they are now. Your fees seem to be geared towards lack of planning and negotiating water rights with other states.....and lack of accountability and planning from states like California.

Bottom line, the tier structure and excess fees need to consider property size of acreage and home size otherwise it is favoring a portion of the users over another.

Thank you for your time,

Jason Hunt
7640 Coley Ave
Las Vegas, NV 89117
702-239-1605

Public Comment received for 7/18/23 LVVWD Board of Directors Meeting

From: [Marlies Schmit](#)
To: [&PublicComment](#)
Subject: {External} Water usage fines
Date: Thursday, June 29, 2023 2:49:56 PM

Reference: 6941 Arville Street

To whom it may concern,

I have lived in a Rural Preservation zone for the past 20 years. I have reduced my water usage to less than a third of what I used 20 years ago. I find the punitive fines for excess usage outrageous. I pay for my usage according to the tier I use, but the fines are causing hardship.

It is my understanding that you are considering "grandfathering in" residents and their homes who are in a similar situation to mine. Please let me know any progress in removing these fines.

Thank you.

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Marlies Schmit - Realtor
marliesforlv@gmail.com
702-370-9408
NV Lic S.069260

Public Comment received for 7/18/23 LVVWD Board of Directors Meeting

From: [Sue A](#)
To: [&PublicComment](#)
Subject: {External} Excessive & Unfair Punitive Water Tiers, Fees and Pipe size Charges to Las Vegas Residents
Date: Monday, July 17, 2023 7:01:53 AM

To LVVWD & SNWA;

This year, our 1/2 acre property in Section 10, unincorporated Clark County, has been under specific punitive and excessive water use tier charges, as well as the arm twisting tactics by the passing of AB220 to rid the valley of our septic systems.

Despite recognizing and reducing water waste issues inside our home and also our landscape, having made many changes, when affordable, to be responsible desert citizens, our water use has decreased, but our bill has somehow tripled. This is due to the convoluted new billing scheme designed to punish those of us on large, rural lots.

First, an unfair 1 in. pipe fees, punishes us for the existing LVVWD city water system in place when we bought the home. We should be charged ONLY for only the literal amount of water we use, not “after the fact” punitive charges based on the city water’s own design we cannot change. You want a different system, you can pay to change the size of the inlet plumbing pipe to our home.

Secondly, our large lots 1/2 to 1 acre properties are held to the SAME punitive usage tiers as the hundreds of thousands of micro-lot homes being approved by the city to be built across the valley as far as the eyes can see. Does it not make sense that we bought our large lot for our large family of 9, with one on the way? But, we are held to the same water use standards of a tiny home, therefore our normal household activities indoors and outdoors are progressively, exponentially billed as if we are nasty water-wasting humans, abusing our rights to household water? No, we are responsibly using our water, yet paying a bigger price for the privilege.

Lastly, although the outcome could have been much worse if the SNWA got it’s initial wishes, AB229 assures our property will be on the hook to pay sewer fees while we are on an unknown timeline/ waiting list for them to remove our existing septic tank that we don’t want or need to remove. If we don’t pay sewer fees we risk paying in full tens of thousands to tie into the sewer, because they have outlawed new environmentally sustainable septic tank replacements.

We’re starting to feel unwelcome in our own native city and outraged listening of the never ending expansion projects like new baseball stadiums. We have no water rights, one agency, called an authority, but actually has no accountability to residents about the decisions made regarding this precious commodity in a desert. Please, stop price gouging large lot residents with this unfair billing scheme, especially when you continue to support unreal growth to developers.

Thank you,

~ Sue & Paul Adras ~
7030 Coley Ave
Las Vegas NV 89117

**BIG BEND WATER DISTRICT
BOARD OF TRUSTEES MEETING
NOVEMBER 15, 2022
MINUTES**

CALL TO ORDER 10:21 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

TRUSTEES PRESENT Michael Naft, Chair
Jim Gibson, Vice Chair
Justin Jones
Marilyn Kirkpatrick
William McCurdy II
Ross Miller
Tick Segerblom

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

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment visit www.lvvwd.com/apps/agenda/big_bend/index.cfm

There were no speakers.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice Chair Gibson to approve the agenda and the minutes from the meeting of April 5, 2022.

BUSINESS AGENDA

2. Accept the Big Bend Water District's Annual Financial Report, including the corresponding Independent Auditors' Report on Financial Statements and Other Supplementary Information for the Fiscal Year ended June 30, 2022, and authorize its submission to the Nevada Department of Taxation.

Kevin Bethel, Chief Financial Officer, presented the Big Bend Water District's Annual Financial Report. This year, the Big Bend Water District engaged a new audit firm, Baker Tilly. Mr. Bethel reported that in the auditor's required communications, there were no findings and an unmodified opinion, with no internal control weaknesses or significant deficiencies.

FINAL ACTION: A motion was made by Trustee Jones to accept the Annual Financial Report. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

For full public comment visit www.lvvwd.com/apps/agenda/big_bend/index.cfm

There were no speakers.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 10:23 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.

**KYLE CANYON WATER DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AUGUST 4, 2020
MINUTES**

CALL TO ORDER 9:25 a.m., Commission Chambers, Clark County Government Center
500 S. Grand Central Parkway, Las Vegas, Nevada

TRUSTEES PRESENT Larry Brown, Chair
Michael Naft, Vice Chair
Jim Gibson
Justin Jones
Marilyn Kirkpatrick
Tick Segerblom
Lawrence Weekly

STAFF PRESENT John Entsminger, Dave Johnson, Doa Ross, Greg Walch

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

COMMENTS BY THE GENERAL PUBLIC

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

There were no speakers from the public.

1. Approve Agenda and Minutes

FINAL ACTION: A motion was made by Vice Chair Naft to approve the agenda for this meeting and the minutes of the meeting of January 7, 2020. The motion was approved.

- 2. Adopt a resolution authorizing the District to acquire, through eminent domain, a permanent easement on a parcel needed to construct, operate and maintain the Rainbow Well Discharge Pipeline, held by Frank Gargano and Shari L. Gargano, Trustees of the Gargano Living Trust dated January 05, 1999, for the estimated amount of \$3,800 and authorize the General Manager to sign any documents necessary to facilitate this transaction.**

FINAL ACTION: A motion was made by Trustee Kirkpatrick to adopt the resolution. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

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

There were no speakers from the public.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:27 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 S. Valley View Boulevard, Las Vegas, Nevada.**

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 5, 2023

Subject:
Change Order

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign Change Order No. 3 to the contract with Harber Company, Inc., dba Mountain Cascade of Nevada, to install and connect pipelines in Deer Springs Way, extending the substantial and final completion date by 100 calendar days.

Fiscal Impact:
None by approval of the above recommendation.

Background:
On June 7, 2022, the Board of Directors awarded Contract No. C1561, Rome Facilities Pipelines (Contract), to Harber Company, Inc., dba Mountain Cascade of Nevada in the amount of \$11,907,730 for the installation of approximately 7,200 linear feet of pipeline in Deer Springs Way, located as generally shown on Attachment A. The Board further authorized a change order contingency amount of \$1,000,000 to be used in accordance with Resolution No. 9-97.

To date, two change orders have been approved in accordance with Resolution No. 9-97 for a total Contract increase of \$25,088 and no extension of the Contract time. These change orders increased funding to replace a connection, provide additional 36-inch piping and reinstall a fire hydrant lateral.

If approved, Change Order No. 3 will modify the Contract to provide a time extension of 100 calendar days for underground utility coordination with other agencies. Change Order No. 3 requires Board approval as the time extension exceeds the authority of the General Manager under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

This change order is authorized pursuant to NRS 338.143 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the change order.

**LVVWD BOARD OF DIRECTORS
AGENDA ITEM**

**CONTRACT NO. C1561
ROME FACILITIES PIPELINES**

PROJECT SITE





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:	64
Corporate/Business Entity Name:	Harber Company, Inc.
Doing Business As:	Harber Company Inc. d.b.a Mountain Cascade of Nevada
Street Address:	3764 Civic Center Drive
City, State, and Zip Code	North Las Vegas, Nevada 89030
Website:	mountaincascade.com
Contact Name:	Andy McCulloch
Contact Email:	amcculloch@mountaincascade.com
Telephone No:	702-736-8802
Fax No:	702-736-8958

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)
Michael Duke Fuller	CEO / President	100

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Andy McCulloch
Signer Title:	Vice-President
Signer Email:	amcculloch@mountaincascade.com
Signed Date:	2023-07-31

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

<u>shannon ono</u>	<u>shannon ono / construction manager</u>	<u>07/31/2023</u>
Signature	Print Name/Title	Date



LAS VEGAS VALLEY WATER DISTRICT™

Commitment Number: 010196, Rome Facilities Pipelines (C1561)

Construction Project Commitment Change Order:#3

Contractor

Contractor: Harber Company, Inc., dba Mountain Cascade of Nevada
Company Address: 3764 Civic Center Drive
North Las Vegas, NV 89030

CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 3	Modify the contract documents to increase the contract duration by 100 days due to utility coordination and jurisdiction delays. The substantial completion and final completion dates are extended to August 11, 2023, and October 10, 2023, respectively.	0.00

Total Change Amount	\$ 0.00
Total Contract Duration Change (Days)	100

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

This Change Order, executed by the Owner and the Contractor, shall constitute a full and final settlement of any and all claims by Contractor for time extensions and/or additional cost arising out of the performance of the Work related to this Change Order. This settlement constitutes an agreement not to use this Change Order in association with any other Claim. All other requirements of Contract No. 010196 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By:

Date:

AUTHORIZED BY OWNER:

By: _____

Date: _____

Attachments:

Prepared By: Parks, Stevie

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 5, 2023**

Subject:
Amendment

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

Recommendations:
That the Board of Directors approve and authorize the President to sign an amendment to the existing agreement between the City of Las Vegas and the District for construction of water facilities as part of the CLV Pinto Lane Streetscape Improvements Phase II Project, increasing the existing agreement by \$63,564, resulting in a total amount not to exceed \$568,035.

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:

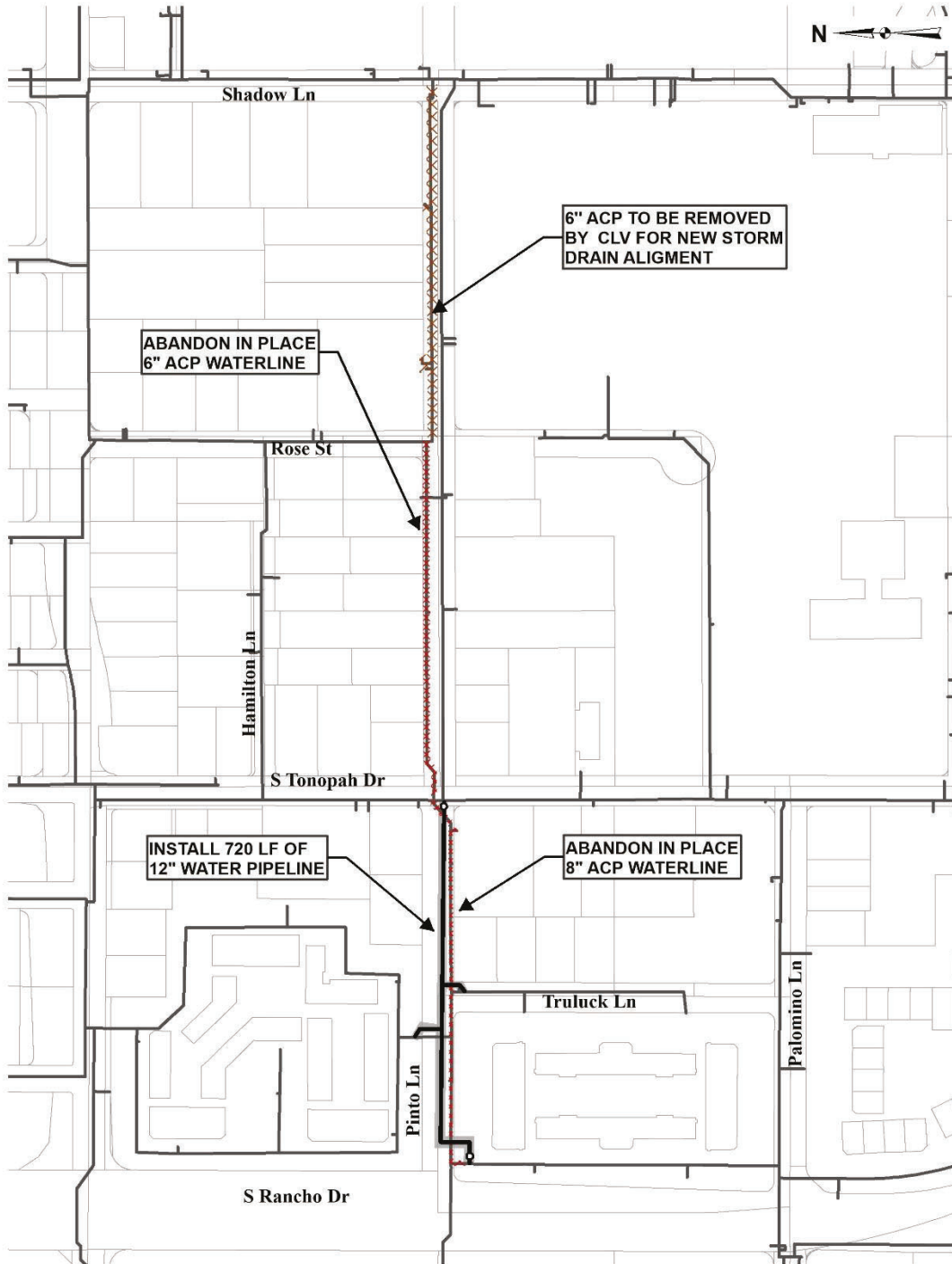
On April 6, 2021, the Board of Directors approved an interlocal agreement (Agreement) between the City of Las Vegas (City) and the District to replace aging waterlines and install new water facilities located within a City project along Pinto Lane between Shadow Lane and Rancho Drive (District Improvements), as shown on the attached Exhibit A. The Agreement provided for the City to construct and manage the District Improvements in an amount not to exceed \$504,471, which included a 10 percent contingency.

Upon completion of the bidding process, the lowest responsive and responsible bid exceeded the original estimate. As these District Improvements are necessary to support the District's goal of providing a safe and reliable water system, it is recommended to increase funding to cover the difference in costs.

If approved, the attached Amendment No. 1 to the Agreement would provide the terms and conditions necessary to increase Project funding in the amount of \$63,564, resulting in a total amount not to exceed \$568,035, which includes a 10 percent contingency.

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

EXHIBIT A
CLV Pinto Lane Streetscape Improvements Phase II LVVWD
Project 138968



**INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION OF WATER FACILITIES FOR
CLV PINTO LANE STREETScape IMPROVEMENTS PHASE II
AMENDMENT NO. 1**

The April 12, 2021, Interlocal Agreement for the Construction of Water Facilities for CLV Pinto Lane Streetscape Improvements Phase II ("Agreement"), made and entered into by and between the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada ("DISTRICT"), and the CITY OF LAS VEGAS, a Nevada municipal corporation ("CITY"), is hereby amended as set forth below:

WITNESSETH:

WHEREAS, the Parties entered into the Agreement ("Agreement") on April 12, 2021, and

WHEREAS, the Parties desire to amend the Agreement to update the Estimated Water Facilities Costs to account for construction bids exceeding the anticipated cost and an additional increase in the scope of work.

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

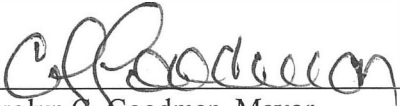
- A. REPLACE EXHIBIT C, Summary of Estimated Water Facilities Costs, of the Agreement with Exhibit C, Summary of Estimated Water Facilities Costs, as attached to this Amendment No. 1.

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

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT No. 1 effective as of the date of the last signature below.

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT



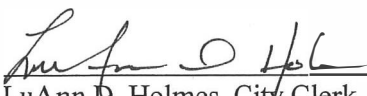
Carolyn G. Goodman, Mayor

Date

Marilyn Kirkpatrick, President
Board of Directors

Date

ATTEST:



LuAnn D. Holmes, City Clerk

Date

7/18/23

APPROVED AS TO FORM:

APPROVED AS TO FORM:



John S. Ridilla
Deputy City Attorney

Date

5/25/23





Gregory J. Walch
General Counsel

Date

8/15/2023

EXHIBIT C

SUMMARY OF
ESTIMATED WATER FACILITIES COSTS
CLV Pinto Lane Streetscape Improvements Phase II
LVVWD Project 138968

AMENDMENT NO. 1

COST OF CONSTRUCTION:

Estimated Water Facilities Construction Cost	\$491,804.83
Construction Management of Water Facilities <i>(Five Percent of Estimated Water Facilities Construction Cost)</i>	\$24,590.24
Cost of Construction Subtotal:	\$516,395.07

COST OF CONTINGENCY:

Water Facilities Contingency <i>(Ten Percent of Estimated Water Facilities Construction Cost)</i>	\$49,180.48
Construction Management Contingency <i>(Five Percent of Water Facilities Contingency)</i>	\$2,459.02
Cost of Contingency Subtotal:	\$51,639.50

TOTAL AMOUNT: **\$568,034.57**

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 5, 2023

Subject:
Amendment

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

Recommendations:
That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, Amendment No. 1 to the Professional Services Agreement between Ralph Appelbaum Associates, Inc., and the District for the exhibit design and development of the Springs Preserve's OriGen Museum's middle and east galleries remodel.

Fiscal Impact:
None by approval of the above recommendation.

Background:
In January 2023, the Board of Directors approved an agreement to provide professional services with Ralph Appelbaum Associates, Inc., for the exhibit design and development focused on the Colorado River as part of the remodel of the Springs Preserve's OriGen Museum middle and east galleries.

The attached Amendment No. 1 reserves, to indigenous consultants and communities, certain intellectual property rights in the indigenous content provided within the exhibit design. While the exhibit seeks to include indigenous tangible content such as collections, cultural heritage extends to traditions or living expressions inherited from ancestors and passed onto descendants. These include oral traditions, performing arts, social practices, rituals, festive events, or the knowledge and skills to produce traditional crafts.

If approved, Amendment No. 1 will reserve, to the indigenous consultants and communities, the specified intellectual property rights while allowing the District the right to use intangible cultural heritage intellectual property, as developed by the indigenous consultants and communities, within the exhibit design of the remodel of the middle and east galleries of the OriGen Museum.

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



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:	Ralph Appelbaum Associates, Inc.
Doing Business As:	
Street Address:	88 Pine Street, Mezz
City, State, and Zip Code	New York, NY 10005
Website:	https://raai.com/
Contact Name:	Matthew Fowler
Contact Email:	matthewfowler@raai.com
Telephone No:	212-334-8200
Fax No:	13-3008823

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>
Nicholas Appelbaum	VP/Trustee	99

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:	Matthew Fowler
Signer Title:	Chief Financial Officer
Signer Email:	matthewfowler@raai.com
Signed Date:	2022-10-19

LVVWD/SNWA/SSEA Review

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

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

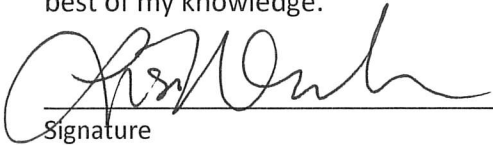
☐ Disclosure or Relationship **IS** noted above (complete the following):

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

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

Additional Comments or Notes:

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


Signature

Lisa Windsor Preserve Manager
Print Name/Title

10/30/22
Date

PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

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

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement on January 4, 2023, Contract No. 010367, through which CONSULTANT would provide the DISTRICT with Design and development services of the east and middle galleries within the OriGen building at Springs Preserve, and

WHEREAS, the Parties desire to amend the Agreement.

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

1) Insert as a new subparagraph 9(d) on Page 4 of 94 of the Agreement with the following:

d) INDIGENOUS INTELLECTUAL PROPERTY:

Portions of Consultant's Services include the preparation of Design Development documents for the creation of exhibits that will be exclusively owned by the District. It is expected that intangible cultural heritage (ICH) owned by indigenous communities ("COMMUNITIES") will be provided by either the COMMUNITIES, and/or individual members of the COMMUNITIES hired as independent contractors ("CONTRACTORS") to CONSULTANT for the CONSULTANT to incorporate the provided ICH into the Exhibit. As to the ICH, Consultant will ensure that the Communities and the Contractors convey to Consultant and Consultant hereby conveys to District a nonexclusive license, for the active life of the Exhibit until the Exhibit is decommissioned (the "Life of the Exhibit"). The nonexclusive license conveyed will allow for the District to copy, to display and distribute copies, and to incorporate the ICH, in whole or in part, into derivative works and to display the ICH in the Exhibit, on the Springs Preserve website, and in other advertising or promotional materials for the Life of the Exhibit. The Communities will retain all rights in the ICH, including, without limitation, the right to copy, distribute, publish, display or modify them, and to transfer, assign or license any such rights. DISTRICT and CONSULTANT may work in good faith to agree upon and document in writing, any mutually acceptable modification(s) of this Section, in order to meet the requirements imposed by COMMUNITIES as conditions to agree to the licensing the ICH to the CONSULTANT.

2) Any future amendment or modification to the Agreement shall only be effective if it is in writing, specifically states that it amends the Agreement and is signed by the authorized representative of each Party.

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

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

Ralph Appelbaum Associates, 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 5, 2023

Subject:

Purchase Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign a Purchase and Sale Agreement and Joint Escrow Instructions, in substantially the same form as attached hereto, and any ministerial documents necessary to effectuate the purchase of real property, Clark County, Nevada, Assessor Parcel No. 162-06-610-007, from Gonghongchun Consulting & Investment LLC in the amount of \$345,000.

Fiscal Impact:

The requested \$345,000 is available in the District's Capital Budget.

Background:

Groundwater supplies equal approximately 10 percent of the Las Vegas Valley's water supply. From June through September, the District pumps groundwater from its wells to meet peak summer demands, which can account for up to 25 percent of the valley's daily water supplies. The District would benefit from additional well locations to support current and future water supplies.

If approved, the attached Purchase and Sale Agreement and Joint Escrow Instructions provides the terms and conditions necessary to complete the purchase of this parcel, located as generally shown on Attachment A, which would accommodate a new well site. This parcel is recommended based upon hydrologic analysis and proximity to existing District facilities. By approval of this item, the Board of Directors authorizes an escrow account to be opened, with closing to occur within 60 days. The fair market value of this parcel has been determined by Valbridge Property Advisors, a certified appraiser. The District has conducted its own internal evaluation and agrees with the appraisal report. The closing costs for this purchase will be the responsibility of the District.

This action is authorized pursuant to Section 1(4) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 5, 2023

**APPROVAL OF PURCHASE OF PROPERTY
HINSON AVENUE WELL SITE
APN 162-06-610-007**





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	0
Corporate/Business Entity Name:	Gonghongchun Consulting & Investment LLC
Doing Business As:	
Street Address:	6130 Tara Avenue
City, State, and Zip Code	Las Vegas, Nevada NV89146
Website:	
Contact Name:	HongChun Gong
Contact Email:	Gonghc@hotmail.com
Telephone No:	+8613901738065
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
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Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
HongChun Gong	Owner	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:	HongChun Gong
Signer Title:	Owner
Signer Email:	Gonghc@hotmail.com
Signed Date:	2023-07-31

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

Digitally signed by Ryan Pearson
Date: 2023.08.01 13:50:32-07'00'

Ryan Pearson/Eng. Division Manager
Print Name/Title

8/1/23
Date

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between **GONGHONGCHUN CONSULTING & INVESTMENT LLC**, a Nevada limited liability company, as “Seller” and the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, as “Buyer”. Subject to Buyer receiving Board Approval (defined below), the “Effective Date” of this Agreement shall be the date both Seller and Buyer have executed this Agreement.

RECITALS

- A. Seller is the owner of certain real property located in the County of Clark, State of Nevada, generally known as Assessor Parcel Number 162-06-610-007, which consists of approximately 1.03 acres of land owned in fee simple by Seller, and which is more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (the “Property”).
- B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENT

- 1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property for the price and on the terms and conditions set forth in this Agreement.
- 2. Base Purchase Price. The purchase price for the Property, as the same may be adjusted for prorations, costs, and otherwise under this Agreement, is Three Hundred and Forty-Five Thousand Dollars (\$345,000.00) (the “Purchase Price”).
- 3. Board Approval; Initial Deposits into Escrow. Within five (5) business days after the Buyer’s Board of Directors’ Meeting approving Buyer’s purchase of the Property upon the terms and conditions of this Agreement (“Board Approval”), Buyer will open an escrow account (the “Escrow”) at First American Title Insurance Company (“Escrow Holder”) and:
 - (i) Seller shall deposit with Escrow Holder an executed copy of this Agreement; and
 - (ii) Buyer shall deposit with Escrow Holder an executed copy of this Agreement and Thirty-Four Thousand Five Hundred Dollars (\$34,500.00) in immediately available funds as an earnest money deposit (“Earnest Money Deposit”). Escrow Holder shall be instructed to deposit the Earnest Money Deposit in an interest-bearing account. The Earnest Money

Deposit, together with accrued interest (collectively, the “Deposit”), shall be applied to the Purchase Price at Close of Escrow, or refunded to Seller in the event Close of Escrow fails to occur for any reason other than a default by Buyer. In the event Board Approval is not received on September 5, 2023, or within 60 days of the date of this signed Agreement, this Agreement shall automatically terminate and be deemed *void ab initio*.

4. Deposit of Balance of Purchase Price. The balance of the Purchase Price (being the difference between the Purchase Price and the Deposit minus any prorations or similar costs to be offset against the Purchase Price pursuant to this Agreement) shall be paid into Escrow in immediately available funds on or before the Close of Escrow.
5. Condition of Title; Title Policy.
 - a. Title Report. Escrow Holder, acting as title agent (“Title Company”) has delivered or shall promptly deliver to Buyer a current preliminary title report for the Property (“Title Report”), together with legible copies of all documents referred to therein as exceptions, and all recorded maps shown thereon. Buyer shall have a period of ten (10) days from the date of Board Approval to examine the state of title to the Property (“Title Review Period”). If Buyer is not satisfied, in Buyer’s sole and absolute discretion, with the state of title to the Property, Buyer shall have the right to terminate this Agreement at any time prior to the expiration of the Title Review Period by providing written notice to Seller and Escrow Agent, in which case the Deposit shall be promptly returned to Buyer.
 - b. Title Policy. At the Closing Date, Seller shall deliver to Buyer marketable and insurable title to the Property free and clear of all monetary liens and encumbrances (except for any statutory liens for nondelinquent real property taxes), subject only to the exceptions set forth in the Title Report and any other title matters approved in writing by Buyer (collectively, the “Permitted Exceptions”). Title Company shall issue to Buyer an ALTA Standard Coverage Owner’s Policy of Title Insurance (“ALTA Standard Policy”), in form and with such endorsements thereto as Buyer may reasonably request, in the full amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, dated as of the Closing Date, subject only to the Permitted Exceptions (the “Title Policy”). Buyer shall have the right to enter upon the Property to perform any surveys necessary to obtain an ALTA Standard Policy, and Seller hereby grants Buyer and Title Company a license to enter upon the Property and perform any inspections necessary for Title Company to issue an ALTA Standard Policy. Seller also agrees to execute any owner’s affidavits or similar instruments requested by Title Company in connection with the issuance of an ALTA Standard Policy.
6. “As-Is” Purchase. Except as expressly set forth herein, Seller is not making any representations or warranties of any kind or character, express or implied, with respect to the Property, and any part thereof, including, without limitation, representations or warranties as

to the physical condition of the Property, governmental approvals or regulations, environmental conditions, or fitness for a potential use. Buyer is relying solely on its own expertise, its investigations of the Property, and the expertise of Buyer's inspectors and consultants, and their inspections of the Property. To the extent permitted by law, Buyer shall keep all documentation and the results of all testing conducted by Buyer pursuant to this Agreement strictly confidential until the Closing Date; and, if Close of Escrow fails to occur, Buyer agrees to promptly destroy all documentation and the results of all testing conducted by Buyer under this Agreement. Upon Close of Escrow, Seller shall sell and convey to Buyer, and Buyer shall accept from Seller, the Property "as is," and "where is," with all faults, and with no adjustments for physical, functional, or economic conditions. Buyer acknowledges that there are no oral or written agreements, representations, or warranties related to, or affecting, the Property by Seller other than is set forth herein. Without limiting the foregoing, Buyer waives any and all claims against Seller relating to or arising from the physical condition of the Property, other than claims arising from the representations and warranties set forth in this agreement. The terms and conditions of this Section 6 shall survive Close of Escrow and the conveyance of the Property to Buyer.

7. Escrow and Closing; Conditions Precedent.

- a. Escrow Instructions. This Agreement, together with such further instructions, if any, as Seller and Buyer shall provide to Escrow Holder by written agreement, shall constitute the escrow instructions with respect to the Escrow. If Escrow Holder requires additional instructions, the parties shall execute additional escrow instructions which shall not substantially alter or vary the terms of this Agreement unless otherwise expressly agreed to by Seller and Buyer in writing. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any additional escrow instructions, the terms and conditions of this Agreement shall prevail.
- b. Closing Date. Unless this Agreement is earlier terminated by Buyer, the transaction contemplated by this Agreement shall close upon the first business day after all deliveries required under Sections 7.c and 7.d, below, have been made into Escrow (the "Close of Escrow"); provided, that, in no event shall the Close of Escrow occur later than 30 days after the opening of escrow (the "Outside Closing Date") without Buyer's extending the Outside Closing Date, which Buyer may do in its reasonable discretion. For purposes of this Agreement, the "Closing Date" shall be the date and time that the Deed (defined below) is recorded in the Official Records of Clark County, Nevada (the "Official Records").
- c. Sellers Deliveries to Escrow. No later than five (5) days prior to the Outside Closing Date, Seller shall deliver or cause the following items to be delivered to Escrow Holder:
 - i. Deed. A fully executed and acknowledged Grant Bargain and Sale Deed in the form attached hereto as **Exhibit "B"** and incorporated

herein by this reference (the “Deed”) conveying the Property to Buyer;

- ii. Certificate of Non-Foreign Status. An original affidavit executed by Seller, certifying that Seller is not a “foreign person” within the meaning of Paragraph 1445(f)(3) of the Code (the “Certificate of Non-Foreign Status”).
- iii. Declaration of Value Form. A declaration of value form in the form provided by Escrow Holder (the “Declaration of Value”).
- iv. Other Documents. Such other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement, including any owner’s affidavits or similar documents requested by Title Company in connection with the issuance of the Title Policy, and any lien releases, reconveyances, or similar releases necessary to ensure that no monetary encumbrances remain on the Property after Closing.

d. Buyer’s Deliveries to Escrow. No later than two (2) days prior to the Outside Closing Date, Buyer shall deliver or cause the following items and funds to be delivered to Escrow Holder:

- i. Funds. The balance of the Purchase Price, together with such other sums as Escrow Holder shall require to pay Buyer’s share of the closing costs, prorations, and adjustments as set forth in this Agreement, all in immediately available funds;
- ii. Other Documents. Such other documents, instruments, or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement, including any documents reasonably requested by Title Company.

