AGENDA

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

REGULAR MEETING
9:00 A.M. – DECEMBER 2, 2025

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

Board of Directors
Marilyn Kirkpatrick, President
Jim Gibson, Vice President
April Becker
Justin Jones
William McCurdy II
Michael Naft
Tick Segerblom

John J. Entsminger,
General Manager

Date Posted: November 24, 2025

The Las Vegas Valley Water District makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator (702) 258-3277 at least 24 hours prior to the meeting.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:

LAS VEGAS VALLEY WATER DISTRICT
1001 SOUTH VALLEY VIEW BOULEVARD
LAS VEGAS, NEVADA

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

All items listed on this agenda are for action by the Board of Directors, unless otherwise indicated. Items may be taken out of order. The Board of Directors may combine two or more agenda items for consideration, and/or may remove an item from the agenda or delay discussions relating to an item on the agenda at any time.

Visit our website at https://www.lvvwd.com/lvvwd-agendas or main office at 1001 S. Valley View Boulevard, Las Vegas, Nevada for Las Vegas Valley Water District agenda postings, copies of supporting material and approved minutes. To receive meeting information, including supporting material, contact the LVVWD Agenda Coordinator at (702) 258-3277 or agendas@lvvwd.com.

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on items listed on the agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. Public comment can also be provided in advance of the meeting and submitted to publiccomment@lvvwd.com. Public comment received through December 1, 2025, 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 joint meeting of November 4, 2025.

CONSENT AGENDA

Items 2 - 8 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 Stonehouse Drilling & Construction, LLC, for the drilling, construction, and development of a production well for an increase not to exceed $5,863.

3. *For Possible Action:* Approve and authorize the General Manager to sign Change Order No. 3 to the contract with Menichino Construction LLC for the installation of an emergency pipeline and pressure-reducing valves connecting two service zones for an increase not to exceed $42,352.

4. *For Possible Action:* Approve and authorize the General Manager to sign an amended and restated agreement between AtkinsRealis USA Inc., and the District to provide professional design engineering and construction support services for the South Boulevard 2745 Zone Reservoir, increasing the existing agreement by $745,866 and resulting in a total amount not to exceed $4,665,180**.**

5. *For Possible Action*: Approve and authorize the General Manager to sign an agreement between Kimley-Horn and Associates, Inc., and the District to provide professional design engineering and construction support services for the Las Vegas Boulevard Improvements, Phase III, for an amount not to exceed $1,471,800.

6. *For Possible Action*: Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a master sales agreement between Itron, Inc., and the District for the purchase, maintenance, and support of advanced metering infrastructure systems for a five-year term and five optional one-year renewal terms, for an amount not to exceed $6,000,000 for the first year and annual increases of up to 10 percent for each additional year of the agreement.

7. *For Possible Action*: Approve and authorize an increase in funding for the existing agreement between Talkdesk, Inc., and the District for the purchase of call center software licensing and services in an amount not to exceed $1,110,000 in the current contract year, $1,400,000 in the following contract year, and annual increases thereafter of up to 8 percent per year through December 26, 2030.

8. *For Possible Action*: Award a contract for the installation of 8-inch and 10-inch diameter pipelines and 23 residential pressure reducing valves to help mitigate low pressure issues to TAB Contractors, Inc., in the amount of $1,412,392, authorize a change order contingency not to exceed $140,000, and authorize the General Manager to sign the construction agreement.

BUSINESS AGENDA

9. *For Possible Action:* Approve and authorize the General Manager to sign an amendment to the existing agreement between The Howard Hughes Company, LLC, and the District for construction of the 4125 Zone South Reservoir.

10. *For Possible Action*: Award a contract to J. A. Tiberti Construction Company, Inc., for the construction of a buried concrete reservoir consisting of two basins, a disinfection and control building, and the installation of fiber optic cable to the reservoir from the pump station in the amount of $37,987,300, authorize a change order contingency not to exceed $1,500,000, and authorize the General Manager to sign the construction agreement.

11. *For Possible Action*: Adopt a resolution authorizing the payment and redemption of up to $29,105,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2015A.

12. *For Possible Action*: Adopt a resolution authorizing the payment and redemption of up to $35,725,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015B.

13. *For Possible Action*: Adopt a resolution authorizing the payment and redemption of up to $9,870,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015C.

14. *For Possible Action*: Adopt a resolution authorizing the payment and redemption of up to $19,370,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2018A.

15. *For Possible Action*: Adopt a resolution making a finding that no increase in an ad valorem tax is anticipated with respect to the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2016A, in the maximum aggregate principal amount of $383,410,000, and requesting the Clark County Debt Management Commission approve the finding.

16. *For Possible Action*: Adopt a resolution making a finding that no increase in an ad valorem tax is anticipated with respect to the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2016B, in the maximum aggregate principal amount of $68,620,000, and requesting the Clark County Debt Management Commission approve the finding.

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

17. *For Possible Action:* Conduct a Public Hearing to adopt increases to the Big Bend Water District's water rates and its System Development Approval Charge or take other action as appropriate.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Las Vegas Valley Water District. Please limit your comments to three minutes or less.

JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
AND BIG BEND WATER DISTRICT BOARD OF TRUSTEES
NOVEMBER 4, 2025
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 April Becker Justin Jones William McCurdy II Michael Naft
DIRECTORS ABSENT:	Tick Segerblom
STAFF PRESENT:	John Entsminger, Doa Ross, Ken Albright, Tabitha Simmons, Kevin Bethel, and Paul Johnson

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/lvvwd/index.cfml

Laura McSwain, representing the Water Fairness Coalition, commented on items #14 and #15 related to the Big Bend Water District (BBWD). She noted her concerns that a small community has only two tiered rates which are comparable to the top two-tiered rates for LVVWD customers, adding that no "livable rates" are provided. She stated that while no adverse business impact has been determined because of the proposed rate increase, these increases apply to residential customers too. She stated that a forensic audit is needed for the organization, citing the BBWD financial report as an example, as it is operating at a deficit of $3 million year over year.

Diane Henry, 7525 Coley Ave., commented on items #4, #5 and #13. She stated that it is premature to enter into contracts for water infrastructure while court challenges are ongoing with some of these organizations. She stated that while LVVWD has received awards for its financial reporting, its ratepayers are not provided with financial details and do not agree with many of the numbers that are reported. She spoke of the reported salaries and benefits, calling them inflated. She added that residents' quality of life is decreasing in the valley due to many of the organization's water policies and overreach.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the regular meeting of September 16, 2025. 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 President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Metro Substation & Park Project.

3. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Strong Future Career Connections Center Project.

4. Approve and authorize the General Manager to sign an interlocal agreement between the State of Nevada Public Works Division and the District for installation of water facilities for the Southern Nevada Forensic Facility Project.

5. Approve and authorize the General Manager to sign an interlocal agreement between the State of Nevada Public Works Division and the District for installation of water facilities for the Desert Regional Center Site Facilities Project.

6. **Approve a resolution authorizing the District to apply for a fully forgivable loan from the Nevada Division of Environmental Protection's State Revolving Fund Emerging Contaminants program requesting $1,532,523 to finance enhanced water treatment technology for up to 21 production and artificial recharge wells.**
7. **Authorize an increase in expenditures for the existing contract awarded to McCandless Truck Center, LLC, for the purchase of special build trucks from an annual amount not to exceed $950,000 to an annual amount not to exceed $1,300,000 and authorize future annual increases in an amount not to exceed 10 percent per renewal term.**
8. **Approve and authorize the General Manager, or designee, to acquire temporary construction and permanent easements that are necessary to construct, operate, and maintain District water facilities, for a fair market value not to exceed $340,491.**
9. **Adopt the Amended and Restated Las Vegas Valley Water District Investment Policy to govern the investment activities of the District.**
10. **Adopt a resolution that delegates administrative authority to the General Manager or his designee(s) to enter into private development agreements and ratifies previous actions taken in accordance therewith.**

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 Ernst & Young LLP and the District for pre-implementation services related to a new financial systems platform in an amount not to exceed $1,265,500.**

Mr. Entsminger stated that the current financial systems platform is nearing 30 years of age and needs to be updated for security and efficiency purposes. President Kirkpatrick asked how long it will take to fully implement. Kevin Bethel, LVVWD Finance, stated that current estimates are five to seven years for full implementation.

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

12. **Waive a minor bid irregularity and award a contract to SHF International LLC for updating a portion of the east administration building in the amount of $3,258,790, authorize a change order contingency amount not to exceed $320,000, and authorize the General Manager to sign the construction agreement.**

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

13. **Accept the Las Vegas Valley Water District's Annual Comprehensive Financial Report, including the corresponding Independent Auditors' Report on Financial Statements and Other Supplementary Information for the Fiscal Year ended June 30, 2025, and authorize its submission to the Nevada Department of Taxation.**

Mr. Bethel reported that the required auditor's communications report is included in the supporting documents and that it includes an unmodified, or clean, opinion. There were no reportable findings and no weaknesses. He added that a representative from Baker Tilly US, LLP is in attendance if there are any questions. President Kirkpatrick stated that she was in contact with the auditors as they were going through the auditing process.

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

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

14. Determine that proposed changes to the Big Bend Water District's water rates and its System Development Approval Charge are not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business; consider and approve the attached Business Impact Statement; and direct staff to set a public hearing for possible adoption of the proposed changes for December 2, 2025.

Mr. Entsminger stated that staff worked with the Laughlin Town Advisory Board (LTAB) and with community constituents to explore the most equitable way to move forward on a rate increase for that system, reminding the Board that the BBWD's budget has been operating at a deficit for a few years. He added that the LTAB supported the rate increase, and the community was not in support of residents funding infrastructure expansion for development. Chair Naft stated that this was one of the most thoughtful and transparent processes that he has been part of, that many hours were spent on this, and that it was not just a one-way conversation.

FINAL ACTION: A motion was made by Chair Naft to approve the Business Impact Statement and set a public hearing for possible rate adoption for December 2, 2025. The motion was approved.

15. 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, 2025, and authorize its submission to the Nevada Department of Taxation.

Mr. Bethel stated that it was a clean audit with no findings or weaknesses. He added that the auditor's required communications were included in the supporting documents. Chair Naft added that he too was in contact with the auditors as they were going through the auditing process.

FINAL ACTION: A motion was made by Chair Naft to accept the BBWD's Annual Financial Report. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Laura McSwain spoke on item #6, which called for the approval to accept a grant from NDEP to pay for enhanced water treatment technology for up to 21 wells. She questioned why an item of this significance was on the consent agenda. She added that the community has a right to understand the full value of the District's well capacity, and their functionality and safety status. She also spoke on item #10, which resolved to expand administrative authority to the General Manager to enter into private development agreements. She questioned how such an action can benefit the community where transparency is already lacking. She added that, hopefully, a new financial systems platform will allow the Board and the community to see more of the organization's financial data. Lastly, she asked to what extent the financial records of the LVVWD are audited. Her written comments are attached to these minutes.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:25 a.m.

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

Public comment received for the 11/4/25 LVVWD Board of Directors meeting

November 4, 2025

LVVWD – Public Comment

Regarding: Consent Agenda items 6 and 10, Business Agenda items 11, 13, 14, 15

The referenced agenda items reflect items that specifically call out for a full forensic audit of the LVVWD.

Item 6 calls for the approval to accept a grant from NDEP to pay for "enhanced water treatment technology for up to 21 production and artificial recharge wells." The item's background indicates that an additional 58,000,000 gallons of potable water per day would be able to be returned to the District's distribution system. How is an item of this significance on the consent agenda? That amount of potable water represents almost 65,000 Acre Feet of water to the community, over 20% of our Lake Mead allocation. And these are wells that have been out of service for how long due to Legionella that may be present? Further, your 2025 Water Quality Report makes no mention of problems with well water, in fact it states that wells are not tested, that water is merely chlorinated prior to it being introduced into the system. With the river of money that flows through this agency, it is astounding that just over $1.5 million dollars has been standing in the way of that amount of water and that it has been allowed to go untreated. The community has a right to understand the full value of the district's well capacity, and the functionality and safety status of each well.

Item 10, another consent item, resolves to expand administrative authority to the General Manager to enter into private development agreements. How can this possibly benefit the community where transparency is already lacking? Providing a specific example for the record of why this is necessary should be provided and define such things as "Various standard agreements", "facilities necessary to serve new private development," and how this "ensures consistency with District operational and engineering standards," would be appropriate. Merely providing the document that extends this authority is not; appropriate.

Item 11 on the Business Agenda, a funds request for pre-implementation services related to a new financial systems platform in the amount of $1,265,000 will hopefully allow the board and the community to have the ability to follow a dollar through this agency.

Item 13 is the presentation of the LVVWD's Annual comprehensive Financial Report to the Board of Directors. The question continues to be to what extent the records of the LVVWD are "audited." After commitments made last year by Jim Gibson, Marilyn Kirkpatrick, and John Entsminger that details of revenues and expenses related to these penalties in addition to details of the Spring's Preserve operations would be provided at regular meetings; we are still waiting. The financial statements also fail to offer any insight. As an example, the Springs Preserve's revenue is identified on the Enterprise Fund

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Statement, but related expenses are not listed. And it was only a matter of time before the Excessive Use Charge penalties would be eliminated as a Revenue line item. Some information is buried in the notes, but that hardly creates the accountability being requested.

Item #14 is a BIS review and request for the approval of increased water rates to Big Bend (~~Logandale~~ LAUGHLIN residents) . Most troubling is that a small community of less than 9,000 residents only has two tiered rates which are comparable to the top two tiered rates for Las Vegas Valley customers at $4.70 and 5.91 respectively. No "livable rates are provided. What is being requested is for those two rates to be increased by 7.1% annually beginning in 2026 at $5.15 and $6.48 respectively. Of course, it has been determined that there will be no adverse business impact, however these rates apply to residential customers.

Item #15 covers Big Bend Water District's financial report. Looking at Budgets VS actual outcomes calls into question how expenditures are being accounted for. Salaries and benefits dramatically decreased while operations and maintenance increased. For a small utility operator to be expected to absorb the exorbitant salaries and unaudited expenditures is a burden that makes it no wonder its operating loss of over $3,000,000 year over year.

It has been brought to the WFC's attention that a needed water storage tank with an available location and pad could be built for under $300,000, yet the LVVWD expects to charge $950,000 for the design, engineering and site plan. the district employees drive 3 ton Diesel trucks on a 4 hour total commute there and back for one meter repair.

Again, a full forensic audit is required. The LVVVWD's operations in Laughlin would be a good place to start.

Respectfully,

THE WATER FAIRNESS COALITION, INC

Laura McSwain, President

2727 Ashby Ave Las Vegas, NV 89102 702-596-4748

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

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 Stonehouse Drilling & Construction, LLC, for the drilling, construction, and development of a production well for an increase not to exceed $5,863.

Fiscal Impact:
The requested $5,863 is available in the District's Capital Budget.

Background:
On November 5, 2024, the Board of Directors awarded Commitment No. 010680 (3565L), Drill and Develop Well 125 – Fort Apache Reservoir (Contract) in the amount of $1,823,000 to Stonehouse Drilling & Construction LLC (Stonehouse). The Contract is for borehole drilling, construction, and development of one, nominal 20-inch diameter production well to a depth of approximately 1,200 feet utilizing reverse circulation drilling methods, located as generally shown on Attachment A. The Board further authorized a change order contingency of $180,000 to be used in accordance with Resolution No. 9-97.

To date, two change orders have been issued in accordance with Resolution No. 9-97 for a total increase of $176,460 and a 210-day extension to the substantial and final completion dates. These change orders were to incorporate federal funding requirements and to adjust quantities that differed from the estimated amounts. Change Order No. 3 increases the contract price to account for final quantities that exceed the contingency amount.

If approved, Change Order No. 3 will increase the Contract price by an additional $5,863, resulting in a total Contract amount of $2,005,323. Change Order No. 3 requires Board approval as the increase to the contract price exceeds the authority of the General Manager granted under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

JJE:DJR:PJJ:SO:TS:MJL:evw
Attachments: Attachment A, Disclosure, Agreement

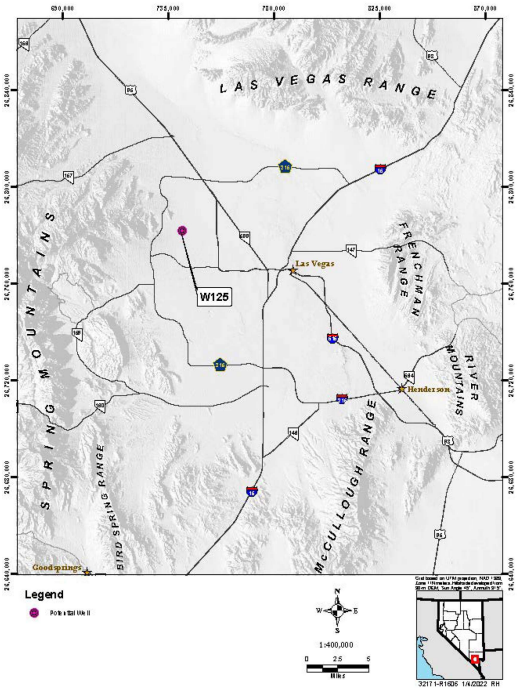
AGENDA ITEM # **2**

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3565L_010680
DRILL AND DEVELOP WELL 125 – FORT APACHE RESERVOIR

W125 Site Map

Overview Map



SHEET 1 OF 1 **ATTACHMENT A**

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 EntityName:	Stonehouse Drilling & Construction LLC
Doing Business As:	
Street Address:	805 Bennie Lane
City, State, and Zip Code	Reno, NV 89512
Website:	www.shdrilling.com
Contact Name:	Jessica Haywood
Contact Email:	jhaywood@shdrilling.com
Telephone No:	(775) 432-2900
Fax 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):

Subsidiary company, we are owned by AlpineX II Parent Holdings LLC

Listed Disclosures Below *(additional supplemental information may be attached, if necessary):*

Additional Supplemental Information to be Attached? **No**

Number of Board members/Officers?

Number of Owners?

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sean Offner	CEO AlpineX	0
Brent Petring	President of Stonehouse Drilling	0
Bret Tompkins	CEO of Stonehouse	0

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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:	Jessica HaywoodBrent Petring
Signer Title:	Office ManagerPresident
Signer Email:	jhaywood@shdrilling.combpetring@shdrilling.com
Signed Date:	10/14/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

Ono Siou Matsura, Shannon	Ono Siou Matsura, Shannon Construction Division Mgr	10/14/2025
Signature	Print Name/Title	Date

LAS VEGAS VALLEY WATER DISTRICT™

Commitment Number: 010680, 010680 - Stonehouse Drilling & Construction, LLC. - Construction - Large Construction Project Commitment Change Order:#3

Contractor

Contractor: Stonehouse Drilling & Construction, LLC.

Company Address: 805 Bennie Lane
Reno, NV 89512

CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 14	Furnish all labor, equipment, material, and services to add 335 feet of 3" Gravel Feed Tube - 3" Mild Steel through the cement plug. The unit price shall be established at $17.50 per VF	5862.50

Total Change Amount	$5,862.50
Total Contract Duration Change (Days)	0

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. 010680 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By: **Date:**

AUTHORIZED BY OWNER:

By: _____ **Date:** _____

Attachments:

Prepared By: Langen, Michael

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

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 Menichino Construction LLC for the installation of an emergency pipeline and pressure-reducing valves connecting two service zones for an increase not to exceed $42,352.

Fiscal Impact:
The requested $42,352 is available in the District's Capital Budget.

Background:
On January 21, 2025, the Board of Directors awarded Commitment No. 010183 (2335L), 2150 Zone & Christy Lane Emergency Pressure Reducing Valves (Contract), in the amount of $1,795,325 to Menichino Construction LLC. The Contract is for the installation of 1,950 feet of 8-inch and 12-inch diameter pipeline and two Pressure Reducing Valves to provide an emergency connection between the City of North Las Vegas 2260 Pressure Zone and the District 2150 Pressure Zone, located as generally shown on Attachment A. The Board further authorized a change order contingency of $170,000 to be used in accordance with Resolution No. 9-97.

To date, two change orders have been issued in accordance with Resolution No. 9-97 for an increase of $167,082 with no extension to the contract time. The change orders addressed a change in work times to reroute piping around existing utilities and to account for traffic during the afternoon pick-up times for a school in the work area. Change Order No. 3 reroutes piping to avoid conflict with a sewer line.

If approved, Change Order No. 3 will increase the Contract price by an additional $42,352 resulting in a total Contract amount of $2,004,759. Change Order No. 3 requires Board approval as the increase to the contract price exceeds the authority of the General Manager granted under the provisions of Resolution No. 2006-02 and Resolution No. 9-97.

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

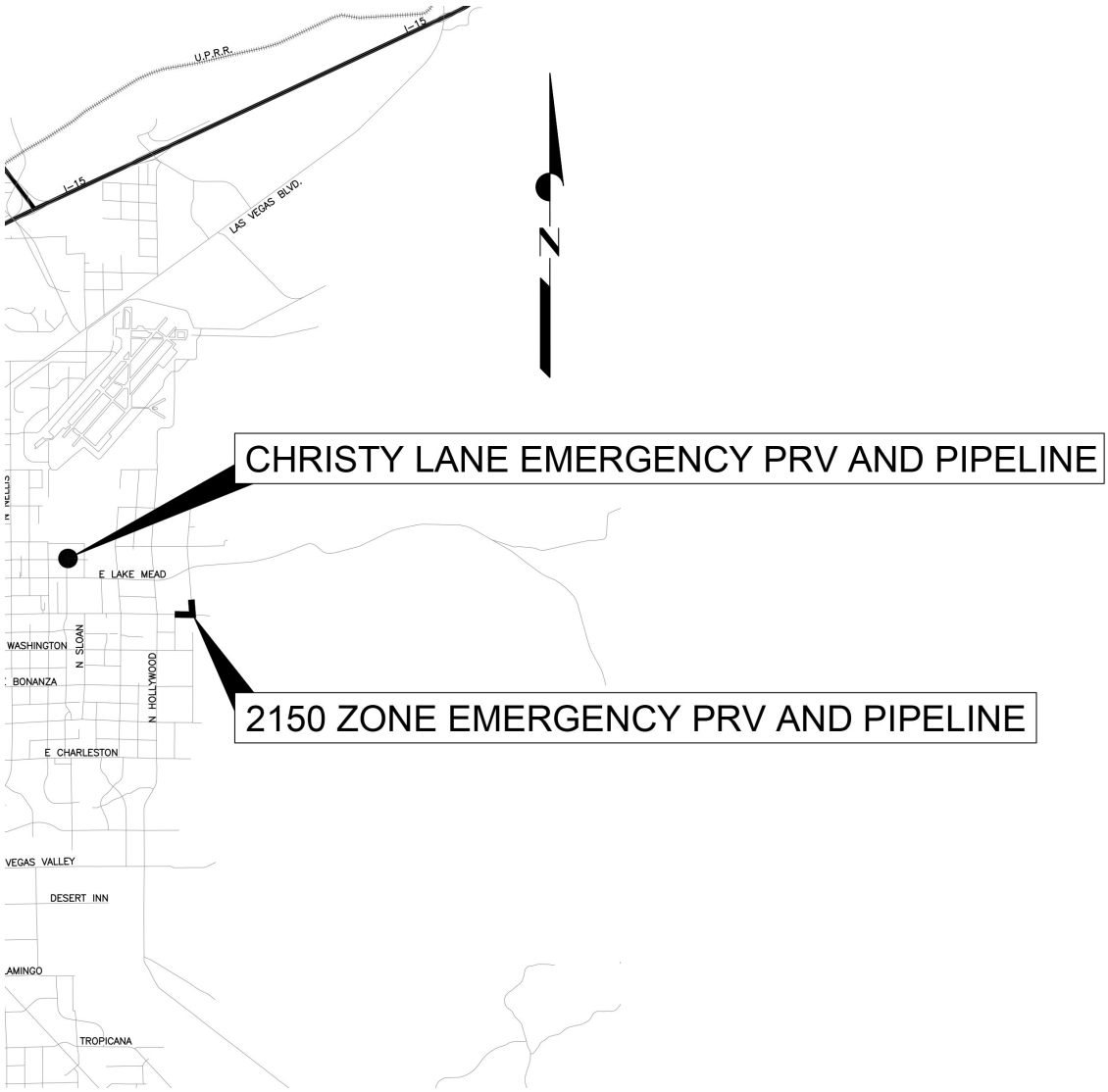
JJE:DJR:PJJ:SO:TS:MJL:evw
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **3**

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 2335L_010183

2150 ZONE & CHRISTY LANE EMERGENCY PRVS



SHEET 1 OF 1 **ATTACHMENT A**

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:	48
Corporate/Business EntityName:	Menichino Construction
Doing Business As:	
Street Address:	3001 Savella Ave
City, State, and Zip Code	Henderson, NV 89044
Website:	menichinoconstruction.com
Contact Name:	Vince Menichino
Contact Email:	vince.menichino@menichinoconstruction.com
Telephone No:	(702) 370-3319
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax 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? **No**
Number of Board members/Officers?
Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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:	Vince Menichino
Signer Title:	President
Signer Email:	vince.menichino@menichinoconstruction.com
Signed Date:	10/21/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

	Ono Siou Matsura, Shannon	
Ono Siou Matsura, Shannon	Construction Division Mgr	10/21/2025
Signature	Print Name/Title	Date

LAS VEGAS VALLEY WATER DISTRICT™

Commitment Number: 010183, 010183 - MENICHINO CONSTRUCTION LLC - Large Construction Contract

Construction Project Commitment Change Order:#3

Contractor

Contractor: MENICHINO CONSTRUCTION LLC

Company Address: 3001 Savella Ave
Henderson, NV 89044

CPCO Item Details

CPCO No	Change Description	Change Amount
CPCO - 5	Furnish all labor, equipment, materials, and services to install (4) 12-inch 45 degree DIP fittings, 40 lf of pipe casing, and end seals to lower the 12-inch DIP waterline beneath the existing 8-inch sanitary sewer line in Los Feliz Street as directed in the response to RFI #06. The substantial and final completion dates are unchanged by this change order item and remain September 10, 2025 and October 10, 2025 respectively.	42351.34

Total Change Amount	$42,351.34
Total Contract Duration Change (Days)	0

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. 010183 remain unchanged.

ACCEPTANCE BY CONTRACTOR

By: **Date:** _____

AUTHORIZED BY OWNER:

By: _____ **Date:** _____

Attachments:

Prepared By: Langen, Michael

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: Amended and Restated Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an amended and restated agreement between AtkinsRealis USA Inc., and the District to provide professional design engineering and construction support services for the South Boulevard 2745 Zone Reservoir, increasing the existing agreement by $745,866 and resulting in a total amount not to exceed $4,665,180**.**

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 March 21, 2023, the Board of Directors approved an agreement between AtkinsRealis USA Inc. (AtkinsRealis) and the District (2023 Agreement) for engineering design services associated with Project No. 3288L (Project) South Boulevard 2745 Zone Reservoir and 2975 Zone Pumping Station, as generally shown in Attachment A.

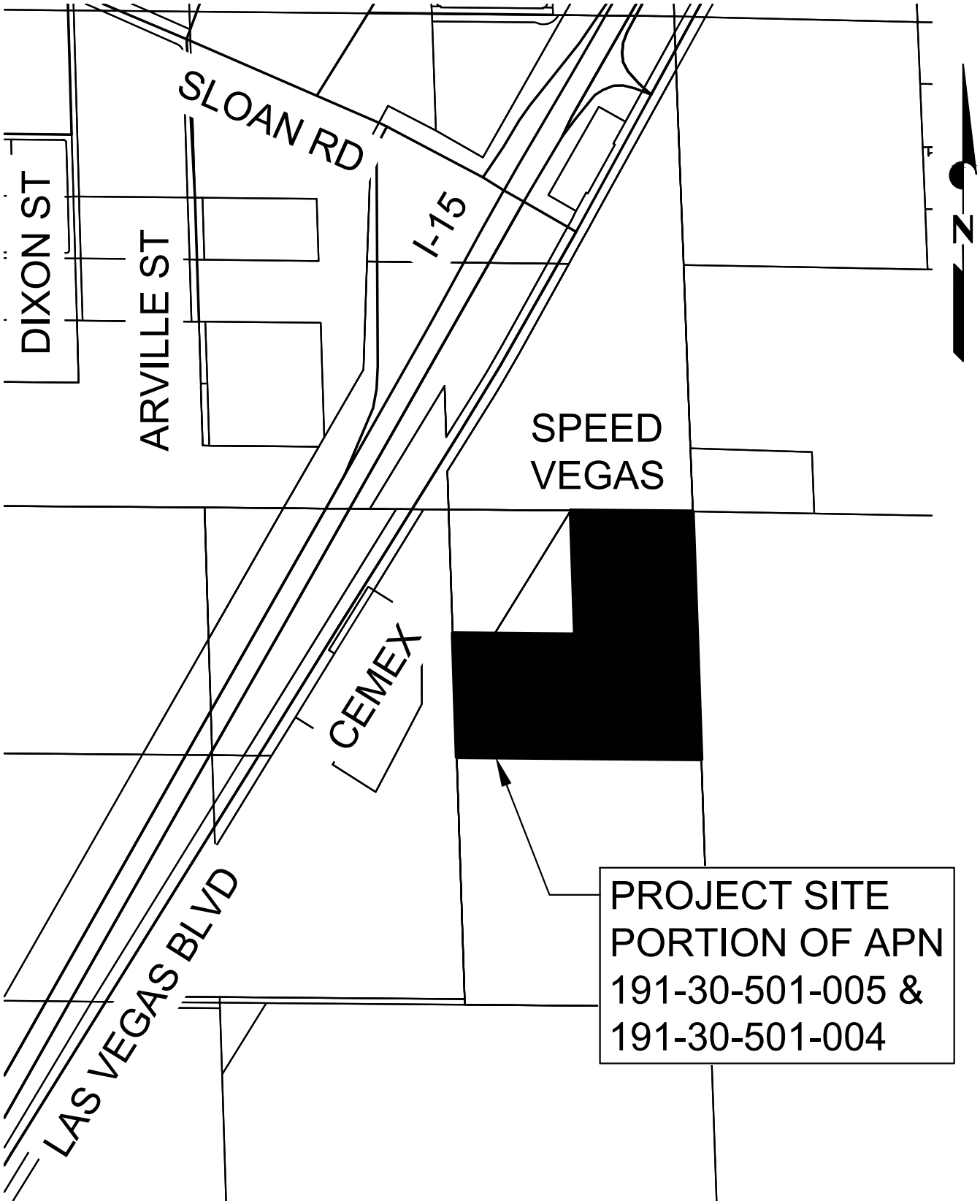
On January 21, 2025, the Board approved Amendment No. 1 to the 2023 Agreement due to a change in the scope of the Project, and at that time the Project became known as the South Boulevard 2745 Zone Reservoir. After approval of Amendment No.1, the District determined that additional adjustments to the scope and fees of the 2023 Agreement are necessary due to complications associated with site drainage and perimeter walls for the Project.

If approved, the attached Amended and Restated Agreement (A&R Agreement) includes the terms and conditions for adding the additional scope and fee for design services associated with the Project. Costs associated with this A&R Agreement will result in a net increase of $745,866, changing the total amount from $3,919,314 to a total amount not to exceed $4,665,180.

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

JJE:DJR:PJJ:RCP:kd
Attachments: Attachment, Disclosure, Agreement

AGENDA ITEM # 4



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL ROUTE MAP

NOT TO SCALE	DRAWN BY: LVVWD EDITED BY: LVVWD ENGINEER: LVVWD	SOUTH BOULEVARD 2745. 2860 & 2975 ZONE WATER FACILITIES	PROJECT 3288L, 3289L, 3347L PAGE 1 OF 1

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Publicly Traded Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	114
Corporate/Business EntityName:	AtkinsRealis USA Inc.
Doing Business As:	
Street Address:	2360 Corporate Circle, Suite 300
City, State, and Zip Code	Henderson, Nevada 89074
Website:	
Contact Name:	Matthew S. Baird
Contact Email:	matt.baird@atkinsrealis.com
Telephone No:	(702) 990-7432
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax 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?	**Yes**
Number of Board members/Officers?	**29**
Number of Owners?	