8. Disbursements and Other Actions by Escrow Holder. Upon Close of Escrow, Escrow Holder shall promptly undertake all the following:

- a. Calculation and Disbursement. Disburse all funds deposited with Escrow Holder by Buyer as follows:
 - i. Deduct all items chargeable to the account of Seller pursuant to this Agreement; and
 - ii. Disburse the balance of the Purchase Price to Seller.
- b. Recordation. Cause the Deed, the Declaration of Value, and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records.
- c. Title Policy. Acting in its capacity as Title Company, issue the Title Policy to Buyer.

9. Possession. Seller shall deliver possession of the Property to Buyer at the Closing Date.

10. Closing Costs and Other Costs.

- a. Buyer's Portion. Buyer shall pay: (i) the cost of an ALTA Standard Policy of Title Insurance for the Property and the cost of any endorsements to the Title Policy; (ii) the fees and costs of Escrow Holder; (iii) the real property transfer tax, if any; and (iv) the cost of recording fees.
- b. Insurance Not Prorated. There will be no proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Buyer acknowledges and agrees that none of Seller's insurance policies will be assigned to Buyer at the Close of Escrow. Buyer shall be solely obligated to obtain any and all insurance that it deems necessary or desirable.

11. Prorations.

- a. Taxes to be Prorated. General real estate, personal property and ad valorem taxes and assessments, and any governmental or quasi-governmental improvement or other bonds encumbering the Property for the current tax year for the Property, if any, shall be prorated as of Close of Escrow; provided, however, that Seller shall be solely responsible for the payment of tax recapture liabilities relating to agricultural or open-space tax deferrals, and the amount of any such deferred taxes shall be withheld from, and offset against, the Purchase Price.
- b. Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property for the entire day upon Close of Escrow. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a three hundred sixty- five (365) day year.

12. Seller's Covenants.

- a. No Transfers or Encumbrances. Until the Closing no part of the Property, or any interest therein, will be sold, encumbered or otherwise transferred.
- b. Insurance. Until the Closing, Seller shall maintain the same insurance with respect to the Property that is in effect as of the date of this Agreement.
- c. Maintenance. Until the Closing, Seller shall maintain the Property in substantially the same manner that it is being maintained on the date of this Agreement.

13. Representations, Warranties, and Additional Covenants of Seller and Buyer.

- a. Representations and Warranties of Seller. Seller hereby represents and warrants to, and covenants with, Buyer that the following matters are true and correct as of the Effective Date and will also be true and correct as of the Closing Date:
- i. Authorization and Validity. This Agreement is, and all the documents executed by Seller which are to be delivered to at Close of Escrow will be, duly authorized, executed, and delivered by Seller, and is and will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy laws), and this Agreement does not and will not violate any provisions of any agreement to which Seller is a party or to which it is subject.
 - ii. No Bankruptcy Proceedings. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.
 - iii. Non-Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any related regulations.
 - iv. No Leases, Contracts, Options, Etc.; Further Encumbrances. Seller has not entered into any leases, options, rights of first refusal, licenses, or similar instruments granting possessory or ownership interests, whether vested or contingent, to enter or use the Property or any portion thereof with any third parties that are in effect as of the Effective Date, and there are no parties using or occupying the Property as of the Effective Date. Between the Effective Date and the Closing Date, Seller shall not cause title to the Property to be encumbered in any manner, whether voluntarily or involuntarily.
 - v. Hazardous Materials. Seller has not released any hazardous materials on or under the Property. To the best of Seller's actual knowledge, there are no hazardous materials present on or under the Property, and no underground storage tanks have been or are presently located on any portion of the Property. As used in this agreement, the phrase "hazardous materials" shall mean any materials or substances defined as hazardous, toxic, or otherwise subject to environmental regulation under the laws of the State of Nevada or under federal law.

- vi. Voluntary Transaction. Seller has willingly entered into this sale and agrees not to make any application or to assert any claim under the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq., or Chapters 34 or 37 of the Nevada Revised Statutes.
- b. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following matters are true and correct as of the Effective Date and will also be true and correct as of the Closing Date.
 - i. Good Standing. Buyer is a political subdivision of the State of Nevada created in conformance with Nevada law.
 - ii. Authorization and Validity. This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Buyer, and is and will be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy laws or the laws of the State of Nevada), and this Agreement does not and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject.
- c. No Brokers. Buyer and Seller each warrant to the other that such party has not had any contact or dealings with any real estate broker or other person which could give rise to the payment of any finders' fee or brokerage commission by such party in connection with this Agreement, and Buyer and Seller shall respectively each indemnify, protect, hold harmless and defend the other from and against any liability with respect to any such finder's fee or brokerage commission. In the event a party asserts a right to a brokerage commission or similar fee prior to Close of Escrow, Buyer shall have the right to offset such fee against the Purchase Price.
- d. Survival; Indemnity. The representations and warranties made by each of Buyer and Seller in this Section 14 shall survive the Closing Date for a period of one year, and Buyer and Seller each hereby agree to defend, protect, indemnify, and hold the other party harmless from and against any such damages, claims, causes of actions, costs, or other liabilities arising from, related to, or in any manner connected with the failure of any representation or warranty made by a party in this Section 13 being false or misleading.

14. General.

- a. Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party, which consent may be withheld in such party's sole and absolute discretion. Subject to the provisions of this Agreement, the provisions shall be binding upon and insure to the benefit of

each of the parties hereto and to their respective transferees and permitted successors, and assigns.

- b. Entire Agreement. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Except as otherwise expressly set for in this Agreement, any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- d. Time of Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- e. Notices. Any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service or by reputable overnight delivery service, addressed to the addresses below, and by email. Notices shall be deemed given upon actual delivery, or rejection of actual delivery, as applicable.

To Seller: GONGHONGCHUN CONSULTING &
INVESTMENT LLC
8129 Azure Falls Court
Las Vegas, Nevada 89117
Attn: Gong Hongchun
Email: gonghc@hotmail.com

To Buyer: LAS VEGAS VALLEY WATER DISTRICT
100 City Parkway, Suite 700
P.O. Box 99956, MS #95
Las Vegas, Nevada 89193
Attn: Sharon L. Kennemer, Principal ROW Agent
Email: sharon.kennemer@lvvwd.com

To Escrow Holder: First American Title Company
8311 West Sunset Road, Suite 100
Las Vegas, Nevada 89113
Attn: Julie Skinner, Vice President/Senior National
Commercial Underwriter

- f. Further Assurances. The parties agree to execute such instructions to Escrow Holder and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- g. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.
- h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
- i. Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement, the transaction described herein or for the enforcement hereof, the prevailing party shall be entitled to recover from the other Party reasonable and documented attorneys' fees, including allocated fees of in-house counsel. The provisions of this Section shall survive the Close of Escrow.
- j. Specific Performance. In addition to any other rights and remedies that Buyer may have under Nevada law, the parties expressly agree that Buyer shall have the right to specific performance of this agreement in the event of a Seller default.

[signature page follows.]

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IN WITNESS of the foregoing provisions, Seller and Buyer have executed this Purchase and Sale Agreement and Joint Escrow Instructions as set forth below, with the intent that such Agreement be effective for all purposes as of the Effective Date regardless of its date of execution.

SELLER:

GONGHONGCHUN CONSULTING & INVESTMENT LLC,
a Nevada limited liability company

Gong Hongchun, Managing Member

Date

BUYER:

LAS VEGAS VALLEY WATER DISTRICT,
a political subdivision of the State of Nevada

John J. Entsminger, General Manager

Date

Exhibit “A”

Legal Description of Property

Lot 4 in Block 2 of Artesian Heights Tract No. 01, as shown by map thereof on file in Book 1 of Plats, Page 105, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM those portions as conveyed to the City of Las Vegas in Grant Deed recorded January 19, 2016, in Book 20160119, as Instrument No. 02812 of Official Records, Clark County, Nevada.

Exhibit “B”

Form of Deed

[see attached]

APN: 162-06-610-007

Recorded at the Request of:

Las Vegas Valley Water District
P.O. Box 99956, MS95
Las Vegas, Nevada 89193

ROW Agent: MR

GRANT, BARGAIN, AND SALE DEED

This INDENTURE WITNESSETH: That **GONGHONGCHUN CONSULTING & INVESTMENT LLC**, a Nevada limited liability company, as (“GRANTOR”) for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does here by Grant, Bargain, Sell, and Convey to the **LAS VEGAS VALLEY WATER DISTRICT**, a political subdivision of the State of Nevada, all that real property situated in the County of Clark, State of Nevada, including the subsurface estate thereof, more particularly described as follows:

Lot 4 in Block 2 of Artesian Heights Tract No. 01, as shown by map thereof on file in Book 1 of Plats, Page 105, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM those portions as conveyed to the City of Las Vegas in Grant Deed recorded January 19, 2016, in Book 20160119, as Instrument No. 02812 of Official Records, Clark County, Nevada.

AND TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging to or in anywise appertaining, including, without limitation, any water rights, mineral rights, or subsurface rights associated with such property.

BUT SUBJECT TO, all matters of public record.

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IN WITNESS WHEREOF, the GRANTOR has hereunto set his hands upon this deed this
____ day of _____, 2023

GONGHONGCHUN CONSULTING & INVESTMENT LLC,
a Nevada limited liability company

Gong Hongchun, Managing Member

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____, by Gong
Hongchun, as Managing Member of Gonghongchun Consulting & Investment LLC, a Nevada
limited liability company.

Notary Public

Notary Stamp

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 5, 2023

Subject:

Joinder Agreement

Petitioner:

David L. Johnson, Deputy General Manager, Operations

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign a participating sponsor joinder agreement to Clark County's Contract with Empower Retirement, LLC, for recordkeeping and other administrative services pertaining to the District's Deferred Compensation 457(b) and 401(a) Plans.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On June 20, 2023, the Board of County Commissioners approved the Contract for Deferred Compensation 457 Plan (Contract) with Empower Retirement, LLC (Empower). Under the Contract, Empower provides and administers deferred compensation, retirement, savings and OBRA plans for Clark County (County). The Contract offers the opportunity for the Clark County Water Reclamation District, the Clark County Library District, Las Vegas Convention and Visitors Authority, Mt. Charleston Fire Protection District, the Eighth Judicial District Court, the University Medical Center of Southern Nevada, and the District to become participating sponsors through joinder agreements. The term of the Contract is for a period of seven years, effective July 1, 2023, through June 30, 2030, with three optional one-year renewals.

If approved, the attached Participating Sponsor Joinder Agreement (Agreement) provides the terms and conditions necessary for the District to become a participating sponsor under the Contract and includes the District's agreement to be bound by all provisions of the County's Contract. The District would benefit from the provision of services from Empower, including recordkeeping and administration, communication, education and advisory services, and from the combined value of investment options among all participating entities. By approval of this item, the Board of Directors would additionally authorize the County to administer the Contract on the District's behalf.

This Agreement is being entered into pursuant to NRS 332.115(1)(b), NRS 332.195; and Sections 1(13), 9(1) and 9(2) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agreement.

JJE:DLJ:MEM:td

Attachments: Disclosure, Joinder Agreement, Contract

AGENDA
ITEM #

6



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	12
Corporate/Business Entity Name:	Empower Retirement, LLC
Doing Business As:	
Street Address:	8515 E. Orchard Road
City, State, and Zip Code	Greenwood Village, CO 80111
Website:	empower.com
Contact Name:	Robert Gleason, Client Relationship Manager
Contact Email:	robert.gleason@empower.com
Telephone No:	877-630-4015
Fax No:	303-801-5627

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)*

The company is 100% owned by its parent company Great-West Life & Annuity Insurance Company, which is 100% owned by Great-West Lifeco Inc., a publicly traded 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?	
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Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

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

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

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

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

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

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

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

Authorized Signature

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

Signer Name:	Kelly Bush
Signer Title:	Head of Strategic Relations
Signer Email:	kelly.bush@empower.com
Signed Date:	2023-08-14

LVVWD/SNWA/SSEA Review

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

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

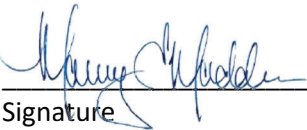
☐ Disclosure or Relationship **IS** noted above (complete the following):

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

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

Additional Comments or Notes:

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


Signature

Mary E. Madden, Director of Human Resources

Print Name/Title

08/15/2023

Date

GWO \$39.04 | -0.58

Home > Who we are > Leadership > Board of directors

Board of directors

Building on our strengths

Great-West Lifeco's leadership team is committed to building on our strengths to help our customers achieve financial security and well-being.

Senior officers

Board of directors



R. Jeffrey Orr
Chair of the Board

Director since July 30, 2002



Michael R. Amend

Director since May 3, 2018



Deborah J. Barrett
FCPA, FCA, ICD.D

Director since May 4, 2017



Robin A. Bienfait

Director since May 7, 2020



Heather E. Conway

Director since May 2, 2019



Marcel R. Coutu

Director since May 3, 2007



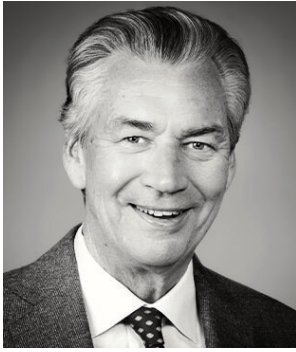
André Desmarais
O.C., O.Q.

Director since April 22, 1992



Paul Desmarais, Jr.
O.C., O.Q.

Director since May 15, 1986



Gary A. Doer
O.M.

Director since May 5, 2016



David G. Fuller

Director since May 4, 2017



Claude G  n  reux

Director since May 7, 2015



Paula B. Madoff

Director since May 3, 2018



Paul A. Mahon

Director since August 1, 2013



Susan J. McArthur

Director since May 7, 2015



T. Timothy Ryan

Director since May 8, 2014



Dhvani D. Shah

Director since May 10, 2023



Gregory D. Tretiak
FCPA, FCA

Director since May 3, 2012



Siim A. Vanaselja
FCPA, FCA

Director since May 8, 2014



Brian E. Walsh

Director since May 7, 2009

GWO \$39.01 | -0.61

[Home](#) > [Who we are](#) > [Leadership](#) > [Senior officers](#)

Senior officers

Building on our strengths

Great-West Lifeco's leadership team is committed to building on our strengths to help our customers achieve financial security and well-being.

Senior officers

Board of directors



Paul A. Mahon

President and Chief Executive Officer



Arshil Jamal

President and Group Head, Strategy, Investments, Reinsurance and Corporate Development



David Harney

President and Chief Operating Officer, Europe



Jeff Macoun

President and Chief Operating Officer, Canada



Edmund F. Murphy III

President and Chief Executive Officer, Empower Retirement



Robert L. Reynolds

President and Chief Executive Officer, Putnam Investments, LLC

Chair, Great-West Lifeco U.S. LLC



Sharon C. Geraghty

Executive Vice-President and General Counsel



Grace M. Palombo

Executive Vice-President and Chief Human Resources Officer



Garry MacNicholas

Executive Vice-President and Chief
Financial Officer



Nancy D. Russell

Senior Vice-President and Chief
Internal Auditor



David Simmonds

Senior Vice-President and Chief
Communications and Sustainability
Officer



Steve Rullo

Executive Vice-President and Global
Chief Information Officer



Raman Srivastava

Executive Vice-President and Global
Chief Investment Officer



Dervla M. Tomlin

Executive Vice-President and Chief Risk
Officer



Jeremy W. Trickett

Senior Vice-President and Chief
Governance Officer

Participating Sponsor Joinder Page to the Contract

Effective July 1, 2023, Empower Retirement, LLC and Clark County, Nevada entered into a Contract and a Scope of Work ("SOW") (collectively the "Contract") for the Clark County Deferred Compensation Plan and the Clark County OBRA Plan (collectively the "Plan").

By signing below, the Participating Sponsor agrees to participate under the Contract, SOW and associated Schedules for purposes of engaging Empower to provide the recordkeeping and other administrative services described in the SOW on behalf of the plan(s) listed below. The Participating Sponsor acknowledges and agrees that it has made itself familiar with the terms of the Contract, SOW and associated Schedules and has received sufficient information to participate in the terms of the Contract.

Additionally, the Participating Sponsor agrees to be bound by all provisions of the Contract, SOW and associated Schedules. The Participating Sponsor also authorizes future amendments or changes (including any amendments to the Contract, termination of the Contract or SOW, and changes to the Investment Options) as adopted by Clark County, Nevada and agrees to be bound thereby. Finally, the Participating Sponsor acknowledges that, with respect to the Contract, Clark County, Nevada will act for and on behalf of each Participating Sponsor, and that matters pertaining to the Contract and every act done by, agreement made with, or communication given to, Clark County, Nevada are binding on the Participating Sponsor.

The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: Las Vegas Valley Water District for the:

Las Vegas Valley Water District Deferred Compensation Plan (762557-01);
Las Vegas Valley Water District 401(a) Retirement Plan – GM (762557-02);
Las Vegas Valley Water District 401(a) Savings Plan (762557-03)

Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada

Signature

Printed Name

Title

Date Signed

Signature

Printed Name

Title

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed



Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217
(702) 455-2897 • Fax (702) 386-4914

Jessica Colvin, Chief Financial Officer
Adriane Garcia, Purchasing Manager

July 10, 2023

Kelly Bush
EMPOWER RETIREMENT, LLC
8515 East Orchard Road
Greenwood Village, Colorado 80111

E-MAIL: Kelly.Bush@empower.com

**RE: RFP NUMBER 605654-20; DEFERRED COMPENSATION 457 PLAN
(OA NO. 4610008215)**

Kelly Bush:

Thank you for the return of the requested insurance documentation. The documentation appears to be in an acceptable form. Enclosed is a copy of the contract for your records.

The Department of Finance will administer this contract and will be in contact with you in the near future.

Clark County offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. The ACH enrollment form can be obtained on the Clark County website at:

https://www.clarkcountynv.gov/government/departments/finance/services_and_information/vendor_information.php#outer-2785.

If you have questions, contact the Comptroller Office at:

Email: comptrollerVendorDesk@clarkcountynv.gov

Physical Address:

Clark County Comptroller's Office
500 S. Grand Central Parkway, 1st Floor
P.O. Box 551210
Las Vegas, Nevada 89155-1210

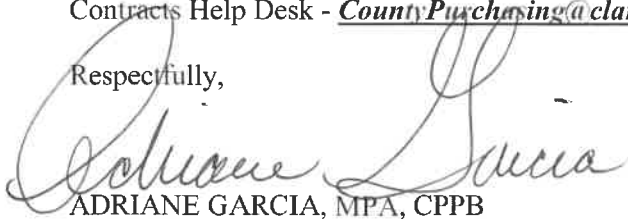
For questions, call (702) 455-3895. Please allow two business days from receipt of the form to be completely activated.

BOARD OF COUNTY COMMISSIONERS

JAMES B. GIBSON, Chair
JUSTIN C. JONES • MARILYN KIRKPATRICK • WILLIAM MCCURDY II • ROSS MILLER • MICHAEL NAFT • TICK SEGERBLOM
KEVIN SCHILLER, County Manager

Thank you for your continued interest in doing business with Clark County. **Note:** *all Clark County solicitations are now posted on the Internet at <http://www.clarkcountynv.gov/purchasing>, as well as other important and useful purchasing related information.* Should you have any questions regarding our website or online Supplier Registration Database you can now email them to the Purchasing and Contracts Help Desk - **CountyPurchasing@clarkcountynv.gov**.

Respectfully,

A handwritten signature in cursive script, appearing to read "Adriane Garcia", written in dark ink.

ADRIANE GARCIA, MPA, CPPB
Purchasing Manager

AKG/kg

Enclosures: RFP No. 605654-20 Document(s)

cc: Jessica Colvin, Chief Financial Officer
Jeff Share, Director of Budget and Finance Planning
Thomas Minwegen, Clark County Water Reclamation
Mason Van Houweling, University Medical Center
Jorge Gonzalez, Mt. Charleston Fire Department

CLARK COUNTY, NEVADA
DEFERRED COMPENSATION 457 PLAN
RFP NO. 605654-20

EMPOWER RETIREMENT, LLC
NAME OF FIRM
Kelly Bush - Head of Strategic Relations Government and Taft-Hartley Markets
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
8515 E. Orchard Road Greenwood Village, CO 80111
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
949-241-1742
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
Kelly.Bush@empower.com
E-MAIL ADDRESS

CONTRACT FOR DEFERRED COMPENSATION 457 PLAN

This Contract is made and entered into this 6th day of JULY 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and EMPOWER RETIREMENT, LLC (hereinafter referred to as PROVIDER OR "EMPOWER"), for **Deferred Compensation 457 Plan** (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, **PROVIDER** has the personnel and resources necessary to accomplish the PROJECT; and

WHEREAS, **PROVIDER** has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and **PROVIDER** agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain **PROVIDER** for the period of seven (7) years from July 1, 2023 through June 30, 2030, with the option to renew for three (3), one-year renewal periods subject to the provisions of Sections II and VIII herein. During this period, **PROVIDER** agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay **PROVIDER** for the performance of services described in the Scope of Work (Exhibit A) in accordance with the terms of the Contract or SOW or attachment hereto. It is expressly understood that the entire work defined in Exhibit A must be completed by **PROVIDER** and it shall be **PROVIDER'S** responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY, or as otherwise set forth in the SOW.
 - a. COUNTY'S representative shall notify **PROVIDER** in writing within fourteen (14) calendar days of any disputed amount included on the invoice. **PROVIDER** must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount **PROVIDER** will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
2. No penalty will be imposed on COUNTY if COUNTY fails to pay **PROVIDER** within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
3. In the event that legal action is taken by COUNTY or **PROVIDER** based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
4. COUNTY shall subtract from any payment made to **PROVIDER** all damages, costs and expenses caused by **PROVIDER'S** negligence, resulting from or arising out of errors or omissions in **PROVIDER'S** work products, which have not been previously paid to **PROVIDER**.
5. COUNTY shall not provide payment on any invoice **PROVIDER** submits after six (6) months from the date **PROVIDER** performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.

6. Invoices shall be submitted to: Department of Finance, 500 S. Grand Central Pkwy., 6th Floor, Las Vegas, NV 89155, Attn: Director of Finance.

C. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. **PROVIDER** will be provided information on how to enroll at time of award.

County's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to **PROVIDER**.

SECTION III: SCOPE OF WORK

Services to be performed by **PROVIDER** for the PROJECT shall consist of the work described in the Scope of Work ("SOW") as set forth in Exhibit A of this Contract and any additional services schedules, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in **PROVIDER'S** cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of **PROVIDER** for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by **PROVIDER** of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by **PROVIDER** shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, **PROVIDER** shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, **PROVIDER** has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by **PROVIDER** in the performance of the services hereunder. **PROVIDER** shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. **PROVIDER** shall appoint dedicated personnel, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the dedicated personnel, or by **PROVIDER'S** associates and employees under the personal supervision of the dedicated personnel. Should the dedicated personnel, or any employee of **PROVIDER** be unable to complete his or her responsibility for any reason, **PROVIDER** must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If **PROVIDER** fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default. Notwithstanding the foregoing, the **PROVIDER** may remove or replace dedicated personnel without the COUNTY's prior approval for purposes of promotion to a different business unit within **PROVIDER's** organization, termination, retirement or death of such dedicated personnel.
- C. **PROVIDER** has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. **PROVIDER** agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. **PROVIDER** shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by **PROVIDER**, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, **PROVIDER** shall follow practices consistent with generally accepted industry standards.
- F. 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 or applicable laws. **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.
1. Permitted or required approval by COUNTY 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.
 2. COUNTY'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 Contract or of any cause of action arising out of the performance of this Contract, and **PROVIDER** shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by **PROVIDER'S** performance or failures to perform under this Contract.
- G. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by **PROVIDER** for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by **PROVIDER** to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, 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 COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract during the term of this Contract and as set forth in Section 8 of the SOW.

- H. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by **PROVIDER**, without prior written approval of COUNTY for any subcontractors engaged specifically and uniquely to provide additional services to the plan under this Contract.
- B. Approval by COUNTY of **PROVIDER'S** request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve **PROVIDER** of responsibility for the professional and technical accuracy and adequacy of the work. **PROVIDER** shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by **PROVIDER'S** subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of **PROVIDER'S** request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with **PROVIDER** in the performance of services under this Contract and in accordance with the terms as set forth in Section 4 of the SOW Schedule A-1 and will be available for consultation with **PROVIDER** at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by **PROVIDER** under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Comptroller, Clark County Office of the Comptroller, telephone number (702) 455-3323, or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform **PROVIDER** by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to **PROVIDER**. It is understood that COUNTY'S representative's review comments do not relieve **PROVIDER** from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY 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 specified by this Contract.
- E. **PROVIDER** will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent **PROVIDER**.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If **PROVIDER'S** performance of services is delayed or if **PROVIDER'S** sequence of tasks is changed, **PROVIDER** shall notify COUNTY'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 COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

To the extent the parties have a mutually agreed upon process, or that this provision is deemed mutually applicable by the parties, the COUNTY may suspend performance by **PROVIDER** under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to **PROVIDER** at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay **PROVIDER** its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. **PROVIDER** shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by **PROVIDER** for any cause other than the error or omission of the **PROVIDER**, for an aggregate period in excess of thirty (30) business days, **PROVIDER** shall be entitled to an equitable adjustment of the compensation payable to **PROVIDER** under this Contract to reimburse **PROVIDER** for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. not less than ninety (90) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Contract may be terminated by COUNTY for its convenience; but only after **PROVIDER** is given:
 1. not less than ninety (90) calendar days written notice of intent to terminate; and
 2. an opportunity for consultation with COUNTY prior to termination.
- b. If termination is for COUNTY'S convenience, COUNTY shall pay **PROVIDER** that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Termination for Default

- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay **PROVIDER** that portion of the compensation which has been earned as of the effective date of termination but:
 1. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 2. Any payment due to **PROVIDER** at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of **PROVIDER'S** default.
- b. Upon receipt or delivery by **PROVIDER** of a termination notice due to default by **PROVIDER**, which default is incapable of cure, or which being capable of cure, has not been cured within ninety (90) days after receipt of notice of such default from the COUNTY, or within such additional cure period as mutually agreed upon by the parties, **PROVIDER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
- c. If after termination for failure of **PROVIDER** to fulfill contractual obligations it is determined that **PROVIDER** has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event **PROVIDER** shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of **PROVIDER** assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and **PROVIDER** provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of **PROVIDER'S** principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within **PROVIDER'S** control.

- C. Transition Assistance Services. Upon termination for any reason, Empower will provide to Plan Sponsor the deconversion and transition assistance services set forth in the SOW.

SECTION X: INSURANCE

- A. **PROVIDER** shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. **PROVIDER** shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If **PROVIDER** fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order **PROVIDER** to stop the work, declare **PROVIDER** in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY:	Clark County Office of the Comptroller 500 S. Grand Central Pkwy., 6th Las Vegas, NV 89155 Attn: Comptroller
TO PROVIDER :	Empower Retirement, LLC 8515 East Orchard Road Greenwood Village, CO 80111 Attn: Market Segment Head w/ Copy to General Counsel

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that **PROVIDER** and any subcontractors, agents or employees employed by **PROVIDER** shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of **PROVIDER** or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, **PROVIDER** agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. **PROVIDER** acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. **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 gender expression, age, disability, national origin, or any other protected status, COUNTY may declare **PROVIDER** in breach of the Contract, terminate the Contract, and designate **PROVIDER** as non-responsible.

D. Assignment

Any attempt by **PROVIDER** to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void, except as otherwise noted in the SOW.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of **PROVIDER** or the employees or agents of **PROVIDER** in the performance of this Contract. 1.1. Notwithstanding anything to the contrary herein, Empower shall not be liable to the COUNTY for any damages resulting from: 1) any acts or omissions undertaken at the Direction of the COUNTY or any agent or any third party authorized by the COUNTY to provide Direction to Empower, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) the COUNTY's or its designee's failure to provide accurate documents, material, information or data to Empower or its Affiliates, as applicable on a timely basis. The COUNTY acknowledges that Empower and its directors, officers, employees and authorized representatives are not responsible for the investment performance of any Investment Options under the Plan.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to **PROVIDER**, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by **PROVIDER** or any agent or representative of **PROVIDER** to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against **PROVIDER** as it could pursue in the event of a breach of this Contract by **PROVIDER**; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by **PROVIDER** in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by **PROVIDER** is subject to review by COUNTY to ensure contract compliance. **PROVIDER** agrees to provide COUNTY any and all information requested that relates to the performance of this Contract as set forth in Section 7.3 of the SOW (Operational Audit). 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 Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will 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 Contract. **PROVIDER** further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by **PROVIDER** shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract if any are engaged to perform additional services specifically and uniquely to the Plan under this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by **PROVIDER** is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. **PROVIDER** shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of **PROVIDER** to supply goods or services, COUNTY is neither endorsing nor suggesting that **PROVIDER'S** service is the best or only solution. **PROVIDER** agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it submitted its Bid, it was not engaged in, and agrees for the duration of the Contract, 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.

T. Entire Agreement

Each schedule, including any exhibits, notices and attachments (including an incorporation by reference of the terms and conditions of this Contract), constitutes the entire agreement of the parties thereto with respect to the subject matter thereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services contained in the applicable Schedule. This Contract or any SOW or schedule may be amended by written agreement of the parties; for that purpose, emails do not constitute signed writings. Notwithstanding the foregoing, PROVIDER may add or enhance the Services, update the method of providing the Services without any reduction in service, or modify the Services to comply with applicable laws by providing written notice to COUNTY at least 30 days in advance of the effective date of such change, provided that COUNTY may opt out of certain Services that directly impact Participants and any changes that result in an increase in fees to the Plan. Any PROVIDER notices or policies that are attached to or referenced in this Contract may be updated by PROVIDER at any time, provided that such updates shall not materially degrade the rights or protections set forth therein. No waiver of any breach of any provision of this Contract shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing. With respect to the applicable industry standard legal terms and conditions set forth in the Clark County, Nevada Contract for the Deferred Compensation 457 Plan RFP No. 60564-20 ("Professional Services Agreement") now entitled (the "Contract"), and those set forth in the PROVIDER'S Scope of Work Agreement, or SOW, included in this Contract, the parties agree that in the event of any conflict between the Contract and the SOW, the Contract will supersede and control. Additionally, with respect to the specific recordkeeping service provisions, or specific legal provisions tied to the recordkeeping services in the SOW, the parties agree that in the event of a conflict between the Contract and SOW, the SOW will supersede and control.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: *Jessica Colvin*
JESSICA COLVIN
Chief Financial Officer

Jun 20, 2023

DATE

PROVIDER: EMPOWER RETIREMENT, LLC

By: *Daniel A. Morrison*
DANIEL A. MORRISON
SVP Government Markets

5/3/2023

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett*
Jason Patchett (May 24, 2023 14:59 PDT)

JASON B. PATCHETT
Deputy District Attorney

May 24, 2023

DATE

**EXHIBIT A
SCOPE OF WORK
("SOW")**

for

CLARK COUNTY, NEVADA

(the "Plan Sponsor")

Group Client Number

**762336;
762555 – 762564**

1. DEFINITIONS

"Affiliate" means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the effective date of this Agreement.

"Agreement" includes the Contract for Deferred Compensation 457 Plan, this Scope of Work and any Exhibits, Schedules, notices and other documents attached, incorporated or referenced herein.

"Business Day" means any day, and only for as many hours as, the New York Stock Exchange is open.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Data" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"Data Protection Laws" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"Direction" and **"Direct"** and their similar terms shall mean the instruction, authorization, or direction given to Empower by the Plan Sponsor, another fiduciary of the Plan, or a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this SOW.

"Empower" and **"Empower Retirement"** refer to Empower Retirement, LLC and its Affiliates with respect to products and Services offered in the retirement markets, including but not limited to recordkeeping and other financial services.

"Information Security Breach" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"Investment Options" means those investment options made available under the Plan based on Plan Sponsor or another Plan investment fiduciary designated by the Plan Sponsor (other than Empower or one of its Affiliates).

"Participant" shall mean an employee, former employee, participant, former participant, member, beneficiary or alternate payee who is or may be entitled to participate in or receive benefits under the Plan.

"Participating Sponsor" shall mean any corporation, agency, trade or business that is required to be treated as a single employer or otherwise required to be aggregated with Plan Sponsor and which has adopted the Plan in accordance with its terms. A Participating Sponsor shall become a party to the Contract upon execution of a joinder document by the Plan Sponsor and a Participating Sponsor wherein the Participating Sponsor is thereby bound to the terms of the Contract and associated SOW and Schedules.

"Personal Data" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

"Plan Administrator" means a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates), to be the "plan administrator" and "named fiduciary" as defined by applicable law.

"Plan Data" has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1 to SOW.

“Plan Sponsor” means the Plan Sponsor identified above, the Plan Administrator, named fiduciaries, and other delegates of the Plan Sponsor (other than Empower or one of its Affiliates) as dictated by the context, and any Participating Sponsor as applicable.

“Services” means the services provided by Empower or an Empower Affiliate, as applicable, acting as a service provider Directed by the Plan Sponsor to perform such Services under an applicable Schedule. Empower shall provide the Services in a non-fiduciary capacity (except where Empower acknowledges its fiduciary status in writing). The provision of Services shall be governed by the terms and conditions set forth in this SOW, by applicable law and regulations and any additional terms and conditions contained in the applicable Schedule.

2. SCOPE OF WORK

This SOW sets forth the terms and conditions pursuant to which Plan Sponsor may receive Services from Empower or an Empower Affiliate. These terms and conditions will be deemed to be incorporated by reference into the Contract entered into between the parties.

3. FEES/CHARGES & FEE DISCLOSURES

3.1 Fees / Charges. Plan Sponsor agrees to pay Empower for the Services in accordance with the terms of the Contract or SOW or attachment hereto. Unless otherwise Directed by the Plan Sponsor, the Plan Sponsor hereby Directs Empower to deduct applicable Plan expenses from the Plan and/or Participant accounts, as applicable.

4. CONFIDENTIALITY

4.1 Confidential Information. In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary information, software or websites of a party (**“Confidential Information”**). For the purpose of clarity, any software or website owned, licensed, or made available by Empower (**“Empower Software”**) is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties’ Affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder, or as otherwise directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; information that is independently developed by a party without reference to the Confidential Information of the other party, or information that is required to be disclosed pursuant to the Nevada Public Records Law.

4.2 Permitted Disclosures of Confidential Information.

4.2.1 Legally Required Disclosures. In the event a party is required to make a legally required disclosure of the other party’s Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to (i) broad-based regulatory examinations associated with a party’s general business or operations; (ii) disclosures made in conjunction with a law enforcement investigation or inquiry; (iii) or where notice is prohibited by law. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its Affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the

Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

4.2.2 Authorized Disclosures. Plan Sponsor authorizes Empower to disclose Data to Empower's Affiliates and service providers in connection with Empower's performance of Services under this SOW. In addition, Plan Sponsor authorizes Empower to disclose Data to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Empower's client base in a manner that makes such Data unidentifiable to a particular individual or plan. Empower's current Privacy Notice is attached to this SOW, but shall not lessen any of Empower's obligations regarding Personal Data hereunder. Plan Sponsor agrees that any changes to the Privacy Notice may be delivered to Plan Sponsor through the Plan Service Center (PSC) or by email to designated representatives of Plan Sponsor.

4.2.3 Disclosures of Personal Data to Plan Sponsor. Plan Sponsor may Direct Empower to provide Plan Sponsor or its designated agent with information (which may include Personal Data) received from or in relation to Participants in connection with the performance of Services under this Agreement, which may include private information shared by the Participant during recorded phone calls and written or electronic correspondence.

5. DATA PROTECTION

5.1. Mutual Obligation to Protect Data. Empower and Plan Sponsor each agree to maintain and hold in confidence all Data and Confidential Information, as applicable, received in connection with the performance of Services under this SOW. Empower and Plan Sponsor agree that their collection, use and disclosure of all Data is and will at all times be conducted in compliance with all applicable Data Protection Laws. Each party will implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. In accordance with the foregoing, Empower maintains a comprehensive data security program designed to safeguard Data and access to the Empower Software and systems, as further set forth in the Data Security & Privacy Addendum attached hereto as Exhibit 1.

5.2. Mutual Notice of an Information Security Breach. The parties will promptly notify each other in the event of an Information Security Breach. Such notice shall include: (i) the consequences of the breach, including (without limitation) any potential impact on the other party's security measures, systems, Data, Confidential Information, or the Empower Software; and (ii) the corrective action taken to remedy the breach. In addition to the foregoing, Plan Sponsor will notify Empower immediately upon discovering a compromise of the security and/or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system.

6. BUSINESS CONTINUITY & DISASTER RECOVERY

Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Such procedures will be tested at least once annually. GWFS Equities, Inc.'s current Business Continuity Plan Notice is attached to this SOW. By executing this SOW, Plan Sponsor acknowledges receipt of this Notice.

7. RECORDS & AUDIT

7.1 Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under this SOW in accordance with its record retention policy and as required by law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and Data once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or Data that must be retained for audit, legal or regulatory purposes, or that is stored in non-readily accessible electronic format, such as on archival systems; in such cases Empower's data protection obligations shall continue until such Data is destroyed in accordance with Empower's record retention policy.

7.2 SSAE 18. Each year upon the request of Plan Sponsor, Empower will provide a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants ("SSAE18") SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

7.3 Audit. During the term of the Contract, Plan Sponsor, at Plan Sponsor's sole cost and expense, shall have the right, once per year and with 30 days' advance notice to Empower, to review and perform operational and administrative audits limited to Plan records, data and information (collectively, an "Operational Audit") of the Services. Operational Audit requests by Plan Sponsor shall not exceed more than one per calendar year and will not require Empower to provide more than 40 hours of assistance. The parties agree that the 40 hours of Empower's assistance are included in the Basic Plan Administration Fee as described in the Recordkeeping Services & Fee Schedule. In the event the Plan Sponsor requests audit support in excess of the aforementioned parameters and exceptions, Empower reserves the right to charge an additional fee, with advance notice to and consent of the Plan Sponsor, which shall not be unreasonably withheld. Any Operational Audit requested pursuant to this section will be performed in a reasonable time, place and manner so as not to disrupt Empower's normal business and shall not include Empower Confidential information. Plan Sponsor may use a third party to perform such Operational Audit, provided, however, that no third party may perform an Operational Audit hereunder except pursuant to such third party's signature to Empower's confidentiality agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Plan Sponsor Materials. As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own materials, trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower for use in providing the Services (collectively, the "Plan Sponsor Materials").

8.2 Empower Materials. As between the parties hereto, Empower and its Affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder (collectively, the "Empower Materials"). Empower grants to Plan Sponsor and Participants (as applicable) a non-exclusive, non-transferable license to use the Empower Materials during the term of the Contract for purposes of using Empower's Services hereunder and subject to the terms and conditions set forth in this SOW and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

9. DISPUTE RESOLUTION

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to the Contract and SOW. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agreed to by both

parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal.

10. MISCELLANEOUS

10.1. Affiliates & Agents. Plan Sponsor acknowledges and agrees that Empower may utilize the services of Affiliates, agents and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder and Empower shall at all times remain liable for the performance of the Services hereunder.

10.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Neither party nor its personnel shall be considered employees of the other party for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement. The parties shall bear sole responsibility for its own taxes, including income, franchise, privilege, gross receipts, sales and use, excise, real and personal property (including software), payroll and any other taxes or assessments, surcharges or governmental charges that may be imposed, levied, collected or assessed by a taxing jurisdiction. If applicable, the parties shall reasonably cooperate with each other to enable each party to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible and administratively reasonable.

10.3. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their Affiliates and is not intended to confer any rights or remedies upon any other person.

10.4. Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

10.5. Indemnification. Any indemnification under this SOW shall be governed by the Contract as set forth in Section XII.E.

10.6. Headings; Defined Terms; Counterparts. Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement, including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

10.7. No Tax or Legal Advice. Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

10.8. Survival. The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidentiality; Data Protection; Record Retention; Intellectual Property Rights; Indemnification; Dispute Resolution; Survival; Severability; Transition Assistance Services; No Tax or Legal Advice; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

10.9. Signatures/Corporate Authenticity. By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

10.10. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**EXHIBIT 1 TO SOW:
DATA SECURITY & PRIVACY ADDENDUM**

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Personal Data and Plan Data (the "**Addendum**"). Capitalized terms used but not defined herein have the meanings given to them in the SOW or the Contract as executed by Empower and Plan Sponsor under which Empower provides services to Plan Sponsor.

1. **Definitions.** The following terms have the meanings set out below and similar terms shall be construed accordingly:

"**Data**" means Personal Data and Plan Data.

"**Data Protection Laws**" means any law with respect to the protection of Personal Data that is applicable to Empower's Services under the SOW or any Schedule thereto.

"**Information Security Breach**" means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized acquisition, disclosure, modification or use of unencrypted Personal Data, or encrypted Personal Data where the encryption key has also been compromised; and (ii) a reasonable likelihood of identity theft or fraud against a data subject in the Plan. An Information Security Breach includes, without limitation, theft and/or malicious use of Data by Empower personnel. A good faith but unauthorized or unintentional acquisition, disclosure, modification or use of Personal Data by an employee or contractor of Empower or a party who has signed a confidentiality agreement with Empower does not constitute a Security Breach if the Personal Data is not subject to further unauthorized acquisition, disclosure, loss, modification, or use.

"**Personal Data**" shall mean information that identifies or is reasonably capable of being associated with a Participant in the Plan or an eligible employee of Plan Sponsor, and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, but excluding data that is publicly-available and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

"**Plan Data**" shall mean non-public Plan level information that is provided to Empower in connection with receipt of the Services. Plan Data excludes data that is de-identified and aggregated for benchmarking and research purposes.

"**Subprocessor**" means any person (including any third party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

2. **Direction.** Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to Direct each Subprocessor), where applicable, to process Personal Data as follows: (a) processing in accordance with the SOW and any amendments thereto as executed by the parties; and (b) processing initiated by Participants in their use of the Services. Plan Sponsor represents that it is and covenants that it will at all relevant times remain duly and effectively authorized to give the Direction set out herein.

3. **Security.** In order to protect Personal Data, Empower will implement appropriate technical and organizational measures designed to protect Personal Data in accordance with the requirements of any Data Protection Laws. In addition to the foregoing, Empower's security program shall conform to the commitments described below.

4. **Subprocessing.** Plan Sponsor hereby agrees that Empower may engage its Affiliates and third parties as Subprocessor in connection with the provision of Services under the SOW. Empower shall carry out reasonable due diligence as appropriate to the nature of each Subprocessor's services to ensure that

the Subprocessor is capable of providing the level of protection for Personal Data required by the Information Security Policies. Upon request, Empower shall make available a current list of any material Subprocessors that have access to Personal Data; the parties hereto agree that such list is the Confidential Information of Empower and subject to the confidentiality provisions of the SOW.

5. Data Subject Rights. In the event that Empower receives a request from a Participant relating to an exercise by the Participant of the Participant's rights under applicable Data Protection Laws (such as a "right to know" or "right to delete" request), Empower will Direct such Participant to take the request to the Plan Sponsor. Empower will cooperate with any request by the Plan Sponsor to respond to requests to the extent required by applicable Data Protection Laws.

6. Data Security. Empower's Information Security Policies and related policies address the management of information security, the security controls employed by the organization. These policies include, without limitation:

6.1 An Information Security Board that is responsible for the development, implementation, and ongoing maintenance of Empower's data security.

6.2 Documented policies ("**Information Security Policies**") that Empower formally approves, internally publishes, communicates to appropriate personnel and reviews at least annually. Empower's Information Security Policies shall (i) mandate the secure protection and handling of confidential data, (ii) comply with applicable laws, (iii) conform to or exceed applicable industry standards for the retirement plan services industry, and (iv) documented, clear assignment of responsibility and authority for data security-related activities.

6.3 Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing and wireless access.

6.4 Regular testing of the key controls, systems and procedures, including (i) testing of information technology general controls (ITGC) at least annually or whenever there is a material change in business practices, and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower will correct vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

6.5 Policies and procedures designed to protect the security of Plan Data and Personal Data that is accessible to, or held by, Empower's third party suppliers. Such policies shall be based on Empower's Information Security Policies, and shall address, as applicable: (i) the identification and risk assessment of such supplier; (ii) minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of cybersecurity practices of such suppliers; and (iv) periodic assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

6.6 Use of appropriate administrative, technical and operational measures designed to ensure Personal Data and Plan Data is secure.

6.7 Monitoring, evaluating and adjusting, as appropriate, its data security protocols summarized herein, in light of relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make such updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data or Plan Data.

7. Risk Management. Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

8. Human Resources.

8.1 Acknowledgements. Empower shall provide training on its information security practices to its personnel at least annually. Empower personnel shall acknowledge their information security and privacy responsibilities under Empower's policies.

8.2 Personnel Controls. Empower completes appropriate pre-employment background checks and screening on its personnel, and requires personnel to complete initial security training at the time they are first employed with Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Plan Data or Personal Data upon termination or applicable role change.

9. Physical and Environmental Safety.

9.1 Physical and Environmental Security Controls. Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provision services. Physical security includes, without limitation (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

9.2 Ongoing Operations. Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

10. Communications and Operations Management.

10.1 Controls. Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization.

10.2 Operations Security. Empower's Information Security Policies mandate ongoing operations security requirements, including but not limited to, installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

11. Access Control.

11.1 Access Control. Empower utilizes access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include but are not limited to: limiting access to personnel with a requirement to view Personal Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

11.2 Authentication. Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

11.3 Remote Access to Empower Systems. Empower uses multi-factor authentication for remote access to its systems.

12. Information Systems Acquisition, Development and Maintenance.

12.1 Systems Development Security. Empower addresses security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

12.2 Software Security Management. Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services and user-developed applications) adhere to the information security standards set forth in Empower's Information Security Policies.

12.3 Vulnerability Assessments/Ethical Hacking. Empower performs vulnerability assessments and penetration testing against Internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards set forth in Empower's Information Security Policies.

12.4 Cryptography. Empower uses cryptography techniques that assist Empower with preventing the unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include but are not limited to: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

13. Information Security Breach Management.

13.1 Incident Management Program. Empower maintains investigative measures and techniques for incident handling, including but not limited to: a formalized, enterprise-wide Computer Security Incident Response Team ("CSIRT"), and CSIRT processes which are tested at least annually.

13.2 Information Security Breach Response. Empower will notify Plan Sponsor after becoming aware of any Information Security Breach in accordance with all applicable Data Protection Laws. For the avoidance of doubt, Empower will (i) keep the Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remedying and taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. In the event that individual or regulatory notifications are required under applicable Data Protection Laws, the parties will cooperate with respect to notifications. To the extent the Information Security Breach is caused by Empower's failure to abide by its obligations as set forth in this Addendum, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals to the extent required by law or otherwise appropriate in Plan Sponsor's and Empower's reasonable judgment.

14. Plan Sponsor Assessment Rights.

14.1 Assessment via Security Assurance Package. Within the secure Plan Sponsor website provided by Empower, Empower provides documentation that supports and informs the reader about

Empower's current security program and practices. These documents are referred to as the Security Assurance Package ("**SAP**"), which currently consists of the following items: Security Program Overview document, SOC 1 report, SOC 2 report, available IT certification reports (e.g. Verizon CRP), and a completed SIG questionnaire with related supporting materials. (The SIG is a standardized document template created by the Shared Assessments Program, a consortium of leading financial institutions, the Big 4 accounting firms, and companies from a wide array of industries.)

14.2 Regulatory Assessment. If Plan Sponsor's governmental regulators require that Plan Sponsor perform an on-site audit of Empower's network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct an on-site audit of Empower's network security, relevant to the security of Plan Data ("**Regulatory Audit**"). Unless a different notice or frequency is required by Plan Sponsor's governmental regulators, a Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-upon time with at least 60 days' advance written notice to Empower. If a Regulatory Audit requires the equivalent of more than two business days of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor's an audit fee at Empower's then-current rates for each day thereafter.

**EXHIBIT 2:
PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE
TRADING**

This Exhibit 2 shall apply to any Recordkeeping Services Schedule under the Master Services Agreement

**PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE
TRADING POLICIES**

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

01/2022

EXHIBIT 3: PRIVACY NOTICE

PRIVACY NOTICE



FACTS	What does Empower Retirement, LLC (Empower) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower chooses to share and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at 855-756-4738 or go to empower.com/privacy
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WHO WE ARE	
Who is providing this notice?	Empower and its affiliates. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical and procedural safeguards, such as building and system security and personnel training.
How does Empower collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none">• Provide account information or apply for a loan.• Enter into an investment advisory contract or seek advice about your investments.• Tell us about your investment or retirement portfolio. <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none">• Sharing for affiliates' everyday business purposes — information about your creditworthiness.• Affiliates from using your information to market to you.• Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none">• <i>Our affiliates include companies with the Empower, Great-West Life & Annuity or Great-West names, as listed below, and other financial companies such as Advised Assets Group, LLC and GWLA.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none">• <i>Empower does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none">• <i>Empower doesn't jointly market.</i>
WHO IS PROVIDING THIS NOTICE?	
Empower Retirement, LLC; Great-West Life & Annuity Insurance Company; The Great-West Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of New York; Great-West Financial Retirement Plan Services, LLC; Advised Assets Group, LLC; GWFS Equities, Inc.; The Canada Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of South Carolina; Great-West Capital Management, LLC; Great-West Funds, Inc.; Great-West Trust Company, LLC; Prudential Retirement Insurance and Annuity Company; Prudential Bank & Trust, FSB; Global Portfolio Strategies, Inc.; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; Mullin TBG Insurance Agency Services, LLC; and COMOSA REIT Corp.	

GEN-FLY-WF-1831220-0622

EXHIBIT 4: BUSINESS CONTINUITY PLAN NOTICE

BUSINESS CONTINUITY PLAN NOTICE

GWFS Equities, Inc., a subsidiary of Great-West Life & Annuity Insurance Company and affiliate of Great-West Life & Annuity Insurance Company of New York* ("the Company") and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Record keeping and administrative services are provided by Empower Retirement, LLC, and in New York, Great-West Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Web site or can be obtained by requesting a written copy by mail.

BCP – GWFS Customer Notice (Ed. May 2022)

**SCHEDULE A-1:
RECORDKEEPING SERVICES & FEE SCHEDULE
for the following Plans
LIST OF PLANS**

1. **Clark County Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762336-01]
2. **Clark County 401(a) [Savings Plan] ("401(a) Plan")**
[Group Account Number: 762336-14]
3. **Clark County Water Reclamation District Deferred Compensation Plan ("457(b) Plan")** [Group Account Number: 762555-01]
4. **University Medical Center (UMC) Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762556-01]
5. **Las Vegas Valley Water District Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762557-01]
6. **Las Vegas Valley Water District 401(a) Retirement Plan - GM ("401(a) Plan")** [Group Account Number: 762557-02]
7. **Las Vegas Valley Water District 401(a) Savings Plan ("401(a) Plan")**
[Group Account Number: 762557-03]
8. **Clark County Library District Deferred Compensation Plan ("457(b) Plan")** [Group Account Number: 762558-01]
9. **Las Vegas Convention and Visitors Authority Deferred Comp Plan ("457(b) Plan")**
[Group Account Number: 762559-01]
10. **Mt. Charleston Fire Protection District 457(b) Plan ("457(b) Plan")**
[Group Account Number: 762560-01]
11. **Eighth Judicial District Court Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762561-01]
12. **Eighth Judicial District Court OBRA Plan ("457(b) Plan")**
[Group Account Number: 762562-01]
13. **University Medical Center OBRA Plan ("457(b) Plan")**
[Group Account Number: 762563-01]
14. **Clark County OBRA Plan ("457(b) Plan")**
[Group Account Number: 762564-01]

1 NATURE OF EMPOWER'S SERVICES

1.1 Services. Empower will provide the Services set forth in this Schedule or as further described in the Exhibits attached hereto. Empower will perform the Services in accordance with the Performance Standards Exhibit A-3 as attached hereto.

1.2 Fiduciary Status. Except with respect to any Services for which Empower has specifically agreed to act as a fiduciary under this Schedule, Plan Sponsor acknowledges that (i) Empower acts as a non-discretionary service provider Directed by the Plan Sponsor or other Plan fiduciary and, as authorized by the Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or a Plan Administrator as defined under the Code, the Investment Advisors Act of 1940, or state law, as applicable. The Plan Sponsor has appointed a Plan Administrator that has discretionary authority for the administration and management of the Plan. The parties agree that Empower will not perform a Service that could cause it to have discretionary authority or responsibility for the administration or management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets, except as specifically provided for under the Contract.

2 PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations:

2.1 Provision of Information. Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

2.2 Remitting Contributions and Allocation Instructions. Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments.

2.3 Plan Document Responsibilities. Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete, to interpret Plan terms and to review the Plan document services provided by Empower, if any. Plan Sponsor is responsible to ensure that the Plan is being operated in accordance with its terms. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted.

2.4 Investment Options. Plan Sponsor is responsible for the selection of all Investment Options based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options it has selected and intends to be serviced by Empower (Investment Option services, if applicable, are only provided as agreed to by Empower, and may be subject to certain limitations and conditions.) Plan Sponsor acknowledges that Empower or its Affiliates may receive fees from mutual fund families or other Investment Option Sponsors or their Affiliates for providing certain administrative or other services thereto ("**Fund Service Fees**") in connection with the Plan. Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable to the Plan, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower.

2.5 Plan Sponsor Acknowledgement of Market Timing Procedures. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor acknowledges receipt of, and agrees to adhere to, the terms and conditions of the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policy attached as an Exhibit to the Contract or SOW, as amended from time to time.

2.6 Payment of Plan Expenses. Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

2.7 Plan Sponsor Direction to Perform the Services. In performing the Services, Empower is acting at the Direction of the Plan Sponsor or other fiduciary of the Plan by following the procedures set forth in a plan administration guide or similar procedural document provided by Empower to the Plan Sponsor, including by posting such procedural documents to the Plan Sponsor website. To the extent the procedures do not fully address a specific issue, the Plan Sponsor agrees to provide Direction in a manner reasonably requested by Empower, and Empower may rely upon any such Direction by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other fiduciary. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to following such Direction.

3. Electronic Delivery

3.1 Electronic Delivery. Empower will deliver plan-related documents to Participants under the Contract in an electronic manner as described below.

3.1.1 Plan notices to be delivered by Empower via an email notice of the availability of the plan-related documents on the Participant website will be sent to an email address provided to Empower by the Participant or by Plan Sponsor. If Empower is not provided with an email address, notices will be delivered to the Participant via regular mail.

3.1.2 Empower will send an initial notification of default electronic delivery via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email. The initial notice of default electronic delivery will include the participant's email address that will be used to deliver notices of the availability of plan-related documents, a statement of the Participant's right to request and obtain a paper version of the documents and a statement of the option to opt out of electronic delivery and receive only paper versions of the documents.

3.1.3 If an email notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.

3.1.4 Participants may request to receive one paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.

4. Review of Reports. Plan Sponsor is responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the transactions indicated in the reports properly reflect the Direction provided by the Plan Sponsor. Empower's performance of its obligations under the Contract shall be presumed to be accurate unless Plan Sponsor provides Empower with proper notice of discrepancies.

5. Error Correction.

5.1. Transactional Errors. If Empower does not accurately process contribution, distribution, or investment instructions provided in good order by a Participant or the Plan Sponsor (e.g., investment allocation of Plan contributions, investment exchanges or transfers, or timely processing of a Plan distribution) and the issue is timely brought to Empower's attention, Empower will, at its own expense, retroactively correct the Plan or Participant account to reflect its adjusted financial position had the error not occurred, including any investment earnings and reduced by any investment losses. If the issue is not timely brought to Empower's attention, Empower may correct the error by adjusting the Plan or Participant account prospectively.

5.2. Plan Operational Errors. If Empower is timely notified that it has made an error that creates an operational or fiduciary issue for the Plan, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and describe the corrective option that Empower proposes to employ that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable, and Plan Sponsor shall review the proposed correction option. Unless the Plan Sponsor objects to such proposed correction and requests an alternate correction option within five (5) business days after receiving notice of Empower's suggested corrective option, the Plan Sponsor Directs Empower to promptly process the correction in accordance with the proposal, at Empower's expense. If Empower's proposed correction is consistent with Internal Revenue Service, Department of Labor, other agency correction guidelines, or other guidance, but the Plan Sponsor requests an alternate correction method resulting in expenses in excess of what Empower would have incurred under its proposed correction, the Plan Sponsor shall bear such additional expenses (including without limitation any attorney's fees, regulatory filing costs and additional net loss resulting from such method).

5.3. Trading Errors. If Empower does not accurately process a trade with the mutual fund company as Directed by the Plan Sponsor or as instructed by a Participant, then Empower will correct the share position at the mutual fund company as if the error had not occurred. In the event there are multiple funds or related errors in one or more funds involved, Empower will net gains and losses across all funds involved in the associated error(s). If the Plan Sponsor utilizes the services of a third-party trustee and/or custodian ("**Third-Party Trustee**"), Empower shall in no event be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between the Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

5.4. The parties acknowledge and agree that Empower will have no liability for an error caused by acts or omissions of the Plan Sponsor, Participants or any other third party.

5.5. Duty to Mitigate. The parties acknowledge and agree that the Plan Sponsor, the Plan Administrator and Participants each have a duty to mitigate any errors so as to minimize the expenses that may be incurred to correct such errors by promptly reviewing transaction confirmations, account statements and other Plan reports, as applicable, and providing notification of any error, providing timely approval of

correction measures and taking such other reasonable steps as may be necessary (e.g., proactively transferring account holdings into the appropriate Investment Option).

5.6. Transactional Gain/Loss Compensation Policies for Error Correction. Empower may incur a gain or loss in the process of adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by transactional gains or losses incurred by Empower to settle the Investment Option positions in the course of correcting the account. Empower will net any Investment Option pricing differences as part of the correction process. If a correction is made at Empower's expense, Empower, not the Plan or Participant, will incur any transactional loss and Empower will retain any transactional gain.