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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 S. Baird
Signer Title:	Vice President
Signer Email:	matt.baird@atkinsrealis.com
Signed Date:	11/4/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

	Dilts, Keri	
Dilts, Keri	Secretary	11/4/2025
Signature	Print Name/Title	Date

ATKINSREALIS USA INC.

FY 2025 DIRECTORS AND OFFICERS

Board of Directors

Stephen J. Morriss

Kamla Alexander

Olivier D'Ambra

Office Title, Officer Names and Office

President/Chief Executive Officer – Stephen J. Morriss, CA

Sen. V.P./Chief Financial Officer/Treasurer – Olivier D'Ambra, TPA

Sen. V.P./Regional General Counsel/Secretary – Kamla Alexander, ATL

Sen. V.P. – W. Bradley Dennard, ATL

Sen.V.P. – Justin P. Jones, PHX

Sen. V.P. – Jonathan Marshall, MINN

Sen. V.P., Human Resources – Courtney Reid, DEN

Sen. V.P. – Shailen Bhatt, MI

V.P. – Carlos J. Arboleda-Osorio, MIA

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

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

V.P. – P. Michael DePue, II, MAD

V.P. /**Assistant Secretary** – David Lund, Jr.

V.P. – Gene Niemasz, DEN

V.P. – Shayne M. Paynter, TPA

V.P. – Roger A. Phillipi, RENO

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

V.P. – Taylor P. Wright, ATL

Assoc. V.P. – Alexander Camps, MIA (ARCHITECTURE, FL)

Assoc. V.P. – Jose L. Castellanos, TPA (Architecture, FL)

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

Assoc. V.P. – Franklin J. Kaye, ALEX (ARCHITECTURE, MD)

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

Assoc. V.P. – Desiderio "Desi" Maldonado, TAL (ENGINEERING, US VI)

Project Officer – Harry Belton, FL

Project Officer – Linda Potter, AZ

Projects Officer – Lucas Reed, OK

Projects Officer – Douglas Whitney Deans, MIA

Qualifying Broker - Jacqueline Kinker, NC

AMENDED AND RESTATED AGREEMENT

TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between AtkinsRéalis USA Inc., hereinafter called "CONSULTANT," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." CONSULTANT and DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "DISTRICT" also refers to staff of DISTRICT acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, the Parties entered into the original Agreement with an Effective Date of March 27, 2023. Through which the CONSTULTANT would provide DISTRICT professional services associated with the design of District Project No. 3288L - South Boulevard 2745 Zone Reservoir,

WHEREAS, the Parties executed Amendment No. 1 to the Agreement on March 19, 2025, to amend the scope of work under the Agreement;

WHEREAS, the Parties executed Amendment No. 2 to the Agreement on August 6, 2025, to further amend the scope of work under the Agreement;

WHEREAS, the Parties wish to amend and restate the Agreement to Amend the scope work and the fee under the agreement.

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

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

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

1) <u>SCOPE OF WORK:</u>

   a) The CONSULTANT shall provide any requested services, hereinafter referred to as "Work," as described and within the time indicated in Exhibit A, which is attached herewith and made a part of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.

   b) All Work performed shall be subject to the cost ceiling contained in "Limitation on Costs" hereof and subject to the DISTRICT's directions respecting priorities. The CONSULTANT will furnish all professional services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement.

   c) All of the Work shall be performed by the CONSULTANT or a subcontractor, subconsultant, or supplier ("Subcontractor") approved by the DISTRICT. The CONSULTANT shall submit to the DISTRICT all information necessary for the DISTRICT to review and approve the Subcontractor. The DISTRICT reserves the right to reject any proposed Subcontractor at its sole discretion.

   d) During performance of the Work under this Agreement, the CONSULTANT shall notify the DISTRICT of any Work deemed to be outside of the Scope of Work within seven (7) calendar days. The CONSULTANT shall not perform any Work outside of the Scope of Work without:

      i) For single project-based Scope of Work, an executed written amendment to this Agreement; and

ii) For a task order-based Scope of Work, an executed written amendment to the task order at issue.

Should the CONSULTANT proceed with any Work outside the Scope of Work without an executed written amendment, the CONSULTANT shall not be entitled to any additional payment for such Work.

e) In performing the Work under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Work to be performed hereunder.

f) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Work assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2) PERIOD OF PERFORMANCE:

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

3) COMPENSATION:

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

b) The CONSULTANT shall provide itemized monthly invoices for Work performed during the previous month. Invoices are to be submitted to the DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by the CONSULTANT shall be included.

c) The DISTRICT shall pay invoiced amounts from the CONSULTANT based on tasks completed as set forth in Exhibit A within thirty (30) calendar days after the date the invoice is received and approved by the DISTRICT.

d) The DISTRICT may dispute a payment or portion thereof that is due before or after the DISTRICT pays the invoice.

e) The DISTRICT shall have the right, in its sole discretion, to amend Exhibit A to move funds from one line item to another. The amendment to Exhibit A shall be documented in a writing, and the DISTRICT shall provide a copy of the amended Exhibit A to the CONSULTANT.

4) LIMITATION ON COSTS:

The total cost of Work provided under this Agreement shall not exceed $4,665,180.

5) RESPONSIBILITIES OF CONSULTANT:

a) The CONSULTANT shall appoint a Manager who will manage the performance of the Work. All of the Work specified by this Agreement shall be performed by the Manager, or by the CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of the CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT must obtain written approval by the DISTRICT prior to replacing him or her with another equally qualified person. If the CONSULTANT fails to

make a required replacement within thirty (30) calendar days, the DISTRICT may terminate this Agreement.

b) The CONSULTANT agrees that its officers and employees will cooperate with the DISTRICT in the performance of Work under this Agreement and will be available for consultation with the DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.

c) The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Work furnished by the CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Work, the CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.

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

   i) Permitted or required approval by the DISTRICT of any products or Work furnished by the CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

   ii) The DISTRICT's review, approval, acceptance, or payment for any of the CONSULTANT's Work herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the DISTRICT caused by the CONSULTANT's performance or failures to perform under this Agreement.

e) All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by the CONSULTANT for the DISTRICT relating to the Work and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by the CONSULTANT to parties other than the DISTRICT shall become the property of the DISTRICT and shall be delivered to the DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. The CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by the DISTRICT. The DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.

f) The rights and remedies of the DISTRICT provided for under this paragraph are in addition to any other rights and remedies provided by law or under other paragraphs of this Agreement.

6) <u>RESPONSIBILITIES OF DISTRICT:</u>

a) The DISTRICT agrees that its officers and employees will cooperate with the CONSULTANT in the performance of the Work and will be available for consultation with the CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

b) The Work performed by the CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by the DISTRICT's representative, Ryan Pearson, telephone number (702) 875-7064 or their designee. The DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

c) The DISTRICT shall assist the CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Work.

d) The CONSULTANT will not be responsible for accuracy of information or data supplied by the DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7) TRUTH-IN-NEGOTIATION CERTIFICATION:

Signing of this Agreement by the CONSULTANT shall constitute a truth-in-negotiation certification by the CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

8) INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

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

9) INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

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

a) All content developed on behalf of the DISTRICT, in whole or in part, solely or jointly by the CONSULTANT and all of the CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from the Work performed pursuant to, or arising out of the DISTRICT's engagement of the CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the DISTRICT's engagement of the CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.

b) To the extent that the CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, the CONSULTANT hereby assigns, transfers, and conveys, all such Right to the DISTRICT.

c) The CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product and to allow the DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in "Intellectual Property Assignment".

d) The CONSULTANT hereby waives and releases any claim of infringement of any Right of the CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any of the CONSULTANT's rights in any Work Product which may be

construed as “works of visual art” as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. § 106A) and shall never challenge nor dispute the DISTRICT’s Right in and to the Work Product.

10) INTELLECTUAL PROPERTY ASSIGNMENT:

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

11) INTERPRETATION:

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

12) CONFLICT OF INTEREST:

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

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14) PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

a) No officer, employee, or member of the governing body of the DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work

required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Work, no person having any such interest shall be employed.

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

15) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

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

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

16) INDEMNIFICATION:

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

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

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

indemnified the DISTRICT Parties without the prior written consent of the CONSULTANT, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnification provided by the CONSULTANT to the DISTRICT Parties applies to all insurance policies of the CONSULTANT, whether primary, excess or umbrella coverage is provided to the CONSULTANT.

17) SCHEDULE FOR PERFORMANCE OF SERVICES:

a) Time is of the essence in this Agreement.

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

18) INSURANCE:

a) General:

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

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

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

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

iv) If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the DISTRICT shall have the right, if the DISTRICT so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the DISTRICT as an additional named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the DISTRICT has the right to set-off any sums from the compensation due to the CONSULTANT set forth in this Agreement and directly pay for such coverage.

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

b) Evidence of Insurance:

i) The CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

ii) Within ten (10) Business Days after the Effective Date, the CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of the DISTRICT, the CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement. For the purposes of this Agreement, the term Business Day shall mean Monday through Thursday, excluding legal holidays recognized under NRS 236.015.

iii) Renewal certificates shall be provided to the DISTRICT not later than fifteen (15) calendar days prior to the expiration of policy coverage.

iv) All insurance policies shall require the insurer to provide a minimum of thirty (30) calendar days' prior notice to the DISTRICT for any material change in coverage, cancellation, or non-renewal, including, without limitation, for non-payment of premium.

c) Insurance Coverages:

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

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

iii) Workers' Compensation & Employers Liability Insurance: the CONSULTANT shall maintain statutory workers' compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing the Work pursuant to this Agreement.

The CONSULTANT shall maintain employers' liability insurance with limits of $1,000,000 per accident and $1,000,000 for each employee for injury by disease. The CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event the CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

iv) Professional Liability Insurance: the CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Work as set forth in this Agreement, with limits of not less than $1,000,000 for each occurrence and $1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

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

19) TERMINATION:

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

20) REVIEWS:

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

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

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, the CONSULTANT may furnish the DISTRICT with information that the CONSULTANT has independently determined to be confidential under Nevada law and that the CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of the CONSULTANT that is disclosed to the DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by the CONSULTANT to the DISTRICT within thirty (30) calendar days of the disclosure. Confidential Information shall not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach of the DISTRICT; (b) the DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by the CONSULTANT; (c) is independently developed by the DISTRICT without the use of any Confidential Information; or (d) the DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

The DISTRICT and the CONSULTANT recognize the DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter the DISTRICT's duties thereunder or to require the DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. The DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If the DISTRICT's Office of General Counsel determines that any document or record supplied by the CONSULTANT and marked "confidential" is determined to be a public record the DISTRICT may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to the CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to the CONSULTANT and work with the CONSULTANT in good faith to coordinate a response to the request and strive to prevent the disclosure of information considered confidential by the Nevada Public Records Act.

Further, the CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the DISTRICT prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to the DISTRICT. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security Paragraph below.

22) USE OF MATERIALS:

a) The DISTRICT shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Work under this Agreement. Such materials shall remain the property of the DISTRICT while in the CONSULTANT's possession.

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

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

a) The DISTRICT uses various project management information systems ("PMIS"). The DISTRICT will notify the CONSULTANT what PMIS the DISTRICT will be using for the management of this Agreement.

b) Due to the sensitive nature of information contained within the PMIS, the DISTRICT requires that the CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, the CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").

i) Access to PMIS provided by the DISTRICT is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.

ii) The CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:

(1) Authorized users cannot give out their login information to another party.

(2) Authorized users shall notify the DISTRICT within two (2) Business Days of any changes in their employment to allow for an appropriate adjustment in their access privileges.

(3) Access to PMIS will be revoked upon completion of the Work, termination of the Agreement, or the individual user's separation from performing duties associated with the Work, whichever comes first.

(4) These PMIS Services are provided for the convenience of contractors and engineering firms. The DISTRICT is not responsible for any issues created by a malfunction of these PMIS Services.

(5) The CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.

(6) The CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.

iii) The CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms the DISTRICT, its service providers, suppliers or any other user. The CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. The DISTRICT's failure to act with respect to a breach by the CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.

iv) NO WARRANTY. The DISTRICT provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with the CONSULTANT, to the maximum extent permitted by applicable law. The DISTRICT and its suppliers make no representations, warranties or conditions, express or implied. The DISTRICT and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (1) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-infringement; (2) warranties or conditions course of dealing or usage of trade; and (3) warranties or conditions of uninterrupted or error-free access or use.

v) LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will the DISTRICT or any supplier be liable for any damages including, without limitation, any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or the CONSULTANT's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract; (2) breach of warranty; (3) negligence; or (4) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If the CONSULTANT has any dispute or claim against the DISTRICT or its suppliers with respect to these Terms of Use or the PMIS Services, then the CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.

vi) The DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to the CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. The DISTRICT may change, suspend, or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. The DISTRICT may assign these Terms of Use, in whole or in part, at any time with or without notice to the CONSULTANT. The CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.

vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. The CONSULTANT agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.

viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between the DISTRICT and the CONSULTANT with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between the DISTRICT and the CONSULTANT with respect to the PMIS Services.

x) The PMIS Services are subject to the intellectual property rights of the DISTRICT and to the Nevada public records law.

24) DATA PRIVACY AND SECURITY:

a) The CONSULTANT will create, receive, or have access to the District's Facility Information and the Facility Information of the Southern Nevada Water Authority ("Authority"). Facility Information means drawings, maps, plans, or records that reveal the District's or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the District and the Authority. Facility Information is deemed to be Confidential Information of the District and the Authority.

b) The CONSULTANT shall:

i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum, strong password protection and encryption for data at rest and in transit on any network;

ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;

iii) Not create, collect, receive, access, or use Facility Information in violation of law;

iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;

v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the DISTRICT without the DISTRICT's prior written consent;

vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the DISTRICT's prior written consent. Authorized Persons means the CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable the CONSULTANT to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and

vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security Paragraph. The CONSULTANT acknowledges that it will be liable to the DISTRICT for any and all damages the DISTRICT incurs from the CONSULTANT's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security Paragraph.

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

d) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by the CONSULTANT or by the DISTRICT to the extent that the

CONSULTANT has access to the DISTRICT's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

e) The CONSULTANT shall:

i) Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the CONSULTANT becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the DISTRICT's contacts listed in the Notices Paragraph below;

ii) At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;

iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and

v) Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.

f) The CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Paragraph may cause the DISTRICT irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the DISTRICT is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the DISTRICT may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

g) The CONSULTANT has completed and provided to the DISTRICT the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. The CONSULTANT agrees to maintain a comparable or better information security program to that disclosed in the Business Partner Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

h) The CONSULTANT shall implement the administrative, physical and technical safeguards disclosed in the Business Partner Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc., or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, and shall ensure that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

i) The CONSULTANT shall return, destroy, or otherwise appropriately disposition any written or digital data and copies thereof upon the termination or completion of this Agreement, or as otherwise provided by law.

25) RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement, and shall make available to the DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

26) ASSIGNMENT:

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

27) SEVERABILITY:

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

28) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

a) The CONSULTANT and any subcontractor working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Work provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

b) The CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

29) EQUAL EMPLOYMENT OPPORTUNITY:

a) The CONSULTANT and any subcontractor working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Work provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the DISTRICT upon the DISTRICT's request. The CONSULTANT is solely liable for failure to comply with this provision.

30) APPLICABLE LAW:

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

31) VENUE:

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

32) ATTORNEY'S FEES:

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

33) NO THIRD-PARTY RIGHTS:

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

34) WAIVER:

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

35) CAPTIONS:

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

36) COUNTERPARTS:

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

37) INTEGRATION:

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

38) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind CONSULTANT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:	AtkinsRéalis USA Inc. Matthew Baird 2360 Corporate Cir #300 Henderson, Nevada, 89074 matt.baird@atkinsglobal.com
To DISTRICT:	Las Vegas Valley Water District Attention: Ryan Pearson P.O. Box 99956 Las Vegas, Nevada 89193 pearsonr@lvvwd.com

With copy to: (excluding invoices)	Las Vegas Valley Water District Attention: General Counsel 1001 S. Valley View Blvd. Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three (3) Business Days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next Business Day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

39) AMENDMENT:

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

40) AUDITS:

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

41) SURVIVAL:

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

42) FORCE MAJEURE:

a) A Force Majeure Event is defined as an act beyond the affected Party’s reasonable control, including: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (4) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (5) industry-wide strikes with a direct impact on this Agreement. The CONSULTANT’s economic hardship and changes in market conditions are not considered Force Majeure Events.

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

c) Where the CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and the CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the

CONSULTANT's sole and exclusive remedy for such delay, and the CONSULTANT shall not be entitled to an increase in the sums due under this Agreement. The CONSULTANT shall provide a revised schedule for performance in accordance with "Schedule for Performance of Work".

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

43) COMPANIES THAT BOYCOTT ISRAEL:

The CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a non-discriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

44) DISCLOSURE OF NO EMPLOYEE/OFFICIAL RELATIONSHIP AND NO EMPLOYEE/OFFICIAL OWNERSHIP/INVOLVEMENT:

The CONSULTANT affirms that:

a) No individuals holding more than five (5) percent ownership or financial interest in the CONSULTANT and none of the CONSULTANT's principals have a relationship with any employee or official of the DISTRICT by first or second blood relatives or by marriage. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).

b) No employee or official of the DISTRICT has any ownership or financial interest in the CONSULTANT exceeding five (5) percent.

c) No employee or official of the DISTRICT has any involvement with the negotiation of this Agreement on behalf of the CONSULTANT or involvement in the day-to-day activities of the CONSULTANT.

45) ELECTRONIC SIGNATURES:

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

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

AtkinsRéalis USA Inc.	**Las Vegas Valley Water District**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

EXHIBIT A

SCOPE OF SERVICES

Project No. 3288L – South Boulevard 2745 Zone Reservoir

AtkinsRéalis USA Inc., (Aka, Atkins North America Inc.) a Florida Corporation, ("AtkinsRéalis", “Provider” or "Consultant") is pleased to submit the following scope of services to the Las Vegas Valley Water District (“DISTRICT”, "Client" or “District”) to provide professional engineering services for the design of the proposed 2745 Zone Reservoir located in the southwestern portion of the Las Vegas Valley, Clark County, Nevada. The thirty (30) acre site is located southeast of Sloan Road and Interstate-15 and will be accessed from Las Vegas Boulevard. The signatory to this agreement shall be Matthew S. Baird, P.E., CFM, Vice President of AtkinsRéalis. Our team's project understanding, scope of services, schedule and estimated fees are detailed below.

PROJECT UNDERSTANDING

AtkinsRéalis’ understanding of the project scope of services is based on the “SCOPE OF WORK, PROJECT NO. 3288L, COMMITMENT NO. 009571 – SOUTH BOULEVARD 2745 ZONE RESERVOIR, SCOPE OF WORK (SOW) – REVISION NO. 1, SOW – REVISION NO. 2 and SOW – REVISION NO. 3” which is incorporated into this scope of services by reference.

The South Boulevard 2745 Zone Reservoir will maintain adequate hydraulic grade lines in the southern portion of the 2745 Pressure Zone and provide required emergency and fire flow storage.

This project consists of a 10-million gallon below grade reinforced concrete reservoir, two 5-million gallon capacity basins that will provide gravity storage for the 2745 Pressure Zone and transfer storage for pressure zone to the south and west. The yard piping and reservoir emergency overflow weir will be sized for 45 million gallons per day (MGD) for each basin. The future South Boulevard 3205 Zone pumping station capacity will be 43.2 MGD with five duty, one standby, 1100 horsepower (hp) vertical turbine pumps. Provisions will be made to provide water to the adjacent Southern Nevada Water Authority (SNWA) site via a 36-inch diameter pipeline stub.

Notable design challenges include consideration for future facility expansion at the site, criteria and conditions identified in the BLM ROW grant N-77754, the potential for jurisdictional Waters of the United State (WOUS) designation for the natural Duck Creek wash located on the southeast corner of the site, and coordination with various agencies for permitting and access to the site required with several agencies.

SCOPE OF SERVICES

Based on the project understanding, we propose the following Scope of Services:

Task 1 – Project Management. This effort provides budget for the day-to-day management and oversight of activities related to the Preliminary and Final Design of the new reservoir facility.

Task 1.1 – Kick-off Meeting. Review of scope of work and overall goals, milestones, deliverables and schedule for project.

Task 1.2 – Progress Meetings. The engineering team shall participate in weekly project meetings to review progress, solicit comments, and answer questions. Monthly meetings with the Client shall be attended when requested by the Client, but not more than once per month. A total of 80 total weekly progress meetings are assumed.

Task 1.3 – Project Scope and Schedule. AtkinsRéalis has prepared this scope of work and will prepare and provide an updated design schedule of tasks and deliverables to be integrated into the overall schedule for the project. AtkinsRéalis will provide a brief monthly report summarizing progress and milestones to be included with invoices along with an updated schedule.

Task 1.4 – Communication. AtkinsRéalis will copy Client on all critical emails and requests for information and provide electronic copies of all critical maps and information as they become available. A contract-specific Project Execution Plan (PEP) will be prepared by AtkinsRéalis upon award of the contract. The PEP will serve to guide the design team including AtkinsRéalis, subconsultant and District staff regarding project communications, design goals, procedures, criteria, standards and quality assurance. This document will primarily serve the consultant's design team; however, a copy will be provided to District staff for concurrence. Additional coordination and communication to coordinate with the adjacent SNWA HL Boulevard South Pumping Station facility.

Task 2 – Quality Assurance/Quality Control. AtkinsRéalis will provide internal quality assurance and quality control measures on all submittals to District or associated agencies associated with this project. All agency deliverables will undergo an AtkinsRéalis 5-step review process, including applicable documentation and confirmation. A project-specific QA/QC plan will be prepared and included in the PEP documenting specific QA/QC review for specific project deliverables.

Task 3 – Survey and Right-of-Way Services.

Task 3.1 – Aerial Surveying Services. A topographic survey using aerial photogrammetry will be generated for the 30-Acre proposed facility and adjacent areas to include 1,000 feet outside the parcel boundary as identified by the BLM and District in ROW grant N-77754.

Task 3.2 – Design Survey. This task will involve survey for engineering design purposes using conventional field surveying methods to locate physical features. Prepared survey will tie into State Plane Coordinates in accordance with District Engineering Design Standards, Section 1, Chapter 11 – Surveying and ROW.

Preparation of a Record of Survey for the reservoir site, prepared in accordance with the Engineering Design Standards, Volume 1 (latest version) and the Scope of Work as delineated in Section 11010, is included in this proposed scope of services.

Field survey will locate general as-built physical features such as: edge of pavement including angle points and curved locations; traffic striping; signage; fencing or walls with top of wall and footing elevations; landscape areas; large trees and large shrubs; drop inlets, storm drain and sanitary sewer manhole rims and cleanouts (underground inverts, flow lines and pipe sizes are required); fire-hydrants, valve boxes (including top of nut elevations), and other above ground water related appurtenances; power and utility poles; street/area lighting; vaults, transformers and meters along with other surface evidence of underground utilities; structures with finish floor elevations; major landscaping features; swales, berms, channels and other significant natural ground features.

Map all BLM ROW grants and other easements in the vicinity of the site and incorporate these into the Survey Control sheets. Research and locate any easements associated with the Kinder Morgan pipelines. Pull title reports as necessary and/or complete research at the BLM field office to locate associated grant/easement records.

Task 4 – Geotechnical Investigation. Design will include subsurface soil investigation within the identified project limits in accordance with the Engineering Design Standards, Volume 1 (latest version). Soil samples will be collected and tested to provide a draft and final Geotechnical Data Report and a Geotechnical Recommendations Report. A total of twelve (12) borings, that extend to between 30 and 50 feet below ground surfaces (bgs) or practical auger refusal.

Drilling and Sampling. To include the following elements:

- Obtain approved permits for drilling in Clark County
- Coordinate tortoise biologist site monitoring operations and implement tortoise mitigation during drilling operations.

- Notify Underground Service Alert (USA) of intent to perform explorations
- Perform 12 exploratory borings (400 total linear footage) with a track-mounted drilling rig at the project site to depths of up to 50 feet bgs, or practical refusal.
    - Two (2) borings will be drilled to a to 50 feet bgs to be located at the location of the proposed reservoir inlet and outlet vaults.
    - Four (4) borings will be drilled to a total depth of up to 40 feet within the reservoir footprint.
    - Six (6) borings will be drilled to a total depth of up to 30 feet within the disinfection building and proposed pipelines.
- It is anticipated that a track-mounted drill rig will be required for site access. The borings will be drilled using air-rotary drilling methods as it is assumed that strongly cemented and/or bedrock material will be encountered.
- Perform soil resistivity testing at three (3) locations using Wenner 4-point resistivity meter in general accordance with ASTM D 6431

Laboratory Testing: Geotechnical laboratory tests will be performed on representative soil samples obtained from the borings to evaluate certain physical and engineering parameters. Laboratory tests may include the following, dependent of subsurface conditions encountered:

- In-Place Moisture Content and unit weight
- Grain size distribution
- Atterberg limits
- Swell
- Swell or Collapse of Soils
- Direct Shear
- Suite of chemical corrosivity tests including pH, sulfide, chloride, sodium sulfate, water soluble sodium sulfates, sulfate, sodium, oxidation-reduction potential, resistivity, solubility

Task 4 Deliverables:

- Geotechnical Data Report, in PDF format.
- Geotechnical Recommendations Report, in PDF format.

Task 5 – Environmental Services. AtkinsRéalis understands that the original ROW Grant issued in 2006 included a National Environmental Policy Act (NEPA) compliance investigation. The site is located within the Southern Nevada Public Land Management Act (SNPLMA) disposal boundary. Geotechnical monitoring and related environmental tasks will be conducted. In addition, due to the Duck Creek Natural Wash 1, DCN1000, proximity, a Nevada Department of Environmental Protection (NDEP) Working in Waterways (WiW) permit will be required.

Task 5.1 – BLM Plan of Development. AtkinsRéalis will review the existing BLM Plan of Development (POD) and, if necessary, prepare a preliminary revised BLM POD. Additionally, CONSULTANT will conduct a Desktop Review and Field Survey consistent with the scope of a typical Biological Resources Report.

Desktop Review: An official list of federally threatened, endangered, proposed, and candidate species that may occur within the Study Area will be obtained from the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) resource list on August 21, 2023 (USFWS 2023a).

The Nevada Division of Natural Heritage (NDNH) will be contacted and asked to provide any data on federally and state threatened and endangered species, as well as sensitive species. The NDNH provides search results within a 2 kilometer (km) radius from the Project site.

In addition, prior to the Field Survey the following sources and documents will be consulted to gather information on the Study Area and the potential for certain habitats and species to occur:

- Programmatic Biological Opinion (PBO) for BLM Activities Adversely Affecting 17 Listed Species and Critical Habitat (File No. 08ENVS00-2019-F-0153) (USFWS 2019)
- Right of Way Grants/Temporary Use Permits for the site (BLM 2006; BLM 2021)
- USFWS Critical Habitat for Threatened and Endangered Species ArcGIS online mapper (USFWS 2023b)
- Nevada Rare Plants Atlas (Morefield 2001) and corresponding ArcGIS layers that use a soils-based habitat model to map potential suitable habitat for certain rare plant species including Las Vegas bearpoppy (*Arctomecon californica*), white bearpoppy (*Arctomecon merriamii*), white-margined penstemon (*Penstemon albomarginatus*), threecorner milkvetch (*Astragalus geyeri* var. *triquetrus*) and Beaver Dam breadroot (*Pediomelum castoreum*).
- Aerial photographs (Google Maps 2023)

Field Survey: AtkinsRéalis biologists will conduct a field survey for threatened and endangered species and their habitats, migratory birds, and noxious weeds. The 30-acre Study Area for the Project, encompassing the entire proposed Project, will be traversed across transects that are approximately 25-feet apart, with particular focus on areas of likely presence of listed species. Signs of listed species and locations of cacti and yuccas encountered will be recorded using a Tripltek T82 tablet with a Trimble Catalyst DA2 Global Navigation Satellite System (GNSS) receiver. Formal presence/absence surveys and detailed mapping of cacti and yucca will not be conducted. As such, this survey will support the biological resources assessment but is not sufficient for species-specific evaluations.

Research that can be included in a biological resources report will include a summary of the one day field survey of the 30 acre Project site. The survey will be conducted concurrently for desert tortoise habitat, state-listed species including rare plants, migratory nesting birds, noxious weeds, and potential waters of the U.S. (WOUS). The biological resources research material will be based on the prior EA and include updated information collected as part of the field survey. The biological resources research material will cover documentation of resources as required by the ROW grant.

Task 5.2 – Cultural Resources Class I Literature Review:

Cultural Resources Class I Literature will be preliminarily reviewed. AtkinsRéalis staff will also review the Nevada Cultural Resources Information Service (NVCRIS) as part of the Class I literature preliminary review for cultural resources.

- Class I Literature Review: A preliminary review of Class I Literature will be conducted.

Task 5.3 – Geotechnical Monitoring. AtkinsRéalis will obtain authorization from the USFWS to conduct pre-construction surveys of the approximate 30-acre Project site per the previous BO (1-5-97-F-251) and the Append to Request Form and as identified in the ROW grant. The pre-geotechnical boring surveys will provide clearance for the completion of the geotechnical boring task. An authorized biologist and a biological monitor will be required during all ground disturbance activities. Pre-construction surveys must occur 3-days prior to construction during the desert tortoise active season or 5-days prior to construction in the desert tortoise inactive season. The authorized biologist will also prepare and provide working education training to geotechnical staff so they are aware of the potential occurrence of species that could be encountered on the project. Biological staff will fill out daily biological reports (DBRs) each day which track ground disturbance activities, travel, and hours spent on site. The authorized biologist will also be required to review materials and DBRs post-site visit to compile all DBRs and work with the project engineer to coordinate staffing for future work activities to confirm coverage of all ground disturbance activities. The environmental staff (environmental lead and authorized biologist) will ensure the project ground

disturbance activities incorporate all mitigation requirements as outlined in the BO 1-5-97-F-251 as well as the updated Append to Request Form.

Task 5.5 Deliverables:

- Geotechnical oversight, Daily Biological Field Report (DBR)'s, coordination with project engineer and Client

Task 5.4 – Ordinary High Water Mark Delineation. AtkinsRéalis will prepare an Ordinary High Water Mark (OHWM) delineation and mapping for the Project to identify the amount (acres and linear feet) and location of potentially jurisdictional waters in the project area. AtkinsRéalis will conduct a desktop-based determination in accordance with the procedures outlined in Part IV, Section D, Sub-Section 1 in the 1987 Wetland Delineation Manual using available remote sensing data to prepare a preliminary OHWM determination that will then be field verified with a sub-meter GPS unit (Sub-Section 2) using available LiDAR data and will identify which channel or channels within Duck Creek Wash provide flows through the wash. AtkinsRéalis will also survey for the presence of any wetlands (wetland vegetation, hydric soils, and wetland hydrology) within Duck Creek Wash within the Project study area.

AtkinsRéalis will provide mapping of the OHWM, desktop analysis (either raster or vector data), and other OHWM/wetland delineation documentation prepared under this task.

Task 5.5 – Working in Waterways Permit Support. AtkinsRéalis will support the District in the preparation of materials to apply for and obtain a Nevada Department of Environmental Protection (NDEP) Working in Waterways (WiW) permit.

Task 5.3 Deliverables:

- Facility location description, discharge location, and description of discharge activities for NDEP WiW permit application Section 3.1 and Section 3.4 in PDF format.
- WiW Permit Wells and Outfall locations Table 1. Information for this Table 1 will include well/outfall designation, Latitude/Longitude, depth to groundwater (if any), Type, and receiving water description, in PDF format.
- WiW Exhibits, including site plan map, applicable sections, and photos and locations of the waterway crossings, in PDF format.

AtkinsRéalis will support the District in the preparation of materials to apply for and obtain a Nevada Department of Environmental Protection (NDEP) Working in Waterways (WiW) permit.

Task 5.6 – BLM Mineral Rights – Free Use/Sale of Materials. AtkinsRealis will support the District to obtain clearance from BLM for mineral rights either by a Contract for Sale application or a free use permit. Coordination and research will be performed to determine whether a Bureau of Land Management (BLM) Contract for Sale Application (Form 3600-009) or a Free-Use Permit Application (3604-.001a) would be most applicable for the project. Acceptable disposal sites for the disposal of the BLM material were researched, haul routes from the 3288L Site to the disposal sites will be analyzed, and NEPA status of the disposal sites will bey researched and documented. Key activities include communications related to BLM grants and environmental conditions, conducting legal and geographic research on parcels and rights-of-way (ROWs), and preparing information for the completion of the BLM application forms (either 3600-009 or Form 3604-001). Investigation of the native soils and proposed excavations will be evaluated and the likely quantity for disposal vs. use on site will be estimated for use in the BLM application process.

Task 6 – Existing Utility Investigations. Design services will include subsurface utility engineering (SUE) to include investigations in general compliance with ASCE publication 38-02, Standard Guideline for the

Collection and Depiction of Existing Subsurface Utility Data, up to and including Level A delineation, to include applicable reports of field conditions and collection of survey point information for the pothole locations.

Task 6.1 – Utility Test Hole Investigation. Up to ten (9) utility Test Holes via will be completed via vacuum excavation methods. Under this subtasks the following services will be performed:

- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e. electromagnetic, ground penetrating radar, asbuilt plans, etc.
- Notify USA North 811 Call-Before-You-Dig service 48 hours before any excavation.
- Use air vacuum excavation methods to excavate and expose targeted utility.
- Record utility data: type, depth, size and material as readily obtainable. If the utility is a duct bank or encased, KCI will attempt to record top, bottom, width and configuration.
- Backfill test hole with native material excavated from the hole and compacted pneumatically in one-foot lifts.
- Backfill test hole with CLSM (slurry) as required by permitting agency when applicable.
- Restoration of test holes within pavement/concrete core drilled surfaces will be accomplished by using the Clark County, Nevada, Regional Transportation Commission's Standard Drawing #506 Type B Method specification using Utilicor Technologies; Utilibond™ bonding agent.
- Coordinate with AtkinsRéalis surveyor as needed for collection test hole reference points

Deliverables

- Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location. Such Report shall include the following information.
- Test hole number and date of completion.
- Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface.
- Collected utility data: type, depth, size and material as readily obtainable.
- Provide utility photos where obtainable at exposed locations.

Task 7 – 30 Percent Design (Preliminary Design Report). The 30 percent submittals require proposed facility layout, building location, major equipment arrangement, major pipeline alignments, existing topography, right-of-way, property lines, known underground utilities, and existing water facilities. The level of detail in the drawings should indicate 30 percent of all detail levels. The design shall adhere to the project design criteria and the EDS.

Task 7.1 – Preliminary Design Report. The Preliminary Design Report (PDR) will include the proposed layout scheme for all major water facilities, accounting for all pertinent criteria, including off-site and on-site drainage requirements. The report shall include a thorough discussion regarding the phased construction and the operational considerations during the construction. The report will include an analysis and recommendation of major facility locations and pipeline routing to ensure reservoir cycling and mixing during initial and ultimate design scenarios. The report shall also include a discussion on what existing structures and facilities may be utilized by the new reservoir. Scope items identified specific to the PDR include:

- Schedule and attend a Preliminary Design initiation meeting with District Staff.
- Prepare contents (report and figures) for incorporation into the PDR that will be used to define the major work elements and character of the project. The content would include:
    - Preliminary site plan layout
    - Preliminary site overall grading plan and sections
    - Preliminary Disinfection Building floor plan and elevations
    - Preliminary reservoir size and proposed configuration
    - Preliminary disinfection system pump sizes, type and horsepower

- Preliminary operating conditions
- System and Operational Description report as required by Scope of Work Section 01040
- Design standards
- Codes and references
- Preliminary building exterior appearance and layout
- Opinion of probable construction costs
- Input on project construction schedule.

30% Review Deliverables:

- Ten (10) sets of 24”x36” drawings on bond paper
- Five (5) loosely bound sets of the PDR

Task 7.2 – Site Planning and Right-of-Way Services. AtkinsRéalis will prepare and submit entitlement information for design review and approvals for construction of the proposed facility. It is assumed that the District will be the primary applicant, and District personnel will be available to lead efforts related to communications, coordination, and meetings with applicable planning department staff. AtkinsRéalis will prepare and provide applicable documentation and support District entitlement efforts through coordination and attendance at planning submittal and review meetings.

CONSULTANT will determine the International Building Code (IBC) Risk Category classification of the facilities to be construction and recommend the Risk Category to be used for the project facilities. This information will be documented in a memo and provided to the District for review.

AtkinsRéalis will also assist the District in preparing documents for the amending the District’s BLM Right-of-Way Grant N-77754 and the documents for a permanent easement that will be required on the northern portion of Assessor’s Parcel 191-30-601-001, owned by Clark County Department of Aviation, for the access road from Las Vegas Boulevard to the Project Site along with pipelines and other utilities required for the project. Scope items identified specific to the planning and entitlement process are as follows:

- Prepare site entitlement (“Planning”) documents in accordance with agency required submittal format.
- Submit documents to District for consideration and comment, with subsequent submittal to the City of Henderson and Clark County Planning Department for entitlement consideration.
- AtkinsRéalis staff will attend up to four (4) planning submittal meetings with agency staff, a pre-submittal meeting, a post submittal meeting, a town board review hearing, and a Clark County Planning Department hearing. AtkinsRéalis assumes that District staff will take a lead role at these meetings, and that AtkinsRéalis staff will attend in a supporting role providing technical clarification if required.
- Assist the District with the BLM grant amendment application.
- Assist the District with preparing and acquiring an easement from Clark County Department of Aviation as well as a common wall agreement if necessary.

Task 8 – Technical Drainage Study (TDS). AtkinsRéalis will utilize the 60% design phase drawings to prepare an analysis of the hydrologic conditions impacting the site that includes the following tasks:

- Evaluate both onsite and offsite hydrology. The offsite hydrology will be used to determine 10-year and 100-year discharges impacting the site. The onsite hydrology will determine 10-year and 100-year flows within the site and the immediate surrounding areas.

- Develop an existing condition HEC-RAS model of the duck creek wash. Preliminary indications are that the 100-year storm event will not be contained in the primary unlined channel/wash that flows through the eastern half of site. It appears there is a secondary auxiliary wash that in a 100-year event flows would break out of the primary wash and flow through the site within the western half. The breakout into the secondary auxiliary wash is approximately 1,000 feet south of the project site. The CONSULTANT will evaluate the primary and secondary washes through the use of the existing condition HEC-RAS model and determine the quantity of flow within each of the washes during a 100-year event. The hydraulic analysis of the washes will utilize flows from the 2018 Las Vegas Valley Flood Control Maser Plan Update (2018 MPU).
- Once the quantity of flow is determined for the primary and secondary washes an analysis will be complete to determine if the breakout of flow into the secondary wash can be prevented through the construction of a diversion berm to keep all 100-year flows contained in the primary wash. Maintenance access requirements for the diversion berm will be evaluated along with construction cost estimate. Meetings with COH will be held to determine if COH is willing to obtain a BLM grant for the construction/maintenance of the diversion berm. If this solution is determined to be undesirable then the CONSULTANT will design a concrete channel along the southern site boundary to collect the 100-year flow from the secondary auxiliary wash and convey it east into the primary wash.
- Develop an onsite drainage plan for the reservoir site. This plan will include grading, earthen or concrete swales, roads, small berms and small (18" diameter, maximum) storm drain, as needed, to protect onsite infrastructure from the local onsite or offsite storm water runoff. The onsite reservoir and building finished floors will be set to protect them from the 100-year storm event. Similarly, other important infrastructure will be protected from the 10-year and 100-year storm events.
- Prepare a TDS report with improvement plans for the City of Henderson flood control to review. Comments from COH will be addressed in the form of an addendum to the TDS.
- After COH approval, submit TDS and an addendum to Clark County and RFCD for concurrence, which is anticipated. RFCD concurrence is required for projects adjacent to RFCD facilities. The RFCD facility Duck Creek Natural Wash 1, DCN1000, (primary wash as discussed above) traverses the eastern half of the site.
- The scope includes as needed scour or erosion analysis for the unlined channel/wash and proposed wash road crossing. This scour and erosion analysis only includes methods and equations outlined in the local drainage manual. AtkinsRéalis believes that this should type of analysis is sufficient.

Task 9 –Computational Fluid Dynamics. A preliminary evaluation of a Computational Fluid Dynamics (CFD) model for the project will be completed and a determination made in consultation with the District as to whether or not a CFD model will be required for the project.

Task 10 – 60 Percent Design Submittal. The 60 percent submittals require major equipment to be shown on the drawings with all discipline connections made and sized, based on preliminary calculations. Confirm size and layout of the disinfection building including interior equipment size and configuration. Incorporate redundant air blowers in each basin of the reservoir. Advance the detail of the proposed site grading and evaluate cut and fill quantities relative to the amount of export or import of material required. Minimize the amount of material export or import and balance the site to the fullest extent possible. Evaluate native onsite material for suitability as construction fill/backfill and account for any anticipated un-useable material. The level of detail in drawings should indicate 60 percent of all detail levels. The design shall adhere to the project design criteria and the EDS. Via a subconsultant, AtkinsRéalis will begin coordinating with NV Energy to bring power supply to site for the District's site. They shall include, but not be limited to, the following:

- Specifications
- Preliminary Civil/Structural Drawings:
    - Site plan, proposed grading and sections
    - Civil/structural plan drawings
    - Civil/structural underground and foundations drawings
    - Civil/structural elevations and details
    - Civil demolition plan
    - Embedded Record of Survey
    - Right-of-Way Plan
    - Horizontal control plans
    - Civil drainage plans
- Final off-site improvement plans Preliminary Mechanical Drawings:
    - Preliminary site layout plans
    - Equipment general arrangements
    - Process flow diagram
    - Piping plans and details
    - Mechanical demolition plan
- Preliminary Electrical Drawings:
    - Single-line diagrams to District standards
    - Schematic and wiring diagrams to District standards
    - Power, grounding and heat trace plans
    - Instrument, control and lighting plans
    - Conduit and cable schedules per District standards
    - Power, grounding, instrument, heat trace and lighting details
    - Electrical equipment elevation views
- Preliminary Instrument Drawings:
    - Process and instrument diagrams
    - Example instrument signal loop diagrams
    - Example instrument data sheets to Instrument Society of America (ISA)
    - standards
    - PLC input/output interface diagrams
- Two loosely bound copies of Preliminary engineering Calculations:
    - Hydraulic system design calculations.
    - Preliminary drainage calculations and drainage report.
    - Final earthwork calculations.
    - Preliminary structural calculations.
    - Preliminary yard piping design calculations.
    - Preliminary electrical calculations.
    - Preliminary electrical system coordination study.
    - Power equipment sizing (MCCs, transformers, etc.).
    - Indoor lighting calculations.
    - Sump pump sizing calculations.
    - Preliminary construction cost estimate, itemized by discipline.
    - Record of survey.
    - Preliminary HVAC and blower fan equipment sizing calculations.
    - Pipe cylinder thickness design based on interior pipe pressure, external loads and buckling.
    - Restrained joint design to counteract longitudinal thrust at all pipe junctions, bends and termini, including single and/or double weld calculations.
    - Combination air valve sizing.
    - Preliminary cathodic protection system calculations.
    - Preliminary reservoir sizing and elevation gauging calculations.
- Three sets of draft soils investigation (geotechnical) reports.

- Two copies of cathodic protection evaluation/analysis.
- Three copies of preliminary technical drainage study.
- Revised alternate design report.
- Two copies of the construction cost estimate summarized by bid item and supported by itemized breakdown of all component costs.
- Two copies of the preliminary construction cost estimate with supporting calculations.
- Three copies of Revised Preliminary Design Report.
- Two copies of preliminary energy model.
- Outside agency review and permit names and addresses.
- One copy of all project correspondence to date.
- Recommended revisions to the project schedule, if required.
- A list of problems, questions, and/or actions needed to be addressed by the District.
  60% Review Deliverables:

  - Ten (10) sets of 24”x36” drawings on bond paper
  - Five (5) loosely bound sets of specifications
  - Two (2) bound sets of supporting calculations and other required documents in above tasks
  - Electronic copies of the drawings and specifications (Word document, AutoCAD files and PDF format)
  - Submit to applicable third-party agencies and utilities for review and comment.

Task 11 – 100% Design Submittal. The 100 percent submittals require major equipment to be shown on drawings with all discipline connections made and sized, based on final calculations. The level of detail in drawings should indicate 100 percent of all detail levels. The submittal shall be corrected and completed in accordance with the 60 percent submittal review, briefing, and other information and shall include, but not be limited to, the following:

- Specifications
- Preliminary Civil/Structural Drawings:
  - Site plan, proposed site grading and sections
  - Civil/structural plan drawings
  - Civil/structural underground and foundations drawings
  - Civil/structural elevations and details
  - Civil demolition plan
  - Embedded Record of Survey
  - Right-of-Way Plan
  - Horizontal control plans
  - Civil drainage plans
- Final off-site improvement plans Mechanical Drawings:
  - Final site layout plans
  - Final equipment general arrangements
  - Final process flow diagram
  - Final piping plans and details
  - Final mechanical demolition plan
- Electrical Drawings:
  - Single-line diagrams to District standards
  - Schematic and wiring diagrams to District standards
  - Power, grounding and heat trace plans
  - Instrument, control and lighting plans
  - Conduit and cable schedules per District standards
  - Power, grounding, instrument, heat trace and lighting details
  - Electrical equipment elevation views

- Instrument Drawings:
  - Process and instrument diagrams
  - Example instrument signal loop diagrams
  - Example instrument data sheets to ISA standards
  - PLC input/output interface diagrams
- Final Calculations:
  - Final yard piping calculations.
  - Final structural calculations.
  - Final electrical calculations.
  - Final electrical system coordination study.
  - Power equipment sizing (MCCs, transformers, etc.).
  - Final sump pump sizing calculations.
  - Final construction estimate, itemized by discipline.
  - At the request of the District, a compilation of catalog cut sheets for all non-standard selected equipment.
  - Final HVAC equipment and blower fan sizing calculations.
  - Preliminary protective relay settings for electrical distribution equipment and pump starters.
  - Motor starting tests.
  - Compliance with energy code.
  - Final cathodic protection system calculations.
  - Final reservoir sizing and elevation gauging calculations.
  - Ground grid calculations
- Three copies of final technical drainage study.
- Three sets of final soils investigation (geotechnical) reports.
- Two copies of final cathodic protection analyses.
- Final survey report and right-of-way documentation with all required easements.
- Final cathodic protection analyses.
- One copy of the final construction cost estimate with supporting calculations.
- One copy of all project correspondence generated since the last briefing session.
- Responses to the District's 60 percent design review comments in both paper and electronic format.
- A compilation of catalog cut sheets for all selected equipment.
  100% Review Deliverables:

- Ten (10) sets of 24"x36" drawings on bond paper
- Five (5) loosely bound sets of specifications
- Two (2) bound sets of supporting calculations and other required documents in above tasks
- Electronic copies of the drawings and specifications (Word document, AutoCAD files and PDF format)
- Submit to the COH Development Services Center (DSC), Nevada Division of Environmental Projection (NDEP), and applicable third party agencies and utilities for review, comment, and approval

Task 12 – Final Design Submittal. The final submittal shall consist of one engineer-sealed bond original or electronically signed set of drawings, one copy of the engineer-sealed original calculations, one engineer-sealed unbound contract volume including permits, responses to 100 percent design review comments, and electronic copies of the final drawings and specifications.

Task 13 – Bid Phase Services. Pre-Bid and Bid Phase Services. AtkinsRéalis understands that the Contract Documents for the reservoir, and associated facilities, will be issued by the District as a stand-alone construction contract to be completed under District oversight and construction management.

AtkinsRéalis will support the District in selection of a Contractor including pre-bid meeting attendance, preparation of addendum, and preliminary evaluation of Contractor references and past performance. This task also includes the preparation of conformed drawings and specifications.

Task 14 – Engineering Services During Construction. AtkinsRéalis will support the District's Engineering and Construction Management staff during construction of the proposed reservoir by attending the pre-construction meeting; providing shop drawing and submittal reviews, providing review of drawings, specifications, cost estimates, and other documents relating to any contract change orders; and providing engineering services during a final inspection of the work and furnish to the District a written recommendation regarding the acceptability of the completed construction work.

Task 14.1 – Meetings. AtkinsRéalis staff will attend the pre-construction meeting and up to seventy-five (75) regular weekly progress meetings on an as-needed basis based on District request for attendance. AtkinsRéalis will provide engineering services during a single final inspection of the work and furnish to the District a written recommendation regarding the acceptability of the completed construction work.

Task 14.2 – Shop Drawings and Submittals. AtkinsRéalis staff will review up to four hundred twenty (420) individual contractor shop drawings and submittals. AtkinsRéalis or another District provided and maintained submittal management platform. AtkinsRéalis assumes that no more than 40 percent of the total submittals will require re-submittal reviews.

Task 14.3 – Requests for Information. AtkinsRéalis staff will review up to one hundred ten (110) individual contractor requests for information (RFIs). AtkinsRéalis assumes that RFIs will be electronic and review will occur through eBuilder or another District provided and maintained submittal management platform. AtkinsRéalis assumes that no more than 25 percent of the total RFIs will require re-submittal reviews.

Task 14.4 – Record Drawings. AtkinsRéalis staff will obtain, review, categorize, and incorporate Contractor's as-built redlines into native project files to create Project Record Documents (Drawings and Specifications). Quality control will be performed on these documents per AtkinsRéalis / project requirements. This task will commence upon Contract Closeout of the construction activities. AtkinsRéalis will prepare and deliver electronic and hard copy documents which includes Record Drawings and Specifications (.pdf), full size hard copy print (bond) of the Record Drawings, bound and individual CAD files (.dwg), individual Word specification files (.docx), and hard copy print of the Record Specifications

Task 15 – Contingencies. AtkinsRéalis suggests a contingency budget to cover supplemental services that may arise during design development, such as easement document preparation, additional potholes or soil borings, and other design elements as may be applicable to the identified work scope. Use of contingency funds would be subject to written approval by the District through task order authorization or other District mechanism. Contingent Services may include, but are not limited to:

- Additional engineering services required as directed by the District
- Public Outreach Program and Support
- Title Reports
- Preparation of Easements and Legal Descriptions

RATES AND FEES

The following individual billing rates by applicable title are proposed for the duration of these proposed services:

Principal/Vice President	360.00
Project Director/Technical Manager	330.00
Sr Project Manager/Sr. Eng. IV	240.00
Sr Engineer III	210.00
Sr Engineer II/Sr. Scientist	195.00
Sr. ROW Agent	180.00
Sr Engineer I/Landscape Arch./Eng. III	150.00
Engineer II/Sr. CAD/ROW Agent/Scientist	135.00
Engineer I	120.00
Survey Manager Sr Surveyor	210.00 195.00
Survey Tech	105.00
Survey Crew (2 person)	225.00
CAD	110.00
Admin	80.00
Intern	70.00

RATES AND FEES

Project Management	$351,946.69
Quality Assurance	$210,084.46
Survey and Right of Way	$85,389.00
Geotechnical	68,865.00
Environmental (T&M)	84,593.50
Utility Test Hole Investigation (T&M)	$10,712.70
30% Design	606,597.84
Technical Drainage Study	203,150.00
Computational Fluid Model	$7,189.03
60% Design	$863,967.24
100% Design	$806,550.54
Final Design	$420,796.00
Bid Phase Services (T&M)	$45,905.00
Engineering Services During Construction (T&M)	$574,433.00
SUBTOTAL	**$4,340,180.00**
Contingency	325,000.00
TOTAL	**$4,665,180.00**

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement between Kimley-Horn and Associates, Inc., and the District to provide professional design engineering and construction support services for the Las Vegas Boulevard Improvements, Phase III, for an amount not to exceed $1,471,800.

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:
Clark County Public Works (CCPW) intends to make roadway improvements on Las Vegas Boulevard between Sahara Avenue and the CC-215 Beltway (Project). The District, in its Las Vegas Boulevard Master Plan Report (Master Plan) dated September 23, 2015, identified distribution system improvements (Improvements) within Clark County. CCPW and District agree that it is advantageous to incorporate the Improvements as part of the Project.

On October 2, 2018, the Board of Directors approved an agreement with Kimley-Horn (2018 Agreement) for professional design services for the Project in coordination with CCPW's schedule for its improvements in Las Vegas Blvd. The 2018 Agreement has since expired. Additional work is required to complete the Project in conjunction with the final design of CCPW's improvements.

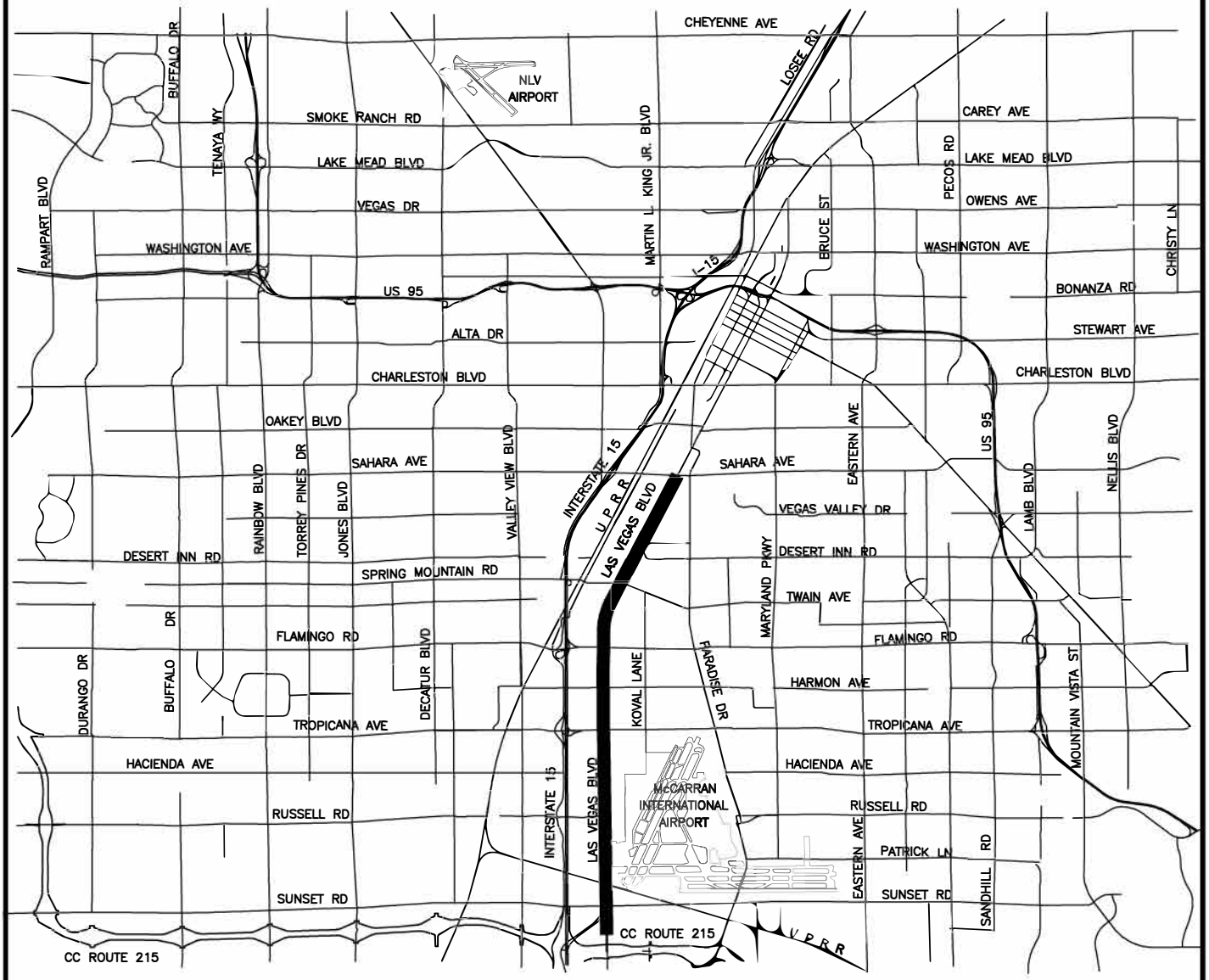
If approved, the attached Agreement to Provide Professional Services includes the terms and conditions necessary to complete professional design services required to prepare construction documents for the implementation of the Master Plan and provide construction phase services as dictated by CCPW roadway improvement contracts.

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

JJE:DJR:PJJ:RCP:kd
Attachments: Attachment, Disclosure, Agreement

AGENDA ITEM # **5**

ATTACHMENT A



LAS VEGAS VALLEY WATER DISTRICT CONCEPTUAL DRAWING

NOT TO SCALE	DRAWN BY: SDM EDITED BY: SDM ENGINEER: RCP	**LAS VEGAS BOULEVARD IMPROVEMENTS, PHASE III**

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:	118
Corporate/Business EntityName:	Kimley-Horn and Associates, Inc.
Doing Business As:	
Street Address:	421 Fayetteville Street, Suite 600
City, State, and Zip Code	Raleigh, North Carolina 27601
Website:	
Contact Name:	Richard Cook
Contact Email:	Richard.Cook@kimley-horn.com
Telephone No:	(919) 677-2000
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	6671 Las Vegas Boulevard South, Suite 320 89119
Local Website:	
Local Contact Name:	Aric Farnsworth
Local Contact Email:	Aric.Farnsworth@kimley-horn.com
Telephone No:	(702) 862-3600
Fax 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?	
Number of Board members/Officers?	
Number of Owners?	**0**

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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:	Chris Jones
Signer Title:	Senior Vice President
Signer Email:	Chris.jones@kimley-horn.com
Signed Date:	11/6/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

N – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

There is a relationship that the counterparty did not note, Alex Langen works for Kimley-Horn and is the child of our construction engineer, Michael Langen.

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.

	Pearson, Natalie	
Pearson, Natalie	Executive Assistant I	11/6/2025
Signature	Print Name/Title	Date

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 1000 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between Kimley-Horn and Associates, Inc., hereinafter called "CONSULTANT," and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called the "DISTRICT." The CONSULTANT and the DISTRICT are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "DISTRICT" also refers to staff of the DISTRICT acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, the DISTRICT desires to obtain professional services for District Project No. 2356L - Las Vegas Boulevard Improvements, Phase III (C1497), and

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

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

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

1) <u>SCOPE OF WORK:</u>

   a) The CONSULTANT shall provide any requested services, hereinafter referred to as "Work," as described and within the time indicated in Exhibit A, which is attached herewith and made a part of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.

   b) All Work performed shall be subject to the cost ceiling contained in "Limitation on Costs" hereof and subject to the DISTRICT's directions respecting priorities. The CONSULTANT will furnish all professional services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement.

   c) All of the Work shall be performed by the CONSULTANT or a subcontractor, subconsultant, or supplier ("Subcontractor") approved by the DISTRICT. The CONSULTANT shall submit to the DISTRICT all information necessary for the DISTRICT to review and approve the Subcontractor. The DISTRICT reserves the right to reject any proposed Subcontractor at its sole discretion.

   d) During performance of the Work under this Agreement, the CONSULTANT shall notify the DISTRICT of any Work deemed to be outside of the Scope of Work within fourteen (14) calendar days. The CONSULTANT shall not perform any Work outside of the Scope of Work without:

      i) For single project-based Scope of Work, an executed written amendment to this Agreement; and

      ii) For a task order-based Scope of Work, an executed written amendment to the task order at issue.

      Should the CONSULTANT proceed with any Work outside the Scope of Work without an executed written amendment, the CONSULTANT shall not be entitled to any additional payment for such Work.

   e) In performing the Work under this Agreement, the CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public

authority or agency. The CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Work to be performed hereunder.

f) The CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Work assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2) PERIOD OF PERFORMANCE:

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

3) COMPENSATION:

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

b) The CONSULTANT shall provide itemized monthly invoices for Work performed during the previous month. Invoices are to be submitted to the DISTRICT in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by the CONSULTANT shall be included.

c) The DISTRICT shall pay invoiced amounts from the CONSULTANT based on tasks completed as set forth in Exhibit A within thirty (30) calendar days after the date the invoice is received and approved by the DISTRICT.

d) The DISTRICT may dispute a payment or portion thereof that is due before or after the DISTRICT pays the invoice.

e) The DISTRICT shall have the right, in its sole discretion, to amend Exhibit A to move funds from one line item to another. That amendment to Exhibit A shall be documented in writing, and the DISTRICT shall provide a copy of the amended Exhibit A to the CONSULTANT.

4) LIMITATION ON COSTS:

The total cost of Work provided under this Agreement shall not exceed $1,471,800.

5) RESPONSIBILITIES OF CONSULTANT:

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

b) The CONSULTANT agrees that its officers and employees will cooperate with the DISTRICT in the performance of Work under this Agreement and will be available for consultation with the DISTRICT at such reasonable times with advance notice as to not conflict with their other responsibilities.

c) The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Work furnished by the CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Work, the

CONSULTANT shall follow practices consistent with generally accepted professional and technical standards exercised under similar circumstances by reputable members of CONSULTANT's profession in the same locality at the time the Services are provided.

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

   i) Permitted or required approval by the DISTRICT of any products or Work furnished by the CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.

   ii) The DISTRICT's review, approval, acceptance, or payment for any of the CONSULTANT's Work herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the DISTRICT caused by the CONSULTANT's performance or failures to perform under this Agreement.

e) All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by the CONSULTANT for the DISTRICT relating to the Work and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by the CONSULTANT to parties other than the DISTRICT shall become the property of the DISTRICT and shall be delivered to the DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. The CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by the DISTRICT. The DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.

f) The rights and remedies of the DISTRICT provided for under this paragraph are in addition to any other rights and remedies provided by law or under other paragraphs of this Agreement.

6) <u>RESPONSIBILITIES OF DISTRICT:</u>

a) The DISTRICT agrees that its officers and employees will cooperate with the CONSULTANT in the performance of the Work and will be available for consultation with the CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.

b) The Work performed by the CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by the DISTRICT's representative, Ryan Pearson, telephone number (702) 875-7064 or their designee. The DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

c) The DISTRICT shall assist the CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Work.

d) The CONSULTANT will not be responsible for accuracy of information or data supplied by the DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7) <u>TRUTH-IN-NEGOTIATION CERTIFICATION:</u>

Signing of this Agreement by the CONSULTANT shall constitute a truth-in-negotiation certification by the CONSULTANT that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of execution of this Agreement. The original

Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the DISTRICT determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the term of this Agreement.

8) INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

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

9) INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

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

a) All content developed on behalf of the DISTRICT, in whole or in part, solely or jointly by the CONSULTANT and all of the CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from the Work performed pursuant to, or arising out of the DISTRICT's engagement of the CONSULTANT, or previously conceived in anticipation of work to be performed in regard to the DISTRICT's engagement of the CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and the DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.

b) To the extent that the CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, the CONSULTANT hereby assigns, transfers, and conveys, all such Right to the DISTRICT.

c) The CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all of the Work Product and to allow the DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in "Intellectual Property Assignment".