5.7. Account Protection. Empower, Plan Sponsor or the Participant will promptly notify the other parties if it discovers an unauthorized activity was made from the Participant's account. Empower will conduct an investigation and take any appropriate steps, which may include working with law enforcement, to determine the root cause of the unauthorized distribution. Plan Sponsor agrees to cooperate in any such investigation and will comply with reasonable requests for information. To the extent Empower offers Participants protection against account losses that result from unauthorized transactions, Empower will restore losses as of the date of the account loss once Empower has had sufficient time to conduct a preliminary investigation and attempt to ascertain the root cause. Such protection is not available if Plan Sponsor refuses or neglects to follow commercially reasonable security practices, as set forth in Section 5.1 [Mutual Obligation to Protect Data] of the SOW, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third party service providers (other than Empower).

6 PLAN INVESTMENT OPTIONS & FEES

6.1 Selection of Investment Options

6.1.1 The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Empower.

6.1.2 In addition to the sole responsibility for the selection of the Investment Options to be made available under the Plan, Plan Sponsor will also Direct Empower to designate one of the Investment Options available to be the default investment, in which any contribution or other amount credited under the Plan for which neither the Participant nor the Plan Sponsor has provided Empower with investment directions in good order will be invested ("**Default Investment Fund**"). Plan Sponsor may designate a Default Investment Fund(s) for Participant contributions and also designate a second Default Investment Fund for employer contributions.

6.1.3 Plan Sponsor Directs Empower and its Affiliates, as applicable, to cause all dividends, capital gain distributions, interest or other earnings paid by an Investment Option under the Plan to be reinvested in such Investment Option unless Directed otherwise by the Plan Sponsor and agreed to by Empower.

6.2 Information Regarding Investment Options

Plan Sponsor Directs Empower to obtain, or cause its designee to obtain, all necessary information (including but not limited to valuation, performance, prospectuses and other investment information) regarding any Investment Option available under the Plan from any third parties representing such Investment Options ("Investment Option Sponsor(s)"). Plan Sponsor acknowledges that prospectuses for the Investment Options, as applicable, will be made available electronically through one or more websites maintained by Empower or its Affiliates. In the event an Investment Option Sponsor does not provide all necessary information and Empower agrees, Plan Sponsor will arrange to provide Empower or its designee, or cause Empower or its designee to be provided, the necessary information regarding said Investment Option. In no event will Empower be responsible for the accuracy of any such information provided to Empower or its designee regarding any Investment Option, and Empower or its designee will have no duty or obligation to question, confirm or independently verify any such information.

6.3 Investment Option Changes.

6.3.1 Plan Sponsor may replace the Investment Options at any time, subject to applicable notice requirements. Plan Sponsor will notify Empower in writing of any changes to such Investment Options or the Default Investment Fund(s), and the parties will agree upon a process for the transfer of assets and investment elections, if applicable, from prior Investment Options to new Investment Options.

6.3.2 If any Investment Option is terminated by the Investment Option Sponsor, and Plan Sponsor wishes to replace the terminated option, Plan Sponsor agrees to replace the terminated option with an available fund from any fund company that currently has, or will enter into, a trading agreement with Empower.

6.4 Self-Directed Brokerage Account.

6.4.1 A self-directed brokerage ("SDB") account shall be made available to Participants, provided Plan Sponsor executes all required Empower and SDB provider documents. Plan Sponsor acknowledges that the SDB shall be administered in accordance with procedures provided by Empower, and that the core investment minimum shall be \$2,500, the initial transfer minimum shall be \$500, and the subsequent transfer minimum shall be \$1, as described in the SDB policies and procedures.

6.4.2 Fees for Self-Directed Brokerage. If SDB is an Investment Option under the Plan, Empower and the Plan Sponsor will execute a separate agreement specifying services, terms, and fees for the SDB program. Any fees charged by the SDB provider are in addition to those described below and subject to execution of a separate SDB agreement. At a minimum the following administration fee will apply:

\$50.00 per Participant, who opens a SDB, per year, deducted from the Participant's account balance in an amount of \$12.50 per quarter.

7 RECORDKEEPING AND ADMINISTRATION SERVICES & FEES

7.1 Basic Plan Administration Fee. Empower will be entitled to the following annual administration fee ("**Basic Plan Administration Fee**"). This fee is used, in whole or in part, for administrative services provided by Empower as described in this Schedule. In addition, some or all of the fee (or any other compensation, revenue, asset or source of funding available to Empower, in Empower's sole discretion) may be used by Empower to make payments to the Plan under a Plan Expense Account or similar arrangement, if applicable, between the Plan Sponsor and Empower. All Services set forth in this Schedule are included in the Basic Plan Administration Fee unless an additional fee is otherwise noted herein. In the event that the Plan Sponsor requests different or additional Services, the parties shall meet to discuss relevant Empower capabilities and any additional fees that may apply.

The Basic Plan Administration Fee is 0.0185% (1.85 basis points) per year.

The Basic Plan Administration Fee will be payable on a monthly basis, based on the average daily balance of Plan assets during the assessment period. Such fee will be deducted from the Plan Expense Account as directed by the Plan Sponsor.

- Plan Sponsor reserves the right to change this fee from a basis points fee to a flat dollar per head fee of \$9.50 during the Term of the Contract.

In addition, Empower and/or one or more of its Affiliates may receive Fund Service Fees in connection with the Plan.

7.2 Plan Expense Account Arrangement

7.2.1 Empower and Plan Sponsor agree that Empower will pay to the Plan through a Plan Expense Account, on a monthly basis, the Revenue Credits amount as described below. A Plan Expense Account is an unallocated holding account established within the Plan that may be utilized by the Plan Sponsor as provided in this Section 6.2 ("Plan Expense Account"). Revenue Credits shall be determined by multiplying the Plan's average daily balance in each of the Plan's Investment Options for the month by the annual rate (prorated for the month) of Fund Service Fees paid to Empower by the Investment Option or its Affiliates as reflected in the Plan's fee disclosure report (a copy of the Plan's most recent fee disclosure report is available on Empower's Plan Sponsor website) ("Revenue Credits").

7.2.2 Revenue Credits shall be determined and allocated to the Plan within 45 days after the end of the month. In the event that the Contract is terminated, Empower will determine and allocate Revenue Credits to the Plan in advance of the Plan's scheduled termination date based on an estimate of the Plan's average daily balance in each of the Plan's Investment Options. Plan Sponsor Directs Empower to pay any Revenue Credits into a Plan registered account and to invest such amounts in the same investment fund in which the Plan's forfeiture assets are invested unless Directed otherwise by the Plan Sponsor. Plan Sponsor is solely responsible for determining the appropriate use of such amounts under the terms of the Plan and agrees to Direct Empower accordingly.

7.2.3 The Revenue Credit under this arrangement is funded from Empower's general assets and is being made available as a reduction in the compensation that Empower would otherwise earn in connection with the services it provides to the Plan. No specific funds will be set aside in an account or fund for the Plan's benefit or otherwise segregated for purposes of funding this arrangement, and the Plan has no right, title or interest in any Revenue Credits prior to the time that the Revenue Credit is paid to the Plan. No interest will be earned by the Plan or paid on Revenue Credits that are accrued. The Plan Sponsor understands that the Investment Options are held in omnibus accounts and that the amount of service fees received by Empower in relation to Plan assets from the Investment Options may differ from the amount of Revenue Credits due to differences in calculation methods between the Investment Options and Empower. Plan Sponsor represents that it has reviewed this arrangement and the allocation method with its legal and tax advisors and has determined that the arrangement is consistent with the terms of the Plan and with its fiduciary obligations and will not result in a violation of the Code or any other applicable law. Plan Sponsor acknowledges and agrees that Empower shall not be considered a fiduciary and shall not have or exercise any discretion, with respect to its offering or administration of this arrangement. Plan Sponsor acknowledges that the amount of the Revenue Credit may vary with changes in the Plan's Investment Options or if the amounts paid to Empower by the Plan's Investment Options change.

7.2.4 A portion of the Revenue Credits shall be used to compensate a third-party advisor as selected by Plan Sponsor for the following fee of 0.0125% (1.25 basis points) on a monthly basis. Plan Sponsor reserves the right to change this fee from a basis points fee to a flat dollar fee of \$5.50 during the Term of the Contract.

7.3 Enrollment

7.3.1 Enrollment. Based on information provided by the Plan Sponsor or its designee, Empower will enroll Participants in the Plan in a manner mutually agreed upon by the parties.

7.3.2 Eligibility Determination. Plan Sponsor Directs Empower to determine employee eligibility as Directed by the Plan Sponsor and through Plan Sponsor provided information and criteria. Empower shall also communicate details of the enrollment process to eligible Participants. Plan Sponsor agrees to notify Empower at least thirty (30) days prior to any change in the Plan's eligibility requirements. Empower may discontinue this service if the Plan's new eligibility requirements are incompatible with Empower's recordkeeping system requirements.

7.3.3 Online Enrollment. Plan Sponsor Directs Empower to allow online enrollment. Once the Payroll Data Interchange ("PDI") file is transmitted, Plan Sponsor Directs Empower to

communicate details of the enrollment process to eligible Participants allowing enrollment in the Plan through the website or the voice response unit ("VRU").

7.3.4 Automatic Enrollment. Plan Sponsor Directs Empower to implement automatic enrollment and automatic deferral increase services as mutually agreed upon.

7.4 Deferral Processing. If Plan Sponsor provides Empower at implementation with an electronic employee data feed of all the Participant deferral amounts/percentages or full PDI file, Plan Sponsor hereby Directs and authorizes Empower to allow Participants to update their deferral elections via the website and VRU. Empower will forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor.

7.5 Vesting Services. Plan Sponsor will provide Empower with up-to-date full-service vesting information electronically and ongoing Participant information as needed for the purpose of performing vesting services. Plan Sponsor Directs Empower to: (i) maintain each Participant's vesting percentage on Empower's recordkeeping system; (ii) calculate and process withdrawals and/or loans according to the vested percentage; and (iii) display the Participant's vested account balance on the quarterly statements.

7.6 Establishment of Participant Accounts. Empower shall establish and maintain an account for each Participant. Each account record shall consist of the Participant's name, social security number, address, date of birth, telephone number and such other information as may be required from time to time for administration of the Plan. Empower will maintain an accounting of the contributions and earnings in separate accounts. Amounts distributed from Roth accounts will be made and tax reported pursuant to the applicable provisions of the SOW.

7.7 Beneficiary Recordkeeping

7.7.1 Beneficiary Designations. Plan Sponsor affirms that the Plan's administrative procedures allow web-initiated beneficiary designations. Plan Sponsor Directs and authorizes Empower to accept, maintain and file, without Plan Sponsor's further approval, beneficiary designations received by Empower in good order and in a manner acceptable to Empower. In the event Empower has not received a beneficiary designation deemed to be in good order or in the event of a conflict, Plan Sponsor will determine the appropriate beneficiary designation.

7.7.2 Receipt and Investment of Contributions. Empower will credit contributions for allocation to Participant accounts in accordance with Direction from the Plan Sponsor and as set forth below. Empower will allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by the Plan Sponsor. Empower will pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian in accordance with investment Directions of the Plan Sponsor.

7.7.2.1 Timing Requirements for Contributions Funded via ACH, Check or Wire. Contributions received by Empower in good order prior to the close of any Business Day will be processed effective that Business Day, at that Business Day's net asset / unit values. Contributions not received by Empower prior to the close of Business Day will be processed effective the next Business Day.

7.8 Monitoring the Deferral Limits Unless otherwise Directed, Empower will monitor Participants' total deferrals under the Plan for the calendar year and provide warning messages for payroll contributions processed within the Plan Service Center (PSC). However, it is the Plan Sponsor's responsibility to ensure that the applicable limit(s) for the Plan are not exceeded. Any distributions requested by the Plan Sponsor to correct excess deferrals will be appropriately tax reported.

7.8.1 Applicable to 457(b) Plans Only. Empower will provide assistance to Participants in calculating special catch-up contributions. Plan Sponsor acknowledges that Participants are fully responsible for the accuracy of these calculations.

7.9 Investment Transfers of Existing Assets. Empower or its designee will process investment transfers or exchanges, as applicable, received in good order subject to any conditions and/or limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower will pass to the Plan trustee or custodian, as applicable, Directions to execute or record as appropriate the corresponding transactions involving the assets of the Plan's trust. Requests for Participant-initiated transfers between Investment Options will be processed if the request is received by Empower in good order prior to market close on a Business Day. Any transfer request not received by Empower during a Business Day will be processed the next Business Day, or such earlier time as may be required in order to comply with applicable law.

7.10 Distributions.

7.10.1 Empower will make payments to Participants pursuant to a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts accordingly.

7.10.2 Except for those certain distributions described in Section 8 [Signatureless Services] of this Schedule, Plan Sponsor agrees to provide a signature authorization for certain distribution requests, including but not limited to distributions, alternate payee distributions and beneficiary distributions. Empower reserves the right to charge an additional fee for services related to distributions to non-resident aliens and other distributions outside the ordinary course of plan administration.

7.10.3 Tax Withholding and Reporting of Distributions

7.10.3.1 Responsibility for Withholding and Reporting. Plan Sponsor appoints Empower or its designee as its agent to perform income tax withholding and reporting for all distributions Empower processes and to collect and remit state documentary stamp or similar taxes on all loans Empower processes, to the extent applicable. Plan Sponsor agrees to provide all information needed by Empower to perform these services. Empower or its designee shall deposit the income tax withheld with the Internal Revenue Service ("IRS") and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances. Empower will complete necessary tax reporting forms for distributions it processes, file the tax reporting forms with the IRS or other governmental authority, as applicable, and send copies to the distributee. Distributions to a person subject to reporting and withholding rules that differ from those applicable to United States residents will be subject to withholding applicable to non-resident aliens unless otherwise Directed by the Plan Sponsor.

7.10.3.2 Withholding and Reporting for Plan Sponsor Initiated Distributions and Rollovers. With respect to Plan Sponsor-initiated distributions or rollovers from the Plan, Plan Sponsor Directs Empower to rely upon the information on Empower's recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act ("FATCA") and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

7.10.3.3 Distribution Withdrawal Charges

For each benefit disbursement the following administration fee will apply and will be assessed to the Participant:

\$0.00 for each benefit disbursement.

7.11 Code Section 402(f) Notice. Empower shall provide Participants with the IRS model notice, as amended from time to time, pursuant to Code Section 402(f).

7.12 Uncashed Checks. With respect to any checks issued from Plan assets during the term of the SOW, Plan Sponsor Directs Empower to follow state unclaimed property regulations and escheat such assets to the Plan's or the Participant's state of residence based on Empower's records. However, Plan Sponsor may Direct Empower, in writing, to treat the Plan's uncashed checks in a different manner. Plan Sponsor is solely responsible for determining the appropriate handling of uncashed checks and any unclaimed property under the applicable federal and state laws including the determination and handling of amounts related to lost Participants.

7.13 Missing Participant Administrative Services. Plan Sponsor is solely responsible for identifying and locating missing Participants. Upon request by Plan Sponsor, Empower will provide reports or other information to the Plan Sponsor with respect to Participants with undeliverable addresses as reflected in Empower's records. Also at Plan Sponsor's request, Empower will provide a description of administrative services and associated fees, as updated from time to time, to assist the Plan Sponsor with identifying and locating missing Participants and reissuing benefit payments to Participants. The administrative services may include performing Participant address searches using a commercial locator service, updating Participant address records and attempting to contact Participants using certified U.S. mail. Plan Sponsor may select such services and agree to the associated fees via a separate letter of direction.

7.14 Distribution Education Services. Empower or its Affiliates will make retirement consultants available to Participants to provide distribution education services and may contact Participants who are eligible to receive distributions from the Plan to provide information regarding distribution options under the Plan including rollover services and products offered by Empower.

8 SIGNATURELESS RECORDKEEPING SERVICES

8.1 General Requirements. This Section 7 [Signatureless Recordkeeping Services] describes certain services under which Empower will process Participant requests without obtaining Plan Sponsor signature or other further approval. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Section 7 [Signatureless Recordkeeping Services] will act as Direction by Plan Sponsor for Empower to process all Participant requests that meet the stated criteria. In order to receive the signatureless services detailed in this Section 7 [Signatureless Recordkeeping Services] Plan Sponsor must utilize the Plan Service Center ("PSC") and must provide all necessary information in a PDI file. Plan Sponsor must also provide any additional information or Direction as required by, and in a form acceptable to, Empower. In addition, in most cases, Empower must be the sole recordkeeper for the Plan. If at any time Plan Sponsor does not meet these general requirements, or does not meet the specific requirements of any service described in this Section 7 [Signatureless Recordkeeping Services], Empower shall not be responsible to continue to provide such service.

8.1.1 Participant Rollover Contributions. Plan Sponsor Directs Empower to process Participant rollover contributions received in good order pursuant to the Participant's instruction in accordance with procedures provided by Empower to the Plan Sponsor and without the Plan Sponsor's further approval. In the event that a Participant does not elect Investment Options on the incoming direct rollover form but otherwise completes the form, Plan Sponsor further Directs Empower to invest the money according to the Participant's on-going investment elections, and if none are elected, then in the Default

Investment Option under the Plan at the time the incoming rollover is received. Separate accounts within the Participant's account will be maintained for such rollovers.

8.1.2 Automated Mandatory Distributions (De Minimis). Plan Sponsor Directs Empower to automate mandatory distributions of small account balances, as elected by Plan Sponsor in good order and in accordance with procedures provided by Empower.

8.1.3 Required Minimum Distributions (RMDs). The Plan Sponsor Directs Empower to provide a notice to Participants who, based on the Plan records reflected on Empower's recordkeeping platform, are RMD eligible and have not already set up a RMD on Empower's system. Unless the Plan Sponsor separately Directs Empower otherwise in writing, if the Participant does not timely provide an election for the RMD as described in the notice, the Plan Sponsor Directs Empower to process a RMD with respect to such Participant in accordance with procedures provided by Empower, provided Empower has sufficient data required to make such a distribution. In order to receive this service, Plan Sponsor must also utilize Empower's vesting tracking services, if applicable.

8.1.4 Voluntary In-Service De Minimis Distributions. Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, Participant-initiated De Minimis distribution requests received in good order and in a manner acceptable to Empower.

8.1.5 Signatureless Distributions Due to Severance from Employment for Reasons Other than Death or Disability. Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, Participant requests for distribution due to severance of employment for any reason other than death or disability, provided such requests are received in good order and in a manner acceptable to Empower. In order to receive this service, Plan Sponsor must also utilize Empower's vesting tracking service, if the Plan has a vesting schedule. If Plan Sponsor has not provided a Participant's termination date or other required information, Plan Sponsor Directs Empower to notify Plan Sponsor to obtain missing information before processing the distribution. For spousal consent purposes, Plan Sponsor Directs Empower to rely on the marital status specified by the Participant in the request form, or as stored on Empower's recordkeeping system, as applicable.

8.1.5.1 Signatureless Distribution Withdrawal Charges Due to Severance from Employment.

For each benefit disbursement the following administration fee will apply and will be assessed to the Participant:

\$0.00 for each benefit disbursement.

8.1.6 Signatureless Distributions Due to Unforeseeable Emergencies for 457(b) Plans Only. Plan Sponsor Directs and authorizes Empower to process, without Plan Sponsor's further approval, all Participant requests, received in good order and in a manner acceptable to Empower, for distributions due to unforeseeable emergency resulting in a severe financial hardship to the Participant that cannot be alleviated by any other means available to the Participant. Empower shall only process such requests if they meet the safe harbor definition set forth in the Treasury Regulations, as described below. Plan Sponsor further Directs Empower to rely on any and all representations made by a Participant in a request. The following situations shall qualify for a distribution under this section:

8.1.6.1 An illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2) and (d)(1)(B));

8.1.6.2 Loss of the Participant's property due to casualty;

8.1.6.3 The following extraordinary and unforeseeable circumstances, if they arise as a result of events beyond the control of the Participant: (a) the imminent foreclosure of or eviction from the Participant's primary residence; (b) the need to pay for medical expenses, including nonrefundable deductibles, as well as the cost of prescription drug medication; and (c) the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2) and (d)(1)(B)) of Participant; (d) except in extraordinary circumstances, the following are examples of situations that shall NOT qualify for a distribution under this section: (i) purchase of real estate; (ii) payment of college tuition; (iii) unpaid rent or mortgage payments, except in the event of imminent foreclosure or eviction; (iv) unpaid utility bills; (v) loan repayments; (vi) personal bankruptcy (except when resulting directly and solely from illness, casualty loss or other similar extraordinary and unforeseeable circumstances beyond the Participant's control); (vii) payment of taxes, interest or penalties; or (viii) marital separation or divorce.

8.1.6.4 Plan Sponsor will make determinations with respect to any unforeseeable emergency distribution request that does not clearly fall within the guidelines set forth above. In the event of any changes to applicable law, including safe harbor defined in the Treasury Regulations, Empower may revise this Direction from time to time and without further notice to Plan Sponsor. This Direction shall remain in effect until revoked by either party. In order to receive this service, Plan Sponsor must also utilize Empower's beneficiary recordkeeping and deferral recordkeeping services.

8.1.6.5 For each Participant receiving an unforeseeable emergency distribution, Plan Sponsor Directs Empower to notify Plan Sponsor to suspend elective deferrals for the period required by the Plan, if any. Empower is Directed to deny any request where the unforeseeable emergency event occurred prior to the Schedule Effective Date, or more than one year prior to the date the request is received. Empower may contact Plan Sponsor for Direction when unusual situations arise. For each request that is denied or that cannot be processed due to its failure to satisfy an unforeseeable emergency event, Plan Sponsor Directs Empower to notify the Participant to contact Plan Sponsor if the Participant wishes to appeal the determination.

8.1.6.6 Unforeseeable Emergency & Distribution Approval Fees.

Unforeseeable Emergency Approval

For each unforeseeable emergency distribution approval the following administration fee will apply:

\$0.00 for each unforeseeable emergency approval.

Distribution Withdrawal Fee

For each disbursement the following administration fee will apply and will be assessed to the Participant:

\$0.00 for each disbursement.

8.1.7 QDRO Review and Determination Services and Fees.

8.1.7.1 Review: Plan Sponsor Directs and authorizes Empower to handle QDRO correspondence to and from involved parties and attorneys, including phone, email and other written communication. Plan Sponsor Directs Empower to distribute QDRO Procedures and Model QDRO to involved parties and attorneys. Plan Sponsor Directs Empower to place benefit holds as soon as administratively feasible pursuant to the Plan's adopted QDRO procedures. Plan Sponsor Directs Empower to acknowledge receipt of a DRO and review the terms of the DRO to determine whether the order meets the requirements of applicable federal law and satisfies the requirements contained in the Plan's adopted QDRO Procedures. After review of a DRO, Plan Sponsor Directs Empower to prepare and distribute approval, pre-approval or denial letters to the involved parties and attorneys. Plan Sponsor Directs Empower to maintain QDRO records during the term of service, including Pre-Approval, Approval and/or rejection letter(s).

8.1.7.2 Determination: Plan Sponsor Directs Empower to process the QDRO, without Plan Sponsor's further approval, by establishing a separate account for the alternate payee or making a lump sum distribution to the alternate payee. Plan Sponsor further Directs Empower to process, without Plan Sponsor's further approval, all requests, received in good order and in a manner acceptable to Empower, for distributions from alternate payee accounts established before or after the Effective Date. Plan Sponsor Directs Empower to calculate any alternate payee's QDRO amount based solely on the Participant's account records on Empower's recordkeeping system. Plan Sponsor further Directs Empower to process, without the Plan Sponsor's further approval, distribution requests received in good order and in a manner acceptable to Empower, with respect to alternate payee accounts established before the Effective Date pursuant to QDROs previously processed by Empower. The Plan Sponsor Directs Empower to calculate any alternate payee's QDRO amount based solely on the Participant's account records on Empower's recordkeeping system.

8.1.7.3 If the alternate payee's awarded share exceeds the value of the Participant's core investment account(s) under the Plan, Empower shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the SDB into the core investment options, to enable the processing of the QDRO. If the Participant fails to transfer the necessary amount within fifteen (15) Business Days of the date of the notification, and if the necessary amount is available in the SDB money market, Plan Sponsor Directs Empower to transfer such amount into the Default Investment Option. If there are insufficient available funds in the SDB money market, Plan Sponsor Directs Empower to notify the SDB provider to liquidate all of the Participant's SDB investments and to transfer the entire amount into the Default Investment Option.

8.1.7.4 QDRO Fees. For each qualified and processed QDRO, the Participant's portion of the fee will be deducted from the Participant's account balance, and the alternate payee's portion of the fee will be deducted from the alternate payee's account or from the lump sum distribution, as applicable. Empower will charge the following fee of:

To cover the cost of reviewing a DRO, Empower will deduct from the Participant's and/or the alternate payee's account balance a one-time QDRO review and determination fee equal to \$250.00

8.1.8 Signatureless Loan Processing. Per the applicable, if loans are available under the Plan, Plan Sponsor agrees that all loans shall be account reduction loans repaid by payroll deduction and shall be consistent with the loan policy and the procedures established by Empower from time to time. Plan Sponsor Directs Empower to process, without further Plan Sponsor approval, Participant loan requests submitted through a form acceptable to Empower or through the website. Principal residence loan requests must be submitted on a paper form with supporting documentation. In order to receive this service, Plan Sponsor must also utilize Empower's vesting tracking service, if the Plan has a vesting schedule. If the Plan requires spousal consent for loans, the request must be submitted on a paper form.

8.1.8.1 Loan Administration Fee. The following fees will apply to all Participant loans:

\$75.00 loan origination fee will be deducted from the amount of each loan processed.

\$25.00 annual loan maintenance and conversion fee per loan will be deducted from the Participant's account in the amount of \$6.25 per quarter.

8.1.9 Additional Service Fees.

Service	Current Fee/Rate
Express Delivery Fees. Should a Participant request an express delivery, Empower will assess the Participant its then current express delivery fee per disbursement. Such fee is subject to adjustment to offset increases in cost.	\$30.00
ACH Special Handling Fee. Should a Participant request a disbursement via ACH, Empower will assess the Participant its then current fee per distribution. Such fee is subject to adjustment to offset increases in cost.	\$15.00
Data Entry Services. If Plan Sponsor provides data in an unusable electronic or hard copy paper format, an hourly fee will be assessed to put the data into a useable format. (Submission of data in a hard copy format will be considered a request to provide this service; this includes submission of Participant account takeover data).	\$150.00 per hour
Periodic Payments Fees. The following fees will apply to all periodic payments and will be assessed to the Participant:	\$0.00 per installment distribution set-up \$0.00 annual maintenance fee
Additional Plan Work. Empower will perform such services at its then current hourly rate.	\$150.00 per hour
Changes and Additional Fees. In addition to Empower's regular fees, Plan Sponsor agrees to pay the costs for reprocessing due to incorrect or incomplete information that Empower receives from the Plan Sponsor.	\$150.00 per hour or as reasonably determined by Empower

8.1.10 Payment of Fees. All fees not paid by Participants must be paid within thirty (30) days of Empower's invoice to the Plan Sponsor unless another arrangement has been pre-approved by Empower in writing. In the event any charges or fees reasonably and properly chargeable under the terms of the Contract, including this Schedule or other applicable documents signed by the Plan Sponsor remain unpaid sixty (60) days after the date billed, Plan Sponsor Directs Empower to deduct such expense charges from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. To the extent that the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing.

8.1.11 Fee Guarantee. Empower's fees shall remain in effect for seven (7) years from the Schedule Effective Date. Notwithstanding the foregoing, Empower reserves the right to adjust Fees at any time upon written notice to Plan Sponsor in the event that: (i) Plan Sponsor elects to utilize different or additional services during such period; (ii) Plan Sponsor changes any Investment Options utilized by the Plan that provide service fees or other compensation to Empower, if applicable; (iii) there is an employer-initiated event such as a plan merger, corporate acquisition or layoff resulting in a material decrease in Empower's revenue or requiring Empower to perform additional services; or (iv) there is a material change in the service fees received by Empower from any Investment Options utilized by the Plan, if applicable. After seven (7) years from the Schedule Effective Date, either party may initiate a fee negotiation.

9 ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES

9.1 Automated Voice Response System. Participants will have access to an automated voice response system via a domestic toll-free number and international toll number to inquire or make

account changes from a touch-tone telephone. Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

9.2 Participant Service Representatives. Participant service representatives will be available via a domestic toll-free number and international toll number to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 5:00 am and 7:00 pm Pacific Time, and on Saturdays between 6:00am and 2:30pm Pacific Time.

9.3 Plan Sponsor Access to Recordkeeping System. Plan Sponsor may interface with Empower's recordkeeping system online via Empower's Plan Sponsor website to inquire or make changes while administering the Plan. Upon request, Empower representatives will be made available to assist and train employees of Plan Sponsor in properly accessing and processing transactions on the Empower's Plan Sponsor website. Empower's Plan Sponsor website will be available consistent with the availability of the automated VRU.

9.4 Participant Website

9.4.1 Website Use. Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "**Website Services**"). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "**User ID**") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with the Contract and SOW and commercially reasonable industry standards.

9.4.2 Access to Participant Website. Participants will have access to a mobile responsive website to inquire or make certain account changes via the internet. In addition, Participants can download a complimentary Android app and an iOS phone, iPad and Apple Watch app. The Android and Apple Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps will be subject to the terms of the SOW, as related to privacy and data security.

9.4.3 Website Availability. The website will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

9.4.4 Enhancements. Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Such additions will be offered at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).

10 PARTICIPANT COMMUNICATION AND EDUCATION

10.1 Participant Education. Empower will provide support for employee enrollment and education meetings, and will provide employee education and communications materials, including education and planning tools through the internet:

10.1.1 Empower will provide 200 educational or enrollment meetings in year one (1), to be used across all Plans with Participating Sponsors as Directed by Plan Sponsor; and 200 educational or enrollment meetings will be provided annually thereafter to be used across all Plans with Participating Sponsors as Directed by Plan Sponsor. Any additional educational or enrollment meetings will be provided for a fee of \$500 per day.

10.1.2 One (1) full-time Empower representative(s) will be assigned to provide communication and marketing services exclusively to the Plans. Such representative(s) will be responsible for all group meetings and individual counseling sessions as Directed by Plan Sponsor; or Empower will assign representatives the equivalent of 200 representative days annually to provide communication and marketing services exclusively to the Plan. Such representatives will be responsible for all group meetings and individual counseling sessions as Directed by Plan Sponsor. Plan Sponsor has the option to utilize an outside party to provide additional education services as directed by the Plan Sponsor.