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

10) INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT hereby sells, conveys, transfers and assigns to the DISTRICT all of the CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by the CONSULTANT or otherwise arising out of the CONSULTANT's Work and related content by and for the benefit of the DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to,

associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by the DISTRICT, for the DISTRICT's own use and benefit and for the use and benefit of the DISTRICT's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the CONSULTANT if this sale, conveyance, transfer and assignment had not been made.

11) INTERPRETATION:

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

12) CONFLICT OF INTEREST:

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

13) PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14) PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

a) No officer, employee, or member of the governing body of the DISTRICT shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b) The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of said Work, no person having any such interest shall be employed.

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

15) COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

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

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

16) INDEMNIFICATION:

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

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

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

17) SCHEDULE FOR PERFORMANCE OF WORK:

a) Time is of the essence in this Agreement.

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

18) INSURANCE:

a) General:

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

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

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

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

iv) If the CONSULTANT fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, the DISTRICT shall have the right, if the DISTRICT so chooses, to procure and maintain the required insurance in the name of the CONSULTANT with the DISTRICT as an additional named insured. The CONSULTANT shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event the CONSULTANT fails to pay the cost, the DISTRICT has the right to set-off any sums from the compensation due to the CONSULTANT set forth in this Agreement and directly pay for such coverage.

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

b) Evidence of Insurance:

i) The CONSULTANT's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

ii) Within ten (10) Business Days after the Effective Date, the CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of the DISTRICT, the CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement. For the purposes of this Agreement, the term Business Day

shall mean Monday through Thursday, excluding legal holidays recognized under NRS 236.015.

iii) Renewal certificates shall be provided to the DISTRICT not later than fifteen (15) calendar days prior to the expiration of policy coverage.

iv) All insurance policies shall require the insurer to provide a minimum of thirty (30) calendar days' prior notice to the DISTRICT for any material change in coverage, cancellation, or non-renewal, including, without limitation, for non-payment of premium.

c) Insurance Coverages:

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

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

iii) Workers' Compensation & Employers Liability Insurance: the CONSULTANT shall maintain statutory workers' compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance the CONSULTANT maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing the Work pursuant to this Agreement.

The CONSULTANT shall maintain employers' liability insurance with limits of $1,000,000 per accident and $1,000,000 for each employee for injury by disease. The CONSULTANT shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event the CONSULTANT is permissibly self-insured for workers' compensation insurance in the State of Nevada, the CONSULTANT shall deliver to the DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

iv) Professional Liability Insurance: the CONSULTANT shall maintain professional liability insurance applicable to the CONSULTANT's Work as set forth in this Agreement, with limits of not less than $1,000,000 for each occurrence and $1,000,000 policy aggregate. This coverage should be maintained for a period of not less than two (2) years after completion of the CONSULTANT's Work as set forth in this Agreement.

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

19) TERMINATION:

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

20) REVIEWS:

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

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

21) CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, the CONSULTANT may furnish the DISTRICT with information that the CONSULTANT has independently determined to be confidential under Nevada law and that the CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of the CONSULTANT that is disclosed to the DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by the CONSULTANT to the DISTRICT within thirty (30) calendar days of the disclosure. Confidential Information shall not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach of the DISTRICT; (b) the DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by the CONSULTANT; (c) is independently developed by the DISTRICT without the use of any Confidential Information; or (d) the DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

The DISTRICT and the CONSULTANT recognize the DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter the DISTRICT's duties thereunder or to require the DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. The DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If the DISTRICT's Office of General Counsel determines that any document or record supplied by the CONSULTANT and marked "confidential" is determined to be a public record the DISTRICT may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to the CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the DISTRICT will promptly forward the request to the CONSULTANT and work with the CONSULTANT in good faith to coordinate a response to the request and strive to prevent the disclosure of information considered confidential by the Nevada Public Records Act.

Further, the CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by the DISTRICT prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to the DISTRICT. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences. The CONSULTANT's use of Facility Information is governed in this Agreement's Data Privacy and Security Paragraph below.

22) USE OF MATERIALS:

a) The DISTRICT shall make available to the CONSULTANT such materials from its files as may be required by the CONSULTANT in connection with its performance of Work under this Agreement. Such materials shall remain the property of the DISTRICT while in the CONSULTANT's possession.

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

23) PROJECT MANAGEMENT INFORMATION SYSTEM TERMS OF USE:

a) The DISTRICT uses various project management information systems ("PMIS"). The DISTRICT will notify the CONSULTANT what PMIS the DISTRICT will be using for the management of this Agreement.

b) Due to the sensitive nature of information contained within the PMIS, the DISTRICT requires that the CONSULTANT agree to the PMIS terms of use. By entering into this Agreement, the CONSULTANT agrees to be bound by and to bind its employees to the following terms of use ("Terms of Use").

i) Access to PMIS provided by the DISTRICT is for authorized users and organizations only. To protect this software from unauthorized use and to ensure that the software functions properly, activities on PMIS and use of this application, related data, and/or related services (collectively "PMIS Services") are monitored and recorded and subject to audit.

ii) The CONSULTANT and its employees will abide by the typical use of protected applications/software, including but not limited to:

(1) Authorized users cannot give out their login information to another party.

(2) Authorized users shall notify the DISTRICT within two (2) Business Days of any changes in their employment to allow for an appropriate adjustment in their access privileges.

(3) Access to PMIS will be revoked upon completion of the Work, termination of the Agreement, or the individual user's separation from performing duties associated with the Work, whichever comes first.

(4) These PMIS Services are provided for the convenience of contractors and engineering firms. The DISTRICT is not responsible for any issues created by a malfunction of these PMIS Services.

(5) The CONSULTANT agrees to use PMIS for work related content. The use of PMIS as a document management system to store unrelated documents or files is expressly prohibited.

(6) The CONSULTANT agrees not to remove or modify any copyright or other intellectual property notices that appear in PMIS or associated PMIS Services.

iii) The CONSULTANT agrees not to use the PMIS Services in any way that is unlawful, or harms the DISTRICT, its service providers, suppliers or any other user. The CONSULTANT agrees not to use the PMIS Services in any way that breaches any other policy or notice on the PMIS Services. The DISTRICT's failure to act with respect to a breach by the CONSULTANT or others does not waive its right to act with respect to subsequent or similar breaches.

iv) NO WARRANTY. The DISTRICT provides the PMIS Services "As Is," "With All Faults" and "As Available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with the CONSULTANT, to the maximum extent permitted by applicable law. The DISTRICT and its suppliers make no representations, warranties or conditions, express or implied. The DISTRICT and its suppliers expressly disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (1) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, no encumbrances, no liens and non-infringement; (2) warranties or conditions course of dealing or usage of trade; and (3) warranties or conditions of uninterrupted or error-free access or use.

v) LIABILITY LIMITATION; EXCLUSIVE REMEDY. In addition to applicable Nevada laws regarding sovereign immunity, in no event will the DISTRICT or any supplier be liable for any damages including, without limitation, any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these Terms of Use or the CONSULTANT's use of the PMIS Services, even if such party has been advised of the possibility of such damages. The exclusion of damages under this paragraph is independent of the user's exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract; (2) breach of warranty; (3) negligence; or (4) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If the CONSULTANT has any dispute or claim against the DISTRICT or its suppliers with respect to these Terms of Use or the PMIS Services, then the CONSULTANT's sole and exclusive remedy is to discontinue using the PMIS Services.

vi) The DISTRICT reserves the right to change the Terms of Use and will provide notice of any change to the CONSULTANT. Continued use of the PMIS Services after the effective date of such changes will constitute acceptance of and agreement to any such changes. The DISTRICT may change, suspend, or discontinue the PMIS Services associated with PMIS at any time without notice to all or selected users. The DISTRICT may assign these Terms of Use, in whole or in part, at any time with or without notice to the CONSULTANT. The CONSULTANT may not assign these Terms of Use, or assign, transfer or sublicense its rights, if any, in the PMIS Services.

vii) These Terms of Use are governed by the laws of the State of Nevada, without giving effect to its conflict of laws provisions. The CONSULTANT agrees to submit to exclusive jurisdiction and venue in the state and federal courts sitting in Clark County, Nevada, for any and all disputes, claims and actions arising from or in connection with the Services and/or these Terms of Use.

viii) If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

ix) Except as expressly stated herein, these Terms of Use constitute the entire agreement between the DISTRICT and the CONSULTANT with respect to the PMIS Services and supersede all prior or contemporaneous communications of any kind between the DISTRICT and the CONSULTANT with respect to the PMIS Services.

x) The PMIS Services are subject to the intellectual property rights of the DISTRICT and to the Nevada public records law.

24) <u>DATA PRIVACY AND SECURITY:</u>

c) During the course of this Agreement, the CONSULTANT will create, receive, or have access to the District's Facility Information and the Facility Information of the Southern Nevada Water Authority ("Authority"). Facility Information means drawings, maps, plans, or records that reveal the District's

or the Authority's critical infrastructure of primary buildings, facilities and other structures used for storing, transporting, or transmitting water or electricity, other forms of energy, fiber optic cables, or vertical assets used for the transmission or receipt of data or communications used by the District and the Authority. Facility Information is deemed to be Confidential Information of the District and the Authority.

d) The CONSULTANT shall:

i) Keep and maintain all Facility Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including, at a minimum, strong password protection and encryption for data at rest and in transit on any network;

ii) Ensure that all Facility Information is stored only in data center(s) that are subject to United States federal jurisdiction;

iii) Not create, collect, receive, access, or use Facility Information in violation of law;

iv) Use and disclose Facility Information solely and exclusively for the purposes of providing Work under this Agreement;

v) Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Facility Information for their own purposes or for the benefit of anyone other than the DISTRICT without the DISTRICT's prior written consent;

vi) Not, directly or indirectly, disclose Facility Information to any person other than its Authorized Persons, without the DISTRICT's prior written consent. Authorized Persons means the CONSULTANT's employees, contractors, subcontractors, consultants, subconsultants, agents, or auditors who have a need to know or otherwise access Facility Information to enable the CONSULTANT to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Facility Information in accordance with the terms and conditions of this Agreement; and

vii) Prior to disclosure of Facility Information to any Authorized Persons, ensure that those Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security Paragraph. The CONSULTANT acknowledges that it will be liable to the DISTRICT for any and all damages the DISTRICT incurs from the CONSULTANT's failure to ensure that its Authorized Persons are contractually bound to comply with all provisions of this Data Privacy and Security Paragraph.

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

f) Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by the CONSULTANT or by the DISTRICT to the extent that the CONSULTANT has access to the DISTRICT's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

g) The CONSULTANT shall:

i) Notify the DISTRICT of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the CONSULTANT becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the DISTRICT's contacts listed in the Notices Paragraph below;

ii) At its own expense, coordinate and fully cooperate with the DISTRICT in the DISTRICT's handling of the matter;

iii) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

iv) Maintain and preserve all documents, records, and other data related to any Security Breach; and

v) Reimburse the DISTRICT for all actual costs incurred by the DISTRICT in responding to and mitigating damages caused by any Security Breach.

h) The CONSULTANT acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Paragraph may cause the DISTRICT irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the DISTRICT is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the DISTRICT may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

i) The CONSULTANT has completed and provided to the DISTRICT the Business Partner Security Checklist providing accurate information on its security program including appropriate policies and procedures. The CONSULTANT agrees to maintain a comparable or better information security program to that disclosed in the Business Partner Security Checklist throughout the course of this Agreement that is reviewed for new risk assessments at least annually.

j) The CONSULTANT shall implement the administrative, physical and technical safeguards disclosed in the Business Partner Security Checklist to protect Facility Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than the current version of the CIS Controls as published by the Center for Internet Security, Inc., or its successor organization, or corresponding standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce, and shall ensure that all such safeguards, including the manner in which Facility Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

k) The CONSULTANT shall return, destroy, or otherwise appropriately disposition any written or digital data and copies thereof upon the termination or completion of this Agreement, or as otherwise provided by law.

25) RECORDS:

The CONSULTANT shall retain financial and other records related to this Agreement for six (6) years after the completion or termination of this Agreement, and shall make available to the DISTRICT for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

26) ASSIGNMENT:

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

27) SEVERABILITY:

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

28) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

a) The CONSULTANT and any subcontractor working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Work provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.

b) The CONSULTANT recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the DISTRICT may declare the CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

29) EQUAL EMPLOYMENT OPPORTUNITY:

a) The CONSULTANT and any subcontractor working under the authority of the CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Work provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, the CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

b) The CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to the DISTRICT upon the DISTRICT's request. The CONSULTANT is solely liable for failure to comply with this provision.

30) APPLICABLE LAW:

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

31) VENUE:

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

32) ATTORNEY'S FEES:

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

33) NO THIRD-PARTY RIGHTS:

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

34) WAIVER:

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

35) CAPTIONS:

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

36) COUNTERPARTS:

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

37) INTEGRATION:

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

38) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CONSULTANT or the DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CONSULTANT:	Kimley-Horn and Associates, Inc. Attention: Aric Farnsworth 6671 Las Vegas Boulevard South, Suite 320 Las Vegas, NV, 89119 aric.farnsworth@kimley-horn.com
To DISTRICT:	Las Vegas Valley Water District Attention: Ryan Pearson 1001 South Valley View Boulevard Las Vegas, Nevada 89153 pearsonr@lvvwd.com
With copy to: (excluding invoices)	Las Vegas Valley Water District Attention: General Counsel 1001 South Valley View Boulevard, MS 475. Las Vegas, Nevada 89153 generalcounsel@lvvwd.com

When notice is given by mail, it shall be deemed served three (3) Business Days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be

deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next Business Day following the email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

39) AMENDMENT:

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

40) AUDITS:

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

41) SURVIVAL:

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

42) FORCE MAJEURE:

a) A Force Majeure Event is defined as an act beyond the affected Party’s reasonable control, including: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (4) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; and (5) industry-wide strikes with a direct impact on this Agreement. The CONSULTANT’s economic hardship and changes in market conditions are not considered Force Majeure Events.

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

c) Where the CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and the CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be the CONSULTANT’s sole and exclusive remedy for such delay, and the CONSULTANT shall not be entitled to an increase in the sums due under this Agreement. The CONSULTANT shall provide a revised schedule for performance in accordance with ”Schedule for Performance of Work”.

d) The Party suffering a Force Majeure Event shall give notice within five (5) calendar days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to

continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

43) COMPANIES THAT BOYCOTT ISRAEL:

The CONSULTANT certifies that it is not engaged in, and agrees for the duration of the Agreement and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a non-discriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

44) DISCLOSURE OF NO EMPLOYEE/OFFICIAL RELATIONSHIP AND NO EMPLOYEE/OFFICIAL OWNERSHIP/INVOLVEMENT:

The CONSULTANT affirms that:

a) No individuals holding more than five (5) percent ownership or financial interest in the CONSULTANT have a relationship with any employee or official of the DISTRICT by first or second blood relatives or by marriage. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).

b) One employee of the DISTRICT is related to an employee of the CONSULTANT by first or second blood relatives or by marriage. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree). This disclosure is more fully addressed in Exhibit B.

c) No employee or official of the DISTRICT has any ownership or financial interest in the CONSULTANT exceeding five (5) percent.

d) No employee or official of the DISTRICT has any involvement with the negotiation of this Agreement on behalf of the CONSULTANT or involvement in the day-to-day activities of the CONSULTANT.

45) ELECTRONIC SIGNATURES:

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

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

Kimley-Horn and Associates, Inc.	**Las Vegas Valley Water District**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

SCOPE OF WORK

- TASK 1: Project Management, Coordination, & Agency Submittals

  A. Task 1.1 - Coordination Services - Kimley-Horn will coordinate with Clark County Public Works (CCPW), CCPW's engineering consultant, and other stakeholders to deliver the Project according to the program schedule, phasing, and sequencing established by CCPW. This coordination includes preparation for and participating in meetings between Kimley-Horn and CCPW's design consultant, meetings between Kimley- Horn and LVVWD and/or CCPW staff, to share and review files, discuss design impacts, coordinate solutions to design conflicts, discuss contract requirements, and cooperatively prepare bidding documents. Kimley-Horn will provide administrative and project management services throughout the project. These services will include direction of internal resources, coordination of subconsultants, management of the project budget, preparation for and attendance at project meetings, invoicing, monthly reporting, coordination of submittals and reviews, and general oversight of the design.

  B. Task 1.2 - Agency Submittals - Kimley-Horn will prepare, submit, and coordinate responses to comments provided by LVVWD at each progress design submittal. Kimley-Horn will also coordinate with franchise utilities and local agencies to obtain as-built drawings, redlines, and signature approvals on drawings prepared by Kimley-Horn under this scope of services. This task includes an allowance for Kimley-Horn to manage the stopping, rephasing, and re-starting of work in progress.

- TASK 2 – Engineering Services During Construction (ESDCs)

  A. Task 2.1 - Submittal Review – Kimley-Horn will manage, review, and respond to technical submittals and/or shop drawings, and indicate whether the submitted products or technical information conform with the contract documents and other associated Las Vegas Valley Water District standards, specifications, and literature.

     a. Task 2.1.1 - Phase C/D, this task includes review and response technical submittals, including both review of original submittals and re-review of revised submittals.

     b. Task 2.1.2 - Phase G, this task assumes review and response to up to 360 technical submittals, including both review of original submittals and re-review of revised submittals. The 360 assumes 120 submittals for each of the sub-phases of Phase G.

  B. Task 2.2 – Record Drawings - Kimley-Horn will incorporate Contractor and Client-provided as-built mark ups into the drawings for the purpose of documenting the actual built work "as constructed". Kimley-Horn will prepare a final record drawings submittal and provide to the Client for use in recording the project into the Client's asset management system ("Red Eye"). This task includes preparation of record drawings for Phase B, Phase E/F, Phase C/D and Phase G.

  C. Task 2.3 – Status Meetings - Kimley-Horn will attend up to 80 weekly virtual status meetings with the Client's project team during construction. The purpose of these meetings will be to discuss current construction issues, action items, RFIs and possible solutions, submittals, and CCAs. The meeting will be attended by up to two (2) members of Kimley-Horn's design team. Kimley-Horn will also attend up to 160 weekly construction meetings and/or pre-activity meetings. Kimley-Horn's attendance at this meeting will be to aid in communicating design intent to the Contractor, interpret the drawings and specifications, and stay up to date with construction issues, and upcoming actions needed by Kimley-Horn. Construction

meetings are to be attended by one (1) member of Kimley-Horn's design team.

D. Task 2.4 – Construction Change Authorizations and Requests for information - Kimley-Horn will review, comment on, and when appropriate, sign Construction Change Authorization (CCA) requests. This task assumes 30 CCAs, regardless of phase. Also under this task, Kimley-Horn will review and respond to up to 150 Contractor Requests for Information (RFIs), regardless of phase. Kimley-Horn's response to RFIs will include preparation of a written response and accompanying exhibits as necessary. Draft responses will be distributed to LVVWD staff for review and comment prior to submission back to the Contractor.

- TASK 3 – Phase G Waterline Design

A. Task 3.1 – Updating Vertical Control - Kimley-Horn will coordinate with CCPW to obtain and introduce new topographic survey information into the drawings to reconcile elevation differences observed between the original aerial mapping and the field conditions encountered during construction of previous phases. New topographic information is to be provided by others.

B. Task 3.2 – Verification of Existing Utilities - Kimley-Horn will review utility as-built drawings, previously completed exploratory potholes, and other available records to verify and adjust the elevations of known / found utilities in the drawings once a new surface and surface profile are introduced into the design. Once the depth and/or elevation of existing utilities has been updated, Kimley-Horn will coordinate with LVVWD to discuss any changes or updates that have occurred during the period that this phase of the project has been on hold. Kimley-Horn will identify specific service lateral requirements, operations and maintenance requirements, and will coordinate with CCPW's consultant to evaluate and accommodate any specific stakeholder needs, if possible.

C. Task 3.3 – Verify Waterline Profile - Kimley-Horn will reassess the vertical design of the pipeline and re- design as required to prevent conflicts with existing utilities, comply with LVVWD design standards, promote constructability, and optimize ease of future operations and maintenance. This assessment will be completed for the entire 24-inch mainline, and all laterals.

D. Task 3.4 – Phased Delivery of Phase G – Kimley-Horn will deliver Phase G in three (3) separate bid packages, consistent with CCPW's current planned delivery model. Each package will consist of engineering drawings, technical specifications, calculations, and one (1) Engineer's Opinion of Probable Construction Costs (OPCC). Kimley-Horn will facilitate the submission of each package to the LVVWD Engineering Design Division as well as to LVVWD Plan Review through the Digital Plan Submittal (DPS) portal. Kimley-Horn will also submit each package to the Nevada Division of Environmental Protection (NDEP) for review and approval. This scope includes responding to one round of reasonable comments from NDEP. This scope assumes that the phase break lines between the three segments will be identified prior to commencing work on this task, and that no changes will be made to the location of break lines.

- ADDITIONAL SERVICES

Additional services can be provided, if requested and authorized by a signed contract modification. Such additional services include any services which are not explicitly provided for in the above scope. The list below identifies a few examples of related services which are not included in this scope, but are available should the Client need them:

- Engineering services due to project scope changes
- Revising drawings or documents when such revisions are inconsistent with prior instructions or approvals
- If the work is either put on hold or the schedule is extended for reasons beyond Kimley-Horn's control then the Consultant reserves the right to renegotiate fees to account for escalation due to changes in billing rates, additional coordination, management, processing, restarting, etc.
- Geotechnical engineering
- Electrical engineering
- Structural engineering
- Boundary & Record of Survey
- Preparation of easement legal descriptions
- Subsurface Utility Engineering (including potholing)

RATES AND FEES

Project Management, Coordination & Agency Submittals	$153,000
Engineering Services During Construction	$720,000
Phase G	$465,000
SUBTOTAL	**$1,338,000**
Contingency	$133,800
FINAL TOTAL	**$1,471,800**

EXHIBIT B

Disclosure of Relationship/Ownership/Involvement and Remedy

Disclosure of Relationship:

One of the CONSULTANT's employees has a relationship with an employee of the DISTRICT by first or second blood relatives or by marriage. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).

Name of Business Owner/Principal	**LVVWD/SNWA/SSEA Employee/Official Name and Job Title**	**Business Owner/Principal Relationship to LVVWD/SNWA/SSEA Employee/Official**	**LVVWD/SNWA/SSEA Employee's/Official's Department**
Alex Langen	Michael Langen	Child	Engineering

Disclosure of Ownership/Involvement:

An employee(s) or official(s) of the DISTRICT has an ownership or financial interest in the CONSULTANT exceeding five percent, has involvement with the negotiation of the Agreement, or has involvement in the day-to-day activities of the CONSULTANT.

LVVWD/SNWA/SSEA Employee's/Official's Name	**LVVWD/SNWA/SSEA Employee's/Official's Job Title and Department**	**LVVWD/SNWA/SSEA Employee's/Official's Ownership/Financial Interest**	**LVVWD/SNWA/SSEA Employee's/Official's Involvement in the Negotiation of the Agreement or Day-to-Day Activities**
N/A			

Remedy:

Describe the efforts taken to screen or wall off the employee(s) or official(s) of the DISTRICT from the negotiation of and performance under the Agreement. Or, if no remedy is needed, please describe the reasons why.

The District employee works in a separate Engineering Division than the Division that is putting forth this Agreement. The District employee has not had any part of the negotiation of this Agreement and will not be a part of the management of or payment for the work under this Agreement.

Michael Langen

_____
Construction Engineer
Dated this ___ day of _____, 20__.

Kimley-Horn and Associates, Inc.

_____
Print Name:
Print Title:
Dated this ___ day of _____, 20__.

Shannon Ono

_____
Construction Division Manager
Dated this ___ day of _____, 20__.

Las Vegas Valley Water District

_____
John J. Entsminger
General Manager
Dated this ___ day of _____, 20__.

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a master sales agreement between Itron, Inc., and the District for the purchase, maintenance, and support of advanced metering infrastructure systems for a five-year term and five optional one-year renewal terms, for an amount not to exceed $6,000,000 for the first year and annual increases of up to 10 percent for each additional year of the agreement.

Fiscal Impact:
Funds requested for current year expenditures are available in the District's Operating and Capital Budgets. Funds for future year expenditures will be budgeted accordingly.

Background:
Since 2011, Itron, Inc. (Itron), has been a technology partner with the District for meter-related systems. The District uses multiple technologies from Itron throughout the organization. Advanced metering infrastructure (AMI) is powered by the Itron Choice Connect system. The District collects approximately 10.8 million data points each day through AMI. This data is used across multiple departments within the District, supporting daily operations in Water Resources, Infrastructure Management, Public Services, and Customer Care & Field Services.

If approved, the attached Master Sales Agreement (Agreement) includes the terms and conditions for Itron to provide the District the continued supply, support, and maintenance of AMI systems for an initial term of five years and up to five optional one-year renewal terms. The cost of this Agreement will not exceed $6,000,000 in the first year with increases of up to 10 percent per contract year thereafter.

This Agreement is being entered into pursuant to NRS 332.115(1)(a), (g), and (h); and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

JJE:DOA:JCD:DAD:em
Attachments: Disclosure, Agreement

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:	Publicly Traded Corporation
Business Designation Group:	
Number of Clark County Residents Employed:	8
Corporate/Business EntityName:	Itron, Inc
Doing Business As:	
Street Address:	2111 North Molter Rd.
City, State, and Zip Code	Liberty Lake, Washington 99019
Website:	
Contact Name:	Yvonne Tanak
Contact Email:	yvonne.tanak@itron.com
Telephone No:	(509) 924-9900
Fax 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? **No**

Number of Board members/Officers?

Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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)?

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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:	Lauren Gilmore
Signer Title:	Director Global Talent Acquisition
Signer Email:	lauren.gilmore@itron.com
Signed Date:	10/29/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

	Champaneri, Chetan	
Champaneri, Chetan	Purchasing Supervisor	10/29/2025
Signature	Print Name/Title	Date

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

Set forth below are the names, ages, and titles of our executive officers as of February 25, 2025.

Name	Age	Position
Thomas L. Deitrich	58	President and Chief Executive Officer
Joan S. Hooper	67	Senior Vice President and Chief Financial Officer
Laurie A. Hahn	57	Senior Vice President, Human Resources
Justin K. Patrick	52	Senior Vice President, Device Solutions
John F. Marcolini	52	Senior Vice President, Networked Solutions
Donald L. Reeves	57	Senior Vice President, Outcomes
Christopher E. Ware	56	Senior Vice President, General Counsel and Corporate Secretary
David M. Wright	55	Vice President, Corporate Controller and Chief Accounting Officer

Thomas L. Deitrich is President and Chief Executive Officer and a member of our Board of Directors. Mr. Deitrich was appointed to his current position and to the Board of Directors in August 2019. Mr. Deitrich joined Itron in October 2015, serving as Itron's Executive Vice President and Chief Operating Officer until his promotion to CEO. From 2012 to September 2015, Mr. Deitrich was Senior Vice President and General Manager for Digital Networking at Freescale Semiconductor, Inc. (Freescale), and he served as the Senior Vice President and General Manager of Freescale's RF, Analog, Sensor, and Cellular Products Group from 2009 to 2012. Mr. Deitrich had other roles of increasing responsibility at Freescale from 2006 to 2009. Prior to Freescale, Mr. Deitrich worked for Flextronics, Sony-Ericsson/Ericsson, and GE. Mr. Deitrich is a director of ON Semiconductor Corporation, a NASDAQ listed company.

Joan S. Hooper is Senior Vice President and Chief Financial Officer. Ms. Hooper was appointed to this role in June 2017. Prior to joining Itron, Ms. Hooper was Chief Financial Officer of CHC Helicopter from 2011 to July 2015. Following Ms. Hooper's departure from CHC, CHC filed a voluntary petition of relief under Chapter 11 of the U.S. Bankruptcy Code in May 2016, and CHC emerged from bankruptcy in March 2017. Prior to CHC, she held several executive finance positions at Dell, Inc. from 2003 to 2010, including Vice President and Chief Financial Officer for its Global Public and Americas business units, Vice President of Corporate Finance and Chief Accounting Officer.

Laurie A. Hahn is Senior Vice President, Human Resources. Ms. Hahn has more than 30 years of experience as a senior human resource professional. Ms. Hahn was promoted to this role in April 2023. In this role, Ms. Hahn is responsible for Itron's HR operations, in-business HR, talent acquisition, compensation and benefits, inclusion and diversity, learning and development, and health, safety, and environment functions. Ms. Hahn joined Itron in February 2016 and has served in several in-business HR positions. Prior to joining Itron, Ms. Hahn held multiple global HR leadership positions with Motorola and Freescale Semiconductor. Ms. Hahn holds a BA in English and a Masters in Instructional Design, both from The University of Texas. Ms. Hahn is a member of the Chancellor's Counsel at the University of Texas, which advocates for higher education and health care.

Justin K. Patrick is Senior Vice President, Device Solutions, where he is responsible for Itron's strategy to become a leading global provider of measurement, safety, and operational devices for utilities and cities. Mr. Patrick joined Itron in January 2020. From 2018 to 2020, Mr. Patrick was Vice President & General Manager, Residential Products at Johnson Controls International (JCI). Before that role, he was Vice President & General Manager, Variable Refrigerant Flow Systems and Ductless from 2014 to 2017, and Director, Channel Strategy and Marketing from 2010 to 2014 at JCI. Prior to his time at JCI, Mr. Patrick held a sales leadership role at the Auer Steel and Heating Supply Company, and at Carrier Corporation he had roles of increasing responsibility culminating in general management. Prior to his civilian career, Mr. Patrick served as a Surface Warfare Officer in the United States Navy.

John F. Marcolini is Senior Vice President, Networked Solutions, where he is responsible for product development, marketing, and overall strategy for Itron's global networking platforms and smart cities strategy and solutions. Mr. Marcolini was appointed to this role in July 2020. Mr. Marcolini joined Itron in January 2018 as part of Itron's acquisition of SSNI as the Vice President of product management, responsible for product strategy and lifecycle management across Itron's smart energy, smart city and IIoT portfolios. He has more than 20 years of product management, business development, and customer delivery experience with deep technical knowledge of networking, radio frequency technologies, and IIoT. Mr. Marcolini has also spent many years working with utility customers to deliver and implement complex product deployments.

Donald L. Reeves is Senior Vice President, Outcomes, where he is responsible for Itron's software and services offerings, delivery teams, managed services operations, and customer support. Mr. Reeves was appointed to this role in September 2019. Mr. Reeves joined Itron in January 2018 as part of Itron's acquisition of SSNI, and, from 2016 to 2018, he was SSNI's Chief Technology Officer. From 2005 to 2016, Mr. Reeves held several managed services and engineering positions at SSNI. Prior to joining SSNI, Mr. Reeves served as Vice President of Engineering at Black Pearl from 2003 to 2004 and was Vice President of Engineering at Commerce One from 2001 to 2003, and prior to that held leadership positions at several startup technology companies.

Christopher E. Ware is Senior Vice President, General Counsel and Corporate Secretary. Mr. Ware has more than 25 years of experience as a senior legal advisor and business executive. He joined Itron in March 2021 as Associate General Counsel and Chief Compliance Officer. In March 2022, he was promoted to Vice President, Legal and Corporate Secretary and then to Senior Vice President in March 2023. He is responsible for Itron's corporate governance, business legal solutions, compliance and litigation and intellectual property development and protection. Before joining Itron, Mr. Ware served as Executive Director and General Manager - Parts at Johnson Controls International (JCI) from 2018 to 2021. Before that position, Mr. Ware occupied numerous senior legal roles within JCI from 2011 to 2018. He also held roles in the U.S. Attorney's Office, Department of Justice, and several private law firms.