10.1.3 The parties agree that as of the Effective Date of this Schedule, Plan Sponsor may be utilizing a third party to provide advisor services, subsequently considered an additional full-time representative assigned to the Plan as engaged solely by the Plan Sponsor. Plan Sponsor reserves the right to modify this Schedule and any associated fees during the Term of the Contract in the event such third party resigns, or is terminated/removed by the Plan Sponsor from the Plan. The foregoing causes of removal of such third party may result in the Plan Sponsor requiring a second full-time Empower representative to be assigned to the Plan, which the parties shall mutually discuss and agree to the appropriate fees for additional dedicated representative(s) as required under the SOW.

10.2 Communication Materials. Empower will provide Participant educational and communication materials regarding financial investing and retirement options. These materials may include, but are not limited to, newsletters, brochures, and other materials as mutually agreed upon. The materials will be customized with a specific brand designed for the Plan, including enrollment kit, Participant website and educational flyers.

10.3 Group Presentations. Empower representatives will conduct group presentations at which some or all of the following will be communicated: (i) summary of the key provisions of the Plan; (ii) summary of authorized Investment Options; (iii) discussion of Services including VRU inquiry, retirement planning, and investment seminars; and (iv) instructions on how to sign up for the Plan or request an individual counseling session with an Empower representative.

10.4 Individual Counseling Sessions. Upon request, Empower representatives will conduct prescheduled individual counseling sessions, utilizing a Participant paycheck analysis, an asset allocation model and retirement counseling services, as Directed by Plan Sponsor.

10.5 Plan Sponsor Committee Meetings. Upon request, an Empower representative will attend periodic Plan Sponsor committee meetings and will be prepared to provide information regarding the Plan and its activities.

10.6 Communications and Marketing Plan Meetings. Empower will prepare a communications and marketing plan for review by Plan Sponsor. Such Plan will be finalized in a mutually agreeable manner.

10.7 Beneficiary Campaign. Empower will deliver at least one (1) beneficiary notice per calendar year as requested by Plan Sponsor, or additional notices as mutually agreed to. Such campaign will notify and request that Plan Participants review and update their designated plan beneficiaries or identify and name a beneficiary in the event one is not currently listed on file.

10.8 Financial Wellness. Empower will provide employee plan and investment education and communications materials, including education and planning tools.

10.8.1 Empower Participant Experience. With certain exceptions, Empower provides Participants with an estimated hypothetical monthly retirement income and goal based on a number of factors including the Participant's Plan assets, Plan contribution rates and compensation data on the Participant website.

10.8.2 Health Cost Estimator. With certain exceptions, Empower will provide Participants access to Empower's Health Cost Estimator (as defined below) on the Participant website. Health Cost Estimator provides Participants with estimated monthly health care expenses based on retirement age and certain personal health condition information provided to Empower by Participants ("**Health Cost Estimator**"). All health care costs and projections are provided by an unrelated third party vendor. Plan Sponsor agrees that the Health Insurance Portability and Accountability Act of 1996 does not apply to any personal health condition information provided to Empower by Participants. Plan Sponsor also acknowledges that such health condition information is owned by the Participant and not the Plan Sponsor and that Empower will not disclose any health condition information provided to Empower by Participants to Plan Sponsor without the Participant's consent. Empower agrees that, except as provided in the preceding sentence, it will otherwise treat such health condition information as Personal Data in accordance with Section 4 [Confidentiality] of the SOW. Plan Sponsor further agrees not to use any information it obtains through Health Cost Estimator other than for Plan purposes, contribution rates and compensation data.

10.8.3 Personalized Participant Communications. Except as otherwise agreed by the parties, Empower will send certain action-oriented Participant education communications according to a Participant's behavior, preferences, and information. Messaging will include: (i) information about the tools and services available in the Plan and what actions a Participant may take to build individual savings, and will address topics such as enrollment, beneficiary designation, contribution increases, asset allocation, catch-up contributions and more; (ii) general financial topics that a Participant may find helpful while striving to reach financial and savings goals, and will include budgeting, debt management, investing basics, emergency funds, National Retirement Security Week and more; (iii) the opportunity to view additional options available that may provide a Participant with a more comprehensive savings strategy, and will include information about healthcare savings accounts, estate planning, college saving and more. A Participant must have an email address on file with Empower in order to receive such communications via email. The Participant can opt out of receiving these emails at any time as required by applicable law.

10.8.4 Financial Wellness Services. Empower's financial wellness program provides Participants with tools and services to review overall financial wellness including tools that allow Participants to complete a personalized online assessment, the output of which provides the user with ideas on the next steps they can take to address financial concerns they identified when completing the assessment and educational resources to learn more about financial topics of interest, including a learning center with educational content on certain financial wellness topics. Empower or its affiliates may make retirement education consultants available to Participants to provide financial wellness consultations and may contact Participants to offer financial wellness consultations. Consultations involve topics such as (but not limited to): budgeting, saving, student debt, debt prioritization, life insurance, managing investments and consolidating assets. Empower's financial wellness tools, services and consultations may include information on financial products and services made available by Empower or third-party providers. Participants may pay fees if they choose certain products. Empower may receive fees and other payments from the products selected by Participants. More information on the applicable financial wellness products and the fees and payments that may be received by Empower is available upon request.

10.8.5 Participant Fiduciary Services Empower may offer investment advice and provide recommendations as a fiduciary under applicable law to Participants on certain Plan transactions, such as point-in-time investment advice on designated investment alternatives, investment advisory services available under the Plan, and recommendations on distribution and rollover options, which may include services and products offered by Empower and its Affiliates. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower will provide such fiduciary services pursuant to applicable law.

10 REPORTING SERVICES

10.1 Participant Reporting. Empower will provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions, and rebalance activity. Empower will also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan to the extent such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements shall be distributed in accordance with Section 4.8 [Electronic Delivery] of this Schedule. Statements will be available within fifteen (15) Business Days after receipt of final information in good order from third party sources.

10.2 Plan Sponsor Reporting. Empower will provide an Employer Plan Summary Report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty (30) Business Days after each calendar quarter end ("**Employer Plan Summary Report**"). The following Plan information will be addressed in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity; (vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii) Participant summary – a report of account activity for each Participant.

10.3 Additional Optional Services

Plan Document Services	If the Plan Sponsor is using a plan document offered by Empower, Empower will provide the Plan document including an applicable adoption agreement for execution, and any Plan document amendments that may be required due to change in applicable law, prior to the date required.
Fees for Plan Document Services	If applicable, preparation of Empower sample plan document, including amendments: No additional fee.
Annual Plan Review	Plan Sponsor will receive an annual Plan review including the following information: (i) review of enrollment efforts; (ii) asset allocation information, contributions, distributions (Investment Options and fixed/variable split); (iii) voice response usage and enhancements; (iv) benefit payments; (v) direct online system access – current services and available services; (vi) legislative updates.
Regulatory Updates	Empower will periodically make information available to Plan Sponsor concerning federal legislative activity of which Empower is aware that may affect the Plan and related funding contracts. Such information, however, does not constitute legal or tax advice regarding the legal sufficiency of the Plan.

11 TRANSITION ASSISTANCE SERVICES

11.1 Transition Services. Empower agrees to support the transition of recordkeeping and administrative services ("**Transition Services**") to a successor service provider subject to the terms and conditions of the Contract. Empower shall provide the following Transition Services prior to the Service End Date (as defined below) of the Contract.

11.2 Planning. Participate in conference calls and in-person meetings, as needed, with Plan Sponsor and the successor service provider to designate the transfer team, define communication channels, discuss the transfer process and define expectations, responsibilities, and applicable deadlines. Empower will designate a transition Project Manager to lead and be the contact person for the transition effort. In the event Plan Sponsor requests that the Project Manager or other deconversion team member attend a transition services meeting in person at a site other than Empower's office location, Empower's fees for time and travel for such in-person meetings are \$1,500 per day, per person.

11.3 Data Layouts. Provide the successor service provider with data layouts for Participants and Plan Data residing on Empower administration systems, including but not limited to data layouts for paper statement indicators, rebalance frequency elections, ACH indicators, outstanding loan terms and payment amounts, powers of attorney on file, and dividend pass-through elections. The data layouts will correspond to Empower standard file formats.

11.4 Plan Materials. Upon termination, Empower shall provide the successor service provider with copies of all Plan summaries, individual Participant statements (upon request) and other forms, reports, or web content; provided, however, Empower will provide such Plan materials only to the extent designed specifically for the Plan and not deemed by Empower to be proprietary. In addition, Plan Sponsor agrees, and will require any third party to whom Plan Sponsor provides the materials to agree, to maintain the confidentiality of all Empower materials and information, including but not limited to web content, communications material, and information on Empower's Plan Sponsor Website.

11.5 "Test" Data Transfer Files. Provide the successor service provider with two (2) full volume test extract data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

11.6 "Refresher" Data Transfer Files. Provide the successor service provider with one (1) full volume test extract refresher data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

11.7 "Live" Data Transfer Files. Provide the successor service provider with one (1) full live data transfer file to the successor service provider in Empower standard file format for the Participant and Plan Data residing on Empower administration systems as of a date mutually agreed upon by the parties. The live data file will be in the same format as the test data file or in the test data file format. Control totals and standard Empower reports will accompany the live data transfer file.

11.8 Questions about Data on Transfer Files. Provide up to 25 aggregate hours of Empower's time to answer questions about system data provided by Empower on the test data transfer files, the refresher data transfer files and the live data transfer file. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

11.9 Answering Questions. Provide up to 25 aggregate hours of Empower's time responding to questions about Plan administrative practices and communication materials used by Empower in servicing the Plan. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

11.10 Final Participant Valuation. Send to the successor service provider, at a mutually agreed upon date, reports of all historical files, documents and records necessary for the continuing administration and recordkeeping of the Plan in electronic form (where available) and/or paper form ("**Final Participant Valuation**"). As of the Service End Date, the Final Participant Valuation includes: (i) Current Participant indicative and financial data; (ii) Participant level reports; (iii) Plan level totals; (iv) Investment valuation statement; (v) Employee loan status report; (vi) Loan summary report; (vii) Deemed loan report; (viii) Highest outstanding loan balance report; (ix) MRD report; (x) Installment tax withholding report; (xii) On-line beneficiary data, if maintained by Empower; and (xiii) Scanned beneficiary forms, if maintained by Empower. Notwithstanding the foregoing, the parties acknowledge that the reports and information identified as Final Participant Valuation are subject to change based upon changes in plan administration and/or system requirements. Plan Sponsor acknowledges that at the mutually agreed upon date, Empower will provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

11.11 Open Participant Case Records. Send open case records at a mutually agreed upon date, or Service End Date, if later, to Plan Sponsor or to successor service provider at Plan Sponsor's Direction.

11.12 Year-end Processing. For Services that conclude as of December 31 for a calendar year plan or the end of the Plan's fiscal year, as applicable, perform any compliance testing, government filings, or other reporting required as of that year-end. For Services that conclude as of any date other than December 31, perform any government filings for completed Services (e.g., Forms 1099-R for Participant distributions) and provide to Plan Sponsor the same year-end reports and information otherwise provided for a calendar or fiscal year, as applicable, but only reflecting the portion of the calendar or fiscal year, as applicable, for which Services were provided.

11.13 Fees Related to Transition Services. In the event Plan Sponsor requests Empower to provide additional or extraordinary Transition Services (beyond those described in items 12.1 through 12.12 above) including, but not limited to, change in data layout, change of data elements in standard layouts, number of data transfer files, or services beyond Service End Date, Empower reserves the right to charge the Plan or Plan Sponsor, as Directed by the Plan Sponsor, for additional or extraordinary Transition Services at then-current hourly rates. Empower shall receive payment for services rendered within 30 days of invoice delivery. In the event payment is not received within the stated timeframe all Transition Services will cease until such time payment is received.

11.14 Transition Services after Service End Date. In addition to the foregoing, Empower agrees to provide the following Transition Services for ninety days following the Contract's termination effective date ("**Service End Date**").

11.14.1 Provide up to 20 hours of Empower's time responding to questions from the Plan Sponsor or its auditor. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 20 hours.

11.14.2 To the extent information and/or reporting is readily available from Empower's systems, Empower agrees to provide to the successor service provider the following Transition Services for up to 110 requests per month: (a) loan repayment information; (b) Participant account balances as of specific dates; (c) Participant account earnings and/or dividends for specific time periods; (d) distribution history information; (e) reporting or respond to other Participant account history information requests; (f) Participant account history information (excluding QDRO related information); (g) Participant Statements; (h) Duplicate Forms 1099-R; (i) Provide QDRO related account history; (j) Respond to questions regarding Plan specific processes, provided however that if the number of requests exceeds 110 in any given month, a per-request fee of \$500 will be assessed.

Participating Sponsor Joinder Page to the Contract

Effective July 1, 2023, Empower Retirement, LLC and Clark County, Nevada entered into a Contract and a Scope of Work ("SOW") (collectively the "Contract") for the Clark County Deferred Compensation Plan and the Clark County OBRA Plan (collectively the "Plan").

By signing below, the Participating Sponsor agrees to participate under the Contract, SOW and associated Schedules for purposes of engaging Empower to provide the recordkeeping and other administrative services described in the SOW on behalf of the plan(s) listed below. The Participating Sponsor acknowledges and agrees that it has made itself familiar with the terms of the Contract, SOW and associated Schedules and has received sufficient information to participate in the terms of the Contract.

Additionally, the Participating Sponsor agrees to be bound by all provisions of the Contract, SOW and associated Schedules. The Participating Sponsor also authorizes future amendments or changes (including any amendments to the Contract, termination of the Contract or SOW, and changes to the Investment Options) as adopted by Clark County, Nevada and agrees to be bound thereby. Finally, the Participating Sponsor acknowledges that, with respect to the Contract, Clark County, Nevada will act for and on behalf of each Participating Sponsor, and that matters pertaining to the Contract and every act done by, agreement made with, or communication given to, Clark County, Nevada are binding on the Participating Sponsor.

The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: Clark County Water Reclamation District for the Clark County Water Reclamation Dist. 457(b) Plan (762555-01)	Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada
--	--

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed

Participating Sponsor Joinder Page to the Contract

Effective July 1, 2023, Empower Retirement, LLC and Clark County, Nevada entered into a Contract and a Scope of Work ("SOW") (collectively the "Contract") for the Clark County Deferred Compensation Plan and the Clark County OBRA Plan (collectively the "Plan").

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The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: University Medical Center for the University Medical Center (UMC) Deferred Compensation Plan (762556-01), and the University Medical Center OBRA Plan (762563-01)

Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed

Participating Sponsor Joinder Page to the Contract

Effective July 1, 2023, Empower Retirement, LLC and Clark County, Nevada entered into a Contract and a Scope of Work ("SOW") (collectively the "Contract") for the Clark County Deferred Compensation Plan and the Clark County OBRA Plan (collectively the "Plan").

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The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: Las Vegas Valley Water District for the:

Las Vegas Valley Water District Deferred Compensation Plan (762557-01);
Las Vegas Valley Water District 401(a) Retirement Plan – GM (762557-02);
Las Vegas Valley Water District 401(a) Savings Plan (762557-03)

Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada

Signature

Printed Name

Title

Date Signed

Signature

Printed Name

Title

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed

Participating Sponsor Joinder Page to the Contract

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The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: Clark County Library District for the Clark County Library District Deferred Compensation Plan (762558-01) **Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed

Participating Sponsor Joinder Page to the Contract

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By signing below, the Participating Sponsor agrees to participate under the Contract, SOW and associated Schedules for purposes of engaging Empower to provide the recordkeeping and other administrative services described in the SOW on behalf of the plan(s) listed below. The Participating Sponsor acknowledges and agrees that it has made itself familiar with the terms of the Contract, SOW and associated Schedules and has received sufficient information to participate in the terms of the Contract.

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The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: Las Vegas Convention and Visitors Authority for the Las Vegas Convention and Visitors Authority Deferred Comp Plan (762559-01)

Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed

Participating Sponsor Joinder Page to the Contract

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The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: Mt. Charleston Fire Protection District for the Mt. Charleston Fire Protection District 457(b) Plan (762560-01) **Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada**

Signature

Printed Name

Title

Date Signed

Signature

Printed Name

Title

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed

Participating Sponsor Joinder Page to the Contract

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The undersigned have caused this Participating Sponsor joinder to be executed by their respective duly authorized officers as of the Effective Date of the Contract.

Participating Sponsor: Eighth Judicial District Court for the Eighth Judicial District Court Deferred Compensation Plan (762561-01); and the: Eighth Judicial District Court for the Eighth Judicial District Court OBRA Plan (762562-01)

Agreed & Acknowledged by Plan Sponsor: Clark County, Nevada

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Empower Retirement, LLC



Signature

Daniel A. Morrison

Printed Name

Senior Vice President, Government Markets

Title

7/13/2023

Date Signed

**EXHIBIT A-2:
APPROVED QDRO PROCEDURES AND MODEL FORM**

For the following Plans

1. **Clark County Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762336-01]
2. **Clark County 401(a) [Savings Plan] ("401(a) Plan")**
[Group Account Number: 762336-14]
3. **Clark County Water Reclamation District Deferred Compensation Plan ("457(b) Plan") [Group Account Number: 762555-01]**
4. **University Medical Center (UMC) Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762556-01]
5. **Las Vegas Valley Water District Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762557-01]
6. **Las Vegas Valley Water District 401(a) Retirement Plan - GM ("401(a) Plan") [Group Account Number: 762557-02]**
7. **Las Vegas Valley Water District 401(a) Savings Plan ("401(a) Plan")**
[Group Account Number: 762557-03]
8. **Clark County Library District Deferred Compensation Plan ("457(b) Plan") [Group Account Number: 762558-01]**
9. **Las Vegas Convention and Visitors Authority Deferred Comp Plan ("457(b) Plan")**
[Group Account Number: 762559-01]
10. **Mt. Charleston Fire Protection District 457(b) Plan ("457(b) Plan")**
[Group Account Number: 762560-01]
11. **Eighth Judicial District Court Deferred Compensation Plan ("457(b) Plan")**
[Group Account Number: 762561-01]
12. **Eighth Judicial District Court OBRA Plan ("457(b) Plan")**
[Group Account Number: 762562-01]
13. **University Medical Center OBRA Plan ("457(b) Plan")**
[Group Account Number: 762563-01]
14. **Clark County OBRA Plan ("457(b) Plan")**
[Group Account Number: 762564-01]

1. INTRODUCTION. Empower Retirement has arranged for QDRO Consultants to review domestic relations orders (DROs) related to the Plan, and to determine whether they are qualified domestic relations orders (QDROs). The Plan is a defined contribution plan that provides a Participant with a benefit equal to the vested portion of the Participant's account balance.

1.1. These QDRO Procedures help Plan Participants and other interested parties prepare QDROs more effectively and efficiently. Among other things, these QDRO Procedures explain:

- Who to contact for relevant information or Plan documents;
- The required information that must be in a DRO;
- The important information that should be in a DRO, and how the DRO will be interpreted if such information is not included;
- Model or sample language to assist the parties in preparing a DRO;
- Where to send a draft or Executed DRO for review;
- How the Alternate Payee's interests will be protected during the DRO review process, including any time or other limits on the review period;
- The opportunity to revise a rejected DRO;
- Who the Alternate Payee should contact to begin benefit payments; and
- What happens when the Participant or Alternate Payee dies.

2. CONTACT INFORMATION. If you have questions or requests related to the review or determination of a QDRO, please contact QDRO Consultants at:

QDRO Consultants
www.qdros.com/contact

If you need a Participant's benefit statement, Plan documents (such as a summary plan description), or if you have other questions or requests related to the Plan or a Participant, please contact the Plan Recordkeeper at:

Empower Retirement
P.O. Box 173764
Denver, CO 80217-3764
Phone: 1-800-338-4015
Fax: 1-866-633-5212

3. DEFINITIONS TO QDRO EXHIBIT

Alternate Payee: An Alternate Payee is a Participant's spouse, former spouse, child, or other dependent who is assigned Plan benefits in a DRO.

Approval Letter: A letter to the interested parties that indicates QDRO Consultants has approved an Executed DRO and explains how the Plan Administrator will administer the QDRO's terms and provisions.

Domestic Relations Order (DRO): Generally, a DRO is a court order, or an order issued by another authorized state agency, that (1) is made pursuant to a state domestic relations law, and (2) provides for payment of child support, alimony, or marital property rights to an Alternate Payee.

Empower Retirement: Empower Retirement is a retirement plan recordkeeping financial holding company based in Greenwood Village, Colorado, United States.

ERISA: ERISA is the acronym for the Employee Retirement Income Security Act of 1974, as amended, which governs most retirement and pension plans.

Executed DRO: A DRO that is signed and file stamped by the appropriate state court, or signed and dated by the relevant state agency, including a copy of such DRO.

Participant: An individual who has a benefit in the Plan.

Plan: The defined contribution plan identified in these QDRO Procedures.

Plan Administrator: The person(s) or entity designated by the Plan's sponsor to have primary authority and responsibility to administer the Plan's terms and provisions.

Pre-Approval Letter: A letter to the interested parties that indicates QDRO Consultants has approved a draft DRO that would be a QDRO if it were an Executed DRO.

QDRO Consultants: QDRO Consultants Co., LLC ("QC"), was hired by Empower Retirement to review DROs to determine whether DROs are qualified pursuant to the Plan's QDRO procedures, and to send relevant notices to the interested parties.

Qualified Domestic Relations Order (QDRO): A QDRO is a DRO that (1) requires the Plan Administrator to assign or transfer some or all of a Participant's Plan benefits to an Alternate Payee, (2) contains the information required by ERISA Section 206(d)(3)(C), (3) does not violate the restrictions in ERISA Section 206(d)(3)(D), and (4) satisfies the other requirements contained in these QDRO Procedures. Also, a DRO is not a QDRO until QC has determined, consistent with the Plan Administrator's instructions, that the DRO is qualified.

4. QDRO CONTENTS.

Generally, a DRO must contain certain "required information" to be a QDRO, and should include certain other "important information." The subsections below discuss these categories of information in more detail.

Model QDRO Language, which addresses all required issues, can be provided to assist you in preparing the DRO.

4.1. REQUIRED INFORMATION

Generally, QC will reject a DRO that does not contain the required information listed below, or includes instructions that are not clear. However, if a DRO does not contain a party's last known mailing address, social security number, and/or date of birth, and if QC otherwise receives the missing information, QDRO Consultants will review the DRO as if it contains the missing information. Also, if a DRO contains a retirement plan name that is not the Plan's exact legal name, as identified below, and if it is clear that the plan referenced in the DRO is intended to be the Plan, QC will review the DRO as if it contains the Plan's legal name.

Names and Addresses: The DRO must include the names and last known mailing addresses of the Participant and Alternate Payee.

Social Security Numbers: The DRO must include the social security numbers of the Participant and Alternate Payee. For privacy reasons, you may provide these in a separate document.

Dates of Birth: The DRO must include the dates of birth for the Participant and Alternate Payee. For privacy reasons, you may provide these in a separate document.

The Plan's Legal Name: The DRO must identify the Plan by its legal name: **Plan Name(s)**.

State Domestic Relations Law: The DRO must state that it is made pursuant to a state domestic relations law.

Child Support / Alimony / Marital Property Rights: The DRO must indicate that it provides child support, spousal support, and/or marital property rights to the Alternate Payee.

Alternate Payee's Benefits: The DRO must clearly state the portion of the Participant's Plan benefits that is assigned to the Alternate Payee, either as a lump-sum dollar amount OR a percentage of the Participant's account balance, and must include the date as of which the assignment is effective ("Assignment Date").

The current recordkeeper cannot obtain account balance information or calculate investment gains/losses on any Participant accounts for periods prior to the restriction date as determined by Empower Retirement, LLC, which is [Date] ("Restriction Date"). Therefore, the DRO must not contain an Assignment Date that is prior to the Restriction Date.

Payment Date: The DRO must include language that permits the Alternate Payee to elect to begin receiving his/her benefits as soon as administratively possible after the date that QC determines that the DRO is a QDRO or, if later, at the earliest date permitted under the Plan.

Payment Period: The DRO must include language that the Alternate Payee shall receive his/her benefits in a single lump-sum payment, or in any other form of payment that the Plan permits.

4.2. IMPORTANT INFORMATION / DEFAULT PROVISIONS

The DRO should also address the following issues. If it does not QC will review the DRO as if it includes the default provision identified below for that issue.

Investment Gains/Losses: The DRO should specify whether the Alternate Payee's share of the Participant's benefits will be credited with investment earnings (which include both gains and losses) from the Assignment Date to the date that the Plan Administrator establishes and funds a separate account for the Alternate Payee ("Segregation Date").

If the DRO is silent on this matter, the Plan Administrator will credit investment earnings to the Alternate Payee from the Assignment Date to the Segregation Date.

The Plan Administrator will always credit investment earnings to the Alternate Payee's account from the Segregation Date to the date the Alternate Payee receives payment of his/her benefits.

Allocation to Alternate Payee from Participant's Accounts: The DRO should state how the Alternate Payee's assigned benefits shall be allocated from all of the Participant's vested sub-accounts and/or investment funds (excluding any Plan loan) as of the Segregation Date. If the DRO is silent on this matter, the Plan Administrator will administer the QDRO as if it included a provision to allocate the Alternate Payee's assigned benefits on a pro rata basis from all of the Participant's vested sub-accounts and/or investment funds (excluding any Plan loan) as of the Segregation Date.

Initial Investment of Alternate Payee's Benefits: The DRO should state how the Alternate Payee's benefits shall be initially invested. If the DRO is silent on this matter, the Plan Administrator will administer the QDRO as if it included a provision for the Alternate Payee's benefits to be initially invested in the same funds and in the same proportion as the Participant's account. The DRO should also state that the Alternate Payee may then elect any investment option that the Plan offers.

Participant Loans: If the DRO assigns a percentage of the Participant's account balance to the Alternate Payee, the DRO should specify whether the Participant's Plan loans, if any, will be included or excluded in the Participant's account balance when calculating the Alternate Payee's share of the Participant's benefits. The examples below show that including Plan loan value will increase the amount assigned to the Alternate Payee.

Example – 50% assignment / Excluding loan balance

Participant's Total Account Balance	\$100,000
Participant's Outstanding Loan Balance	\$20,000
Participant's Account Balance Excluding Loans (\$100,000 - \$20,000)	\$80,000
50% Assignment to Alternate Payee (0.5 x \$80,000)	\$40,000

Example – 50% assignment / Including loan balance

Participant's Total Account Balance	\$100,000
Participant's Outstanding Loan Balance	\$20,000
Participant's Account Balance Including Loans (loan is not subtracted)	\$100,000
50% Assignment to Alternate Payee (0.5 x \$100,000)	\$50,000

Please note that even if a portion of the Participant's Plan loan value is transferred to the Alternate Payee, no portion of the actual Plan loan (i.e., the obligation to pay it back) may be transferred to the Alternate Payee. The Participant will have to pay back the entire loan.

If the DRO is silent on this matter, the Plan Administrator will administer the QDRO as if it specified that the Participant's Plan loans will be excluded from the Participant's account balance for this purpose.

Alternate Payee's Death: The DRO should specify that, if the Alternate Payee dies before receiving payment of his/her entire benefit, the Plan shall pay any remaining benefits to the Alternate Payee's beneficiary. If the DRO is silent on this matter, the Plan Administrator will administer the DRO as if it included this default provision.

Participant's Death: The DRO should specify that the Participant's death shall not affect the Alternate Payee's right to his/her benefits as provided in the QDRO. If the DRO is silent on this matter, the Plan Administrator will administer the DRO as if it included this default provision.

QDRO Review and Determination Fee: To cover the cost of reviewing a DRO, the Plan Administrator will deduct from the Participant's and/or the Alternate Payee's account balance a one-time QDRO review and determination fee equal to \$250. This fee applies even if QC does not approve the DRO.

The DRO should specify, from among the following options, how the fee should be allocated between the Participant's and/or the Alternate Payee's account balance:

- Divided equally between the Participant and the Alternate Payee;
- Charged entirely to the Participant; or
- Charged entirely to the Alternate Payee.

If the DRO is silent on this matter, the Plan Administrator will administer the DRO as if it specified that the fee be divided equally between the Participant and Alternate Payee.

Regardless of how the DRO directs the fee to be allocated, when you first submit a DRO (regardless of whether it is a draft or Executed DRO) to QC, the Plan Administrator will deduct the entire fee from the Participant's account balance. If QC approves the DRO, the Plan Administrator will reduce the amount of benefits assigned to the Alternate Payee by the portion of the fee, if any, that is allocated to the Alternate Payee.

5. DRO REVIEW PROCESS

When you have prepared a DRO and you would like the Plan to enforce it, you must submit the DRO to QC for review. To ensure timely receipt, DROs should be securely submitted at <https://qdros.com/submit>. Please see the "CONTACT INFORMATION" section above for QC's contact information. Consistent with these QDRO Procedures and as directed by the Plan Administrator, QC will determine whether an Executed DRO qualifies as a QDRO, or whether a draft DRO would qualify if it were executed.

The Plan Administrator will typically place a "hold" on the Participant's Plan benefit during the period of the review to protect benefits that may be assigned to the Alternate Payee, as described in the "BENEFIT HOLD / RESTRICTION" section below.

5.1. Review of Draft DROs: The Plan Administrator will enforce only an Executed DRO that qualifies as a QDRO. However, you may choose to submit a draft DRO to QC for review before having it executed. Addressing potential issues in the DRO before having it executed reduces the likelihood that you will need to submit multiple revised drafts to the court.

5.2. DRO is Rejected. If QC rejects a DRO, QC will promptly notify the Participant, Alternate Payee, and their attorneys and/or representatives in writing, including the specific reason(s) why the DRO failed to qualify.

5.2.1. Revise a Rejected DRO: Generally, interested parties will have an opportunity to revise a rejected DRO and to resubmit it to QC for another review and determination. However, there is a maximum period the Plan Administrator will "hold" a Participant's benefit during the DRO review process, as described in the "BENEFIT HOLD / RESTRICTION" section below.

5.3. DRO is Approved. If QC determines that a DRO is a QDRO, QC will promptly send a Pre-Approval Letter (for a draft DRO) or an Approval Letter (for an Executed DRO) to the Participant, Alternate Payee, and their attorneys and/or representatives.

6. BENEFIT HOLD / RESTRICTION

The Plan Administrator will place a "hold" on the Participant's Plan benefit during the DRO review process, as well as upon certain other triggering events. The hold will protect benefits that may be assigned to an Alternate Payee by preventing the Participant from receiving any benefit payments from the Plan.

6.1. Placing a Benefit Hold

QC will direct the Plan's recordkeeper to place a hold on a Participant's Plan benefit as soon as administratively feasible after receiving any of the following:

- Draft DRO;
- Executed DRO;
- Other court order that attempts to place a hold on, or assign part of, a Participant's Plan benefit (e.g., temporary restraining order, income withholding order, etc.);
- Joinder or other similar court document that attempts to join the Plan as a party to a domestic relations proceeding;
- Letter of adverse interest or other written notice from a potential Alternate Payee, or his/her attorney, that the Alternate Payee has an interest in the Participant's Plan benefit; or
- Plan Administrator's written direction to place a hold.

Divorce Decree – QC will direct the recordkeeper to place a hold if it receives a divorce decree or similar court order.

Please Note – Simply requesting a copy of the Plan's QDRO Procedures or Model QDRO is not sufficient to place a hold on a Participant's Plan benefit.

Generally, a benefit hold will continue until it is removed by a subsequent action, as described in the subsection below.

6.2. Removing a Benefit Hold

The requirements to remove a benefit hold may be different depending on the reason the hold was placed. Each paragraph in this subsection lists, in bold type, a document that can cause a hold to be placed, followed by the method(s) to remove a hold placed pursuant to that document.

6.2.1. Draft DRO / Letter of Adverse Interest: If a benefit hold was placed due to receiving a draft DRO, or a letter of adverse interest or similar written notice, QC will direct the Plan's recordkeeper to remove the hold upon receiving any of the following:

- Executed DRO (at which time an Executed DRO benefit hold will commence);
- Subsequent court order to remove the hold, or that clearly indicates the Alternate Payee has no interest in the Participant's Plan benefit;
- Plan Administrator's written direction to remove the hold; or
- Notarized letter from the Alternate Payee, or letter from his/her attorney, that requests the removal of the hold, and that names the Plan and the Participant.

6.2.2. Executed DRO: If a benefit hold was placed due to receiving an Executed DRO, QC will direct the Plan's recordkeeper to remove the hold (1) if it approves the DRO, or (2) upon receiving any of the following:

- Subsequent Executed DRO that vacates or revises the prior Executed DRO (at which time a new Executed DRO benefit hold will commence);
- Subsequent court order that terminates the Alternate Payee's right to the Participant's Plan benefit, including an order to vacate the Executed DRO; or
- Plan Administrator's written direction to remove the hold.

6.2.3. Other Court Order / Joinder: If a benefit hold was placed due to receiving a court order, other than a DRO, or a joinder or other similar court document, QC will direct the Plan's recordkeeper to remove the hold upon receiving any of the following:

- Executed DRO (at which time an Executed DRO benefit hold will commence);
- Subsequent court order to remove the hold, that vacates the court order or joinder that caused the hold, or that clearly indicates the Alternate Payee has no interest in the Participant's Plan benefit; or
- Plan Administrator's written direction to remove the hold.

6.2.4. Plan Administrator's Written Direction: If a benefit hold was placed due to receiving the Plan Administrator's written direction, QC will direct the Plan's recordkeeper to remove the hold only upon receiving the Plan Administrator's subsequent written direction to remove the hold.

7. EFFECT OF REMOVING HOLD / SUBSEQUENT DRO

Approved DRO Before Hold Removal: If QC approves an Executed DRO before a benefit hold is removed, the Alternate Payee will receive payments from the Plan pursuant to the QDRO.

No Approval Before Hold Removal: If QC does not approve an Executed DRO before a benefit hold is removed, the Participant will be permitted to elect to receive a distribution if he/she is otherwise eligible.

Approved DRO After Hold Removal: If QC approves an Executed DRO after a hold is removed, the QDRO will be applied on a prospective basis only.

8. MISCELLANEOUS

8.1. Fair Split of Participant's Benefits

QC will not answer questions regarding whether a QDRO has fairly or equitably divided the Participant's benefits among the Participant and Alternate Payee. Instead, QC's role is limited to the technical requirements of DRO review and QDRO determination. It is the responsibility of the parties and/or their attorneys to determine what is fair and equitable, and to negotiate the QDRO's substantive provisions.

8.2. Incorrect Payments

The Plan Administrator has the right to require the Participant and/or the Alternate Payee to return to the Plan any overpayment. An overpayment is any Plan payment (or portion of a payment) to a party that was not required by the Plan or a QDRO. If the overpayment should have been paid to the other party, the Plan will recover the overpayment from the overpaid party and, in turn, will pay that amount to the other party.

8.3. QDROs Issued After Death

A DRO will not fail to qualify as a QDRO solely because it was submitted to the Plan Administrator after the death of the Participant or Alternate Payee. For example, if an attorney submits a draft DRO to be preapproved and the Participant or Alternate Payee dies before the DRO is signed by the court, the Plan Administrator would honor an Executed DRO submitted after the Participant's or Alternate Payee's death if it otherwise would qualify as a QDRO.

8.4. Begin Alternate Payee's Benefit Payments

If QC approves a DRO, and if the Alternate Payee is eligible to begin receiving his/her assigned benefits, the Alternate Payee must contact Empower Retirement at 1-800-338-4015 to obtain the appropriate payment forms and instructions. The Alternate Payee should allow sufficient time subsequent to approval of the DRO for the Plan Recordkeeper to calculate and segregate the Alternate Payee's assigned benefit, before contacting Empower Retirement.

8.5. Federal Taxes

The Internal Revenue Code provides that an Alternate Payee, who is the Participant's spouse or former spouse, is responsible for all federal taxes on Plan distributions to the Alternate Payee. On the other hand, for distributions to an Alternate Payee who is the Participant's child or other dependent, the Participant is responsible for all such federal taxes. A QDRO may not change these rules of federal taxation and, as a result, a DRO does not need to identify which party is responsible. If a DRO does address federal taxes, QC will not reject the DRO even if it is inconsistent with federal tax law. However, the Plan Administrator will report distributions as required by law, regardless of any conflicting provisions in the QDRO.

QDRO MODEL FORM

[NAME OF PARTY])
Petitioner,)
)
and)
)
[NAME OF PARTY])
Respondent.)

Case No. _____
Qualified Domestic Relations Order

This domestic relations order ("Order") is intended to be a qualified domestic relations order ("QDRO"), as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and in Section 414(p) of the Internal Revenue Code of 1986, as amended ("Code").

1. Plan Name: This Order applies to the [] (Plan), as well as to any successor plan to the Plan.

2. Participant Information: The name, last known address, social security number, and birth date of the Plan "Participant" is:

Name: _____
Address: _____
Email: _____
Social Security Number: See [Personal Information Addendum Form](#)
Birth Date: See [Personal Information Addendum Form](#)

*For security purposes, QDRO Consultants strongly encourages parties and/or their counsel to use the [Personal Information Addendum Form](#).

Participant's Attorney Information:

Attorney's Name: _____
Address: _____
Phone: _____
Email: _____

3. Alternate Payee Information: The name, last known address, social security number and birth date of the "Alternate Payee" is:

Name: _____
Address: _____
Email: _____
Social Security Number: See [Personal Information Addendum Form](#)
Birth Date: See [Personal Information Addendum Form](#)

*For security purposes, QDRO Consultants strongly encourages parties and/or their counsel to use the [Personal Information Addendum Form](#).

Alternate Payee's Attorney Information:

Attorney's Name: _____
Address: _____
Phone: _____
Email: _____

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in his/her mailing address subsequent to the entry of this Order.

4. State Domestic Relations Law: This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of _____.

5. Marital Property Rights, Spousal Support, and/or Child Support: This Order relates to the provision of [marital property rights] [spousal support] [child support] to the Alternate Payee.

6. Benefit Assignment: This Order assigns to the Alternate Payee [_____% OR \$_____] (but in no event more than 100%) of the Participant's vested account balance in the Plan as of the Assignment Date (or the closest valuation date thereto) ("Assignment Date"). The "Assignment Date" is _____.*

** In this blank enter the date of divorce, separation, or other appropriate or agreed upon date. Delete this instruction after filling in the blank.*

Any outstanding Participant loan in the Plan shall not be included in the Participant's vested account balance for purposes of determining the amount to be assigned to the Alternate Payee, and no portion of any such loan shall be assigned to the Alternate Payee. If the Participant's account balance consists of different sub-accounts and/or is invested in different investment fund options, the benefit assignment to the Alternate Payee shall be allocated on a pro rata basis from such vested sub-accounts and/or investment fund options. The assigned benefit shall be adjusted for gains and/or losses from the Assignment Date through the date that the Plan segregates the Alternate Payee's assigned benefit from the Participant's account balance.

7. QDRO Review and Determination Fee: A QDRO review and determination fee will be assessed against the Participant's account balance upon initial review of the DRO. However, once the final QDRO has been approved, the Plan Administrator will reduce the Alternate Payee's assigned share of the benefits by 50% of the fee.

8. Alternate Payee's Separate Account: Upon determining that this Order is a QDRO, the Plan shall segregate the Alternate Payee's assigned benefit into a separate account in the Alternate Payee's name. The Alternate Payee's account shall be invested in the same options and in the same proportions as the assigned benefits were invested prior to being assigned to the Alternate Payee.

9. Time and Form of Payment: The Alternate Payee may elect to receive a distribution from the Alternate Payee's account as soon as administratively feasible following the date this Order is approved as a QDRO or, if later, at the earliest date permitted under the Plan or in Code Section 414(p). The Alternate Payee may elect to receive a distribution from the Alternate Payee's account in any form available to participants and alternate payees generally under the Plan's provisions other than, if applicable, a joint and survivor annuity with respect to the Alternate Payee and a subsequent spouse. The Alternate Payee shall provide the Plan with any information and forms required to facilitate payment of the Alternate Payee's account.

10. Participant's Death: The Participant's death shall have no impact on the Alternate Payee's right to the Plan benefits assigned in this Order.

11. Alternate Payee's Death: If the Alternate Payee dies prior to complete distribution of the Alternate Payee's Plan benefits, the Alternate Payee's remaining Plan benefits shall be distributed to the Alternate Payee's designated beneficiary(ies) or, in the absence of such designation, pursuant to the Plan's default beneficiary provisions.

12. Impermissible Benefits: Nothing contained in this Order shall be construed to require the Plan (a) to provide any type or form of benefit, or any option, not otherwise provided under the Plan, (b) to provide increased benefits determined on the basis of actuarial value, or (c) to pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO.

13. QDRO Determination and Notice: The Participant, Alternate Payee, and/or their representatives shall promptly deliver a copy of this Order to the Plan. As provided in ERISA Section 206(d) and in Code Section 414(p), the Plan shall determine whether the Order is a QDRO and shall provide written notice of such determination to the Participant, Alternate Payee, and, if applicable, their representatives.

14. QDRO Administration and Interpretation: Because this Order is intended to be a QDRO, the Order shall be administered and interpreted consistently with ERISA, the Code, and the Plan's terms and procedures.

15. Court's Jurisdiction: The Court shall retain jurisdiction over this Order, including to amend the Order if necessary to conform it to the original intent of the parties and/or to establish or maintain its status as a QDRO.

16. Overpayments: If the Participant receives Plan benefits that are assigned to the Alternate Payee in this Order, or if the Alternate Payee receives Plan benefits that are not assigned to the Alternate Payee in this Order, then the relevant party shall promptly return such overpayment to the Plan.

17. Participant's Actions: The Participant shall not take any action, or refrain from taking any reasonable action, that can circumvent the intent of this Order, or that can diminish the Alternate Payee's rights provided in this Order.

18. Delivery of Order: Upon entry of this DRO, any of the parties shall immediately deliver a copy of this DRO to QDRO Consultants. The parties should securely submit a DRO at <https://qdros.com/submit>.

IT IS HEREBY ORDERED:

Executed on: _____

Judge

**EXHIBIT A-3:
PERFORMANCE STANDARDS
FOR THE 457(B) AND 401(A) PLANS**

Empower Retirement agrees to provide services in accordance with the performance standards stated herein that are applicable on a per Plan basis.

In the event Empower does not meet the performance standards listed below on a specific Plan, Empower will be given an opportunity to cure such failure. If Empower fails to meet the performance standard in the subsequent quarter, Empower agrees to forfeit revenue for each performance standard not met pursuant to the "Fees at Risk" column below. In no event, however, shall the total amount forfeited by Empower in any given calendar year exceed: 1) 15% of Empower's annual Basic Plan Administration Fee determined as of the beginning of each calendar year; and 2) 3.75% of Empower's annual Basic Plan Administration Fee based upon the average daily balance of Plan assets during the calendar quarter. For illustrative purposes, the calculation for quarterly revenue placed at risk would be: $[(A*B) *C]$, in which

"A" is the annual Basic Plan Administration Fee for the 457(b) and 401(a) Plan(s); and

"B" is the average daily balance of Plan assets during the calendar quarter; and

"C" equals the lesser of the sum of the percentages attributed to each performance standard not met by Empower for a calendar quarter or 3.75%.

Plan Sponsor & Participant Service	Minimum Service Standard	Performance Measurement	Fees at Risk
Participant Contact Center Hours of Availability	Retirement Representatives available 99% of time during regular hours of service (8 a.m. to 10 p.m. EST, Monday through Friday and Saturdays between 9:00 a.m. and 5:30 p.m. EST) except for closings of NYSE, holidays and shortened hours associated with early market close or holiday eves	Metric provided as part of the quarterly Empower Service Level Agreement Report	0.25% of quarterly plan fees for each 0.1% below the 99% benchmark with maximum fee reduction of 1%
Call Abandon Rate	Less than 3% of participant calls abandoned (Empower complex wide)	Metric provided as part of the quarterly Empower Service Level Agreement Report	1% of quarterly fees
Call Answering Speed	80% of participant calls answered within 20 seconds (Empower complex wide)	Metric provided as part of the quarterly Empower Service Level Agreement Report	1% of quarterly fees
First Call Resolution for Participants	90% of participant questions resolved during first call	Metric provided as part of the quarterly Empower Service Level Agreement Report	1% of quarterly fees
IVR / internet Availability	99% of the time IVR/internet available excluding regularly scheduled maintenance	Metric provided as part of the quarterly Empower Service Level Agreement Report	1% of quarterly fees
Plan Level Reporting for Plan Sponsor	99% of the time reports available online - updated monthly and nightly excluding regularly scheduled maintenance	Metric provided as part of the quarterly Empower Service Level Agreement Report	1% of quarterly fees
Participant Level Reporting for Plan Sponsor	99% of the time administrative plan reports available online - updated monthly and nightly excluding regularly scheduled maintenance	Ongoing evaluation by Plan Sponsor and Relationship Manager Metric provided as part of the quarterly Empower Service Level Agreement Report	1% of quarterly fees
Distribution of Form 1099R	Delivered prior to January 31 of each calendar year, excluding corrected 1099Rs	Metric provided as part of the quarterly Empower Client Service Agreement Report	1% of quarterly fees

Plan Sponsor & Participant Service	Minimum Service Standard	Performance Measurement	Fees at Risk
Participant Confirmation Statement	Mailed or available online within two (2) Business Days following completion of transaction processing.	Executed as part of automated processes. Accuracy consistent with minimum service standard unless otherwise disclosed.	1% of quarterly fees
Distribution Upon Request of Generic and/or Participant Specific Documents Including Administrative Forms, Enrollment and Termination Materials, and Participant Statement Copies	99% of documents distributed within one (1) Business Day of participant request.(Excludes enrollment material delays directly related to quarterly performance information updates required by FINRA)	Executed as part of automated processes. Accuracy consistent with minimum service standard unless otherwise disclosed.	1% of quarterly fees
Participant Statement Mailing / Availability	DC Plan statements mailed and made available electronically, if applicable, fifteen (15) Business Days after quarter-end. TRS Statements, if selected by the Plan Sponsor, mailed and made available electronically, if applicable, twenty (20) Business Days after quarter-end. Twenty (20) Business Days allowed for first statement coming out of implementation of new services.	Metric provided as part of the quarterly Empower Service Agreement Report	1% of quarterly fees
Participant Issue Resolution (inquires not handled on first call)	Average resolution time complex wide will be within five (5) Business Days of participant first call reporting issue assuming timely responses from Plan Sponsor (excludes death cases)	Evaluated as part of standard business process. Accuracy consistent with minimum service standard unless otherwise disclosed. Reported as part of the quarterly Empower Service Level Agreement Report	1% of quarterly fees

Plan Sponsor & Participant Service	Minimum Service Standard	Performance Measurement	Fees at Risk
Timeliness of Callbacks to Plan Sponsor	Same day assuming message left before 1 p.m. EST; if after noon, call will be returned no later than 2 p.m. EST the following Business Day excluding PTO days of Relationship Manager or Client Service Manager.	Ongoing, joint evaluation by Plan Sponsor and Relationship Manager	
Disbursements	99% of participant disbursement requests processed within two (2) Business Days of completed requests received in good order. Transactions must be entered by 4 p.m. EST or close of market due to shortened hours associated with early market close / holiday eves (+3 days applies for all transactions including company stock)	Metric provided on the quarterly Empower Service Agreement Report	1% of quarterly fees
Contribution and Loan Repayment Processing	Contribution and loan repayment processing completed within two (2) Business Days following confirmation of totals by the Plan Sponsor (i.e. file that is in good order). Posting of contributions to Participant accounts occurs two (2) Business Days following the ACH funding release.	Metric provided on the quarterly Empower Service Agreement Report	1% of quarterly fees
Submission of Feedback Files to Plan Sponsor Payroll	Feedback files provided within timeframe as mutually agreed by parties.	Metric provided on the quarterly Empower Service Agreement Report	1% of quarterly fees

Plan Sponsor & Participant Service	Minimum Service Standard	Performance Measurement	Fees at Risk
Investment Transfers	99% of investment transfers processed same Business Day if participant direction received in good order by Empower by 4 p.m. EST, early close time of investment, or close of market due to shortened hours associated with early market close or holiday eves (excluding investment transfers involving company stock)	Executed as part of automated processes. Accuracy will be consistent with minimum service standard unless otherwise disclosed. Reported as part of the quarterly Empower Service Level Agreement Report.	1% of quarterly fees
Timeliness of ADP/ACP testing (Defined Contribution Plans only)	Within agreed upon timeframe to meet regulatory guidelines contingent upon timely receipt of complete and accurate data from Plan Sponsor or third parties	Measured against time frame committed to during annual compliance meeting	1% of quarterly fees

Empower shall not be liable for the performance standards and the revenue at risk stated herein for failure to meet any of the performance standards as a result of an interruption of any service provided under the Agreement or delayed or defective performance of such service arising out of any Force Majeure Event as described and in accordance with Section 12.7 of the Agreement. Empower shall maintain a reasonable disaster recovery plan and shall use its best efforts to resume services on a normal basis as soon as practicable.

EXHIBIT B
DEFERRED COMPENSATION 457 PLAN
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A-, VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's on the Commercial General Liability and Automobile Liability insurance policies. **PROVIDER'S** insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be blanket form endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY. Upon written request, PROVIDER will offer proof of insurance renewal or extension within 30 days following the expiration date of any of the policies required. Such certificate(s) shall suffice as evidence that required insurance is maintained. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, **PROVIDER** shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided on a Commercial General Liability insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, **PROVIDER** shall maintain limits of no less than \$1,000,000 combined single limit per accident for bodily injury and property damage to include, but not be limited to, coverage against insurance claims for injuries to persons or damages to property from services rendered by **PROVIDER** and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** **PROVIDER** shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation:** **PROVIDER** shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a **PROVIDER** that is a Sole Proprietor shall be required to submit an affidavit indicating that **PROVIDER** has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

- K. **Failure to Maintain Coverage:** If **PROVIDER** fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order **PROVIDER** to stop the work, declare **PROVIDER** in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** **PROVIDER** is encouraged to purchase any such additional insurance as it deems necessary. **Damages:** **PROVIDER** is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by **PROVIDER**, their subcontractors or anyone employed, directed or supervised by **PROVIDER**.
- M. **Cost:** **PROVIDER** shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by **PROVIDER'S** Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. **PROVIDER'S** name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: Andrew Huntley-Robertson
	PHONE (A/C No, Ext): 212-345-1301 FAX (A/C No):
CN102232306-SUB2-2022-22-24	E-MAIL ADDRESS: andrew.huntley-robertson@marsh.com
	INSURER(S) AFFORDING COVERAGE
INSURED Empower Annuity Insurance Company of America and subsidiaries including Empower Retirement, LLC dba Empower 8515 East Orchard Road Greenwood Village, CO 80111	INSURER A: ACE American Insurance Company
	INSURER B: Sentry Insurance A Mutual Co
	INSURER C: N/A
	INSURER D: N/A
	INSURER E: N/A
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:**

NYC-011116051-30

REVISION NUMBER: 41

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		G46669526	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 EMPLOYEE BENEFITS: \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		9004862-003 (AOS) 9004862-004 (MA)	12/01/2022 12/01/2022	12/01/2023 12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	9004862-001 (AOS) 9004862-002 (HI, NY, WI, WV)	12/01/2022 12/01/2022	12/01/2023 12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CLARK COUNTY, NEVADA CONTRACT FOR DEFERRED COMPENSATION 457 PLAN RFP NO. 605654-20

CLARK COUNTY, NEVADA, ITS OFFICERS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL AND AUTO LIABILITIES WHERE REQUIRED BY WRITTEN CONTRACT. COVERAGE PROVIDED BY THE ABOVE AUTO LIABILITY POLICY SHALL BE PRIMARY AND IS LIMITED TO LIABILITY OF THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. GENERAL LIABILITY POLICY INCLUDES A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER**CANCELLATION**Clark County, Nevada
c/o Purchasing and Contracts Division,
Government Center, Fourth Floor,
500 South Grand Central Parkway, PO Box 551217
Las Vegas, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Empower Annuity Insurance Company of America and subsidiaries including Empower Retirement, LLC dba Empower 8515 East Orchard Road Greenwood Village, CO 80111
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

NO DEDUCTIBLE FOR AUTO LIABILITY.

AM BEST RATING OF CARRIERS:

ACE AMERICAN RATING IS A++

SENTRY RATING IS A+

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Great-West Life Co Inc.			Endorsement Number
Policy Symbol XSL	Policy Number G46669526	Policy Period 06/01/2022-06/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:
- 1) Is in effect during this policy period; and
 - 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
 - 3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

- a. "your work" that you do for that additional insured pursuant to such contract; or
 - b. "your product" distributed or sold to that additional insured pursuant to such contract;
- and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

i) The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

DocuSigned by:

Derrick Wan

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN
REQUIRED BY CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- A. The Who Is An Insured** provision of **Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B.** The most we will pay on behalf of the additional insured is the lesser of the amount payable under the **Limit of Insurance** for **Covered Autos Liability Coverage** or the amount of insurance required by the contract or agreement.
- C.** Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.

GENERAL ENDORSEMENT

Named Insured Great-West Life Co Inc.			Endorsement Number 001
Policy Symbol XSL	Policy Number G46669526	Policy Period 06/01/2022-06/01/2023	Effective Date 06/01/2022
ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CORPORATE RISK DOMESTIC PROPERTY COVERAGE FORM

In consideration of \$0 premium, the following form has been amended:

XS-6W34A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
CC3R19

CHUBB®**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Named Insured Great-West Life Co Inc.			Endorsement Number
Policy Symbol XSL	Policy Number G46669526	Policy Period 06/01/2022-06/01/2023	Effective Date of Endorsement 06/01/2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY**SCHEDULE Name of Person or Organization:**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

DocuSigned by:

Derrick Wan

06/ED7721459C461...
Authorized Representative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Great-West Life Co Inc.			Endorsement Number
Policy Symbol XSL	Policy Number G46669526	Policy Period 06/01/2022-06/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

DocuSigned by:

Derrick Wan

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. The **Who Is An Insured** provision of **Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.


The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the **Limit of Insurance** for **Covered Autos Liability Coverage** or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.

AM Best Rating Services

ACE American Insurance Company

BestLink 

AMB #: 002257 NAIC #: 22667 FEIN #: 952371728

Mailing Address

P.O. Box 1000
Philadelphia, Pennsylvania 19106
[United States](#)

Web: www.chubb.com

Phone: 215-640-1000

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

AM Best Rating Unit: [AMB #: 000012 - Chubb U.S. Group of Insurance Companies](#)

View additional [news](#), [reports](#) and [products](#) for this company.

Based on AM Best's analysis, [058303 - Chubb Limited](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A++ (Superior)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 01, 2022
Initial Rating Date: June 30, 1951

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Alan Murray
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: See the *Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): aa+ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 01, 2022
Initial Rating Date: August 16, 2005

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 01, 2022

View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category: XV (\$2 Billion or greater)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1951.

Financial Strength Rating

Effective Date	Rating
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++
December 11, 2019	A++
December 13, 2018	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+
December 11, 2019	aa+
December 13, 2018	aa+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
091291	ACE American Insurance Company (BHB)	Represents the Property/Casualty financials for the Bahrain Branch of this legal entity.
093314	ACE American Insurance Co Korea (KRB)	Represents the Property/Casualty financials for the South Korea Branch of this legal entity.

Best's Credit & Financial Reports

[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [000012 - Chubb U.S. Group of Insurance Companies](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

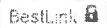


[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news](#), [reports](#) and [products](#) for this company.

AM Best Rating Services

Sentry Insurance Company



AMB #: 002466 NAIC #: 24988 FEIN #: 390333950

Domiciliary Address

1800 North Point Drive
Stevens Point, Wisconsin 54481

[United States](#)

Web: www.sentry.com

Phone: 715-346-6000

Fax: 715-346-7842

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



AM Best Rating Unit: [AMB #: 000086 - Sentry Insurance Group](#)

View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [044905 - Sentry Mutual Holding Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A+ (Superior)
Affiliation Code: p (Pooled)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: June 14, 2023
Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Christine DePalma

Director: Edin Imsirovic

Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: June 14, 2023
Initial Rating Date: April 27, 2007

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Assigns Credit Ratings to Point Excess and Surplus Insurance Company; Affirms Ratings of Sentry Insurance Group Members](#)
June 14, 2023

Financial Size Category [View Definition](#)

Financial Size Category: XV (\$2 Billion or greater)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
June 14, 2023	A+
June 07, 2022	A+
June 03, 2021	A+
June 04, 2020	A+
May 15, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
June 14, 2023	aa-
June 07, 2022	aa-
June 03, 2021	aa-
June 04, 2020	aa-
May 15, 2019	aa-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087090	Sentry Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
000086	Sentry Insurance Group (G) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [000086](#) - [Sentry Insurance Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
CN102232306-10M-PROF2-22-23	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Empower Annuity Insurance Company of America and subsidiaries including Empower Retirement, LLC dba Empower 8515 East Orchard Road Greenwood Village, CO 80111	INSURER A: ACE American Insurance Company	
	INSURER B: Federal Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	

COVERAGES**CERTIFICATE NUMBER:**

NYC-011364357-29

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability - Insurance Co.		G27882250 006 (Primary ICPL-10M)	09/01/2022	09/01/2023	Limit: \$1,000,000
B	Prof. Liability-Asset Mgmt Pro		8250-0374 (Primary AMP-10M)	09/01/2022	09/01/2023	Retention \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CLARK COUNTY, NEVADA CONTRACT FOR DEFERRED COMPENSATION 457 PLAN RFP NO. 605654-20

CERTIFICATE HOLDER**CANCELLATION**

Clark County, Nevada
c/o Purchasing and Contracts Division,
Government Center, Fourth Floor,
500 South Grand Central Parkway, PO Box 551217
Las Vegas, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Empower Annuity Insurance Company of America and subsidiaries including Empower Retirement, LLC dba Empower 8515 East Orchard Road Greenwood Village, CO 80111
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Retentions:

1. Empower Advisory Group, LLC - \$2,000,000
2. Empower Trust Company, LLC - \$1,000,000
3. All other insured entities - \$10,000,000
4. Sales/Marketing claims - \$10,000,000
5. Investment Company - \$500,000
6. Personal Capital Corporation and its subsidiaries- \$1,000,000 (Single claimant matter) / \$5,000,000 (All other matters)
7. Prudential Bank & Trust FSB - \$1,000,000

EXHIBIT C
SUBCONTRACTOR INFORMATION

If applicable to the parties under this Contract, the following shall apply:

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** 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.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone #: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone #: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone #: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
September 5, 2023

Subject:

2023A LVVWD Water Bond Resolution

Petitioner:

E. Kevin Bethel, Chief Financial Officer

Recommendations:

That the Board of Directors adopt the 2023A LVVWD Water Bond Resolution, providing for the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A, in the maximum principal amount of \$230,000,000, for the purpose of financing water projects for the Las Vegas Valley Water District.

Fiscal Impact:

The debt service will be paid from District water revenues.

Background:

The 2023A LVVWD Water Bond Resolution (Bond Resolution) authorizes the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A (Bonds), in the maximum aggregate principal amount of \$230,000,000, for the purpose of financing water projects of the District.