David M. Wright is Vice President, Corporate Controller and Chief Accounting Officer. He was appointed as Chief Accounting Officer in September 2024, and he is responsible for the company's global accounting. Mr. Wright rejoined the Company in September 2018 and has served as Vice President and Corporate Controller beginning in May 2019. He began his career in Deloitte's external audit practice, from 1997 to 2008. He originally joined Itron in October 2008 as Assistant Controller for Technical Accounting followed by roles of increasing responsibility. He served as VP - Accounting, Tax, and External Reporting at Red Lion Hotels Corporation from December 2015 to February 2018 and was interim CFO from April 2016 to April 2017. Mr. Wright is a Certified Public Accountant licensed in the State of Washington.

MASTER SALES AGREEMENT

This Master Sales Agreement (this "Agreement") is made between **Itron, Inc.**, a public corporation organized under the laws of **Washington** having an address at 2111 N. Molter Road, Liberty Lake, WA 99019, USA ("**Itron**") and **Las Vegas Valley Water District**, a political subdivision of the State of Nevada, having an address at 1001 S. Valley View Blvd., Las Vegas, NV 89107 ("**Customer**") on December 31, 2025, as the ("**Effective Date**"). Itron and Customer are referred to individually as a "**Party**" and collectively as the "**Parties**".

General Terms and Conditions

1 Introduction

1.1 Scope and Structure

This Agreement applies to certain products and services provided by Itron to Customer and consists of these General Terms and Conditions, Addenda, Order Documents and Statements of Work. The Addenda, Order Documents and Statements of Work form integral parts of this Agreement as if fully set forth in this Agreement, and all provisions appearing therein shall be deemed to be incorporated into and made a part of this Agreement.

1.2 General Terms and Conditions

These General Terms and Conditions contain terms and conditions that are generally applicable to all products and services provided by Itron to Customer under this Agreement.

1.3 Addenda

Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule to these General Terms and Conditions. After the Effective Date, the Parties may add Addenda to this Agreement by written amendment signed by the Parties.

1.4 Order Documents

Order Documents contain Fees, any related Statements of Work, and supplemental terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule to these General Terms and Conditions. After the Effective Date, the Parties may add additional Order Documents. Any additional Order Documents must be signed by the Parties to be effective.

1.5 Order of Precedence

If there is any inconsistency between an Order Document and these General Terms and Conditions, these General Terms and Conditions shall control, unless expressly stated otherwise in the Order Document. Each Order Document must be signed by an authorized representative of Customer to be binding.

1.6 Purchase Order Requirement

Customer shall purchase or license products and services described in each Order Document or Statement of Work under this Agreement by issuing a purchase order or similar ordering document ("**Purchase Order**") indicating specific products and services, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and expressly referencing the terms of this Agreement. No Purchase Order is binding on the Parties unless signed by both Parties by a person authorized to bind the signing Party. Once signed by the Parties, no Purchase Order may be cancelled, rescheduled, or otherwise modified without the written consent of both Parties by persons authorized to act on behalf of both Parties. The Parties agree that the terms of this Agreement shall apply to all Purchase Orders. Accept as specifically provided in this Agreement, the Parties hereby reject any additional or inconsistent terms of any Purchase Order or other correspondence or documentation submitted by either Party.

2 Definitions

The following defined terms are used throughout this Agreement. Additional terms may be defined in Addenda, Order Documents and Statements of Work.

Affiliate means any legal entity that, as of the Effective Date, directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement . In the case of Itron, "control" means ownership of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity. In the case of Customer, "control" means having the authority, by contract or delegation by a governmental subdivision of the State of Nevada, to act on behalf of the Affiliate.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, costs, expenses (including reasonable attorney's fees), and/or other relief. For clarification, Claim does not include a government or regulatory action.

Confidential Information means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Confidential Information of each Party includes the terms and conditions of this Agreement, as well as business and marketing plans, pricing, technology and technical information, trade secrets, product plans and designs, Critical Infrastructure, and business processes disclosed by such Party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information, or (v) is a public record as defined by Nevada Revised Statutes Section 239 and is subject to disclosure pursuant to the Nevada Public Records Act.

Critical Infrastructure means, among other things, drawings, maps, plans or records that reveal the critical infrastructure of primary buildings, facilities and other structures used for storing, transporting or transmitting water or electricity, natural gas or other forms of energy, fiber optic cables, microwave towers or other vertical assets used for the transmission or receipt of data or communications used by response agencies and public safety and public health personnel.

Customer Data means all data about Customer's end users, including end users of Customer that Itron acquires, develops, or derives in connection with the performance of services under this Agreement, including but not limited to, meter reading data and any data analyzed or processed by Customer Software. Customer Data may include Personally Identifiable Information relating to a Customer end user, which is not generally available to the public. All Customer Data is owned by Customer. Customer Data does not include Deidentified Data.

Customer Developed Software means the software tool developed or used by Customer to analyze and process data, which is independent of any Itron Service Offering listed on an Order Document. An example of Customer Developed Software includes the LVVWD Machine Learning Tool ("MLT"), developed to utilize machine learning algorithms that are trained on meter reading information. MLT infers watering patterns to help identify potential violations or leaks and, it uses probability to leverage readings from multiple timeframes to detect patterns. MLT modeled outcomes are then used to send directed communication to LVVWD customers to prevent excessive water bills and to conserve water.

Deidentified Data means information derived from Customer Data or Customer's use of the Products or Services from which Personally Identifiable Information and other identifiers have been removed or anonymized and information that cannot reasonably be used to infer information about a Customer end user or Customer's Critical Infrastructure and Customer employees.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other documentation relating to products and services offered by Itron, which Itron has made available to Customer.

Fees means all amounts to be paid to Itron by Customer under this Agreement.

Intellectual Property means all worldwide rights, title and interest in or relating to any intellectual property or industrial property, whether protected, created or arising under the laws of any jurisdiction, including: (i) all patents, utility models and industrial design registrations and all applications for any of the foregoing (including all continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations, substitutions, additions, extensions, inventor's certificates and any foreign equivalents of any of the foregoing), (ii) all trademarks, service marks, brand names, trade dress, logos, corporate names, trade names, and other source of business identifiers and general intangibles of a like nature, in each case, together with all goodwill, registrations and applications for registration, extensions and renewals related to any of the foregoing, (iii) all copyrights and works of authorship, in each case, whether or not registered or published, and all registrations, applications, reversions, extensions and renewals for any of the foregoing, and all moral rights, however denominated, (iv) all Internet domain names, and (v) all trade secrets, and other know-how, ideas, technology, software, discoveries, improvements, formulae, confidential and proprietary information, technical information, techniques, inventions, designs, drawings, procedures, processes, methods and models, in each case, whether or not patentable or copyrightable.

Order Document means (i) any document attached hereto and identified as an Order Document on the Attachment Schedule to these General Terms and Conditions on the Effective Date, and (ii) any other document identified as an Order Document that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is signed by the Parties after the Effective Date.

Personally Identifiable Information means information about an individual, including any information that can be used to reveal an individual's identity or that is linkable to an identifiable individual.

Statement of Work or **SOW** means any document identified as a Statement of Work and describing professional services to be provided by Itron that (i) is attached to an Order Document, or (ii) references this Agreement and is signed by the Parties.

Territory means the country in which Itron delivers products and services to Customer.

3 Term

The initial term of this Agreement begins on the Effective Date and expires five (5) years following the Effective Date. Thereafter, the term of this Agreement will automatically renew for five successive one (1) year periods, unless either Party provides the other with written notice of its intent not to renew at least three hundred and sixty-five (365) days prior to commencement of the next renewal period. Any in-process Statements of Work and any accepted Purchase Orders as of the expiration date of this Agreement shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion. This section is subject to Section 11 ("Termination") of these General Terms and Conditions.

4 Warranties and Disclaimer.

All warranties relating to products and services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY ITRON UNDER THE APPLICABLE ADDENDUM OR ORDER DOCUMENT, ITRON MAKES NO WARRANTY OF ANY KIND RELATING TO PRODUCTS AND SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING: (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND (III) WARRANTIES ARISING FROM STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. ITRON AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT PRODUCTS OR SERVICES WILL BE FREE FROM BUGS OR ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED. ITRON ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION VIA CUSTOMER OR THIRD-PARTY WIDE-AREA NETWORK (WAN), CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DISCONTINUANCE, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT (UNLESS CAUSED BY A DEFECTIVE PRODUCT). THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, VENDOR WARRANTS THAT ALL SERVICES (INCLUDING SAAS AND SUPPORT) WILL MATERIALLY CONFORM TO THE DOCUMENTATION AND BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CUSTOMER MAY PURSUE ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY.

5 Intellectual Property

5.1 Reservation of Intellectual Property

Subject to the limited rights expressly granted by Itron to Customer under this Agreement, Itron reserves all of its Intellectual Property and, as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer, both for LVVWD and for Customer's Affiliates, reserves all of its Intellectual Property and, as between the Parties, Customer owns all right, title and interest in and to its Confidential Information, including Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from developing or providing products, services, or related deliverables for itself or other customers, irrespective of the possible similarity of such products, services, or related deliverables to those delivered to Customer. For clarity, nothing in this Section 5.1 limits Customer's ownership of Customer Data and Customer Developed Software.

5.2 Customer Feedback

Customer hereby grants Itron a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer ("**Customer Feedback**"). As between the Parties, Itron will own all rights, title, and interest in and to any products, services, or enhancements developed by or on behalf of Itron based on any Customer Feedback.

6 Fees, Invoicing, Payment, and Taxes

6.1 Fees

Fees for products and services are set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in an applicable Addendum, Order Document, or Statement of Work, Fees for products and services are valid for one (1) year from the effective date of the Order Document or Statement of Work. Fee increases are limited to once per year and may not exceed the lesser of the rate of the United States Department of Labor, Bureau of Labor Statistics, and Consumer Price Index for Urban Consumers - All U.S. Cities for the prior year or 5 percent.

6.2 Invoicing

Itron will invoice Customer for products and services in accordance with the applicable Addendum, Order Document or Statement of Work. Itron will issue invoices to Customer via email to an email address, which Customer shall designate. If the designated email address changes, Customer shall notify Itron of that change within ten (10) business days after the change.

6.3 Payment

Unless disputed by Customer pursuant to Section 6.4, Customer must pay each invoice within thirty (30) days from the original invoice date. Payment must be made in US Dollars (USD) and made by electronic transfer to a bank account designated by Itron.

6.4 Invoice Disputes

Customer shall notify Itron in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within thirty (30) days from the date the invoice was received by Customer via email pursuant to Section 6.2. Invoices for which no such timely dispute notification is received within thirty (30) days shall be deemed accepted by Customer as true and correct, and Customer shall pay all amounts due under such invoices within the period set forth in Section 6.3 above. The Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 14 ("Disputes") of these General Terms and Conditions. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, timely payment by Customer of all undisputed amounts due and payable under this Agreement.

6.5 Late Payment

Except for invoiced payments that Customer has timely disputed, all late payments shall bear interest at the lesser of the rate of one percent (1%) per month. Customer shall also reimburse Itron for all reasonable costs incurred in collecting any undisputed late payments, including attorney fees. In addition to all other remedies available under this Agreement or at law (which Itron does not waive by the exercise of any rights hereunder).

6.6 No Setoff

Except where Customer has provided timely notice of a dispute pursuant to Section 6.4, Customer shall not withhold payment of any amounts due and payable under this Agreement by reason of any setoff of any claim or dispute with Itron, whether relating to Itron's breach, bankruptcy, or otherwise.

6.7 Taxes

All prices are exclusive of any taxes, however designated, including without limitation sales or use, goods and services, consumption or other similar fees or taxes imposed on it with respect to the payments due to Itron under this Agreement. Customer shall be responsible for and pay on a timely basis any taxes imposed on Customer related to products and services provided by Itron pursuant to this Agreement (except for taxes based on Itron's net income) or shall present Itron with an exemption certificate or direct pay permit authorized by the relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on each invoice. The Parties agree to fully cooperate with one another regarding taxes and any related issues arising from this Agreement and to use reasonable efforts to make use of any lawful reliefs or exemptions that could apply. Customer shall indemnify and hold Itron and its affiliates harmless from any tax liability assessed against Itron or its affiliates but rightfully owed by Customer arising from or related to any transactions relating to this Agreement after a determination by a tax authority.

7 Third-Party Claims

7.1 Claims Against Customer

Itron will defend Customer against any Claim, and will pay for the resulting costs and damages finally awarded against Customer to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Itron, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Itron, (ii) infringement, misappropriation or violation of any third-party Intellectual

Property within the Territory by any products or services developed by or on behalf of Itron and provided to Customer under this Agreement, or (iii) violation of privacy or data security law, or security incident, to the extent arising from Itron's processing, storage, security, or use of Customer Data or Itron's processing, storage, security, or use of Customer Data or Itron's breach of its data-protection obligations under this Agreement. If Itron receives notice of an alleged infringement by any products or services, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to obtain the right for Customer to continue use of the affected products or services, or to replace or modify the affected products or services so that they are no longer alleged or believed to infringe, if it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the affected service.

Itron will have no obligation under Section 7.1(ii) for any Claim arising from or related to: (a) the combination, operation or use of any product or service provided by Itron with any product or service not provided by Itron, (b) any modification to products or services made either without Itron's prior written consent or by a person other than Itron or an authorized representative of Itron, (c) failure to use updated or modified products or services as provided by Itron, (d) any use of any release of Itron software or any firmware other than the most current release made available to Customer at the time the Claim(s) arise, (e) any use of products or services not in accordance with this Agreement and applicable Documentation, (f) Itron's compliance with any designs, specifications, or instructions provided by Customer, or (g) any use of any wireless or satellite data services.

7.2 Claims Against Itron

Customer will defend Itron against any Claim, and will pay for the resulting costs and damages finally awarded against Itron to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Customer, to the extent the Claim is caused by Customer arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Customer, (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any Customer Data or other content or information provided by Customer to Itron to the extent such Claim would not have arisen but for the Customer-provided materials, (iii) any privacy or data security law related to Customer's provision of Customer Data to Itron, or (iv) Customer's use of products or services not in accordance with this Agreement and applicable Documentation.

7.3 Conditions to Defense

As a condition to the Defending Party's obligations under Section 7.1 or Section 7.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim, (ii) give the Defending Party all reasonably requested information and assistance in connection with the Claim in a timely manner, and (iii) give the Defending Party the sole right to control the defense and settlement of the Claim. Defending Party shall not enter into any settlement of a Claim against the Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party, (b) there is no injunctive or other non-monetary relief against the Defended Party, and, (c) the settlement includes the claimant's or plaintiff's release of the Defending Party's from all liability relating in any way to the Claim.

7.4 Statutory Limitations Preserved

Customer's obligations under this Section are subject to and limited by NRS Chapter 41, including NRS 41.032 and NRS 41.035, and do not waive any immunity, defense, right, or limitation thereunder.

7.5 EXCLUSIVE REMEDY

THIS SECTION 7 CONSTITUTES EACH PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST THAT PARTY.

8 Insurance

8.1 General:

8.1.1 Itron shall not commence work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies with a Best Insurance Rating of A-:VIII or higher, nor shall Itron allow any subcontractor to commence work until all similar insurance required of the subcontractor (to the extent relevant to such subcontractor's scope of work) has been so obtained. Itron shall continue to pay all premiums due for the insurance required under this Agreement during the applicable policy periods and shall notify Customer of any changes to their insurance coverage.

8.1.2 Customer, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment shall be named as an additional insured, under Itron's commercial general liability, automobile liability, excess and/or umbrella liability policies.

In the event of a loss arising out of or related to the performance of the work by Itron or its subcontractor(s) hereunder, with respect to the policies in which the Customer shall be named an additional insured, those policies shall be primary (pay first) with respect to any other insurance which may be available to Customer. Itron agrees to waive its rights of subrogation against Customer and Itron's insurers shall also waive their rights to recover, with the exception of Professional Liability, Cyber and Technology Liability, as evidenced by an endorsement.

8.1.3 Customer shall also be named as an additional insured under the subcontractor's commercial general liability, automobile liability, excess and/or umbrella liability insurance policies. Any deviation from the required insurance requirements will need to be approved by Customer in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of Itron's or its subcontractor's liability for claims arising out of this Agreement. Itron and its subcontractors shall be responsible for insuring all of its own personal property, tools and equipment.

8.1.4 If Itron fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, Customer shall have the right, after a ten (10) day written notice, if Customer so chooses, to procure and maintain the required insurance and Itron shall pay the cost thereof. In the event Itron fails to pay the cost, Customer has the right to set off any sums from the compensation due to Itron set forth in this Agreement and directly pay for such coverage.

8.2 Evidence of Insurance:

8.2.1 Itron's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

8.2.2 Within 10 business days after the Effective Date, Itron shall deliver to the Customer a certificate of insurance documenting the required insurance coverage. In the event of a denied claim, at the Customer's request, Itron will provide the Customer access to policy information as needed for review of said denied claim.

8.2.3 Renewal certificates shall be provided to Customer prior to the expiration of policy coverage.

8.2.4 All insurance policies, with the exception of Professional Liability, Cyber and Technology Liability insurance, shall require the insurer to provide a minimum of 30 calendar days' prior notice to Customer for cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 10 days' prior notice.

8.2.5 All insurance certificates shall be delivered to RiskManagement.Department@lvvwd.com.

8.3 Insurance Coverages:

8.3.1 **Commercial General Liability Insurance:** Itron shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

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

8.3.3 **Workers Compensation & Employers Liability Insurance:** Itron shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance Itron maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

Itron shall maintain employers' liability insurance with limits of $1,000,000 per accident and $1,000,000 for each employee for injury by disease. Itron shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act for exposures that may exist.

In the event Itron is permissibly self-insured for workers' compensation insurance in the State of Nevada, Itron shall deliver to the Customer a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

8.3.4 **Professional Liability Insurance:** Itron shall maintain professional liability insurance applicable to Itron's services or work as set forth in this Agreement, with limits of not less than $1,000,000 for each claim. This coverage should be maintained for a period of not less than two years after completion of Itron's work as set forth in this Agreement.

8.3.5 **Cyber and Technology Liability Insurance:** Itron shall maintain Cyber and Technology liability insurance providing coverage for acts, errors, or omissions arising from Itron's technology and professional services; privacy and cyber security; and privacy regulatory defense, awards and fines with limits of $1,000,000 per claim.

9 Customer Data and Deidentified Data

Each Party shall comply with applicable data protection laws relating to Customer Data and implement and establish reasonable security measures for the protection and retention of Customer Data. To the extent Customer Data includes Personally Identifiable Information, and Itron processes such Customer Data on behalf of Customer as part of the services provided by Itron under this Agreement, the Parties will comply with the Itron Data Processing Agreement (the "**Data Processing Agreement**"). The Data Processing Agreement is available at https://www.itron.com/legal/privacy/contracts, the version available at the time of execution of this Agreement is incorporated herein by reference, and will remain in force during the term of this Agreement and shall not be materially altered without an Amendment to the Agreement. For avoidance of doubt, the Parties will attach the applicable Data Processing Agreement version (*insert date of version included*) as Attachment D to this Agreement.

Customer shall own all right, title, and interest in and to Customer Data. Customer hereby grants Itron a non-exclusive, royalty-free, worldwide license to copy, modify, use, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and (iii) optimizing performance and quality of Itron's products and services. Itron shall not disclose, provide, make available, or otherwise distribute Customer Data to any third party without Customer's prior written consent (which may identify authorized recipients and conditions of disclosure). For clarity, nothing in this Agreement restricts Customer's use or disclosure of Customer Data, subject only to applicable law.

Itron may deidentify Customer Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall use Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement.

Customer represents and warrants that: (a) it has the legal right and authority to grant Itron the license rights described above, and (b) Itron's exercise of such rights in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

Itron shall not use Customer Data to train, develop, fine-tune, modify, or improve any artificial intelligence models, machine learning algorithms, large language models (LLMs), or similar technologies, without Customer's express prior written consent. This restriction applies even if such use is for Itron's internal purposes or service improvements. Itron represents and warrants that it has implemented reasonable technical and organizational measures to prevent any unauthorized use of Customer Data for such purposes.

10 Confidentiality

Each Receiving Party acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the Disclosing Party. The Receiving Party: (i) must keep the Disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any third party without the Disclosing Party's prior written approval, (ii) must take reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control, (iii) may not disclose any Confidential Information to anyone other than the Receiving Party's employees, agents, contractors or subcontractors and professional advisors, or those of its Affiliates, who have a legitimate need to know such Confidential Information, (iv) must use the Confidential Information solely for purposes related to the subject matter of this Agreement or for potential future commercial transactions between the Parties not otherwise covered by a separate agreement, and (v) must ensure that any third party to whom it discloses Confidential Information in accordance with this Section is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Section. Notwithstanding any language to the contrary, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent it is compelled by law to do so, if the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure.

11 Termination

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings, or (ii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach. Any notice of breach must specify the nature of the breach and the specific act that the non-breaching Party contends would correct such breach. For the avoidance of doubt, Customer's failure to pay undisputed invoices timely will be deemed a material breach of this Agreement.

After Itron's receipt of 180 day prior written notice of Customer's intent to terminate, Customer reserves the right to terminate this Agreement without penalty or recourse, in whole or in part, at any time that Customer determines, in its sole and absolute discretion, that such a termination is in the best interest of Customer.

12 Survival

The following Sections of these General Terms and Conditions shall survive seven years beyond the termination or expiration of this Agreement, including any Order Document or Statement of Work: 1 ("Introduction"), 2 ("Definitions"), 3 ("Term"), 4 ("Warranties and Disclaimer"), 5 ("Intellectual Property"), 6 ("Fees, Invoicing, Payment and Taxes"), 7 ("Third Party Claims), 9 ("Customer Data and Deidentified Data"), 10 ("Confidentiality"), 11 ("Termination"), 12 ("Survival"), 13 ("Limitation of Liability"), 14 ("Disputes"), 15 ("Governing Law and Venue"), 17 ("Publicity"), 19 ("Independent Contractor"), 20 ("Force Majeure"), 21 ("Notice"), 22 ("Miscellaneous"), and 23 ("Data Privacy and Security"). An Addendum or Order Document may also contain provisions that expressly survive termination or expiration of this Agreement or any Order Document or Statement of Work.

13 Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF THE PARTIES HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR DAMAGES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SUFFERED BY CUSTOMER, ITRON, OR OTHERS (INCLUDING ANY LOST PROFITS, LOST REVENUE OR LOSS OF GOODWILL); (B) ITRON'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR PERTAINING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF TWO TIMES THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO ITRON IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT OR FIVE MILLION DOLLARS; (C) THE LIMITATIONS IN THIS SECTION 13 DO NOT APPLY TO (i) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; (ii) BREACH OF CONFIDENTIALITY (SECTION 10); (iii) VIOLATION OF DATA PRIVACY OR SECURITY OBLIGATIONS (INCLUDING OBLIGATIONS UNDER SECTION 23 AND THE DATA PROCESSING AGREEMENT), AND ANY THIRD-PARTY CLAIMS, ASSESSMENTS, FINES, NOTICE, REMEDIATION, AND MITIGATION COSTS ARISING THEREFROM; (iv) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS AND ITRON'S RELATED OBLIGATIONS AND REMEDIES UNDER SECTION 7.1; (v) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY TO THE EXTENT CAUSED BY A PARTY; (vi) A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; AND (vii) CUSTOMER'S PAYMENT OBLIGATIONS FOR FEES PROPERLY DUE UNDER THIS AGREEMENT; (D) CUSTOMER IS A POLITICAL SUBDIVISION OF THE STATE OF NEVADA. NOTHING IN THIS AGREEMENT (INCLUDING ANY INDEMNITY, DEFENSE, LIMITATION OF LIABILITY, INSURANCE, OR REMEDY PROVISION) WAIVES OR IS INTENDED TO WAIVE ANY IMMUNITY, DEFENSE, RIGHT, OR LIMITATION AVAILABLE TO CUSTOMER UNDER NRS CHAPTER 41, INCLUDING THE DAMAGES CAP AND PUNITIVE-DAMAGES BAR IN NRS 41.035 AND THE IMMUNITIES IN NRS 41.032. CUSTOMER'S PROCUREMENT OR MAINTENANCE OF INSURANCE DOES NOT CONSTITUTE A WAIVER OF SUCH PROTECTIONS.

14 Disputes

The Parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**") in accordance with this Section 14. A Party shall send written notice to the other Party of any Dispute ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) business days after one Party delivers the Dispute Notice to the other Party, either Party may initiate non-binding mediation as set forth below. If the Dispute is not resolved through mediation within sixty (60) days after the Mediation Notice (defined below), either Party may then proceed in accordance with Section 15 ("Governing Law and Venue").

A Party may commence mediation by delivering a written "Mediation Notice" to the other Party. The mediation will be held in Las Vegas, Nevada (or by video conference if mutually agreed), before a mediator mutually agreed by the Parties, or if they cannot agree within ten (10) business days, administered by JAMS or AAA under its commercial mediation rules. The mediation shall begin within forty-five (45) days after the Mediation Notice. Each Party will participate in good faith and send a representative with settlement authority. Mediator fees and administrative costs will be shared 50/50. All negotiations and communications in connection with the mediation are confidential and inadmissible to the maximum extent permitted by applicable law (including Fed. R. Evid. 408 and analogous Nevada law). Either Party may seek temporary injunctive or other equitable relief (including to protect Confidential Information or data security) without first mediating. Any applicable statute of limitations and contractual time-based defenses are tolled from the date of the Dispute Notice until the earlier of (i) ten (10) days after completion of the mediation or (ii) ninety (90) days after the Mediation Notice.

For clarity, during any dispute or mediation, each Party will continue performing its obligations, including timely payment of undisputed amounts, per Section 6.4.

15 Governing Law and Venue

This Agreement and all related documents, including all Addenda, Order Documents and Statements of Work hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Nevada, United States of America (including its statutes

of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the District of Nevada or, if such court does not have subject matter jurisdiction, the courts of the State of Nevada sitting in Clark County. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the District of Nevada or, if such court does not have subject matter jurisdiction, the courts of the State of Nevada sitting in Clark County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16 Compliance

Each Party must comply with all applicable laws, regulations, and other legal requirements applicable to the conduct of its business and the Agreement. Itron's products and services delivered under this Agreement are subject to the U.S. Export Administration Regulations ("EAR"; 15 CFR part 730 et seq.), the U.S. sanctions imposed by the United States including its Office of Foreign Assets Control, and any applicable laws and regulations of the particular country to which such items are shipped or received. Customer shall comply with all applicable export control laws and shall not cause, directly or indirectly, the export, re-export, or transfer of any such items or services to destinations or persons without obtaining any required prior authorization from the U.S. Government and any other applicable local authorities. Customer shall not do anything to cause Itron to violate such export control laws, including requesting support for a product that has been unlawfully re-exported or requesting delivery of a product or service intended for a U.S. sanctioned region or person. Each Party represents that it is not listed on a U.S. Government restricted party list for export control or trade sanctions purposes, and is not 50% or more owned, in the aggregate, by one or more restricted parties. Each Party shall comply with the European Union's Russia and Belarus sanctions related Regulations 833/2014 and 765/2006 respectively, specifically Article 12g and Article 8g respectively ("EU Russian and Belarus Sanctions Regulations"). Customer shall not cause, directly or indirectly, the export, re-export, or transfer of goods or services obtained under the Agreement to Russia or Belarus, or their re-export for use in either of those countries, in violation of these Regulations. Customer's noncompliance with the EU Russian and Belarus Sanctions Regulations entitles Itron to terminate the Agreement without prejudice to Itron's other rights and remedies. Customer shall maintain any required export records related to Itron's products or services and make such records available to Itron immediately upon request. The Parties must comply with all anti-bribery laws and may not offer or make any payments, gift, or transfer any item of any value either directly or indirectly for the purpose of bribing any individual, group, or government official, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain or retain an improper business advantage related to this Agreement or products and services orderable under this Agreement.

17 Publicity

Neither Party may issue a press release related to this Agreement or their relationship without the other Party's prior written consent, which shall not unreasonable be withheld.

18 Sub-contractor and Outsourcer

18.1 Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement; provided that (a) Itron remains fully responsible for the acts and omissions of such subcontractors, (b) each subcontractor is bound in writing to confidentiality, data-security, and compliance obligations at least as protective of Customer as those in this Agreement, and (c) all such subcontractors will perform all services related to this Agreement while located within the boundaries of the contiguous United States unless approved by Customer.

18.1 General Requirements

18.2 Prior Approval Required. Itron shall not subcontract, delegate or otherwise engage any third-party contractor to perform any of its obligations under this Agreement without Customer's prior written consent, Customer may withhold or grant in its sole discretion.

18.3 Flow-Down of Obligations. Any subcontract or other agreement with a third-party contractor approved by Customer shall include terms no less protective of Customer's rights than those contained in this Agreement, including without limitation:

18.3.1 confidentiality and data-security obligations;

18.3.2 compliance with all applicable laws, regulations and Customer policies;

18.3.3 performance standards and service levels at least as stringent as those Itron owes Customer; and

18.3.4 indemnification and insurance provisions mirroring Itron's obligations under this Agreement.

18.4 Itron Responsibility. Notwithstanding any approved subcontracting, Itron shall remain fully liable for the acts, omissions, errors and defaults of any third-party contractor as if performed by Itron itself, and shall ensure prompt remediation of any failures by such contractors.

18.5 Revocation of Consent. Customer may, at any time and for any reason, withdraw its consent to any previously approved third-party contractor by providing written notice to Itron. Upon such notice, Itron shall promptly replace the contractor (subject to Customer approval of the replacement) or resume performance of the affected obligations itself.

18.5.1 Itron represents that it and any subcontractors utilized for the Services are properly licensed to perform the Services in accordance with Nevada statutory and regulatory requirements found in NRS Chapter 624.

18.5.2 Itron and its subcontractors shall comply with any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over the Services.

18.5.3 Itron and its subcontractors are to determine applicability of any and all permits required, complete the application, pay associated fees and obtain each permit deemed applicable. Itron and its subcontractors are responsible for obtaining and complying with all applicable jurisdictional and governing agency permits with the assistance of Customer.

19 Independent Contractor

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

20 Force Majeure

Neither Party (the "**Impacted Party**") shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Customer's obligations to make payments to Itron under this Agreement), when and to the extent such failure or delay is caused by or results from acts or omissions (whether in effect on or after the Effective Date of this Agreement) beyond the Impacted Party's reasonable control and without the Impacted Party's negligence, including: (i) acts of God, (ii) severe weather, flood, fire, earthquake or explosion, (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (iv) changes in applicable laws or regulations, (v) embargoes or blockades, (vi) action or inaction by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages, or slowdowns or other industrial disturbances, (ix) shortage of adequate materials, qualified labor, power or transportation, (x) epidemics, pandemics or quarantines, and (xi) other similar or dissimilar circumstances outside the Impacted Party's reasonable control and without the Impacted Party's negligence (each a "**Force Majeure**"). Notwithstanding the foregoing, if such event continues for more than one hundred eighty (180) consecutive days, either Party may terminate the affected Order Document or Statement of Work upon written notice without liability.

21 Notice

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address(es) set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (as applicable, with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this Section.

If to Itron:	Itron, Inc. 2111 North Molter Road Liberty Lake, WA 99019 Attention: General Counsel
with a copy to:	Itron, Inc. 1250 S. Capital of Texas Highway Building 3, Suite 500 Austin, TX 78746 Attention: General Counsel

with a copy to:	Itron, Inc. Email: legal@itron.com Attention: General Counsel
If to Customer:	Las Vegas Valley Water District 1001 S. Valley View Blvd. Las Vegas, NV 89153 Attention: Purchasing Manager Email: purchasingmanager@lvvwd.com
with a copy to:	Las Vegas Valley Water District. 1001 S. Valley View Blvd. Las Vegas, NV 89153 Attention: General Counsel Emal: generalcounsel@lvvwd.com

22 Miscellaneous

If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms. The division of this Agreement into sections and subsections, and the use of headings and captions in connection therewith, are solely for convenience of reference and shall have no legal effect in construing provisions of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any and all subsections thereof. The Parties agree that neither of them will be deemed the drafter of this Agreement and that no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach. This Agreement is not made for the benefit of any third parties. All communications and notices to be made or given pursuant to this Agreement must be in English. Customer may not assign this Agreement or any of its rights hereunder without Itron's prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void. This Agreement may be executed and delivered in counterparts, including by a facsimile or by scan and electronic transmission, each of which will be deemed an original. Any document generated by the Parties related to this Agreement may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. This Agreement contains the complete and entire agreement between the Parties as to its subject matter, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such subject matter. This Agreement may not be modified except by mutual written agreement signed by the Parties' authorized representatives expressly modifying this Agreement. Electronic communications do not constitute a "written agreement" under this provision. In this Agreement, the word "including" shall mean "including, without limitation."