On March 21, 2023, the Board of Directors adopted the 2023A DMC Notice Resolution (LVVWD), requesting the Debt Management Commission (DMC) meet and approve the District's proposal to issue bonds. On April 6, 2023, the DMC met and approved the District's proposal. On May 2, 2023, the Board adopted the 2023A Resolution of Intent to Issue Bonds (LVVWD), which authorized the Chief Financial Officer to arrange for the sale of the Bonds and authorized the publication of the Notice of Intent setting a public hearing for June 6, 2023, and pledged revenues at least equal to the amount required in each year for the payment of the interest on, and the principal of, the Bonds. The public hearing was conducted as scheduled. Having provided the required 90-day period for protest, the Bond Resolution is the final Board action to authorize the sale of the Bonds. The Bonds will be issued through a competitive sale.

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

This Bond Resolution is being entered into pursuant to NRS Chapter 350 and Section 1(10) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the Bond Resolution.

JJE:EKB:RS:df

Attachment: Bond Resolution

AGENDA
ITEM #

7

Summary A resolution authorizing the issuance by the Las Vegas Valley Water District, Nevada of its General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A and providing other matters relating thereto.

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT DESIGNATED BY THE SHORT TITLE “2023A LVVWD WATER BOND RESOLUTION”; PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2023A; FIXING THE TERMS AND CONDITIONS THEREOF AND COVENANTS RELATING THERETO; PROVIDING FOR THE LEVY AND COLLECTION OF ANNUAL GENERAL (AD VALOREM) TAXES FOR THE PAYMENT OF THE BONDS; ADDITIONALLY SECURING THEIR PAYMENT BY A PLEDGE OF REVENUES DERIVED FROM THE WORKS AND PROPERTIES OF THE DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD THE ISSUANCE OF SAID BONDS; AND PROVIDING OTHER MATTERS RELATING THERETO.

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

WHEREAS, the District now owns and operates a water system (the “Water System”); and

WHEREAS, pursuant to the District Act and Chapter 350 of Nevada Revised Statutes (“NRS”), and all laws amendatory thereof, which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the “Bond Act”), the Board of Directors of the District (the “Board”) is authorized to issue general obligation bonds of the District for the purpose of defraying wholly or in part the cost of constructing, purchasing, otherwise acquiring, reconstructing, improving, extending and bettering the Water System including, without limitation, waterworks, water wells, transmission lines, reservoirs, pumping stations, water rights and equipment, furnishings, improvements and appurtenances incidental thereto (the “Project”); and

WHEREAS, pursuant to NRS 350.020(3), the District has published a notice of its intent to issue general obligation (limited tax) water bonds (additionally secured by pledged revenues), in one or more series, in an aggregate principal amount not to exceed \$230,000,000 and no petition in conformity with NRS 350.020(3) requesting an election on such bonds was presented to the Board within 90 days after such publication; and

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

(A) To issue and sell the District's General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A (the "Bonds") for the purpose of accomplishing the Project; and

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

WHEREAS, the District's Chief Financial Officer (the "Chief Financial Officer") or, in his absence, the District's General Manager (the "General Manager"), is hereby authorized to sell the Bonds to the best bidder therefor (the "Purchaser") and to accept a binding bid for the Bonds; and

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

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

WHEREAS, NRS 350.580 authorizes the Board to issue general obligations payable from taxes and additionally securing the payment of such general obligations by a pledge of either net revenues or gross revenues of the works and properties of the District as the Board may determine; and

WHEREAS, the Board has determined and hereby declares:

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

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

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

SECTION 1. Short Title. This Resolution shall be known and may be cited as the “2023A LVVWD Water Bond Resolution.”

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

(1) “BAB Credit” means the credit received by the District as provided in Section 6431 of the Tax Code, in lieu of any credit otherwise available to bond holders under Section 54AA(a) of the Tax Code.

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

(3) “Bond Requirements” means the principal of and the interest on the Bonds, as such principal and interest become due at maturity or on a redemption date, or otherwise.

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

computation for the issuance of additional superior or parity securities (including refunding securities) shall be deemed to be the amount accruing at the fixed rate as provided in the Qualified Swap. No computation of Bond Requirements under this Resolution shall take into account payments due the Qualified Swap Provider on the termination of the Qualified Swap unless such payments on termination are then unconditionally due and payable in accordance with the terms of the related Qualified Swap.

For purposes of computing the Bond Requirements of a Qualified Swap with respect to which no Superior Lien Obligations or Parity Lien Obligations remain outstanding or of that portion of a Qualified Swap with respect to which the notional amount is greater than the principal amount of outstanding Superior Lien Obligations or Parity Lien Obligations to which such Qualified Swap relates, (a) for purposes of Sections 39 through 44 hereof, the interest payable thereon shall be deemed to be the net amount positive or negative, if any, required to be paid by the District to the Qualified Swap Provider pursuant to the Qualified Swap, and (b) for purposes of any computation of Bond Requirements for a period after the date of computation, the interest payable thereon shall be deemed to be the net amount most recently paid, as of the date of computation, by the District to the Qualified Swap Provider thereunder or (expressed as a negative number) by the Qualified Swap Provider to the District thereunder.

For purposes of computing the maximum annual principal and interest requirements and for purposes of any other computations for the issuance of additional superior or parity securities (including refunding securities), in making any calculation of the Bond Requirements to be paid for a period after the date of computation on any bonds with respect to which the District expects to receive a BAB Credit, such as the 2010A Bonds, “interest” for any Bond Year shall be treated as the amount of interest to be paid by the District on those bonds in that Bond Year less the amount of the BAB Credit then expected to be paid by the United States with respect to interest payments on those bonds in that Bond Year and required by the resolution or other instrument authorizing those bonds to be used to pay interest on those bonds in that Bond Year or to reimburse the District for amounts already used to pay interest on those bonds in that Bond Year. If the BAB Credit is not expected to be received as the date of such a calculation, “interest” shall be the total amount of interest to be paid by the District on the bonds without a deduction for the credit to be paid by the United States under Section 6431 of the Tax Code. The Chief Financial Officer of the District may certify in writing the expected amount and expected

date of receipt of any BAB Credit, and that certificate shall be conclusive for purposes of computing the maximum annual principal and interest requirements and for purposes of any other computation for the issuance of additional superior or parity securities (including refunding securities).

(4) “combined average annual principal and interest requirements” means (i) the sum of the Bond Requirements of the Bonds and any other Superior Lien Obligations and Parity Lien Obligations payable from the Net Pledged Revenues, which Bond Requirements come due during any fiscal year from the date of calculation to the last day on which any of the Bonds are due and payable, but not including any securities which are no longer outstanding under the defeasance provisions of Section 52 hereof, (ii) divided by the number of years (including any fraction thereof) from the date of the calculation of the combined average annual principal and interest requirements to the last day on which any of the Bonds are due and payable. If any Superior Lien Obligation or Parity Lien Obligation bears interest at a variable interest rate and is not covered by a Qualified Swap, the rate of interest used in the foregoing test shall be the lesser of the maximum permitted rate of interest on those Superior Lien Obligations and Parity Lien Obligations or a rate equal to the “25 Bond Revenue Index” as most recently published in The Bond Buyer prior to the date a firm offer to purchase the then proposed Superior Lien Obligations or Parity Lien Obligations is accepted by the District or if such index is no longer published, such other similar long-term bond index as the District reasonably selects.

(5) “combined maximum annual principal and interest requirements” means the maximum sum of the principal of and the interest (including any BAB Credit received by the District and any payments to be made (positive or negative) on any Qualified Swap as provided in the definition of “Bond Requirements”) on the Bonds and any other Superior Lien Obligations or Parity Lien Obligations, falling due during any one fiscal year for the period beginning with the fiscal year in which such computation is made and ending with the fiscal year in which any Bonds last become due and payable but not including any securities which are no longer outstanding under the defeasance provisions in Section 52 hereof. If any Superior Lien Obligation or Parity Lien Obligation bears interest at a variable interest rate and is not covered by a Qualified Swap, the rate of interest used in the foregoing test shall be the lesser of the maximum permitted rate of interest on those Superior Lien Obligations or Parity Lien Obligations or a rate equal to the “25 Bond Revenue Index” as most recently published in The Bond Buyer prior to the

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

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

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

(8) “Net Pledged Revenues” has the meaning given to such term in Section 31 hereof.

(9) “Parity Lien Obligations” means the outstanding:

A. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2010A (Taxable Direct Pay Build America Bonds) in the original principal amount of \$75,995,000 (the “2010A Bonds”);

B. General Obligation (Limited Tax) Water Bond (Additionally Secured by Pledged Revenues), Series 2014 in the original principal amount of \$20,000,000;

C. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2015A in the original principal amount of \$172,430,000;

D. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Refunding Bonds Series 2016B, in the original principal amount of \$108,220,000;

E. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Bond, Series 2016C, in the original principal amount of \$15,000,000; and

F. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Refunding Bonds, Series 2017A, in the original principal amount of \$130,105,000; and

G. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Bond, Series 2017C, in the original principal amount of \$15,000,000; and

H. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Bonds, Series 2018A, in the original aggregate principal amount of \$100,000,000;

I. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Refunding Bonds, Series 2020B, in the original aggregate principal amount of \$22,240,000; and

J. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Improvement Bonds, Series 2020C, in the original aggregate principal amount of \$100,000,000;

K. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Refunding Bonds, Series 2020D, in the original aggregate principal amount of \$98,080,000;

L. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Refunding Bonds, Series 2021B, in the original aggregate principal amount of \$32,795,000;

M. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Refunding Bonds, Series 2022B, in the original aggregate principal amount of \$31,495,000; and

N. General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Bonds, Series 2022D, in the original aggregate principal amount of \$70,555,000; and

any other bonds or other securities hereafter issued on a parity with the Parity Lien Obligations.

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

(11) “Pledged Revenues” means, for all purposes of this Resolution, “Net Pledged Revenues” as defined in Section 31 hereof.

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

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

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

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

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

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

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

(19) “Superior Lien Obligations” means the obligations of the District issued with a lien on the Net Pledged Revenues which is superior to the lien of the Bonds, and which are issued as special obligations of the District.

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

SECTION 3. Authorization and Use of Preliminary and Final Official Statements.

The Chief Financial Officer or the General Manager is each authorized to proceed with the sale of the Bonds on the terms and conditions provided herein. The distribution and use of the Preliminary Official Statement is hereby ratified and confirmed; distribution, use of, and the execution of the final Official Statement for the Bonds in substantially the form of the Preliminary Official Statement, with such amendments, additions and deletions as are consistent with the facts and not inconsistent herewith, as may be approved by the Chief Financial Officer or the General Manager by the execution of the final Official Statement, and any supplements or amendments thereto, is hereby authorized. The Chief Financial Officer’s or the General Manager’s deeming of the Preliminary Official Statement “final” for purposes of Securities and Exchange Commission Rule 15c2-12 is hereby ratified and confirmed.

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

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

A. The estimated life or estimated period of usefulness of the facilities to be financed with the Bonds is not less than 31 years.

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

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

SECTION 7. Authorization of Project. The Board hereby authorizes the Project.

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

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

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

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

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

SECTION 13. Authorization of Bonds. For the purpose of providing funds to pay all or a portion of the cost of the Project, the District shall issue its "Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues)

Water Bonds, Series 2023A” in the aggregate principal amount set forth in the Sale Certificate (not exceeding \$230,000,000).

SECTION 14. Bond Details. The Bonds shall be issued in fully registered form, i.e., registered as to both principal and interest, and shall be dated initially as of the date of delivery of the Bonds. Except as provided in Section 19 hereof, the Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof.

The Bonds shall bear interest calculated on the basis of a 360-day year of twelve 30-day months from their date until their respective maturity dates (or, if redeemed prior to maturity as provided below, their redemption dates) at the respective rates set forth in the Sale Certificate, payable semiannually on June 1 and December 1 of each year, commencing on the first June 1 or December 1 that is at least one month after the date of issuance of the Bonds; provided that Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates shown in the Sale Certificate from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates in each of the designated amounts of principal and at the interest rate set forth in the Sale Certificate (not to exceed 31 years from the date of the Bonds).

The principal of and any redemption premium on Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the office of the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full. Except as provided in Section 19, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day) to the registered owner thereof at his or her address as shown on the registration records kept by the Registrar as of the close of business on the Regular Record Date; but any such interest not so timely paid shall cease to be payable to the registered owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the registered owner thereof at his or her address as shown on the registration records of the Registrar as of the close of business on the Special Record Date. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted

interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than ten days prior thereto by first class mail to each such registered owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the registered owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

SECTION 15. Prior Redemption.

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

B. Mandatory Sinking Fund Redemption. The Bonds, if any, maturing on the dates specified in the Sale Certificate (the "Term Bonds") are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of those Term Bonds there shall be deposited into the Principal Account (hereinafter defined) on or before the dates designated in the Sale Certificate, a sum which, together with other moneys available therein is sufficient to redeem the Term Bonds on the dates and in the principal amounts provided in the Sale Certificate. Term Bonds being redeemed in part will be selected by lot in such a manner as the Registrar may determine.

At the option of the District to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds or portions thereof (\$5,000 or any integral multiple thereof) in an aggregate principal amount desired by the District or, (ii) specify a principal amount of Term Bonds or portions thereof (\$5,000 or any integral multiple thereof) which prior to

said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portion thereof so delivered or previously redeemed which is a part of the maturity which would be subject to mandatory redemption on the following principal payment date shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Board on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the District determines. In the event the Term Bonds are registered in the name of Cede & Co., as provided in Section 19 of this Resolution, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

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

SECTION 16. Notice of Redemption. Unless waived by any registered owner of a Bond to be redeemed, notice of prior redemption shall be given by the Registrar electronically, as long as Cede & Co. is registered owner of the Bonds, and otherwise by first-class mail, at least 30 days but not more than 60 days prior to the Redemption Date to the Municipal Securities Rulemaking Board (“MSRB”) via its Electronic Municipal Market Access (EMMA) system and to the registered owner of any Bond (initially Cede & Co.) all or a part of which is called for prior redemption at his or her address as it last appears on the registration records kept by the Registrar. The notice shall identify the Bonds and state that on such date the principal amount thereof, and

premium, if any, thereon will become due and payable at the Paying Agent (accrued interest to the Redemption Date being payable by mail or as otherwise provided in this Resolution), and that after such Redemption Date interest will cease to accrue. After such notice and presentation of said Bonds, the Bonds called for redemption will be paid. Actual receipt of the notice by the MSRB or any registered owner of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice to the registered owner of any Bond designated for redemption, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bond. A certificate by the Registrar that the notice of call and redemption has been given as provided in this Section shall be conclusive as against all parties; and no owner whose Bond is called for redemption or any other owner of any Bond may object thereto or may object to the cessation of interest on the Redemption Date on the ground that he failed actually to receive such notice of redemption.

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

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

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

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the registered owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously

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

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

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

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the District may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity and interest rate, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond

shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Board, upon request.

SECTION 19. Use of Depository.

A. Notwithstanding the foregoing provisions of Sections 14 through 18 of this Resolution, the Bonds shall initially be evidenced by a Bond or Bonds in denominations equal to the amount of principal coming due at each interest rate. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

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

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

(3) Upon the resignation of The Depository Trust Company or a successor depository or new depository under clause (1) or (2) of Subsection A or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the failure by the Board, after reasonable investigation, to locate another qualified depository institution acceptable to the Board under clause (2) to carry out the functions of The Depository Trust Company or such successor or new depository.

In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or in the case of designation of a new depository pursuant to clause (2) of Subsection A hereof upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a single new Bond shall be issued to such successor or new depository, as the case may be, for each

maturity of the Bonds then outstanding, registered in the name of such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a determination under clause (3) of Subsection A hereof and the failure, after reasonable investigation to locate another depository institution for the Bonds acceptable to the Board and upon receipt of outstanding Bonds by the Registrar together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 14 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

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

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

SECTION 20. Execution and Authentication.

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

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

impression or a facsimile of an impression of the official seal of the District attested with the manual or facsimile signature of the Secretary.

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

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

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

SECTION 23. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom must forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to Chapter 375B of NRS.

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

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

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

(Form of Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**LAS VEGAS VALLEY WATER DISTRICT, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
WATER BOND, SERIES 2023A**

No. _____ \$ _____

Interest Rate

Maturity Date

Dated As of

CUSIP

_____ 1, _____, 2023

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The Las Vegas Valley Water District, a political subdivision of the State of Nevada located in Clark County, in the State of Nevada (the “District” and the “State”, respectively) for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption) and to pay interest thereon on June 1 and December 1 of each year, commencing on December 1, 2023, at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided for. This Bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of this Bond. The principal on this Bond is payable upon presentation and surrender hereof at the principal office of the District’s paying agent (the “Paying Agent”), presently The Bank of New York Mellon Trust Company, N.A. who is also now acting as the District’s Registrar (the “Registrar”). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond is registered (the “registered owner”) in the registration records of the District maintained by the Registrar, at the address appearing thereon, as of the close of business on the 15th day of the calendar month next preceding such interest payment date (the “Regular Record Date”). Any such interest not so timely paid shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the “Special Record Date”). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. If the payment of any installment of principal of this Bond is not made when due, interest on such installment shall continue at the interest rate for such installment referred to above until such principal installment is paid in full. All such payments shall be made in lawful money of the United States without deduction for any service charges of the Paying Agent or Registrar.

This Bond may not be exchanged or transferred except in circumstances specified in the Resolution of the Board of Directors of the District (the “Board”) adopted and approved on September 5, 2023, authorizing the issuance of the Bonds of the series of which this Bond is one (the “Bonds”) and designated in Section 1 thereof as the “2023A LVVWD Water Bond Resolution” (the “Resolution”) and only at the times and subject to payment of the charges specified in the Resolution. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Resolution.

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

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

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

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

Upon any partial prior redemption of any Bond, Cede & Co., in its discretion, may request the Registrar to authenticate a new Bond or to make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to prepayment. Notice of redemption, unless waived, will be given by the Registrar as set forth in the Resolution. Notice of redemption having been given, the Bonds or portions thereof so called for redemption and for which payment has been provided shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date such Bonds or portions thereof shall cease to bear interest.

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

OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

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

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

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

This Bond is issued pursuant to Chapter 167, Statutes of Nevada, 1947, as amended and supplemented; pursuant to Nevada Revised Statutes ("NRS") 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law (the "Bond Act"); pursuant to NRS 350.020(3), and pursuant to NRS Chapter 348. Pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to Chapter 375B of NRS.

By the terms of the covenants contained in the Resolution, subject to the limitation that the rates and charges shall be reasonable, the officers of the District are obligated to fix rates and collect charges for connection and for service from the works or properties of the District such as to provide revenues sufficient to pay the necessary expenses of maintenance and operation of such works and properties, the general expenses of the District, the principal and interest on all outstanding bonds and notes of the District payable from the Net Pledged Revenues (defined below) as the same fall due, including any future bonds and notes payable from the Net Pledged Revenues issued superior to or on a parity with such currently outstanding bonds and notes, and the Bond Requirements of the Bonds, as the same become due. Said revenues, after payment of

necessary expenses of maintenance and operation and general expenses of the District (the “Net Pledged Revenues”), are pledged to the payment of the Bonds.

The Bonds are equitably and ratably secured by a lien on the Net Pledged Revenues, and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues, subject to and after the liens on such Net Pledged Revenues of any Superior Lien Obligations issued by the District. Bonds and other securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the Net Pledged Revenues having a lien thereon subordinate and junior or subject to additional expressed conditions, having a lien thereon superior to or on a parity with the lien of the Bonds, in accordance with the provisions of the Resolution. The covenants expressed in the Resolution impose upon the officers of the District certain other obligations to the registered owners of the Bonds and impose conditions with respect to any sale or lease of said works and properties.

Reference is made to the Resolution, the District Act, and the Bond Act for an additional description of the nature and extent of the security for this Bond, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owner of this Bond with respect thereto, the terms and conditions upon which this Bond is issued, and a statement of rights, duties, immunities, and obligations of the District, and other rights and remedies of the owners of this Bond.

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

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

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

IN WITNESS WHEREOF, the Board of Directors of the Las Vegas Valley Water District in the County of Clark and State of Nevada has caused this Bond to be executed in its name with the manual or facsimile signature of the President of its Board of Directors, to be attested, signed and executed with a manual or facsimile signature of the Secretary of the Board of Directors, has caused a manual or facsimile impression of the seal of the District to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the District Treasurer, all as of _____, 2023.

LAS VEGAS VALLEY WATER DISTRICT

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

Countersigned:

(Manual or Facsimile Signature)
District Treasurer

(MANUAL OR FACSIMILE
DISTRICT SEAL)

Attest:

(Manual or Facsimile Signature)
Secretary, Board of Directors

(End of Form of Bond)

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

Date of authentication
and registration _____

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

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

By _____ (Manual Signature)
Authorized Signatory

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

(Form of Assignment for Bonds)

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

Dated: _____

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

Name of Transferee:

Address of Transferee:

Social Security or other tax
identification number of
Transferee: _____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

NOTICE: TRANSFER FEES MUST BE PAID TO THE REGISTRAR IN ORDER TO TRANSFER OR EXCHANGE THIS BOND AS PROVIDED IN THE WITHIN MENTIONED RESOLUTION.

(End of Form of Assignment for Bonds)

SECTION 27. Use of Bond Proceeds. Upon the issuance of the Bonds, the Treasurer shall cause the proceeds of the Bonds to be deposited into a special account hereby created and designated as the “Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A Construction Account” (the “Construction Account”) to be held by the District. Moneys in the Construction Account shall be used to defray wholly or in part the cost of the Project including, without limitation, as provided in NRS 350.516, all costs of issuing the Bonds in an amount not to exceed \$500,000, which the Board hereby determines are necessary and desirable and appertain to the Project. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Construction Account shall be deposited into the 2023A Bond Fund hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 28. Use of Investment Gain. Pursuant to NRS 350.658, and except as may otherwise be required for deposit into the Rebate Fund by Section 43 hereof, any gain from any investment and any reinvestment of any proceeds of the Bonds shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Construction Account to defray, in part, the cost of the Project or, if adequate provision has been made for the Project, into the Bond Fund hereinafter created for the respective payment of the principal of or interest on the Bonds or any combination thereof. As provided in Section 34 hereof, the annual General Taxes for the payment of the principal of or interest on the Bonds levied after such deposits of any such investment or reinvestment gain may be diminished to the extent of the availability of such deposit for the payment of such principal or interest.

Nothing herein prevents the commingling of moneys accounted for in any two or more accounts or funds created herein or otherwise maintained by the District, for purposes of investment in any investments permitted under the laws of the State.

SECTION 29. Prevention of Bond Default. Subject to the provisions of Sections 31 and 34 hereof, the Treasurer shall use any Bond proceeds credited to the Construction Account, without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue

under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Board of any such use.

SECTION 30. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the proper completion of the Project. The purchaser of the Bonds, any associate thereof, and any subsequent registered owner of any Bond shall in no manner be responsible for the application or disposal by the District or by any of its officers, agents and employees of the proceeds derived from the sale of the Bonds or of any other moneys herein designated.

SECTION 31. General Tax Levies. So far as possible, the Bond Requirements of the Bonds shall be paid from revenues received by the District from the sale or distribution of water, connection charges, or otherwise derived from the works or property of the District (including works and properties hereafter constructed or acquired) after payment therefrom of the reasonable and necessary costs of the operation and maintenance of the works and properties of the District and the general expenses of the District (the "Net Pledged Revenues"), including any BAB Credit received with respect to the 2010A Bonds, and after the payment from such Net Pledged Revenues of the annual debt service, sinking fund and reserve fund requirements of any Superior Lien Obligations. However, pursuant to NRS 350.596, the principal of and interest falling due on the Bonds at any time when there are not on hand sufficient funds to pay the same shall be promptly paid out of the Construction Account or out of a general fund of the District or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available from the Revenue Fund and available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there are hereby created separate accounts designated respectively as the "Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A Principal Account" (the "Principal Account") and the "Las Vegas Valley Water District, Nevada, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2023A Interest Account" (the "Interest Account"). Pursuant to NRS 350.592 and 350.594, there shall be duly levied immediately after the issuance of the Bonds and annually

thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the District fully sufficient, together with the revenue which will result from application of the rate to the net proceeds of minerals, to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installment of interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay and retire the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of the Bond Requirements. In the preparation of the annual budget or appropriation resolution for the District, the Board shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the District, including, without limitation, the Bonds, or the reimbursement of any sums advanced for such purpose pursuant to NRS 350.596 (other than any moneys available from the Revenue Fund and available without replacement for the payment of such Bond Requirements on other than a temporary basis), subject to the limitation imposed by NRS 361.453 and Section 2, art. 10, of the State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the District.

SECTION 32. Priorities for Bonds. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the District by all overlapping units within the boundaries of the District exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the District and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the District and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

SECTION 33. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds shall be kept in the Principal Account and in the Interest Account,

which accounts shall be used for no other purpose than the payment of principal of and interest on the Bonds, respectively, as the same fall due.

SECTION 34. Use of General Fund and Other Funds. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from the general fund on hand belonging to the District, reimbursement to be made to the general fund in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596. Nothing in this Resolution prevents the District from applying any funds (other than General Taxes) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, mature, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 35. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Board annually, at the time and in the manner provided by law for levying other General Taxes of the District, if such action is necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Board shall require the officers of the District to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of and the interest on the Bonds. Such General Taxes, when collected, shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified or the reimbursement of any sums advanced for such purpose pursuant to NRS 350.596 (other than any moneys available from the Revenue Fund and available without replacement for the payment of such Bond Requirements on other than a temporary basis).

SECTION 36. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements of the Bonds have been wholly paid.

SECTION 37. Equality of Bonds and Notes; Pledge of Net Pledged Revenues. The Bonds shall be equally secured by the Net Pledged Revenues and by the tax receipts of the District. All Superior Lien Obligations, whether a bond or note payable solely from Net Pledged Revenues, shall have priority with respect to payment out of the Net Pledged Revenues of the District over

the Bonds and any future obligations of the District issued with a lien on the Net Pledged Revenues which is on a parity with the lien thereon of the Bonds. Any other future bonds or notes of the District hereafter issued and on a parity with the Superior Lien Obligations shall have a like priority. The Net Pledged Revenues are hereby pledged for the security of the Bonds. The Net Pledged Revenues and funds derived therefrom shall be used only as permitted under the terms of this Resolution.

SECTION 38. Current District Accounts and Funds. There have been, or will be, established in the Treasury of the District the following separate accounts:

- (1) WATER BONDS, REVENUE FUND (the “Revenue Fund”);
- (2) WATER MAINTENANCE AND OPERATION FUND (the “M. & O. Fund”);
- (3) 2010 GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER AND REFUNDING BONDS, SERIES 2010A BOND FUND (the “2010A Bond Fund”);
- (4) 2010 GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER AND REFUNDING BONDS, SERIES 2010A REBATE FUND;
- (5) 2014 GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BOND, SERIES 2014 BOND FUND (the “2014 Bond Fund”);
- (6) 2014 GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BOND, SERIES 2014 REBATE FUND;
- (7) 2015 GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS, SERIES 2015A BOND FUND (the “2015A Bond Fund”);
- (8) 2015 GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS, SERIES 2015A REBATE FUND;

(9) 2016 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2016B BOND FUND (the “2016B Bond Fund”);

(10) 2016 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2016B REBATE FUND;

(11) 2016 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BOND, SERIES 2016C
BOND FUND (the “2016C Bond Fund”); and

(12) 2016 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BOND, SERIES 2016C
REBATE FUND;

(13) 2017 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2017A BOND FUND (the “2017A Bond Fund”);

(14) 2017 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2017A REBATE FUND;

(15) 2017 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BOND, SERIES 2017C
BOND FUND (the “2017C Bond Fund”);

(16) 2017 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BOND, SERIES 2017C
REBATE FUND;

(17) 2018 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2018A
BOND FUND (the “2018A Bond Fund”);

(18) 2018 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2018A
REBATE FUND;

(19) 2020 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2020B BOND FUND (the “2020B Bond Fund”);

(20) 2020 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2020B REBATE FUND;

(21) 2020 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER IMPROVEMENT
BONDS, SERIES 2020C BOND FUND (the “2020C Bond Fund”);

(22) 2020 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER IMPROVEMENT
BONDS, SERIES 2020C REBATE FUND;

(23) 2020 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2020D BOND FUND (the “2020D Bond Fund”);

(24) 2020 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2020D REBATE FUND;

(25) 2021 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2021B BOND FUND (the “2021B Bond Fund”);

(26) 2021 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2021B REBATE FUND;

(27) 2022 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2022B BOND FUND (the “2022B Bond Fund”);

(28) 2022 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS,
SERIES 2022B REBATE FUND.

(29) 2022 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2022D
BOND FUND (the “2022D Bond Fund”); and

(30) 2022 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2022D
REBATE FUND.

There are hereby established in the Treasury of the District additional special
accounts designated:

(31) 2023 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2023A
BOND FUND (the “Bond Fund” or the “2023A Bond Fund”); and

(32) 2023 GENERAL OBLIGATION (LIMITED TAX)
(ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2023A
REBATE FUND (the “2023A Rebate Fund”).

SECTION 39. Revenue Fund. All moneys received by the District from the sale or
distribution of water, connection charges or otherwise derived from the works or property of the
District shall be paid into the Revenue Fund, and no disbursements shall be made from the Revenue
Fund except as provided in this Resolution.

SECTION 40. Maintenance and Operation Fund. First, payments shall be made,
as necessary, from the Revenue Fund to the M. & O. Fund. The necessary and reasonable costs
of the operation and maintenance of the works and properties of the District and the general
expenses of the District shall be paid from the revenues prior to the payment of principal and
interest on the outstanding bonds or notes and the sums for other funds as provided in this
Resolution. Moneys required for said maintenance and operation and general expenses shall from
time to time be set aside from the Revenue Fund and transferred to the M. & O. Fund. The
maintenance and operation expenses and general expenses of the District shall be paid from the
M. & O. Fund.