23 Data Privacy and Security

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

23.2 In addition to any other data security related laws, Itron shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information obtained from the Customer.

23.3 Itron shall ensure that Customer data is stored only in data center(s) that are within the sovereign boundaries of the fifty United States, the seven United States territories, or the District of Columbia.

23.4 Security Breach means any act or omission that compromises either the security, confidentiality, or integrity of Facility Information or the physical, technical, administrative, or organizational safeguards put in place by Itron or by the Customer to the extent that Itron has access to Customer 's systems, that relate to the protection of the security, confidentiality, or integrity of Facility Information. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Facility Information.

23.5 Itron shall:

(1) Notify the Customer of any Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Itron becomes aware of it, by telephone at the following number: 702-258-3889 and by email to databreachnotice@lvvwd.com, with a copy by email to the Customer's contacts listed in the Notices Section below;

(2) At its own expense, to the extent the Security Breach is as a result of Itron's errors or omission, coordinate and fully cooperate with the Customer in the Customer's handling of the matter to the extent such cooperation does not conflict with Itron's contractual confidentiality requirements to the other third-parties, such as Itron's other customers;

(3) Use its best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach;

(4) Maintain and preserve all documents, records, and other data related to any Security Breach; and

(5) To the extent the Security Breach is as a result of Itron's errors or omissions, reimburse to Customer for all actual costs incurred by the Customer in responding to and mitigating damages caused by any Security Breach.

23.6 Itron acknowledges that any breach of its covenants or obligations set forth in this Data Privacy and Security Section may cause Customer irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Customer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Customer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

23.7 Itron has completed and provided to Customer a Vendor Security Questionnaire (the Questionnaire") providing accurate information on its security program including appropriate policies and procedures. Itron acknowledges and that its covenant to provide factual and accurate responses to the Questionnaire and any future Questionnaire, including the Questionnaire responses themselves, are material facts that District/Authority is relying upon, and will continue to rely on upon, as specific and material inducements to enter into this Agreement and to remain a party to this Agreement. Itron agrees to maintain a comparable or better information security program throughout the course of this Agreement that is reviewed for new risk assessments at least annually. A current industry recognized product or service security certification (e.g. SOC II, ISO 27001, FedRAMP, etc.), may be acceptable in lieu of our questionnaire.

23.8 Itron shall return, destroy, or otherwise appropriately disposition any written or digital data provided to or obtained by Itron as part of this agreement and copies thereof, unless required to comply with legal or regulatory requirements, upon the termination or completion of this Agreement, or as otherwise provided by law.

[Signature Page Follows]

AGREED:

Itron, Inc.	**Las Vegas Valley Water District**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

ATTACHMENT SCHEDULE

- Equipment Addendum
- Professional Services Addendum
- Maintenance and Support Services Addendum
- Software Addendum
- SaaS Addendum
- Sales Order Document

EQUIPMENT ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, the Agreement General Terms and Conditions shall control, but only to the extent of such inconsistency.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means an annual price increase not to exceed the lesser of (i) five percent (5%) or (ii) the Consumer Price Index for all Urban Consumers (CPI-U) for the preceding twelve-month period.

Equipment means Itron Equipment and Third-Party Equipment.

Firmware means the object code version of software embedded in Equipment.

Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured and branded by or on behalf of Itron.

Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured and branded by or on behalf of Itron.

Warranty Period means the Itron Equipment warranty period specified on the attached Itron Equipment Warranty Table.

3 Ordering Equipment

Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with and subject to Section 1.6 (Purchase Order Requirement) of the General Terms and Conditions of this Agreement.

4 Invoicing

Itron will invoice Customer for Equipment, any related surcharges, and reimbursable shipping-related expenses, on or after the date of shipment.

5 Ordering, Lead Time & Ship Date

Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date specified in an accepted Purchase Order based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.

6 Order Cancellation & Rescheduling

Accepted Purchase Orders for Equipment may be canceled or rescheduled by Customer on at least ninety (90) days written notice prior to the scheduled ship date, subject to a restocking fee not to exceed five percent (5%). Purchase Orders for ancillary Equipment (i.e. mounting kits, antennae) may not be canceled within thirty (30) days prior to the scheduled ship date unless agreed to in writing by Itron. In addition to the foregoing, if an Order cannot be filled within three months (90 days), Customer has the right to cancel the Order with no charges incurred.

7 Forecasts

Each quarter Customer will provide Itron with a rolling, nonbinding, minimum twelve (12) month forecast of Customer's anticipated Equipment demand. For clarity, forecasts are estimates only and do not constitute a purchase commitment.

8 Shipment, Title & Risk of Loss

Shipping terms, are set forth in the Master Sales Agreement and applicable Addenda (the "**Shipping Terms**") and shall be included by Customer on each Purchase Order for Equipment. Customer is responsible for reimbursing Itron's freight and shipping expenses, which will be prepaid by Itron and added to Customer's invoice. At Customer's request, Itron will make shipping arrangements with Customer's designated carrier to ship Equipment from the production facility to the final delivery destination on Customer's account. Otherwise, Itron will select the carrier. Title to Equipment shall transfer upon shipment. Risk of loss shall transfer to Customer upon delivery.

9 Documentation

Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.

10 Equipment Firmware

The purchase of Itron Equipment includes a nonexclusive license to use Firmware in Itron Equipment in accordance with its Documentation. Customer's license to Firmware in Third-Party Equipment purchased by Customer through Itron shall be subject to the terms of the manufacturer of the Third-Party Equipment.

11 Returns

Except as provided in Section 12 below, Itron does not accept returns of Itron Equipment unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, (iii) such product was opened solely for inspection, is unused, and all original packing and materials are available, , or (iv) the product is returned in accordance with Itron's then current RMA policy and procedures within twenty(20) days of delivery. Customer's right to return Third-Party Equipment purchased by Customer through Itron shall be subject to the terms of the manufacturer of the Third-Party Equipment.

12 Itron Equipment Warranties

Except as provided in Section 14 "Excessive Failure," Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will materially conform to Itron's published specifications in effect as of the date of manufacture. As Customer's sole and exclusive remedy for a breach of the foregoing warranties, Itron will, at its option and expense: (i) repair or replace, with new or equivalent new, faulty Itron Equipment under warranty after the date the RMA has been created during the Warranty Period in accordance with Itron's then current RMA policy and procedures, so long as the updated RMA policy does not material alter the Customer's rights under the Agreement , (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returning repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. The remedies in this Section are cumulative with, and not exclusive of, any other remedies available under this Agreement. In the event of a Critical Meter Reading Failure, as defined in Section 14 of the Agreement Terms and Conditions, Itron will, in addition to the remedies above, and at its sole expense, undertake an expedited process for investigation, repair, and replacement of all affected units. This expedited process shall include, but not be limited to, enhanced support, on-site support if deemed necessary, and priority allocation of resources to resolve the issue.

13 Itron Equipment Warranty Exclusions

The warranties under Section 12 and additional warranty terms in the attached Itron Equipment Warranty Table do not cover Itron Equipment defects or nonconformities caused by: (i) changes or repairs made to Itron Equipment without Itron's prior written consent, (ii) use with unauthorized cables, mounting kits, antennas, battery backups and other devices, Third-Party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment, (iii) Customer's or a Third-Party's misuse, abuse, neglect, negligence, or failure to store, install, test, handle or operate Itron Equipment in accordance with its Documentation, (iv) a Force Majeure event, or (v) incorrect data, or data entry or output by Customer or a Third-Party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

14 **Excessive Failure Warranty—Water ERTs**. An "Excessive Failure" means equipment failures that exceeds the applicable Failure Threshold set forth in the table below during any rolling 12-months included within the Period described in that table: (i) any failure of water endpoints to comply with the specifications resulting from the same root cause (a "Serial Failure"). If either Party reasonably believes that an Excessive Failure has occurred, that Party shall promptly inform the other Party. Upon receipt of such notice by either Party, the Parties shall work diligently to investigate and determine the occurrence of the suspected Excessive Failure. Customer shall provide reasonable support, as well as access to information, records, personnel, facilities, and systems, as reasonably requested by Itron during the investigation of any suspected Excessive Failure. Each Party shall bear its own expenses incurred during the investigation of a suspected Excessive Failure. Upon verification of an Excessive Failure, Itron shall begin a root cause analysis and develop a resolution plan to address and remediate the Excessive Failure, which shall be subject to Customer's approval (such approval shall not be unreasonably withheld, conditioned or delayed) and include a quality assurance plan to prevent a similar failure in the future (the "Excessive Failure Resolution Plan"). The root cause analysis and the development of the Excessive Failure Resolution Plan shall be undertaken and completed in a diligent and prompt fashion. Excessive Failure Warranty shall apply to 100W/500W Series and their successors.

Table 12.2 Excessive Failure Warranted Water ERTs		
500W Series Endpoint 100W Series Endpoint		
Period	**Failure Threshold**	**Remedies**
During the Warranty Period as set forth in Section 10 of this Addendum (Years 0-10)	Serial Failure: [redacted] Safety Failure: [redacted]	[redacted]
Years 11 through 15 following the Warranty Period	Serial Failure: [redacted] Safety Failure: [redacted]	[redacted]
Years 16 through 20 following the Warranty Period	Serial Failure: [redacted] Safety Failure: [redacted]	[redacted]

14 Integration of Itron Equipment

If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer will obtain warranty service for the Itron Equipment from the third-party integrated device provider.

15 Equipment End of Sale

15.1 Notice and Last-Time Buys

Itron will make commercially reasonable efforts to provide Customer with no less than three hundred sixty five (365) days' notice before discontinuing the sale of any Itron Equipment set forth in an Order Document, provided that (a) the pricing for such Itron Equipment is valid under Section 6.1 (Fees) of the General Terms and Conditions of this Agreement beyond the discontinuance of sale date, and (b) Customer has purchased such Itron Equipment within the three hundred and sixty-five (365) day period preceding the date upon which notice is to be given. During the foregoing notice period, Customer may place non-cancellable, non-returnable "last time buy" Purchase Orders for any Itron Equipment identified in the end of sale notice, unless such discontinued sale is due to a Force Majeure event in which case the last time buy will be governed by the Force Majeure event notification. Customer must take delivery of all such ordered Itron Equipment within one hundred and eighty (180) days of the Purchase Order acceptance date or within thirty (30) days from shipment availability, whichever is longer. Itron does not guarantee the availability of Third-Party Equipment. Itron's sole obligation with respect to the discontinuance of Third-Party Equipment is to provide Customer with any end of sale notice that Itron receives from the Third-Party Equipment manufacturer.

15.2 Replacement Itron Equipment

Itron will not end the sale of any Itron Equipment while the pricing for such Itron Equipment remains valid under Section 6.1 (Fees) of the General Terms and Conditions of this Agreement, other than as a result of a Force Majeure event, without making replacement equipment available for purchase by Customer. Such replacement equipment will be functionally equivalent to the discontinued Itron Equipment it replaces, to the extent such functionality is listed in Itron's published specifications in effect as of the date of manufacturing for such discontinued Itron Equipment in use by Customer. Any such replacement equipment will be backwards compatible and interoperable with other Itron Equipment to the same extent as the Itron Equipment it was designed to replace. Itron may either (i) disable any new functionality or features provided by the replacement equipment, or (ii) if Itron is unable to disable any new functionality or features

in the replacement equipment, or Customer elects to purchase such new functionality or features, charge Customer the applicable fees for such new functionality or features.

16 Third-Party Equipment Warranty

Itron is not the manufacturer of Third-Party Equipment and makes no representations or warranties whatsoever, Itron will be the primary point of contact for warranty service on Third-Party Equipment, and will coordinate RMA logistics with the OEM at no additional cost to Customer. Third-Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third-Party Equipment manufacturer.

17 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (Returns), 12 (Itron Equipment Warranties), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 16 (Third-Party Equipment Warranty) and 17 (Survival).

18 Equitable Adjustments Based on Unforeseen Circumstances

Due to unforeseen macroeconomics events, the Parties mutually agree to equitably share the resulting impacts. In order to prepare for such unforeseen circumstances, the Parties commit to addressing these events through the following measures:

18.1 All Equipment pricing described in this Agreement shall remain in effect, firm and fixed, for the first twelve months from the Effective Date (the "Initial Fixed Period"). After Itron has exhausted all commercially reasonable mitigation efforts related to unforeseen events, it may request a pricing adjustment as a result. Excluding the annual pricing adjustments, either party may request an equitable adjustment to the contract price or other terms (such as delivery schedules) if there are verifiable changes in Itron's direct costs or performance obligations due to unforeseen external factors beyond the reasonable control of the requesting party. Such factors are limited to: 1. New or increased tariffs imposed by governmental authorities; 2. Documented supply chain delays or disruptions (e.g., global shortages, force majeure events as defined in this Agreement, or material market fluctuations); or 3. Other similar external cost impacts that could not have been reasonably anticipated at the time of bid submission and are not attributable to the requesting party's fault, negligence, or inefficiencies.

18.2 Request Process:

18.2.1 Any request for an equitable adjustment must be submitted in writing as soon as practicable, but no later than 90 days after the party becomes aware of the event giving rise to the request, to allow for timely evaluation and mitigation. Failure to provide timely notice may result in waiver of the right to adjustment.

18.2.2 The request shall include a detailed signed statement or certification attesting to the facts, accompanied by comprehensive supporting documentation, including but not limited to: (a) Cost breakdowns, invoices, or letters from suppliers/manufacturers; (b) Official government notices (e.g., tariffs); (c) Published industry indices (e.g., Producer Price Index or Consumer Price Index); (d) Evidence of mitigation efforts undertaken; and (e) An analysis showing the direct causal link between the external factor and the requested adjustment.

18.2.3 Equitable adjustments for price increases shall be limited to reasonable, documented net increase in direct costs and shall be capped at the lesser of: (a) 5% of the affected line item's current contract price per adjustment; or (b) The verified percentage increase in direct costs. For increases greater than 5%, that remain in effect longer than 12 months, the difference between the 5% cap and the actual increase will be reflected in an adjusted amount in the following year. Any increase due to this Section 18 in each subsequent year will not exceed a 5% increase.

18.2.4 No more than one request for a price-related equitable adjustment may be submitted per twelve-month period, and cumulative price increases over any 12-month period shall not exceed 5% of the current contract price for that line item without mutual written agreement. Adjustments may also include extensions of time for performance if delays are substantiated.

18.2.5 The Customer reserves the right to require additional documentation it deems reasonably necessary to evaluate the request. The Customer shall respond in writing within 30 days of receipt of a complete request; failure to respond shall not constitute approval or denial.

18.3 Approval and Implementation:

18.3.1 Equitable adjustments shall be determined in good faith through negotiation between the parties, considering factors such as market conditions, the extent of the impact, and Itron's mitigation efforts. The adjustment must be fair and reasonable to both parties, restoring the economic balance of the contract without providing a windfall to either side.

18.3.2 All equitable adjustments must be mutually agreed upon in writing by authorized representatives of both Parties. Adjustments agreed to by any staff other than the designated contacts are invalid and will not be honored. If an unauthorized adjustment is implemented, Itron agrees to repay all excess monies paid, plus interest at the prevailing legal rate.

18.3.3 In the event the parties cannot agree on an equitable adjustment within 45 days of the initial request, the dispute shall be resolved through non-binding mediation followed by arbitration (as applicable). Pending resolution, the contract shall continue in full force and effect, with the requesting party performing its obligations without prejudice to its claim.

18.4 Price Decreases and Downward Adjustments:

18.4.1 If external factors result in a decrease in Itron's direct costs exceeding 3% of the current contract price for any line item, the Customer shall be entitled to a corresponding equitable adjustment downward in price, not to exceed 5%, effective immediately upon notice. Itron must notify the Customer in writing of any such cost decrease within 30 days of its occurrence.

18.5 General Provisions:

18.5.1 Equitable adjustments shall not apply to cost changes resulting from Itron's internal decisions, such as wage increases, overhead changes, profit margin adjustments, or changes in scope initiated by Itron, unless explicitly tied to the specified external factors.

18.5.2 The parties shall conduct a joint review of contract pricing and performance every 12 months from the date of award to assess ongoing fairness and potential needs for equitable adjustments.

18.6 This clause is intended to provide relief only for extraordinary and unforeseeable events, promoting the principle of good faith and fair dealing under applicable law.

Itron Equipment Warranty Table

<table>
<tr><th>Itron Equipment or Repair Service</th><th>Warranty Period and Additional Warranty Terms</th></tr>
<tr><td>100W+ series water module (including battery)

500W series water module (including battery), excluding 500W series cellular water module</td><td>Each 100W+ and 500W series water module (including battery) (each, a "Water Module" and collectively, the "Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 ("Itron Equipment Warranty") followed by 10 years of discounts against replacement products, as described below:
Warranty Period: 10 years from date of shipment.
Discount Period: If a Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under Section 13 (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron water module to replace the failed Water Module (including battery) per the discounts set forth below:
<table>
<tr><th>10-year Discount Period following 10-year Warranty Period</th><th>Discount</th></tr>
<tr><td>Years 1 through 5</td><td>50%</td></tr>
<tr><td>Years 6 through 10</td><td>25%</td></tr>
</table>
Itron replacement water modules will be compatible with an Itron-supported water module reading solution.
Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.</td></tr>
<tr><td>500W series cellular water module (including battery)</td><td>Each 500W series cellular water module (including battery) (each, a "Cellular Water Module" and collectively, the "Cellular Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:

Warranty Period: 10 years from date of shipment.

Discount Period: If a Cellular Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under Section 13 ("Itron Equipment Warranty Exclusions"), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron cellular water module to replace the failed Cellular Water Module (including battery) per the discounts set forth below:
<table>
<tr><th>10-year Discount Period following 10-year Warranty Period</th><th>Discount</th></tr>
<tr><td>Year 1</td><td>70%</td></tr>
<tr><td>Year 2</td><td>65%</td></tr>
<tr><td>Year 3</td><td>60%</td></tr>
<tr><td>Year 4</td><td>55%</td></tr>
<tr><td>Year 5</td><td>50%</td></tr>
<tr><td>Year 6</td><td>45%</td></tr>
<tr><td>Year 7</td><td>40%</td></tr>
<tr><td>Year 8</td><td>35%</td></tr>
<tr><td>Year 9</td><td>30%</td></tr>
</table></td></tr>
</table>

Itron Equipment or Repair Service	Warranty Period and Additional Warranty Terms
	Year 10 | 25% Itron replacement water modules will be compatible with an Itron-supported water module reading solution. Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.
Itron Leak Sensor	**Warranty Period:** 5 years from date of shipment.
Repairs or updates for out-of-warranty Socket Based Routers, Pole Mounted Routers and Routing Nodes	**Additional Warranty Terms:** Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
All other Itron Equipment not listed above.	**Warranty Period**: 1 year from date of shipment.

[End]

PROFESSIONAL SERVICES ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is subject to the Master Sales Agreement General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, the Agreement General Terms and Conditions shall control, but only to the extent of such inconsistency.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Change means a change to the scope of Professional Services or related deliverables to be provided by Itron under a Statement of Work.

Change Request means a request made by Itron or by Customer for a Change.

Change Order means a written document describing a Change agreed to by Itron and Customer that is signed by both Parties.

Professional Services means professional services such as installation services, implementation services, consulting services, project management services, and other similar services, as described in a Statement of Work.

3 Statement of Work Requirement

Itron has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by Itron and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to Itron in accordance with this Agreement.

4 Expenses

Customer will reimburse Itron for reasonable out-of-pocket travel-related expenses incurred by Itron relating to the provision of Professional Services , but only to the extent that such reimbursements are approved by Attachment C Travel Expense Policy and specified in the Statement of Work.

5 Invoicing

Itron will invoice Customer for Professional Services as set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in the applicable Order Document or Statement of Work, Itron will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.

6 Customer Responsibilities

Customer shall timely perform all its assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide Itron with reasonable cooperation with respect to the Professional Services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.

7 Reference Information

If Customer provides Itron any designs, technical information, or other information required by Itron to provide Professional Services and/or related deliverables (collectively, "**Reference Information**"), Itron shall be entitled to rely on the accuracy of such information and documents to the extent that a reasonable prudent person, within the context of the Professional Services and the information being provided, would deem the information reliable. To the extent Customer's failure to provide accurate and complete Reference Information results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increases costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

8 Delays

To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron may increase its Fees only with Customer's prior written approval and on submission of reasonable supporting documentation for such increased costs. Itron will provide Customer with reasonable evidence of its increased costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

9 Express Warranties for Professional Services

Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner consistent with generally accepted industry standards. in accordance with the applicable Statement of Work.

10 Remedies

As Customer's sole and exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action within ninety (90) days of performance and acceptance by Customer of the applicable noncompliant Professional Services identified in the corresponding SOW. If Itron, in its sole discretion, is unable to correct the noncompliance, Customer's sole and exclusive remedy will be receiving a refund of the pro-rata amount paid by Customer for the nonconforming Professional Services.

11 Change Requests & Change Orders

Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If Itron receives a Change Request from Customer, Itron will prepare and submit a proposed Change Order to Customer describing the Change and associated fees. No Change Order will be binding upon Customer or Itron unless signed by authorized representatives of both Parties. All Change Orders will be governed by the terms and conditions of this Agreement.

12 Project Deliverables

Itron shall provide Customer with project-related documentation and deliverables identified in the applicable Statement of Work. Itron hereby grants Customer a perpetual non-exclusive, irrevocable, non-transferable license to use such documentation and other deliverables for Customer's internal, utility related purposes in furtherance of the purpose for which they were provided by Itron. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to this Agreement.

13 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 3 (Statement of Work Requirement), 4 (Expenses), 5 (Invoicing), 7 (Reference Information), 8 (Delays), 9 (Express Warranties for Professional Services), 10 (Remedies), 11 (Change Requests & Change Orders), 12 (Project Deliverables) only with respect to licensing, and 13 (Survival).

[End]

MAINTENANCE AND SUPPORT SERVICES ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, the Agreement General Terms and Conditions shall control, but only to the extent of such inconsistency.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase; provided that any such increase shall not exceed the percentage change in the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period or five percent (5%), whichever is lower.

Annual Fees means the annual Fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Customer Support Services". Copies of the Client Services Guidelines Documents may be obtained by calling Itron Global Customer Support Service at +1(877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified in an Order Document for which Customer has purchased Maintenance Services.

Covered Firmware means Itron's network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

Covered Products mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified in an Order Document for which Customer has purchased Maintenance Services.

Customer Information Technology Environment means Customer owned and/or managed network infrastructure, network hubs, routers, modems, servers, clients, databases, and other software components that support the Customer's information technology environment.

Error means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

Fix means a correction or workaround for an Error.

Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	FCS (will continue support until application is replaced by Temetra)
Covered Firmware	Date of shipment of the applicable communicating device
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work.
Covered Equipment	End of warranty period

Covered Product	M&S Commencement Date
Third Party Covered Products	Per applicable third-party service provider terms and conditions

Go-Live means the date on which the software components associated with a particular phase of the software upgrade are used by Customer in the production environment.

Maintenance Billing Cycle means a period of one (1) year beginning on January 1st of each calendar year.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment 1 to this Addendum.

Service Offering has the meaning set forth in the Software-as-a-Service Addendum.

Service Request means an Itron tracked Customer request for Global Support Services.

Third Party Covered Products means third-party equipment and third-party software identified in an Order Document for which Customer has purchased Maintenance Services.

3 Principal Services Contacts

3.1 Designation by Customer

Customer shall designate a minimum of one (1) and not more than two (2) Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

3.2 Training of Principal Services Contacts

Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

4 Global Support Services & Service Requests

4.1 Global Support Services

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

4.2 Service Request Process

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. When Customer submits a Service Request, Customer will reasonably assess its business urgency according to the appropriate Severity Level in Attachment 1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels.

4.3 Field Support

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("Requested Field Support") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron for reasonable out of pocket travel-related expenses that (a) are incurred in providing the Professional Services, (b) have been pre-approved in writing by Customer, and (c) comply with Customer's travel-expense guidelines travel-related expenses, unless the cause of the reported problem is found to be due to an error in the Itron product or service.

5 Itron Firmware and Software Maintenance

5.1 Scope

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription.

5.2 Modifications

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

5.3 Fixes

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the necessary resource effort reasonable under the circumstances to support of Itron restoring the system and remediating the Error, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

5.4 Improvements

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as new add-on modules/features and not part of the product's original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

5.5 Software Releases

5.5.1 Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may vary and be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"

5.5.2 The first place, "**X**.X.X.X", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.

5.5.3 The second place, "X.**X**.X.X", in Itron's numbering convention refers to a "Minor Release, which is an update to a current Major Release. A Minor Release may include consolidation of previous Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

5.5.4 The third place, "X.X.**X**.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.

5.5.5 The fourth place,"X.X.X.**X**", in Itron's numbering convention refers to a "Hot Fix," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

5.6 Support for Covered Firmware

Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable, undisputed Fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of it being made available to Customer, and (ii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

5.7 Support for On Premise Itron Enterprise Edition, OpenWay and GenX Software

Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

5.8 Support for Other On Premise Covered Software

Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services (or has properly disputed such fees), and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

5.9 Support for SaaS or IaaS

Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current, on all undisputed applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

5.10 Support for Unsupported Itron Software and Firmware

At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Release at Itron's then-current rates.

5.11 Mandatory Revisions

Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time ("Mandatory Revisions"); Itron shall give at least thirty (30) days' prior written notice of any Mandatory Revision and, at no additional charge, provide reasonable assistance for testing and deployment and which may be required to correct errors, vulnerabilities, thirty party concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("Mandatory Revisions"). ITRON IS NOT LIABILE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

5.12 Installation Services for On Premise Releases

Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-Service subscription in accordance with the applicable terms and conditions for such services.

5.13 Restoring Firmware or Software to Maintenance Services

If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

5.14 Exclusions

Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to

implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; (vii) viruses introduced through no fault of Itron; or (viii) network or communication link failures.

5.15 Documentation and Backup

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and manage its Covered Firmware or on-premise software installation as part of ongoing system operation.

5.16 Customer Responsibilities

The provision of Maintenance Services for Covered Firmware or Covered Software by Itron assumes that Customer will facilitate such services as follows:

5.16.1 Service Requests

Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

5.16.2 Data Review

If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

5.16.3 Installation and Upgrades

Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

5.16.4 Remote Access

5.16.5 Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. All remote access is subject to Customer's reasonable security policies and controls. Remote access may be provided through systems such as Microsoft Teams as mutually agreed in writing. If Customer's security requirements preclude remote access, the Parties will coordinate an alternative method—such as on-site support—and any resolution-time commitments will be tolled only for the period directly attributable to arranging that alternative access. System Configuration, Operation and Maintenance

Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will obtain Itron's written consent prior to making any material changes that may affect the installation or operation of on premise Covered Software.

5.16.6 Network Administration

Customer is responsible to monitor and maintain, repair, replace and upgrade its owned and/or managed local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control. The scope of responsibility includes components within the Customer Information Technology Environment and does not include Itron-operated infrastructure, such as AMI.

5.16.7 Database Administration

Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is

responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

6 Itron Equipment Maintenance

6.1 Maintenance Procedures

Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Location Table. Customer will return Covered Equipment at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches, and (iii) return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

6.2 Exclusions

Itron is under no obligation to perform Covered Equipment Maintenance Services in circumstances where the failure or damage is due to: (i) accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

6.3 Estimated Fees

Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

6.4 Adding/Restoring Equipment to Maintenance Services

Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this Section.

6.5 Equipment Responsibilities

Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

7 Fees and Invoicing

7.1 Annual Fees

Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services. Itron may also pass through price increases for Maintenance Services on Third-Party Covered Products that Itron receives from the third-party service provider on behalf of the Customer.

7.2 Invoicing

Itron will invoice Customer for the first Maintenance Billing Cycle on or after the Effective Date. Itron may invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle at a

prorated amount. Otherwise, Itron will invoice Customer for each subsequent Maintenance Billing Cycle approximately twenty (20) days prior to the commencement of the following Maintenance Billing Cycle.

7.3 Renewal Notice

Itron will provide Customer a renewal notice for Itron Covered Products at least one hundred twenty (120) days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a Maintenance Billing Cycle. Itron will provide Customer a renewal notice for Third Party Covered Products as soon as reasonably practical following Itron's receipt of such notice from the third party service provider.

7.4 Purchase Order

Customer shall submit a Purchase Order to Itron for the quoted amount of Itron Covered Products prior to the commencement of each Maintenance Billing Cycle. Customer shall submit a Purchase Order to Itron for the quoted amount of Third Party Covered Products thirty (30) days prior to the commencement of each Maintenance Billing Cycle. Itron will not renew Third Party Covered Product maintenance for which a Purchase Order has not been provided by Customer.

8 Support for Third Party Products

Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

9 End of Support

Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than three hundred sixty five (365) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

10 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 5.14 (Exclusions), 6.2 (Exclusions), 7 (Fees and Invoicing), 9 (End of Support), and 10 (Survival).

11. Subcontracting & Third-Party Contractor.

11.1 Prior Approval Required. Itron shall not subcontract, delegate or otherwise engage any third-party contractor to perform any of its obligations under this Agreement without Customer's prior written consent, Customer may withhold or grant in its sole discretion.

11.2 Flow-Down of Obligations. Any subcontract or other agreement with a third-party contractor approved by Customer shall include terms no less protective of Customer's rights than those contained in this Agreement, including without limitation:

11.3 confidentiality and data-security obligations;

11.3.1 compliance with all applicable laws, regulations and Customer policies;

11.3.2 performance standards and service levels at least as stringent as those Itron owes Customer; and

11.3.3 indemnification and insurance provisions mirroring Itron's obligations under this Agreement.

11.4 Itron Responsibility. Notwithstanding any approved subcontracting, Itron shall remain fully liable for the acts, omissions, errors and defaults of any third-party contractor as if performed by Itron itself, and shall ensure prompt remediation of any failures by such contractors.

11.5 Revocation of Consent. Customer may, at any time and for any reason, withdraw its consent to any previously approved third-party contractor by providing written notice to Itron. Upon such notice, Itron shall promptly replace the contractor (subject to Customer approval of the replacement) or resume performance of the affected obligations itself.

12. Customer may terminate this Addendum or any affected Maintenance Services Offering upon thirty (30) days' written notice if Itron fails to meet the Response Time or Restoration Target for a given Severity level in two (2) consecutive calendar quarters. Upon such termination, Customer shall receive a pro rata refund of any prepaid Maintenance Fees for the unused portion of the term.

Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
Severity Level 1* **Business Impact: Critical Impact / System Down.** A Production System Error for which there is no work-around, which causes Covered Firmware or Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue. **Example:** a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down	During regular business-hours Itron will begin the Service Request process during Customer's initial call. During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process. Following the start of the Service Request process Itron will respond to Customer's Service Request within two (2) business hours with an investigation response. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three (3) hours.	Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, or S4. Customer's Support Staff must be available 24x7 to work cooperatively with Itron continuously until restoration is achieved. Restoration Target: 4 hours if Itron SaaS.	5 business days (for non-bug fixes) Root Cause Analysis (RCA): 30 business days	An unresolved Service Request shall be escalated to Itron management as follows: **After 30 minutes:** Technical Customer Support Team Lead **After 8 hours:** Manager, Technical Client Services **After 16 hours:** Director, Global Support Services **After 48 hours:** Service Request. Vice President, Services and Delivery **After 72 hours:** President, Itron

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
Severity Level 2* **Business Impact: Major impact, degraded Operation.** An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion. **Example:** a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.	During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day. While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S3 or S4. Restoration Target: 5 business days if Itron SaaS.	15 business days (for non-bug fixes) Root Cause Analysis (RCA): Not Available. RCA may be requested through Itron's account manager.	An unresolved Service Request shall be escalated to Itron management as follows: **After 1 hours:** Technical Customer Support Team Lead **After 8 hours**: Manager, Technical Client Services **After 24 hours**: Director, Global Support Services **After 30 Days**: Vice President, Services and Delivery

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
Severity Level 3** **Business Impact: Minor Business Impact, compromised operations.** An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities. Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.	During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	Itron will work during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S4. Restoration Target: 45 business days if Itron SaaS.	90 business days (for non-bug fixes) Root Cause Analysis (RCA): Not Available	
Severity Level 4 **Business Impact: Standard Operations intact.** A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality Example: Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.	During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams. Restoration Target: There is no restoration target for Severity Level 4 Issues.	There is no resolution target for Severity Level 4 Issues. Root Cause Analysis (RCA): Not Available	

* Severity Level 1 and Severity Level 2 must be reported by phone to ensure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on non-production servers / environments are entered as a Severity Level 3.

*** Issue must be repeatable before Resolution Target Time begins barring no software application bugs. ****

[End]

SOFTWARE ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is subject to the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, the Agreement General Terms and Conditions shall control, but only to the extent of such inconsistency.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Authorized Installations means installations of Itron Software only on one production environment and one test environment on Customer premises.

Authorized User means an employee or contractor of Customer who Customer permits to access and use the Itron Software and/or Documentation pursuant to Customer's license hereunder.

Endpoints means (i) a physical device (e.g., a meter, encoder-receiver-transmitter module, or other measuring, monitoring or sensing device) capable of being used in connection with Itron Software, or (ii) a virtual device created in the Itron Software to simulate the existence of a physical device. An example of a virtual device that is an Endpoint would include a single electricity meter that serves ten (10) apartment units. If the consumption data from that electricity meter was divided between ten (10) units (e.g., on the basis of square footage) and used in the Itron Software as if that single electricity meter was actually ten (10) electricity meters, it would count as ten (10) Endpoints. Further, each account, whether active or inactive, in the applicable that is associated with a single physical device counts as a separate Endpoint.

Itron Software means the machine readable (object code) version of computer programs listed on an Order Document to be licensed to Customer under this Agreement that are developed by or on behalf of Itron.

License Term means the duration of the Itron Software license granted by Itron to Customer under this Addendum; unless otherwise provided in an Order Document, the License Term for each Itron Software product is perpetual.

Software means Itron Software and Third-Party Software, including any updates provided to Customer pursuant to this Agreement.

Software Warranty Period means a period of ninety (90) days from the date of delivery, unless another Software Warranty Period is expressly stated in the applicable Order Document.

Third-Party Software means the machine readable (object code) version of computer programs listed on an Order Document to be licensed to Customer by a third-party and that are not developed by or on Itron's behalf.

3 Ordering Software

Customer shall order Software by issuing a Purchase Order to Itron in accordance with this Agreement.

4 Delivery and Invoicing

Itron will promptly deliver Software electronically, on tangible media, or by other means following Itron's acceptance of the applicable Purchase Order. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to destination. Itron will invoice Customer for Fees due for Software upon the date of delivery.

5 Itron Software License

Subject to and conditioned on Customer's payment of all applicable Fees and compliance with this Agreement, Itron hereby grants to Customer a non-exclusive, non-sublicensable, transferable license to any during the License term to use Authorized Installations of Itron Software and related Documentation for Customer's internal business purposes, including use for disaster recovery, backup, testing, training, and data migration, solely: (i) within the Territory; (ii) in connection with the number of Endpoints or other devices specified on the applicable Order Document; and (iii) in accordance with any other restrictions specified on the applicable Order Document. For purpose of clarity, nothing in this Software Addendum prevents or limits Customer from using this Itron Software License for any reason relating to its duties and responsibilities relating to Customer's Affiliates.

6 Third-Party Software

All Third-Party Software and related documentation is separately licensed to Customer by the applicable third-party, and Customer's rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third-party licensor's applicable software license. If Customer chooses to order Third-Party Software, Customer

shall enter into or accept one or more separate third-party agreements as part of the ordering, fulfilment, installation and/or download processes for such Third-Party Software.

7 Documentation

Itron will make its Documentation available via download and provide Customer with download instructions.

8 Itron Software License Restrictions

Customer shall not use the Itron Software or Documentation for any purpose beyond the scope of the licensed granted in this Addendum. Without limiting the foregoing, Customer will not at any time, directly or indirectly: (i) modify or create any derivative works from Itron Software, (ii) distribute the Itron Software, (iii) include or combine Itron Software with any software, equipment, or hardware other than as expressly authorized in writing by Itron, (iv) use Itron Software to provide services to third-parties, (v) reverse assemble, decompile, reverse engineer Itron Software or otherwise attempt to derive its source code except to the extent that such restriction is prohibited by applicable law, (vi) export Itron Software out of the Territory, (vii) use any Itron Software to create products or services that compete with any of Itron's products or services, or (viii) copy Itron Software except to make one machine readable copy for disaster recovery or archival purposes. Customer's breach of these restrictions or use of Itron Software or Documentation other than as licensed hereunder shall constitute a material breach of this Agreement and shall result in revocation and immediate termination of all rights and licenses granted under this Agreement, provided, however, that Itron shall give Customer written notice of any alleged violation and thirty (30) days to cure before revocation or termination takes effect, unless the breach is willful or causes material harm. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions. Customer is responsible and liable for all uses of Itron Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. . Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Itron Software, and shall cause Authorized Users to comply with such provisions. Notwithstanding the foregoing, Customer may make reasonable copies of Itron Software for backup, archival, disaster recovery, or failover purposes, provided those copies are not used in production except during a recovery event.

If an Itron Software license is acquired under a United States government contract, Customer acknowledges that such Itron Software (including updates thereto) and associated Documentation are "Commercial Computer Software" as defined in 48 C.F.R. 12.212 of the Federal Acquisition Regulations (FAR) and in 48 C.F.R. 227.7014(a)(i) of the Department of Defense Federal Acquisition Regulations Supplement (DFARS), and are provided with only the commercial rights and subject to the restrictions described in this Agreement.

9 Limited Itron Software Warranty

For the Software Warranty Period, Itron warrants to Customer that the Itron Software will substantially conform in all material respects to the applicable Itron published specifications and be free from any malware or disabling code introduced by Itron. As Customer's sole and exclusive remedy, Itron will, at its option, during the applicable Software Warranty Period, repair or replace non-conforming Itron Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Itron Software if this Agreement or applicable Order Document has terminated or expired. If Itron is unable to repair or replace non-conforming Software within thirty (30) days, Customer may elect a full refund of fees as a credit for the affected Software The foregoing warranty does not apply to non-conformities in Itron Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install Itron Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Itron Software or Customer's systems through no fault of Itron. After the applicable Software Warranty Period, any Itron Software errors and any maintenance updates will be addressed under the Maintenance and Support Services Addendum.

10 Effect of Expiration or Termination for Cause

Upon termination of an Itron Software license for cause or expiration of a License Term, whichever occurs first, Customer shall have a one hundred eighty (180) day wind-down period to discontinue use of the applicable Itron Software and related Documentation, and Customer will destroy or return to Itron any and all copies. Upon Itron's request, Customer will confirm in writing that Customer has destroyed or has returned Itron Software and related Documentation in compliance with this section. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other files or materials. Termination of an Itron Software license for cause will not restrict the Parties from pursuing any other remedies available to it, including injunctive relief, nor will it relieve Customer of its obligation to pay all undisputed fees and reasonable wind-down costs that accrued prior to such termination.

11 Third-Party Software Warranty

Itron is not the owner of Third-Party Software and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Software. Third-Party Software shall be subject to any warranties provided by the Third-Party Software provider. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third-Party Software provider.

12 License Use Verification & Audit

12.1 License Use Verification

Customer represents and warrants the Itron Software will be used by Customer in compliance with the licenses granted in this Addendum. Promptly upon Itron's written request, and no more than once annually, Customer must furnish Itron with a letter signed by an officer of Customer, verifying such compliance, and confirming the number, identification, type and location of Endpoints and other devices being managed by Customer using Itron Software.

12.2 Audit

Itron has the right to audit Customer records to verify the number of Endpoints and other devices being managed by Customer using Itron Software and otherwise confirm Customer's compliance with license restrictions and Fee obligations of this Agreement. Itron must provide Customer with at least thirty (30) days prior written notice of the audit. The audit must be conducted during Customer's normal business hours at a mutually agreeable location. Itron's right to conduct an audit under this Section is limited to one (1) time per year, unless Itron has reason to believe that Customer is out of compliance with the license restrictions and Fee obligations of this Agreement. Itron has the right to use an independent auditor to conduct the audit. The audit shall be at Itron's sole cost and expense, unless the audit identifies a deficiency in Fees or other amounts owed or reimbursable by Customer during the audited period that is greater than five percent (5%) of the total amounts payable by Customer – in which case Customer must reimburse Itron for all reasonable costs of the audit. All amounts found to be owed by Customer pursuant to an audit will be payable within thirty (30) days after receipt of invoice from Itron. If an audit determines that Customer has overpaid any Fees or other amounts, Itron will issue a credit to Customer's account in the amount of such overpayment, which Customer may apply against future invoices, or, at Customer's election, Itron will issue a credit for the overpaid amount within thirty (30) days after Customer's written request. Itron will also correct billing prospectively to prevent recurrence. If the overpayment equals or exceeds five percent (5%) of the total amounts payable by Customer for the audited period, Itron will reimburse Customer for Customer's reasonable, documented out-of-pocket costs of the audit. Itron will use audit findings solely to verify compliance and will maintain them as confidential information.

13 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Delivery and Invoicing), 5 (Itron Software License) except to the extent applicable license rights expire or are terminated in accordance with this Agreement, 6 (Third-Party Software), 8 (Itron Software License Restrictions), 9 (Limited Itron Software Warranty), 10 (Effect of Expiration or Termination for Cause), 11 (Third-Party Software Warranty), 12 (License Use Verification & Audit) and 13 (Survival).

[End]

Software-AS-A-Service ADDENDUM

General SaaS Terms and Conditions

1 Relationship to General Terms and Conditions

This Addendum consists of the SaaS General Terms and Conditions below, which generally apply to all Service Offerings, and the attached Special Terms and Conditions, which apply to specific Service Offerings, and is governed by the Agreement General Terms and Conditions and applicable Order Documents. If there is any inconsistency among the Special Terms and Conditions, the SaaS General Terms and Conditions, and the Agreement General Terms and Conditions, these documents shall be given precedence in the following order: (a) the Special Terms and Conditions, (b) the SaaS General Terms and Conditions, and (c) the Agreement General Terms and Conditions.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means an annual price increase not to exceed the lesser of (i) five percent (5%) or (ii) the Consumer Price Index for all Urban Consumers (CPI-U) for the preceding twelve-month period.

Available means the percentage of time during a month when the applicable Service Offering is accessible to the Customer, excluding any Planned Maintenance or agreed-upon Downtime. Availability is calculated as follows:

$$\text{Availability \%} = \left(\frac{\text{Total minutes in the month} - \text{Total Downtime minutes in the month}}{\text{Total minutes in the month}} \right) \times 100$$

Authorized User means any employee, contractor, consultant, agent, or representative of the Licensee, regardless of location (including remote workers and third parties), who is granted access to the Software by the Customer for the purpose of carrying out the Customer's business operations, provided such access is for the Licensee's internal business use and in compliance with these General SaaS Terms and Conditions.

Downtime means the time during which the applicable Service Offering is not Available due to unplanned outages or issues.

Endpoint means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device that Itron has agreed to monitor as part of a Service Offering which Endpoints are identified in the Order Document or Pricing Summary.

Hybrid SaaS means Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and a Service Offering for such Software.

Maintenance Services means services provided under the Maintenance and Support Services Addendum.

Minimum SaaS Subscription Term means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be three (3) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

Planned Maintenance means pre-arranged and communicated periods where the applicable Service Offering may be offline for updates or maintenance.

Recovery Point Objective or **RPO** means the maximum tolerable time period during which data might be lost from production Software due to a service interruption event.

Recovery Time Objective or **RTO** means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software to Customer following declaration of a disaster event.

SaaS means software-as-a-service whereby Itron or its designated provider hosts and provides Customer with access to Software on Servers via the internet.

SaaS Billing Cycle means a period of one year beginning on the Service Offering Commencement Date for the initial Service Offering or any anniversary thereof. For clarity, there is only one SaaS Billing Cycle for all Service Offerings, unless otherwise provided in the applicable Special Terms and Conditions.

SaaS General Terms and Conditions means the terms and conditions set forth in the main body of this Addendum.

Servers means the physical or virtual servers owned by Itron or its designated provider on which Software will be installed, operated, and maintained.

Service Offering means SaaS, including Hybrid SaaS, plus any services that are additional or supplemental, as described in the applicable Special Terms and Conditions.

Service Offering Commencement Date means, with respect to each Service Offering, the earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering.

Software means the software identified on the applicable Order Document or Pricing Summary for which Customer has purchased a Service Offering.

Special Terms and Conditions means Service Offering-specific terms and conditions set forth on Attachment A to this Addendum.

Subscription Fees means annual fees identified in the applicable Order Document or Pricing Summary for each Service Offering, plus the Annual Adjustment, if any. Subscription Fees include applicable Maintenance Services fees for SaaS. Subscription Fees do not include any applicable license or Maintenance Services fees for Hybrid SaaS.

Subscription Term means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

3 Access Rights

3.1 Access Rights

Itron will provide SaaS for the Itron Software identified in the table in this Section 3.1 for which Customer has purchased a Service Offering. Subject to Customer's compliance with the Agreement (including payment of all applicable Fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory (as defined in the General Terms and Conditions of the Agreement). Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, and applicable Order Documents), and laws and government regulations. Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

Itron Software Eligible for SaaS
ChoiceConnect Fixed Network
FDM Tools
FDM Workorders
Field Tools Advanced
Field Tools Basic
Gas and Water Analytics
Itron Mobile
Itron Security Manager
Operations Optimizer
Temetra

3.2 Restrictions on Use

Except as otherwise authorized within this Agreement including without limitation Customers Software, Customer must not, and must ensure that users do not: (a) modify, translate or create derivative works of any Service Offering or related Documentation,; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means, except that Customer may create screenshots, screen recordings, and other reproductions of the Service Offering for Customer's internal business purposes, including internal training, documentation, and business meetings; (c) sell, assign, transfer, lease or sublicense any Service Offering; (d) allow any third party, other than Authorized Users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis including, in connection with devices or equipment not owned or otherwise controlled by Customer; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property; (h) this section intentionally omitted ; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (l) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) except as provided in the Agreement, merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; or (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers.

3.3 User IDs and Passwords

Itron shall provide Customer with user identifications and passwords ("**User IDs**") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user (unless such license is reassigned in its entirety to another authorized user).

3.4 Content Restrictions

Customer may not use a Service Offering or Server to host, distribute or process any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "Prohibited Content"). Itron reserves the right to remove any Prohibited Content from a Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by the Customer's breach of this section.

3.5 Breach of Restrictions

Customer's breach of the restrictions set forth in Section 3.2 ("Restrictions on Use") or Section 3.4 ("Content Restrictions") shall constitute a material breach of the Agreement and will give Itron the right to revoke or suspend all rights and licenses granted under this Addendum with respect to the Service Offerings provided, however, that Itron shall give Customer written notice of any alleged violation and thirty (30) days to cure before revocation or suspension takes effect, unless the breach is willful or causes material harm. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

4 Fees and Invoicing

4.1 Subscription Fees

Customer shall pay Subscription Fees in advance of each SaaS Billing Cycle in which it will receive a Service Offering.

4.2 Invoicing

Unless otherwise provided in the applicable Statement of Work, Itron will invoice Customer for each One Time Setup Fee upon the applicable Service Offering Commencement Date. Initial Subscription Fees for each Service Offering will be prorated based on when the applicable Service Offering Commencement Date occurs relative to the then-current SaaS Billing Cycle Itron will invoice Customer for each subsequent SaaS Billing Cycle approximately twenty (20) days prior to the commencement of such SaaS Billing Cycle. Maintenance Services fees and license fees relating to Hybrid SaaS are not included in this Addendum or the Subscription Fees and will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable.

5 Renewal, Discontinuance, Suspension, End of Support.

5.1 Renewal Notice

Unless a Party discontinues a Service Offering in accordance with this Section 5, Itron will provide Customer a renewal notice for each Service Offering at least one hundred twenty (120) days prior to the commencement of each SaaS Billing Cycle.

5.2 Discontinuance

Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a SaaS Billing Cycle. If Customer discontinues a Service Offering for reasons other than Itron's material breach or failure to meet service levels prior to expiration of the Minimum SaaS Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for 50% any unpaid Subscription Fees for the respective Service Offering through the end of the remaining current year of the term.

Itron may discontinue a Service Offering following the applicable Minimum SaaS Subscription Term by providing Customer with no less than three hundred and sixty-five (365) days' written notice of the applicable discontinuance date. If the applicable discontinuance date will occur with a subsequent SaaS Billing Cycle, Subscription Fees for the discontinued Service Offering will be prorated based on when the discontinuance date occurs relative to the SaaS Billing Cycle.

5.3 Suspension or Restriction of Service

Itron may suspend or restrict all or part of the Service Offerings at any time to the extent necessary to protect the security and integrity of the Software, Servers, platforms, and systems, or for a breach of Section 3.2 ("Restrictions on Use") or Section 3.4 ("Content Restrictions") until such breach is cured. Customer shall not be responsible for any fees associated with a Service Offering which has been suspended or restricted in whole or in part thereof until such Service Officering has been restored in its entirety.

6 Monthly Application Availability Service Level

6.1 Availability Service Level

Provided Customer has paid all applicable Fees (including all Subscription Fees and, in the case of Hybrid SaaS, all maintenance and license fees), Itron will use reasonable endeavors to ensure each Service Offering in a production environment will be Available at least 99.9% of the time, measured and reported monthly, beginning in the first full calendar month following the respective Service Offering Commencement Date ("Availability Service Level"). The Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data will be the sole basis to determine whether a Service Offering is Available for the Availability Service Level measurements and calculations.

6.2 Availability Service Level Credits

Subject to the service level exclusions in Section 7.1 ("Service Level Exclusions") of these SaaS General Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the Availability Service Level:

SaaS Application Availability (production environments only)	
Monthly Availability	**Credit (% of monthly Subscription Fee for applicable Service Offering)**
≥99.5% and <99.9%	2%
≥99.0% and <99.5%	4%
≥97.5% and <99.0%	10%
≥96.0% and <97.5%	12.5%
<95.0%	20%

The above-referenced credits shall be Customer's sole and exclusive remedy for Itron's failure to meet the Monthly SaaS Application Availability Service Level; provided, however, that if the Monthly SaaS Availability Service Level is less than 75% for three (3) consecutive months at any time during the applicable Subscription Term (a "Chronic SLA Failure"), Customer will be entitled to a 30% service level credit or may seek to terminate this Agreement for cause in accordance with Section 11 of the Agreement based on such Chronic SLA Failure.

6.3 Planned Maintenance

Planned Maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible and with 48 hours advance written notice. Planned Maintenance will be facilitated through Itron change control which would include a project plan, date and time of maintenance window, and customer approval. Unplanned maintenance,

whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time. Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

7 Service Level Exclusions; Disclaimers

7.1 Service Level Exclusions

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document, and the Customer is not entitled to credits, to the extent such failure is attributable to any one or more of the following: (a) planned maintenance or scheduled upgrades; (b) an event triggering a disaster recovery (if available for the product offering and purchased by Customer) and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 5 ("Renewal, Discontinuance, Suspension; End of Support") of this Addendum; (d) conditions beyond Itron's reasonable control, including but not limited to (i) unavailability of Customer or third party wireless services between the Service Offering and the Endpoints; (ii) failures in external Internet or VPN configurations not managed by Itron; (iii) a Force Majeure event; (iv) false reports of unavailability as a result of outages or errors of any Itron measurement system; (v) an act or omission of Customer or third parties which is not contracted by Itron, including security incidents caused by such act or omission; (vi) incident investigation or computer failures that could not reasonably have been prevented by Itron; (vii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (viii) Customer's delay in performing maintenance or other tasks designated as its responsibility in the Agreement.;

7.2 Third-Party Content Disclaimer.

Itron does not maintain third-party Software or third-party Service Offerings that Customer purchases through Itron (collectively "Third-Party Content") and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Content. Third-Party Content shall be subject solely to any service levels or warranties provided by the third-party provider. Itron will pass through to Customer or make reasonable efforts to enforce on Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

7.3 Use of SaaS with Third-Party Devices.

Customer may use a Service Offering to collect data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("Third-Party Radio Device"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

8 Sizing of Software-as-a-Service

Any sizing criteria changes, including without limitation the number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application, may result in a change in Subscription Fees. Any such change in Subscription Fees will be provided by Itron in a service pricing or quote to Customer and invoiced by Itron in the subsequent invoice.

9 Incident Management

Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers, in accordance with the Maintenance and Support Services Addendum.

10 Customer Technical Responsibilities

Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, unless otherwise specified in an Order Document or, Statement of Work, or any Special Terms and Conditions attached hereto, Customer is responsible for providing WAN connectivity.

11 Business Continuity

Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back-office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System

and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in the event of a failure. Business continuity is designed to provide recovery for component failures within a data center, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

12 Disaster Recovery

Disaster Recovery (**"DR"**) is an optional fee-based service that is offered by Itron for some product offerings. If offered by Itron for Customer's product offering, Customer may purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network (**"FAN"**) communications in the event DR is needed. At Customer's request, Itron will test the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer, subject to agreement on applicable Fees and Statement of Work.

In the event of a Severity Level 1 Error (as defined in the Maintenance and Support Services Addendum), Itron will evaluate the scale of the incident, readily available mitigation plans, and the estimated time to recover. If it is apparent to Itron that an incident meeting the standards of a disaster as set forth in Itron's Disaster Recovery plan has occurred with no possibility of mitigation, Itron will declare a disaster and begin the notification process. Itron will notify the Customer of an any such event that will result in service interruption in excess of twelve (12) hours. Once a disaster has been declared, Itron's responsibilities for SLAs will be temporarily suspended until the time at which Customer's environment has been failed over and is operating in the secondary DR datacenter. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours. Notwithstanding the foregoing, If Customer is utilizing Temetra, DR is provided to Customer at no additional charge utilizing the process as described in Special Terms and Conditions Temetra attachment.

13 Roles and Responsibilities

The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility

S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		**P**
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		**P**
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	**P**	
Maintain skill sets necessary to properly support the SaaS.	**P**	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	**P**	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	**P**	
Administer associated Linux, Unix, and Windows operating systems.	**P**	
Apply operating system and other third-party security patches and critical updates as appropriate.	**P**	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	**P**	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	**P**	
Monitor communications and support communications troubleshooting activities for the SaaS.	**P**	
Perform software upgrade activities.	**P**	
Maintain and administer the SaaS Server databases.	**P**	

Description of service or deliverable	Itron	Customer
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP or equivalent if included in the SOW.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

[END]

Special Terms and Conditions

Temetra

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Temetra:

1 Mobile Device Software

(a) License Grant. Subject to the terms of this Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "**Mobile Device Software**") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "**Mobile Device**") strictly in accordance with the Documentation.

(b) License Restrictions. Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.

(c) Directives. To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "**Directives**") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.

(d) Limited Mobile Device Software Warranty. For a period of ninety (90) days from the date of delivery of the Mobile Device Software to Customer (the "**Warranty Period**"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, , during the Warranty Period, repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if the Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to non-conformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron, unless the foregoing was introduced by a third party which is contracted by Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under maintenance and support terms.

(e) Updates. Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will be deemed part of the Mobile Device Software and be subject to all terms and conditions of this Agreement.

2 Compatible Mobile Devices

Mobile Device Software is designed to work in connection with Mobile Devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Mobile Device Software work with any other mobile devices.

3 Internet Connectivity; Disclaimer of Liability

Mobile Device Software requires internet connectivity, which Customer is solely responsible for obtaining and maintaining. Itron accepts no responsibility for any internet services failure, Mobile Device failure, or for any loss or damage of any kind caused by such failure.

4 Business Continuity and Disaster Recovery

As it applies to these Special Terms and Conditions, the following shall replace Section 12 ("Business Continuity") and Section 13 ("Disaster Recovery") of the Saas General Terms and Conditions in its entirety.

Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night.

5 Recovery of Customer Data at the End of the Agreement or SaaS Service.

Upon Customer's request at expiration or termination of the Service Offering, Itron will maintain Customer's access to the system for a maximum period of three (3) months from the date of expiration or termination, for the sole purpose of enabling Customer to retrieve the following Customer data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by the SaaS Service Offering, or the format already supported by the SaaS Service Offering. At the end of this three (3) month period, the Customer data will be permanently deleted and will no longer be recoverable

[END]

Special Terms and Conditions

Field Tools Advanced

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Field Tools Advanced:

1 Compatible Mobile Devices

Field Tools Advanced is designed to work in connection with mobile devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Field Tools Advanced work with any other mobile devices.

2 Customer's Obligation to Protect Customer Information on Mobile Devices

Customer must take steps to protect Customer information stored on mobile devices. User identification codes, passwords, and any information provided to Customer as part of Itron's security procedures must be treated by Customer as confidential and must not be disclosed in violation of the Agreement. Customer is at all times responsible for its employees and subcontractors' use of Field Tools Advanced. Itron has the right to disable any user identification codes or passwords if Customer or its employees and contractors have failed to comply with any of the provisions of this Agreement.

3 Internet Connectivity; Disclaimer of Liability

Field Tools Advanced requires internet connectivity, which Customer is solely responsible for obtaining and maintaining. Itron accepts no responsibility for any internet services failure, mobile device failure, or for any loss or damage of any kind caused by such failure.

[END]

Special Terms and Conditions

AMI Essentials (For Water)

The Special Terms and Conditions below apply only to Itron's AMI Essentials (Water and Gas) Service Offering:

1 Mobile Device Software

(a) License Grant. Subject to the terms of this Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "**Mobile Device Software**") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "**Mobile Device**") strictly in accordance with this Agreement and the Documentation.

(b) License Restrictions. Accept as otherwise provided in this Agreement, including without limitation Customers Software, Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason. Notwithstanding the foregoing, nothing herein shall prevent Customer may create screenshots, screen recordings, and other reproductions of the Service Offering for Customer's internal business purposes, including internal training, documentation, and business meetings.

(c) Directives. To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "**Directives**") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.

(d) Limited Mobile Device Software Warranty. For a period of ninety (90) days from the date of delivery of the Mobile Device Software to Customer (the "**Warranty Period**"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, during the Warranty Period set forth in this Section 1(d), repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if this Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to non-conformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron, unless the foregoing was introduced by a third party which is contracted by Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under Maintenance Services.

(e) Updates. Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will be deemed part of the Mobile Device Software and be subject to all terms and conditions of this Agreement.

2 Compatible Mobile Devices

Mobile Device Software is designed to work in connection with Mobile Devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Mobile Device Software work with any Devices that do not meet Itron minimum requirements.

3 Internet Connectivity; Disclaimer of Liability

Mobile Device Software requires Internet connectivity, which Customer is solely responsible for obtaining and maintaining. Itron accepts no responsibility for any internet services failure, Mobile Device failure, or for any loss or damage of any kind caused by such failure.

4 Business Continuity and Disaster Recovery.

As it applies to these Special Terms and Conditions, the following shall replace Section 12 ("Business Continuity") and Section 13 ("Disaster Recovery") of the Saas General Terms and Conditions in its entirety.

Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night.

5 Recovery of System Data

Prior to the end of the Subscription Term, or earlier termination of this Agreement or applicable Order Document, (the "**Recovery Request Deadline**") Customer may request to Itron in writing to recover system data relating to this Service Offering ("**Recovery Request**"). Provided that Itron has received the Recovery Request from Customer prior to the Recovery Request Deadline, Itron will maintain Customer's access to this Service Offering for a period of one hundred eight days (180) days from Recovery Request Deadline (the "**Recovery Period**"), for the sole purpose of enabling Customer to retrieve the following system data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by this Service Offering, or the format already supported by this Service Offering. At the end of the Recovery Period, the system data will be permanently deleted and will no longer be recoverable. Notwithstanding the foregoing, if Customer fails to pay undisputed amounts due, Itron will have no obligation to maintain system data or Customer's access to this Service Offering following the Recovery Request Deadline. Itron may restore system data (if recoverable) and reinstate Customer's access to this Service Offering upon payment of Itron's then current reinstatement fee.

6 Connectivity

Data transmission between an End Point and the Head End System, or meter-reading system ("**Connectivity**"), is provided by a third-party carrier network. In the event of a disruption in Connectivity, Itron will use commercially reasonable efforts to assist the network carrier to resolve the disruption.

7 AMI Essentials Use Restrictions

7.1 Limitations

The following restrictions on Customer's use of AMI Essentials (Water & Gas) are in addition to those set forth in Section 3.2 ("Restrictions on Use") of the SaaS General Terms and Conditions:

7.1.1 Conventional AMI Use Cases

Unless otherwise approved in writing by Itron in accordance with Section 7.1.2 below, Customer will use AMI Essentials (Water & Gas) only for the following conventional AMI use cases: (a) up to four reads per day of the following available read types: no more than twice daily retrieval of interval data, daily reading of meter registers, on-demand reads, meter pings. and (b) up to five Firmware upgrades for the life of the Endpoint. Usage beyond conventional use cases could result in premature battery failure.

7.1.2 New Use Cases

If Customer requests additional use cases, Itron or its designee will review any request for new use cases, study the impact on network capacity and functionality and render a decision within 90 days of the request. Itron reserves the right to charge additional fees for any new use cases.

8 Service Levels

The read rate service level commitments outlined below are contingent upon Customer's purchase of (and ongoing right to receive) AMI Essentials (Water & Gas) in accordance with this Agreement. The service level commitments do not apply to pilot deployments of AMI Essentials (Water & Gas).

8.1 Service Level Definitions

Available Endpoint means an Endpoint that meets the following criteria: (a) the Endpoint has been properly installed according to Itron installation instructions; (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in Itron's data collection platform; (c) the Endpoint is communicating with Itron's data collection platform and a register read has been received from the Endpoint for three (3) consecutive days; (d) adequate cellular coverage signal quality is measured, as defined by applicable

product specifications; (e) cellular coverage is not affected by temporary or permanent obstructions or other conditions outside of Itron's control; (f) Customer operates and maintains the Endpoint according to Itron's published policies and procedures; (g) the solution has been optimized as part of the deployment process, including read times to support optimal performance and avoid network congestion; (h) there are no wireless carrier interruptions or gaps in cellular coverage. An Endpoint will not be considered an Available Endpoint under any of these conditions: (a) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, or (b) the Endpoint is under field investigation.

Billing Read Rate means the percentage of Available Endpoints from which register read data has been collected over a rolling 3-day period, measured for each calendar day.

8.2 Service Level Report

Itron will deliver a monthly service level report that identifies performance against service levels. If Itron does not meet a service level, the report will give the reason the service level was not achieved and describe the corrective actions taken.

8.3 Service Level Commitment

Provided Customer has paid all undisputed invoices SaaS Subscription Fees, the average monthly read rates of Available Endpoints during the Subscription Term of this Service Offering will meet or exceed the service level commitments as set forth in the table below. Itron records and data will be the sole basis for all Billing Read Rate measurements and calculations.