SECTION 41. Superior Lien Obligations Bond Funds. Second, payments shall be
made, as required, from the Revenue Fund into the bond funds created by resolutions authorizing
any Superior Lien Obligations for the payment of the principal of and interest (including payments

due on any Qualified Swap) on the Superior Lien Obligations of the District, when due and payable, and any reasonably required reserve accounts and rebate funds therefor.

SECTION 42. Parity Lien Obligations Bond Funds. Third, the payments shall be made, as required, from the Revenue Fund into the funds and accounts maintained for the Parity Lien Obligations (including payments due on any Qualified Swap), including the 2010A Bond Fund, the 2014 Bond Fund, the 2015A Bond Fund, the 2016B Bond Fund, the 2016C Bond Fund, the 2017A Bond Fund, the 2017C Bond Fund, the 2018A Bond Fund, the 2020B Bond Fund, the 2020C Bond Fund, the 2020D Bond Fund, the 2021B Bond Fund, the 2022B Bond Fund, the 2022D Bond Fund, and the Bond Fund (collectively, the “Parity Lien Bond Funds”).

So long as any of the Bonds are outstanding, after the sums required to be transferred by the terms of the resolutions relating to the Superior Lien Obligations, on the first day of each month commencing on the first day of the month after the month in which the Bonds are dated (after taking into account any accrued interest paid into the Bond Fund) there shall be set aside from the Revenue Fund, there shall be simultaneously transferred to and placed in the Bond Fund: (i) a sum at least equal to the amount, if paid monthly, of the interest coming due on the Bonds on the first interest payment date of the Bonds, and monthly thereafter a sum equal to 1/6 of the payment of the semiannual interest coming due on the Bonds, and (ii) a sum at least equal to the amount, if paid monthly, of the principal coming due on the Bonds on the first principal payment date of the Bonds, and monthly thereafter, a sum equal to 1/12 of the amount necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of principal of the Bonds then outstanding. The money credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as the Bond Requirements become due.

SECTION 43. Parity Lien Obligations Rebate Funds. Fourth, payments shall be made, as required, from the Revenue Fund into the rebate funds and accounts maintained for the Parity Lien Obligations, including the 2023A Rebate Fund. The purpose of the 2023A Rebate Fund is to insure payment of any amount required to be paid to the United States in compliance with Section 148(f) of the Tax Code for the Bonds.

After the aforementioned deposits into the Bond Fund from the Net Pledged Revenues there shall be simultaneously credited to the rebate funds for the Parity Lien Obligations such amounts as are required to be deposited therein and to the 2023A Rebate Fund such amounts

as are required to be deposited therein to meet the District's obligations under the covenant contained in Section 51, Covenant 9 hereof, in accordance with Section 148(f) of the Tax Code. Such deposits shall be made at such times as are required by Section 148(f) of the Tax Code and such Covenant and amounts in the 2023A Rebate Fund shall be used for the purpose of making the payments to the United States required by such Covenant and Section 148(f) of the Tax Code. Any amounts in the 2023A Rebate Fund in excess of those required to be on deposit therein may be withdrawn therefrom and deposited into the Revenue Fund.

SECTION 44. Termination of Deposits; Defraying Delinquencies.

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

B. If at any time (including a date on which a payment under a Qualified Swap is due) the District shall for any reason fail to pay into the Bond Fund or the 2023A Rebate Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid first into the Bond Fund and second into the 2023A Rebate Fund at such time equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated, from the first Net Pledged Revenues available therefor. If securities (other than the Bonds) are outstanding, the payment of which are secured by a lien on the Net Pledged Revenues which lien is on a parity with the lien hereon of the Bonds, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a bond fund, reserve fund or rebate fund therefor, then the moneys replaced in such bond fund, reserve fund or rebate fund shall be replaced on a pro rata basis related to the principal amount of the then outstanding Bonds and the then outstanding Parity Lien Obligations, as moneys become available therefor, first into all of such bond and reserve funds and second into all such rebate funds.

SECTION 45. Lien of the Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues, subject to and after, the prior lien

on the Net Pledged Revenues of any Superior Lien Obligations of the District hereafter issued, and on a parity with the lien of the outstanding Parity Lien Obligations of the District and any Parity Lien Obligations hereafter issued.

SECTION 46. Issuance of Parity Lien Obligations. Nothing herein prevents the issuance by the District of additional bonds or other obligations payable from the Net Pledged Revenues and constituting a lien thereon on a parity with (or, as provided below, subject to the provisions of resolutions authorizing the issuance of Superior Lien Obligations, prior or superior to), the lien thereon of the Bonds, nor prevents the issuance of bonds or other securities refunding all or a part of the Bonds, but before any such additional Parity Lien Obligations are authorized or actually issued:

A. At the time of the adoption of the resolution authorizing the issuance of the additional Parity Lien Obligations, the District shall not be in default in making any payments required into the debt service, sinking or reserve funds for any outstanding obligations payable from the Net Pledged Revenues.

B. The Net Pledged Revenues (subject to adjustments as hereinafter provided) projected by the General Manager, the Chief Financial Officer of the District or an independent accountant or consulting engineer to be derived in the later of (i) the fiscal year immediately following the fiscal year in which the facilities to be financed with the proceeds of the additional Parity Lien Obligations are projected to be completed or (ii) the first fiscal year for which no interest has been capitalized for the payment of any Parity Lien Obligations, including the Parity Lien Obligations proposed to be issued, will be sufficient to pay at least an amount equal to the principal and interest requirements (to be paid during that fiscal year) of the Superior Lien Obligations, the outstanding Parity Lien Obligations, the Bonds, any other additional outstanding Parity Lien Obligations of the District and the Parity Lien Obligations proposed to be issued (excluding any reserves therefor).

C. In any determination of whether or not additional Parity Lien Obligations may be issued in accordance with the foregoing earnings test, consideration shall be given to any probable estimated increase or reduction in operation and maintenance expenses that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional Parity Lien Obligations.

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

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

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

G. In connection with the authorization of any such additional securities the Board may on behalf of the District adopt any additional covenants or agreements with the holders of such additional securities; provided, however, that no such covenant or agreement may be in

conflict with the covenants and agreements of the District herein and no such covenant or agreement may be materially adverse to the interests of the holders of the Bonds. Any finding of the District to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the foregoing requirements have been met for purposes of this Resolution.

SECTION 47. Certification of Revenues. A written certification or written opinion based upon estimates, as provided above, that the annual revenues when adjusted as herein provided are sufficient to pay such amounts as provided in Subsection B of Section 46 hereof, shall be conclusively presumed to be accurate in determining the right of the District to authorize, issue, sell and deliver additional bonds, notes, or other additional securities on a parity with the Bonds.

SECTION 48. Subordinate Obligations Permitted Without Earnings Test. Nothing herein prevents the District from issuing additional bonds or other additional securities payable from the Net Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

SECTION 49. Superior Lien Obligations Permitted with Earnings Test. Nothing herein permits the District to issue additional bonds or additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds, unless the issuance of such bonds, notes, or additional securities meets the earnings test for issuance of Parity Lien Obligations listed above, meets the applicable earnings test required by the resolutions authorizing the issuance of the then outstanding Superior Lien Obligations, and are issued as special obligations of the District.

SECTION 50. Use of Bond Proceeds. The proceeds of any additional bonds or other additional securities (other than any funding or refunding securities) payable from the Net Pledged Revenues shall be used only to pay the cost of a project, including incidental expenses, for the betterment, enlargement, extension, other improvement and equipment of the water works and properties of the District.

SECTION 51. Protective Covenants. The District hereby particularly covenants and agrees with the registered owners of the Bonds and makes provisions which shall be a part of its contract with such registered owners to the effect and with the purposes set forth in the following provisions of this Section:

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

Covenant 2. Operation of Water Facilities. The District shall at all times operate its works and properties in a sound and economical manner and shall maintain, preserve and keep the same, with appurtenances and every part and parcel thereof, properly or cause the same to be so maintained, preserved and kept, in good repair, working order and condition, and will from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the waterworks may be properly and advantageously conducted.

Covenant 3. Sale or Encumbrances. The works and properties of the District shall not be sold or leased or otherwise disposed of as a whole, or substantially as a whole, unless such sale, lease or other disposition be so arranged as to provide for a continuance of payments into the Bond Fund at least sufficient in amount to provide the sums required for such Fund under the terms of this Resolution, and unless sold or leased in such manner that the District shall operate its works and properties continuously.

Covenant 4. Insurance. The District shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to works and properties of like character against loss of or damage to such works or properties and against public or other liability to the extent reasonably necessary to protect the interest of the District and the registered owners of the Bonds. If any useful part of the works and properties of the District shall be damaged or destroyed, the District shall repair or replace the damaged works or properties so as to restore the same to use. The proceeds of any insurance policies covering any such loss or damage shall be payable to the District, and shall be applied to the District's reasonable and necessary reconstruction costs and, to the extent not so applied, shall be paid into the Revenue Fund and used in the same manner as other moneys in said fund.

Covenant 5. Records and Accounts. The District will keep proper books of record and account, in accordance with sound accounting practice, in which complete and correct entries shall be made of its works and properties and the revenues received therefrom; which, together with all other books, papers and properties of the District shall at all times be subject to the reasonable inspection of the registered owner or owners of not less than ten percent (10%) in principal amount of the Bonds then outstanding or their representatives duly authorized

in writing. The District will cause its books and accounts to be audited annually by an independent certified public accountant and will make available for inspection by the registered owners of such Bonds, at the office of the Treasurer in Las Vegas, Nevada, a copy of the report of such accountant, and will also, upon payment of a reasonable charge furnish a copy thereof upon request to the registered owner of any Bond.

Covenant 6. No Free Service. No water or other service from the works or properties of the District may be furnished or rendered by the District to any city, town, county, public corporation or political subdivision of the State free, nor shall any such service be rendered at lower rates than those charged other persons for similar services; provided, however, that water may be furnished for fire protection purposes to such cities, towns, counties, public corporations or political subdivisions at lower rates, but no such rate or rates shall be less than the cost of the service, including reasonable overhead. Buildings or other property of the District shall not be furnished free or at any rate or charge less than the reasonable rental thereof, and shall not be sold at less than the reasonable value thereof.

Covenant 7. Rates and Charges. Subject to the limitation that the rates and charges shall be reasonable, the Board shall from time to time fix and collect from all users thereof, rates and charges for the connection, service, facilities and water of the District which will be sufficient, after making allowances for contingencies and error in the estimates, to pay the following items of cost and expense in the order set forth, to wit:

- A. costs of operating and maintaining the works and properties of the District;
- B. the general expenses of the District;
- C. the principal and interest on all Superior Lien Obligations of the District as the same fall due, including any future obligations issued on a parity with such Superior Lien Obligations; and
- D. the principal and interest on all other bonds and other obligations of the District payable from the Net Pledged Revenues, including the Bonds and the payments required to be made into the Bond Fund;

and the rates and charges shall be so fixed that annually, after payment from revenues of the costs of operation and maintenance and the general expenses of the District, the remaining revenue before depreciation, amortization and interest chargeable to the income account, as shown by the

records of the District for the latest prior fiscal year with respect to which such records have been examined and reported upon by an independent accountant employed by the District shall be at least one (1) times the combined average annual debt service on all outstanding bonds, notes and other indebtedness payable out of Net Pledged Revenues.

Covenant 8. No General Tax Priorities. The District will not issue any obligations having a priority over the Bonds for payment of principal and interest from General Taxes.

Covenant 9. Tax Covenant. The District covenants for the benefit of the registered owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the District or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Tax Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the District in fulfilling the above covenant under the Tax Code have been met. The District makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the “adjusted financial statement income” of “applicable corporations” (as defined in Sections 56A and 59(k), respectively, of the Tax Code).

Covenant 10. Qualified Swap Covenant.

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

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

C. Any Qualified Swap entered into by the District will contain a provision requiring the Qualified Swap Provider to (i) maintain at least an “A” rating from S&P Global Ratings on its senior long-term debt obligations, or on the senior long-term debt obligations of the financial institution that guarantees the District’s obligations under the Qualified Swap, or (ii) to collateralize its obligations under the Qualified Swap in a manner reasonably acceptable to Moody’s Investors Service and S&P Global Ratings.

SECTION 52. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the District has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the District shall have exercised or shall have obligated itself to exercise its prior redemption option. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the District and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this Section, “Federal Securities” shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owners of the Bonds at the addresses last shown on the registration records for the Bonds maintained by the Registrar.

SECTION 53. Remedies for Enforcement. In addition to all other remedies provided by law or in equity, any registered owner of a Bond of the District, including a trustee for such registered owners, shall have the right, subject to any contractual limitation binding upon such registered owners or trustee, and subject to the prior or superior rights of others:

A. By mandamus or other suit, action or proceedings, at law or in equity, to enforce his or her right against the District and the Board, including the right to require the District

and the Board to fix and collect rates and charges adequate to carry out any agreement as to, or pledge of, the revenues produced by such rates or charges, and to require the District and the Board to carry out any other covenants and agreements with the registered owners of the Bonds and to perform its and their duties pursuant to law.

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

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

D. By suit, action or proceeding in court exercising equitable jurisdiction to obtain the appointment of a receiver of the enterprise in which the District is engaged or any part or parts thereof, who may enter and take possession of such utility or any part or parts thereof, including all property, land, property rights, easements and other adjuncts of the utility, and such receiver may operate and maintain the same, and collect and receive all revenues thereafter arising therefrom in the same manner as the District itself might do, and shall deposit all such moneys in a separate account or accounts and apply the same in accordance with the obligations of the District as the court shall direct;

provided, however, no registered owner of a Bond, including a trustee for such registered owners, shall have the right to accelerate the principal of or interest on a Bond before its due date.

SECTION 54. Consents of Bondholders. No consent or notice to the registered owners of the Bonds is required for an amendment which cures any ambiguity, formal defect or omission herein, or which is not adverse to the Bondholders' interests. The consents of the registered owners of the Bonds provided for in Sections 54 to 62 inclusive hereof shall relate solely to the amendment, waiver or modification of covenants and provisions specified herein except as provided in Section 61 hereof. Any act relating to the amendment, waiver or modification of any of the said covenants or provisions consented to by the registered owners of the Bonds owning sixty six and two thirds percent (66 2/3%) in aggregate principal amount of outstanding Bonds, exclusive of Bonds, if any, owned by the District, shall be binding upon the registered owners of all of the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution or of the Bond Act, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after such consent relating to such specified matters has been given, no registered owner shall have any right or

interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Board or any officer of the District from taking any action pursuant thereto.

SECTION 55. Calling Bondholders' Meeting. If the Board shall desire to obtain any such consent described in Section 54 hereof, it shall duly adopt a resolution calling a meeting of the registered owners of the Bonds for the purpose of considering the action, the consent to which is desired.

SECTION 56. Notice of Meeting. Notice specifying the purpose, place, date and hour of such Bondholders' meeting shall be mailed by registered mail to each registered owner of the Bonds, such mailing to be not less than 60 days and not more than 90 days prior to the date fixed for the meeting. Such notice shall set forth the nature of the proposed action, consent to which is desired. The place, date and hour of holding such meeting and the date of mailing such notice shall be determined by the Board, in its discretion. The actual receipt by any registered owner of notice of any such meeting shall not be a condition precedent to the holding of such meeting and failure to receive such notice shall not affect the validity of the proceedings thereat. A certificate by the Secretary, approved by resolution of the Board, that the meeting has been called and that notice thereof has been given as herein provided shall be conclusive as against all parties and it shall not be open to any registered owner to show that he or she failed to receive notice of such meeting.

SECTION 57. Voting Qualifications. The person in whose name a Bond is registered shall be conclusively deemed the owner thereof for the purpose of voting.

SECTION 58. Issuer-Owned Bonds. The Board covenants that it will present at the meeting a certificate, signed and verified by the Registrar and by the Treasurer, stating the maturities of all Bonds owned by, or held for account of, the District, directly or indirectly. No person shall be permitted at the meeting to vote or consent with respect to any Bond appearing upon such a certificate, or any Bond which it shall be established at or prior to the meeting is owned by the District, directly or indirectly, and no such Bond (in this Resolution referred to as a "issuer owned Bond") shall be counted in determining whether a quorum is present at the meeting.

SECTION 59. Quorum and Procedure. A representation of at least sixty six and two thirds percent (66 2/3%) in aggregate principal amount of the Bonds then outstanding (exclusive of issuer owned Bonds) shall be necessary to constitute a quorum at any meeting of the registered owners, but less than a quorum may adjourn the meeting, from time to time, and the

meeting may be held as so adjourned without further notice, whether such adjournment shall have been had by a quorum or by less than a quorum. The Board shall, by an instrument in writing, appoint a temporary chairman of the meeting, and the meeting shall be organized by the election of a permanent chairman and a secretary. At any meeting each registered owner shall be entitled to one vote for every \$5,000 principal amount of Bonds with respect to which he or she shall be entitled to vote as aforesaid, and such vote may be given in person or by proxy duly appointed by an instrument in writing presented at the meeting. The Board, by its duly authorized representative, may attend any meeting of the registered owners, but shall not be required to do so.

SECTION 60. Vote Required. At any such meeting held as aforesaid there shall be submitted for the consideration and action of the registered owners a statement of proposed action, consent to which is desired, and if such action shall be consented and approved by registered owners holding at least sixty six and two thirds percent (66 2/3%) in aggregate amount of the Bonds then outstanding (exclusive of issuer owned Bonds) the chairman and the secretary of the meeting shall so certify in writing to the Board, and such certificate shall constitute complete evidence of consent of the registered owners under the provisions of this Resolution. A certificate signed and verified by the chairman and the secretary of any such meeting shall be conclusive evidence and the only competent evidence of matters stated in such certificate relating to proceedings taken at such meeting.

SECTION 61. Amendments. This Resolution may be amended by the Board:

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

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

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

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

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

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

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

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

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

SECTION 62. Consent of All Owners. Notwithstanding anything contained in the foregoing provisions hereof, the terms and the provisions of this Resolution or of any instrument amendatory hereof or supplemental hereto and the rights and the obligations of the District and of the registered owners of the Bonds hereunder may be modified or amended in any respect upon the adoption by the District and upon the filing with the Secretary of an instrument to that effect and with the consent of the registered owners of all the then outstanding Bonds.

SECTION 63. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Board shall reasonably determine that the Registrar or Paying Agent has become incapable of performing its duties hereunder, or that it is in the best interests of the District to replace the Paying Agent or Registrar, the Board may, upon notice mailed to each registered owner of the Bonds at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the District shall have the right to have the same institution serve as both Registrar and Paying Agent.

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

SECTION 64. Delegated Powers. The officers of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

- A. The printing of the Bonds, including a statement of insurance, if applicable;
- B. The manual or electronic execution of such certificates as may be reasonably required by the purchaser of the Bonds, relating, inter alia to
 - (1) the signing of the Bonds,
 - (2) the tenure and identity the officials of the District,
 - (3) the assessed valuation of the taxable property in and the indebtedness of the District,
 - (4) the exemption of interest on the Bonds from federal income taxation,
 - (5) the delivery of the Bonds (including the DTC Letter of Representations) and the receipt of the Bond purchase price, and
 - (6) if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds;
- C. The assembly and dissemination of financial and other information concerning the District and the Bonds, including, but not limited to, the deeming final of the Preliminary Official Statement and the execution of the final Official Statement; and
- D. The manual or electronic execution of any documentation required to accept the best bid for the Bonds; and
- E. The completion and manual or electronic execution of the Continuing Disclosure Certificate and any agreement between the District and the Paying Agent, and any agreement between the District and any insurer of the Bonds.

SECTION 65. Continuing Disclosure Undertaking. The District covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the District (the “Continuing Disclosure Certificate”), to be executed by the General Manager or the Chief Financial Officer and delivered in connection with the delivery of the Bonds.

SECTION 66. Resolution Irrepealable. After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the District and the registered owners of the Bonds and shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 67. Repealer. All resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, bylaw or order, or part hereof, heretofore repealed.

SECTION 68. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 69. Effective Date. This Resolution shall be effective upon its adoption and approval by the Board.

INTRODUCED, ADOPTED AND APPROVED on this September 5, 2023.

[DISTRICT SEAL]

Attest:

John J. Entsminger, Secretary
Las Vegas Valley Water District

Marilyn K. Kirkpatrick, President
Las Vegas Valley Water District

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution designated in Section 1 thereof by the short title “2023A LVVWD Water Bond Resolution” adopted by the Board of Directors of the District (the “Board”) on September 5, 2023.

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

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

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

Those Voting Nay: _____

Those Abstaining: _____

Those Absent: _____

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

5. Public notice of the meeting was given and the meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of the meeting and excerpt from the agenda the meeting relating to the resolution, as posted at least 3 working days in advance of the meeting on the District’s website, the State of Nevada’s official website and at the Board’s office are attached as Exhibit A.

6. A copy of the notice was transmitted by mail or electronic mail to each person, if any, who has requested notice of the meetings of the Board. Such notice, if mailed, was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this September 5, 2023.

John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)

**BIG BEND WATER DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM
September 5, 2023**

Subject:

Resolution to Submit Grant Proposal

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Trustees approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program, and if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.

Fiscal Impact:

If the grant proposal is awarded, the Big Bend Water District will receive funds from the Nevada Department of Conservation and Natural Resources in the amount of \$12,000,000.

Background:

Since 2008, the Las Vegas Valley Water District has operated the Big Bend Water District (BBWD), which provides water service to the residents and businesses in the town of Laughlin. Since that time, the community has maintained its existing levels of water storage. Water storage is an important component to any water system; it provides for operating requirements, ensures there is sufficient water available to meet customer demands, and provides operational flexibility in the event portions of the system need to be taken offline to make repairs. Water system storage also includes sufficient supplies for emergencies – enough water must remain in the system to maintain water service and pressure during emergency outages or fire events.

Additional storage is needed for the town of Laughlin to maintain water service and prevent outages for a longer period of time. While the town of Laughlin is currently sustaining operations without outages, the Nevada Administrative Code requires more storage for a new community of the same size. Adding new storage tanks is extremely costly and federal or state investment is critical to funding this type of infrastructure for a community like Laughlin.

On October 20, 2022, the Nevada Legislature's Interim Finance Committee approved the allocation of federal American Rescue Plan Act funding in the amount of \$100 million to the Nevada Department of Conservation and Natural Resources (DCNR) to create the Nevada Water Conservation and Infrastructure Initiative (NWCII). The NWCII provides funding to water and wastewater projects with the objective of reducing water demands across the state, as well as supporting investments to repair and replace aging water and wastewater infrastructure. In July 2023, the DCNR began accepting applications for NWCII funding.

The BBWD is requesting \$12,000,000 to construct a new storage tank on behalf of the community. A resolution adopted by the Board of Trustees is required for funding eligibility. If approved, the attached Resolution authorizes the General Manager, or his designee, to enter into any future funding agreements if funding is awarded.

This resolution is being entered into pursuant to NRS 277.180, Sections 19.1 and 1.17 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947, and the 2008 Big Bend Water District Agreement. The office of the General Counsel has reviewed and approved the resolution.

JJE:CNP:AMB:KH:RE
Attachments: Resolution

AGENDA
ITEM #

8

RESOLUTION IN SUPPORT OF APPLICATION FOR WATER STORAGE PROJECT GRANT FUNDING TO
THE NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

WHEREAS, the Nevada Department of Conservation and Natural Resources is soliciting proposals and may provide financial assistance to water districts, and other eligible organizations through the Nevada Water Conservation and Infrastructure Initiative (NWCII) grant program to implement projects that will support clean water and drinking water infrastructure improvements; and

WHEREAS, the NWCII grant program specifically allows for project proposals for drinking water storage capacity enhancements; and

WHEREAS, the Big Bend Water District has identified the need for additional drinking water storage beyond the system's current 6 million-gallon capacity; and

WHEREAS, the Big Bend Water District will benefit significantly from financial assistance to support the development of increased drinking water storage capacity; and

WHEREAS, the Las Vegas Valley Water District operates and maintains Big Bend Water District facilities and has been designated to serve as an agent for the Big Bend Water District since 2008.

NOW, THEREFORE, BE IT RESOLVED that the Big Bend Water District Board of Trustees agrees, authorizes, and verifies:

1. That, if awarded, the Las Vegas Valley Water District General Manager, John J. Entsminger, has the authority to enter into an assistance agreement or similar agreement on behalf of the Big Bend Water District with the Nevada Department of Conservation and Natural Resources for grant program funding.
2. That the District's application requesting \$12,000,000.00 to support its proposed project, Big Bend Water Storage Expansion, has been reviewed and approved by appropriate staff, and the Board supports its submission to the Nevada Water Conservation and Infrastructure Initiative grant program.
3. That, if awarded, the Board will work with both the Las Vegas Valley Water District and the Nevada Department of Conservation and Natural Resources to meet established deadlines for entering into a grant or assistance agreement or other similar type of agreement.

Introduced and passed this 5th day of September 2023.

Attest:

Big Bend Water District

John J. Entsminger, Secretary

Michael Naft, Chair

 *for*

Gregory J. Walch, General Counsel

**KYLE CANYON WATER DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM
September 5, 2023**

Subject:

Resolution to Submit Grant Proposal

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Trustees approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Nevada Water Conservation and Infrastructure Initiative grant program, and if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.

Fiscal Impact:

If the grant proposal is awarded, the Kyle Canyon Water District will receive funds from the Nevada Department of Conservation and Natural Resources in the amount of \$750,000.

Background:

Since 1974, the Las Vegas Valley Water District has been operating the Kyle Canyon Water District (KCWD). The water system includes four wells that supply drinking water to the residents and businesses within Kyle Canyon. This includes the Rainbow Well, which primarily serves water to the Rainbow area of the community. The location and condition of the well's existing discharge pipeline, the pipeline that connects the well to its customers, is aging and degraded. The 6-inch discharge line travels through a steep wash that has experienced severe flooding, exposing a section of piping that is supported by steel cables anchored into the sides of the wash. Additionally, the vegetation and terrain in which the pipeline is located makes accessing the pipeline to make repairs difficult, costly, and hazardous.

On October 20, 2022, the Nevada Legislature's Interim Finance Committee approved the allocation of federal American Rescue Plan Act funding in the amount of \$100 million to the Nevada Department of Conservation and Natural Resources (DCNR) to create the Nevada Water Conservation and Infrastructure Initiative (NWCII). The NWCII provides funding to water and wastewater projects with the objective of reducing water demands across the state, as well as supporting investments to repair and replace aging water and wastewater infrastructure. In July 2023, the DCNR began accepting applications for NWCII funding.

The KCWD is requesting \$750,000 to reroute the existing Rainbow Well discharge pipeline. A resolution adopted by the Board of Trustees is required for submission. If approved, the attached Resolution authorizes the General Manager, or his designee, to enter into any future funding agreements if funding is awarded.

This resolution is being entered into pursuant to NRS 277.180, Sections 19.1 and 1.17 of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. and the 1974 Kyle Canyon Water District Agreement, as amended in 1999. The office of the General Counsel has reviewed and approved the resolution.

JJE:CNP:AMB:KH:RE
Attachments: Resolution

AGENDA
ITEM #

9

RESOLUTION IN SUPPORT OF APPLICATION FOR
RAINBOW DISCHARGE LINE PROJECT GRANT FUNDING
TO THE NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

WHEREAS, the Nevada Department of Conservation and Natural Resources is soliciting proposals and may provide financial assistance to water districts and other eligible organizations through the Nevada Water Conservation and Infrastructure Initiative (NWCII) grant program to implement projects that will support clean water and drinking water infrastructure improvements;

WHEREAS, the Kyle Canyon Water District has been maintained and operated by the Las Vegas Valley Water District through a contract with Clark County since 1974;

WHEREAS, the Kyle Canyon Water District has identified the need to replace the existing discharge pipeline connected to the Rainbow Well; and

WHEREAS, the Kyle Canyon Water District will benefit significantly from financial assistance to support the construction of a new discharge pipeline.

NOW, THEREFORE, BE IT RESOLVED that the Kyle Canyon Water District Board of Trustees agrees, authorizes, and verifies:

1. That, if awarded, the Las Vegas Valley Water District General Manager, John J. Entsminger, has the authority to enter into an assistance agreement or similar agreement on behalf of the Kyle Canyon Water District with the Nevada Department of Conservation and Natural Resources for grant program funding.
2. That the Las Vegas Valley Water District's application requesting \$750,000 to support its proposed project, Kyle Canyon Discharge Line Replacement, has been reviewed and approved by appropriate staff, and the Board supports its submission to the Nevada Water Conservation and Infrastructure Initiative grant program.
3. That, if awarded, Las Vegas Valley Water District staff, working on behalf of the Kyle Canyon Water District, will work with the Nevada Department of Conservation and Natural Resources to meet established deadlines for entering into a grant or assistance agreement or other similar type of agreement.


Introduced and passed this 5th day of September 2023.

Attest:

Kyle Canyon Water District

John J. Entsminger, Secretary

Ross Miller, Chair

 for

Gregory J. Walch, General Counsel

**KYLE CANYON WATER DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM
September 5, 2023**

Subject:

Status Update

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Trustees receive an update on impacts to the Kyle Canyon Water System sustained during recent flash flood events, including an update on the boil water order notice and repair timelines.

Fiscal Impact:

None by approval of the above recommendation.

Background:

On August 20, 2023, Tropical Storm Hilary passed through the Las Vegas Valley, bringing rainfall. The community of Mount Charleston received significant rainfall, up to 10 inches in some areas. As a result, the mountain community experienced significant flash flood events, flooding many buildings and sweeping out roadways and other means of access.

The Kyle Canyon Water District also sustained major impacts to its water system. The water system sustained significant damage, resulting in the loss of water pressure. To protect public health, the Las Vegas Valley Water District issued a boil water order for all Kyle Canyon customers on August 21.

Since that time, crews have been able to access the facilities and begin making repairs. The boil water order was lifted for the Rainbow community on August 27. As a result of the significant damage sustained by the flash flooding, portions of the water system remain out of service and are expected to remain out of service for some time.

This agenda item provides for a status update on the Kyle Canyon Water System, including its boil water order, operations update and repair timeline.

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