Service Deliverable	Monthly Service Level	Service Level Credit (% of monthly Subscription Fee for applicable Service Offering)
3-Day Billing Read Rate	>98.5%	0%
	96% - 98.5%	4%
	94% - 96%	10%
	< 94%	20%

The 3-day Billing Rate credit is the Customer's sole and exclusive remedy for Itron's failure to meet the 3-day read rate. For an Endpoint to be deemed Available, it needs to meet the criteria for the definition of Available Endpoint in 8.1. The read rate is calculated in the formula below.

$$\text{Availability \%} = \left(\frac{\text{Total available endpoints} - \text{Total non-available endpoints (minus exclusions)}}{\text{Total Available endpoints}} \right) \times 100$$

If the 3-day read rate is less than 75% for three (3) consecutive months at any time during the applicable Subscription Term (a "Chronic SLA Failure"), Customer will be entitled to a 30% service level credit or may seek to terminate this Agreement for cause in accordance with Section 11 of the Agreement based on such Chronic SLA Failure. Any Service Level Credit may be applied to any future invoice at Customer's discretion.

8.4 Reserved.

9 Fees and Invoicing

The Subscription Fees for the AMI Essentials (Water & Gas) Service Offering will be invoiced and paid in accordance with Section 5 ("Fees and Invoicing") of the SaaS General Terms and Conditions, provided that: (a) during deployment of the quantity of Endpoints specified in the applicable Subscription Fees (the "**Deployment Period**") and until the first anniversary of the Service Offering Commencement Date following the Deployment Period, the SaaS Billing Cycle and each Subscription Term will be consecutive periods of three calendar months commencing at the end of the calendar month in which the Service Offering Commencement Date occurs, (b) Itron will invoice Customer for Subscription Fees for each Subscription Term in advance upon the commencement of each SaaS Billing Cycle, and (c) Itron will not be required to provide Customer with a renewal notice.

10 AMI Essentials (Water & Gas) - Daily Operational Roles & Responsibilities

Daily operations, Endpoint data collection activities, delivery of daily data export files, and event exception notification require that activities be performed by both Itron and Customer to ensure effective delivery of AMI Essentials (Water & Gas). The table below lists the respective responsibilities of Customer and Itron for such daily activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Create, monitor, and manage interrogation schedules.	P	
Ensure any input files are received and processed and output files are delivered to Customer by posting to a SFTP folder, or equivalent, where it can be retrieved by Customer as needed.	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files that have been successfully downloaded and processed are to be removed from the SFTP location within 7 days.	P	S
Perform read rate monitoring and reporting.	P	
Perform remote investigation for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	P	S
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	P	
Notify Itron in advance when additional devices are planned to be installed. Perform Meter field maintenance; close work orders with Itron.		P
Perform Network Device and Endpoint repair, replacement, or relocation as required.		P
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	P
Administration of the Managed Services platform applications to Service Levels.	P	

11 AMI Essentials (Water & Gas) – Environmental Management Roles & Responsibilities

In addition to the daily operational tasks, Customer and Itron each have responsibilities for monitoring and managing the operating environment of the AMI Essentials (Water & Gas) platform and applications. The table below lists the respective responsibilities of Customer and Itron for such activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		P
Provide commercially reasonable notification in the event of a Customer employee termination for those with access to the managed system.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	P	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		P
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	P	
Update security appliances (if applicable) with new Endpoint related security files.	P	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based servers.	P	
Perform the initial Network Devices configuration.	P	

Description of Service or Deliverable	Itron	Customer
Monitor Network and Endpoint communications and support metering and communications troubleshooting activities for the Managed Services platform.	P	
Support solution upgrade activities.	P	
Maintain and administer the Managed Services platform server databases.	P	
Establish and manage the wireless backhaul contracts and accounts if applicable.	P	
Support Customer's technical operations department to handle Endpoint and Network field exceptions.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Develop and maintain related standard operating procedures.	P	
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware).	P	
Monitor Endpoint communications, reporting, and troubleshoot Managed Services platform issues as necessary.	P	
Manage Endpoint manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed.	P	
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	P	

[END]

ORDER DOCUMENT

This Order Document is governed by the Agreement General Terms and Conditions between Customer and Itron dated upon signatures, including any amendments thereto (the "**Agreement**"). If there is a conflict between this Order Document and the General Terms and Conditions or any Addendum to the Agreement, the General Terms and Conditions and Addendum will control, except to the extent stated otherwise in this Order Document. Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them in the General Terms and Conditions and Addenda to the Agreement.

1 Scope.

This Order Document applies only to the products and/or services described in the pricing summary attached as Attachment A and the Statement of Work attached hereto as Attachment B (the "**Deliverables**").

2 Definitions.

Pricing Period under this Order Document means the period specified in the Pricing Summary in Attachment A of this Order Document during which the Equipment may be purchased for the Fees stated in that Pricing Summary. If no Pricing Period is specified, then the Pricing Period shall be for five (5) years beginning on the Effective Date of the Agreement and renewed up to five (5) consecutive times.

3 Attachments. The following attached are attached hereto this Order Document and incorporated herein by reference:

Attachment A – Pricing Summary

Attachment B – Statement of Work

Attachment C – Travel Expense Reimbursement Policy

4 Miscellaneous

4.1 Temetra Implementations LDs

[redacted]

[redacted]

[redacted]

(*signatures on the following page)*

[redacted]

Each Party has executed this Order Document by its duly authorized representative.

Itron, Inc.	**Las Vegas Valley Water District**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

[End]

Attachment A
Pricing Summary

Itron
Electric / Gas / Water
Information collection, analysis and application
2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

Las Vegas Valley Water District

Q-00014118
November 6, 2025

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Modules						
1	ECW-1700-001	500W CELLULAR WATER PIT MODULE STANDARD (BUILT TO ORDER)	[redacted]0	[redacted]	[redacted]	
2	CFG-1601-001	CFG,RIVAW PIT THROUGH LID MOUNTING KIT	[redacted]	[redacted]	[redacted]	
3	ECW-1700-002	500W CELLULAR WATER REMOTE STANDARD (BUILT TO ORDER)	[redacted]	[redacted]	[redacted]	
4	CFG-0771-021	CFG, Remote ERT MOUNT KIT	[redacted]	[redacted]	[redacted]	
				[redacted]	[redacted]	

				Extended Price	
Itron Professional Services					
5		Itron Professional Services		[redacted]	*(6)*
			[redacted]	[redacted]	

Itron Cloud Services

			Extended Price
	Setup Services - One-Time		
6	3000-00775	One Time Set Up- AMI Essentials	[redacted]

			Avg EPs Read/Year	Months	Price / EP / Month	Extended Price
	AMI Essentials - Recurring					
7	3000-02244	AMI ESSENTIALS RECURRING - Year 1	[redacted]	12	[redacted]	[redacted]
8	3000-02244	AMI ESSENTIALS RECURRING - Year 2	[redacted]	12	[redacted]	[redacted]
9	3000-02244	AMI ESSENTIALS RECURRING - Year 3	[redacted]	12	[redacted]	[redacted]
10	3000-02244	AMI ESSENTIALS RECURRING - Year 4	[redacted]	12	[redacted]	[redacted]
11	3000-02244	AMI ESSENTIALS RECURRING - Year 5	[redacted]	12	[redacted]	[redacted]
12	3000-02244	AMI ESSENTIALS RECURRING - Year 6	[redacted]	12	[redacted]	[redacted]
13	3000-02244	AMI ESSENTIALS RECURRING - Year 7	[redacted]	12	[redacted]	[redacted]
14	3000-02244	AMI ESSENTIALS RECURRING - Year 8	[redacted]	12	[redacted]	[redacted]
15	3000-02244	AMI ESSENTIALS RECURRING - Year 9	[redacted]	12	[redacted]	[redacted]
16	3000-02244	AMI ESSENTIALS RECURRING - Year 10	[redacted]	12	[redacted]	[redacted]
				[redacted]		[redacted]

Hardware

17	ERW-1601-001PH	ERW,RIVAW PIT ENDPOINT	[redacted]
18	ERW-1350-001	ERW,100W+, ENCODER PIT WITH 3 PORT	
19	CFG-0900-003	CFG,900MHz REM. ANT. KIT,THROUGH LID,INLINE CONNECTOR	
20	CFG-1601-002	CFG, RIVAW ROD MOUNT KIT	
21	CFG-1301-001	CFG,6" INLINE REGISTER CONNECTOR W/ NICOR CONNECTOR W/ DUST CAP	
22	CFG-0151-010	CFG,5FT INSULATED CBL ASSY W/ DUST CAP	
23	CFG-0151-009	CFG,25FT INSULATED CBL ASSY W/ DUST CAP	
24	CFG-1300-001	CFG,100W SHELF MOUNT KIT	
25	OEM-0034-002	OEM,REGISTER SIDE SPLICE KIT	
26	BAT-0047-002	BAT,LI-ION,1 CELL,3.6 V,2350mA HR,3 PIN	
27	KIT-0018-007	KIT,902-928 MHZ,8.15DBI GAIN,VERTICAL,OMNI	
28	KIT-0050-101	KIT, DIRECT MOUNT, VERTICAL 5.5DBI ANTENNA, CCU100S	
29	KIT-0048-001	KIT,CCU100S,UNIVERSAL MOUNTING	
30	KIT-0044-032	KIT, REMOTE MOUNT, GPS/WAN ANTENNA, 4G, CCU100	
31	CBA-0393-002	CBA,3 PIN,92 IN,PWR, PHOTOCELL,LT POLE,120V	
32	SUB-0275-001	SUB,MC,SIDELOOKER ANTENNA, LEFT & RIGHT,9.1 dBi, 1 FT	
33	CBA-0334-001	CBA,MC,INTG MOBILE TNC/GPS SMA,STUD MOUNT	
34	CBA-0335-001	CBA, MC3/MC4 ANTENNA BASE (MAG MOUNT)	
35	MSE-0122-002	MSE, ANTENNA WHIP, 5DB GAIN, MC4, IMR-FT, MC3, MC3LITE. REQUIRES BASE	
36	CBA-0187-004	CBA, MC, USB LAPTOP TO MC RADIO CABLE, 180"	
37	CBA-0192-001	CBA, POWER CABLE FROM VEHICLE FUSE BOX TO CBA-0466-001,72"	
38	CBA-0466-001	CBA,MC,EXTPWR-PWR,72IN	
39	DCU-5302-602	MC,PREMIUM ACCESSORY KIT	

Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.

Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

Las Vegas Valley Water District

Q-00014118
November 6, 2025

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
40	KIT-0060-001	KIT,MC,VEHICLE POWER AND ANTENNA BASE,PERMANENT	[redacted]			
41	KIT-0060-101	KIT,MC,VEHICLE POWER AND ANTENNA BASE,PORTABLE				
42	CFG-0175-001	CFG, FZ-G1/G2 TABLET MOUNTING KIT - FOR PEDESTAL W/USB CABLE				
43	CFG-0175-101	CFG, FZ-G1/G2 TABLET MOUNTING KIT - SLED W/USB CABLE				
44	DCU-5302-621	MC,STANDARD ACCESSORY KIT				
45	HWR-0139-001	SIDE LOOKER ANTENNA CAP FOR MC RADIO				
46	MSE-0203-002	MSE,MC,RF UNIT HARNESS FOR VEHICLE MOUNTING				
47	LBL-0413-001	LBL,SIDELOOKER CABLE LABEL KIT				
48	MSE-0239-001	MSE, MC,MAGNET BOOT, RUBBER, RB80				
49	PWR-0024-001	PWR,MC,POWER DISTRIBUTION BOX				
50	MSE-0440-002	MSE, IMR, CARRY ACCESSORY, SHOULDER AND BELT, DUAL BUCKLES				
	Network Hardware					
51	IMR-0902-003	IMR, ITRON MOBILE RADIO 2.2 W/USB CABLE AND CHARGER, NORTH AMERICA				
52	CCU-6027-032	CCU100,INT WAN AND GPS ANT,AC PWR,VERIZON WAN, 4G				
53	CCU-6127-032	CCU100,AC PWR,VERIZON,4G, EXT WAN AND GPS ANT				
54	RPT-6000-125	RPT100,INT GPS,AC,SEC				
55	RPT-6200-125	RPT100,REMOTE,AC,SEC				
56	ETX-1988-003	ETX,COLLECTOR ACTIVATION RADIO,BLACK				
57	OEM-5108-005	Panasonic CF-33 Mk3 2-in-1 Win11 Pro, 16 GB, 512 GB SSD, 4G LTE, 5-Year Protection Plus, Premium Keyboard Included				*(4)*
58	OEM-5243-005	FZ-G2 Mk3 10" tablet, Win 11 Pro, 512 GB SSD, 4G LTE w/ GPS, Includes OEM-5243-X70 2D Bar Code, 3 Year FZ-G2 Warranty				*(4)*
59	CBA-0187-001	CBA, MC, USB LAPTOP TO MC RADIO CABLE, 72"				
	Mobile Collection					
60	DCU-5320-201	DCU, MC4PRO RF UNIT, 1 YEAR WARRANTY (>100,000 Endpoints)				*(4)*
	KIT-0060-101	KIT,MC,VEHICLE POWER AND ANTENNA BASE,PORTABLE				
	CFG-0176-101	CFG, CF-33 LAPTOP MOUNTING KIT - SLED W/USB CABLE				
	DCU-5302-602	MC,PREMIUM ACCESSORY KIT				
	OEM-5108-005	Panasonic CF-33 Mk3 2-in-1 Win11 Pro, 16 GB, 512 GB SSD, 4G LTE, 5-Year Protection Plus, Premium Keyboard Included				
61	DCU-5320-201	DCU, MC4PRO RF UNIT, 1 YEAR WARRANTY (>100,000 Endpoints)				
	CFG-0152-101	CFG, MC,VEHICLE POWER AND ANTENNA BASE W/WHIP, PORTABLE				
	DCU-5302-622	KIT, MOBILE COLLECTOR, STANDARD ACCESSORY KIT				
	Maintenance					
62	SVC-IMR RADIO	ITRON MOBILE RADIO MAINTENANCE				
63	SVC-CCU100	CCU 100				
64	SVC-RPT100	REPEATER 100				
65	SVC-SIDELOOKER ANTENNA	SIDELOOKER ANTENNA MAINTENANCE				

Grand Total **$37,644,935.31**

Electric / Gas / Water
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Pricing Summary for

Las Vegas Valley Water District

Q-00014118
November 6, 2025

Item	Category	Description	Qty	Unit Price	Extended Price	Notes

Notes and Assumptions

(1) This quote is governed by the terms of the sales agreement to which it is attached.

(2) This quote expires on December 31, 2025, unless customer and Itron establish a written sales agreement for the products and services included within this quote prior to the expiration date.

(3) The monthly endpoint subscription fee quoted above starts at the end of the month in which the endpoint is activated or six (6) months from date of shipment (the "Activation" or "Activated"), whichever is earlier.

(4) Third party products and services included within this quote are subject to terms and conditions and potential price increases from the applicable vendor, which Itron may require customer to accept as a condition to providing such products and services.

(5) All line items above that show a quantity of '1' should be treated as TBD when processing purchase orders.

(6) The SOW attached in the MSA has all Professional Service details.

Itron
Knowledge to Shape Your Future

Las Vegas Valley Water District
1001 S Valley View Blvd
Las Vegas, NV 89107-4447

SW / HW Maintenance and Support Proposal Pricing: Las Vegas Valley Water District 3 Year Quote

Attachment A

Date of Quote: 10/8/2025

SC#	Qty	Component Name	Agreement Dates Start	End	Number of Yr1 Months	Price Annual Fee/Unit	2026 Year 1	2027 Year 2	2028 Year 3
SC00006979	[redacted]	MC3 RF	[redacted]						
		ITRON MOBILE RADIO MAINTENANCE							
SC00011141		REPEATER 100							
		CCU 100							
		CCU 100							
		CCU 100							
		CCU 100							
		CCU 100							
		REPEATER 100							
		REPEATER 100							
		REPEATER 100							
		REPEATER 100							
		REPEATER 100							
Equipment Subtotal									

SC#									
SU00002669	1	TEMETRA ADVANCED, 400001-500000 ENDPOINTS, SUBSCRIPTION	[redacted]						
SC00009742	1	FIXED NETWORK SOFTWARE-AS-A-SERVICE							
		*Fixed Network Software							
SC00009756	1	FIXED NETWORK SOFTWARE-AS-A-SERVICE							
		*3rd Party Single-Domain Fixed Network Certificate							
SU00000690	1	VPN-HOSTED APPLICATION MGMT SERVICES							
SC00032919	1	FIELD TOOLS ADVANCED, 400001-500000 ENDPOINTS, SUBSCRIPTION							
SC00006190	1	FCS SFTW MAINTENANCE, 400001-500000 METERS, E-DEL							
SC00006819	1	ITRON ANALYTICS,300,001-400,000 ENDPOINTS SERVICED, E-DEL							
SC00026837	1	ITRON ANALYTICS SOFTWARE-AS-A-SERVICE, TEST							
Software Subtotal									

Annual Equipment & Software Total	**$ 726,485.71**	**$ 762,809.99**	**$ 800,950.49**

Total Maintenance Fees (USD)	**$ 2,290,246.19**

Comments and/or Assumptions:

1) Itron's 3 Year Maintenance and Support Quote for LVVWD for HW, Temetra, FN, VPN, Field Tools, FCS, and IA Software.
2) Fee increases are limited to once per year and may not exceed the lesser of the rate of the United States Department of Labor, Bureau of Labor Statistics, and Consumer Price Index for Urban Consumers - All U.S. Cities for the prior year or 5 percent.
3) This quote is based on current configuration and changes to use case or system sizing may require an updated quote.
4) All fees are in $USD.
5) This Attachment A pricing is an estimate; system rounding may change the final pricing by a few cents.
6) End of Support for MC3s goes into effect 12/31/2028 for SC00006979.
7) 90 days after Acceptance of Temetra Phase 1, Itron and LVVWD shall evaluate the need to keep Itron Analytics environments (Test and Production) turned on, if needed Itron shall continue for an additional 90 days, not to exceed the end of 2026.

****This is not an invoice****
Prices Valid for 90 Days

Attachment B
Statement of Work

Statement of Work

ITRON TEMETRA PHASE 2 IMPLEMENTATION

Las Vegas Valley Water District

SOW Point of Contact: Ryan Kuenner

ITRON Account Executive: Zachary Cox

Date: 10/3/2025

Version: 1.8

Q-00014118

A. About this document

This Statement of Work ("SOW") defines the activities ("**Services**) to be performed by Itron, Inc. ("**ITRON**") for Las Vegas Valley Water District ("**CUSTOMER**" and/or "**TENANT**") Temetra AMI Water Implementation project ("**Project**"). This document will describe the agreed upon scope, Services to be provided, deliverables, assumptions, responsibilities, timeline, and completion criteria.

This SOW is subject to the terms of the Itron Inc Master Sales Agreement, between Itron and CUSTOMER (the "Agreement").

Any updates to this SOW shall only be effective if documented by amendment to the Agreement or through the change control process (see Appendix) throughout the duration of the Project. This SOW will be effective upon the duly execution by the parties of the Agreement and this SOW. Acceptance (as defined below) of the Temetra Professional Services Statement of Work V.1.0 executed on 4/16/2025 ("Phase 1"), and Written Notice to Proceed from CUSTOMER as provided in Section C.

Capitalized terms used but not defined in this SOW have their meaning assigned to them in the Master Agreement. In the event that there is a conflict or inconsistency between this SOW and the Master Agreement, the terms of the Master Agreement will prevail unless specifically stated in this SOW to the contrary.

B. Authorization

CUSTOMER and ITRON agree to the terms of this SOW and by signing below, CUSTOMER authorizes ITRON to perform the Services detailed herein.

Las Vegas Valley Water District	**ITRON, Inc.**
Authorized Signature	**Authorized Signature**
Printed Name	**Printed Name**
Title	**Title**
Date	**Date**

C. Acceptance and Notice to Proceed

1. Definition of Acceptance

"Acceptance" or "Accepted" means LVVWD's written notice of acceptance ("Acceptance Notice") delivered to Itron after successful completion of all acceptance criteria provided in this SOW ("Acceptance Criteria"). For Phase 1 and Phase 2, no other act, event, invoice, partial use of deliverables, preliminary data access, or payment will constitute Acceptance. "Deemed," "automatic," or "constructive" acceptance is expressly disclaimed.

2. Definition of Notice to Proceed

"Notice to Proceed" shall mean LVVWD's written notice delivered, in its sole discretion, to Itron after successful completion of Phase 1 Post Go Live Support authorizing Itron to commence work on Phase 2.

3. At Risk Work

Notwithstanding the foregoing, nothing in this Section C shall prevent Itron from performing work on Phase 2 prior to Phase 1 Acceptance and Notice to Proceed ("At Risk Work"), but such work shall be performed at Itron's sole risk and without compensation from LVVWD. Itron's performance of At Risk Work shall not in any way be deemed Acceptance or Notice to Proceed, whether partial or constructive.

4. Conflicts

The terms in this Section C are intended to supplement and not replace the terms in Section 4.1 of the Order Document in the Agreement. The extent possible the terms of this Section C and the Agreement are to be read together without conflict.

D. Project Overview

1. Project Summary

The CUSTOMER and ITRON will install and configure the cellular AMI headend software and configure the deployed Temetra production environment in support of up to 500,000 Cellular Water Endpoints. ITRON will also lead the efforts to configure and deliver new Cellular 500W Endpoints for the CUSTOMER or CONTRACTOR to install on their meter population.

ITRON Project Services are targeted to be a one (1) month project pre-planning, and nine (9) Month duration. Project duration begins with the Project Kick-Off Date, defined as the date for the initial meeting of ITRON Project execution team and Customer ("Project Kickoff Date"). For clarity, the Project Kick-off meeting cannot occur prior to when ITRON Project Team is available to start work on Project.

The Project Team will develop and mutually agree upon an integrated AMI Project Plan identifying the Project timeline and deliverables within thirty (30) days of the Project Kick-Off Date. At the start of the Project, ITRON will provide Services as outlined in Section E (Project Deliverables), Section F (Task Responsibility Summary), and detailed in Section I (collectively "Services").

Following completion of the tasks and Deliverables defined herein, ITRON will transfer the Project to Global Customer Support Services "GSS". The AMI Project Plan will be outlined in the Define Phase and published within 30 days after the AMI Project Kick-Off Date. ITRON will obtain written acceptance from CUSTOMER for all ITRON Deliverables identified In Section L.

Note: the total Project duration will not exceed nine (9) months without a Change Order.

The System includes the Back Office; WAN connections to/from Endpoints to the related data center infrastructure and the following Software, Equipment, and Services:

- Software Applications (Hosted by ITRON)
    - Temetra
    - Field Deployment Manager Tools (FDM Tools) or Field Tools
    - Cellular AMI Headend
- Equipment
    - 500W Cellular Endpoints
- Tools
    - FDM Tools / Field Tools
    - Itron Mobile Radio
    - Tablets, PCs, etc.
- Itron will provide the following Services:
    - Project Management
    - Technical support & strategic direction
    - Temetra Phase 2 Production environment setup & application deployment
    - Temetra Phase 2 configuration and support using file-based or API imports and exports
    - Cellular Network Coverage (CNC) Report
    - System Testing via Itron Standard Test Plan
    - User Acceptance Testing Support
    - Training
        - Temetra Phase 2 AMI Cellular
        - FDM Tools / Field Tools
    - Online/remote technical support through Itron Global Support Services

2. Project objective

The following are the key objectives of the Project:

1. Setup and configure back office headend hosted system configure Temetra in an Itron data center for one (1) Production environment, and (1) Test Environment
2. Install, configure, and test cellular AMI headend system.
3. Perform First Article Testing with Cellular Water Endpoints and Temetra.
4. Perform System Testing in accordance with Section I (Testing Details and Requirements).
5. Provide training as outlined in Section I (Training Details and Requirements).
6. Transfer CUSTOMER to ITRON Global Support Services

E. Project Assumptions

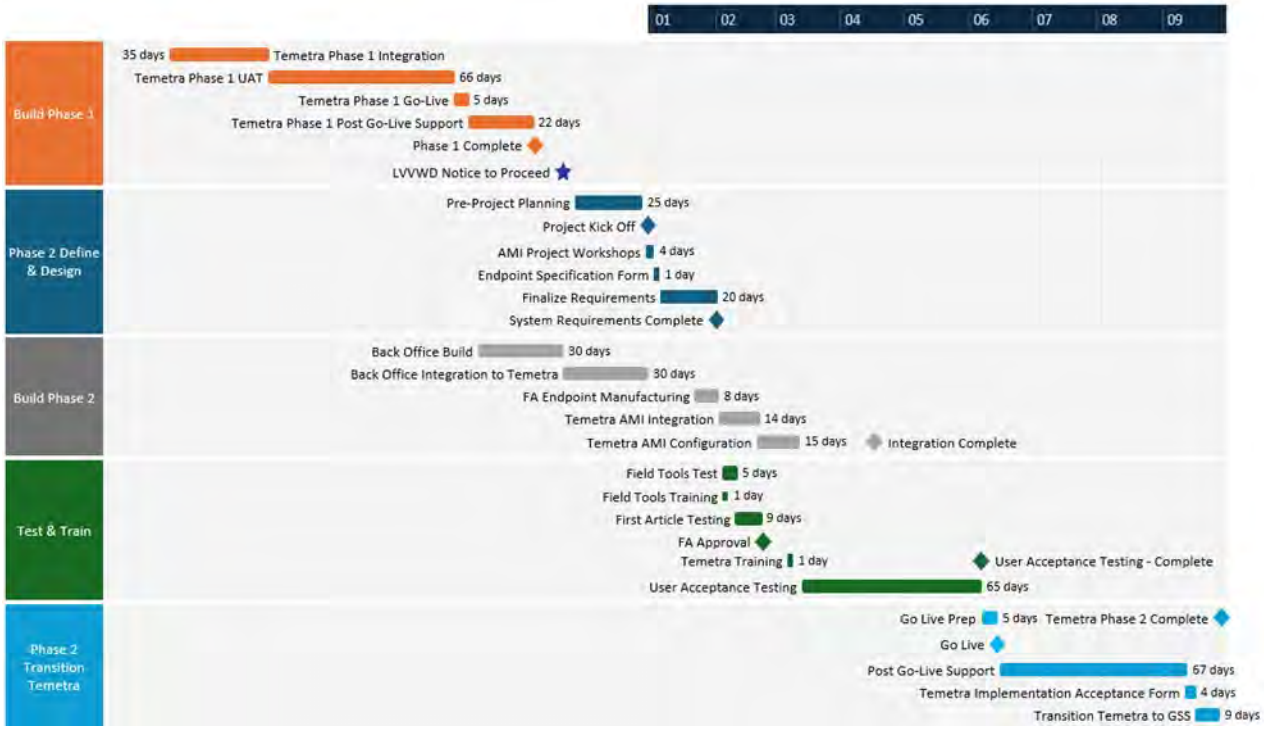
1. General Assumptions

1.	ITRON and Customer will provide suitably trained and skilled resources to support the Project Plan. Customers' technical and business resources will be fully familiar with their present IT operations as it relates to the AMI Project components.
2.	The ITRON PM assigned to this AMI Project is responsible for all ITRON resources, ITRON Deliverables, and the ITRON Project Plan. ITRON will identify, at Project Kick-Off Date, and be responsible for any 3rd party contractors/consultants contracted by ITRON for the Project.
3.	The CUSTOMER PM assigned to this Project is responsible for all Customer resources, Customer deliverables, and the integrated Project Plan. During the AMI Project Kick-Off Date, Customer Project Team members and any third-party contractors/consultants contracted by Customer. The Customer will be responsible for such third-party contractors/consultants contracted for the Project.
4.	All Project resources will use ITRON methodologies, tools, and templates.
5.	ITRON will provide CUSTOMER with an electronic copy of a standard set of System Documentation including user guides, training materials, etc.
6.	ITRON Services will be conducted at CUSTOMER site and remotely.
7.	If, for reasons outside of ITRON's control, the Project extends beyond the duration specified in Section C.1. or if, Services are required outside of the defined scope of this SOW, a Change Order will be required.
8.	CUSTOMER and ITRON will provide the Services under this document during normal business hours, 7:00 AM to 6:00 PM PST time Monday through Thursday, except holidays.
9.	CUSTOMER is responsible for any charges incurred for legacy, 3rd party, and/or upstream system modifications (i.e., Customer information system modifications).
10.	CUSTOMER is responsible for developing standard operating procedures SOP(s) for the Project. Any conflict between the SOPs and SOW will require a Change Order before they take effect. ITRON will provide templates used in implementations for other customers.
11.	CUSTOMER is responsible for ensuring the Customer Project Team completes all Customer tasks and responsibilities.

12.	All third-party participants (e.g. system integration consultants) used by Customer must sign confidentiality agreements that are at least as restrictive as those between CUSTOMER and Itron to protect Itron's Confidential Information
13.	The implementation of Temetra for cellular AMI should not cause gaps in the initial Temetra Implementation in support of Choice Connect (outcomes, SOW, Results, etc.); these new gaps should be resolved as part of this project at no cost to LVVWD.

2. Project Timeline

Itron's planned duration for the Project is defined as nine (9) month duration to implement the Temetra Software, Receive Cellular Water Endpoints, Complete First Article Testing on the Itron Cellular Endpoints, integration testing, complete Training, and user acceptance testing support. Following the Acceptance of Itron deliverables, the CUSTOMER will be transferred to Global Customer Support Services for troubleshooting assistance and system performance monitoring. Individual Project activity dates and durations are subject to change.



3. Technical and Design Assumptions

Below are assumptions utilized to develop the Network Design deliverables and other technical requirements.

1.	Temetra Phase 1 Project for AMR, and Choice Connect Fixed Network, shall be completed and have written acceptance by the customer prior to Project Kickoff of Phase 2.
2.	Project Pre-Planning Activities to consist of 4 remote 1-hour weekly meeting cadence in preparation for Project Kickoff
3.	CUSTOMER or CONTRACTOR will be responsible for installing Cellular Water Endpoints in accordance with the standard installation manual and ITRON specifications at locations specified in the Cellular Network Coverage Report at project Go-Live.

4.	ITRON will ensure the secure communication across the cellular network from endpoint to back office.
5.	Unanticipated obstructions or other issues found during installation that may impact Cellular Water Endpoint performance will require a re-evaluation of the Cellular Network Coverage Report.
6.	The Cellular Network Coverage does not account for unexpected RF interference from other devices. If RF interference is detected, an alternate reading method may be required to achieve CNC.
7.	No Software customization shall occur unless otherwise stated in this SOW. (Examples of customization requiring a Change Order could include requested UI changes, custom reports, and extracts, the system monitors specific to the Customer, and additional interfaces.) **Customizations will not be conducted unless a Change Order is executed by both parties to scope and price the customization that is required by local legislature.**
8.	The parties acknowledge that all meter data will be required to properly communicate with the System as well as the Customer's billing software to ensure proper functionality of the installed System.
9.	All ITRON System data inputs, such as meter/account-specific configuration files, will be formatted (per ITRON specification) and provided in an electronic format by the Customer. • Temetra Network New Asset File (CSV) for Cellular Water Endpoints • Schedule CSV File to fulfill Billing.
10.	Customer-specific security or other requirements identified in the interactive session (or at any other time after the execution of this SOW) that require additional work by Itron may require a separate SOW and additional fees that CUSTOMER agrees to pay.
11.	ITRON will support Temetra exports to Customer-owned back-office systems using Itron standard CSV file formatting, CRF.XML, CEF.XML or Itron standard APIs.
12.	Parties will use the Itron standard processes for Change Management and Incident Management.

F. Project Deliverables

1. ITRON Deliverables Requiring Signature

#	Sign-off Deliverables	Description
1.	Cellular Network Coverage (CNC) Report	An ITRON deliverable document that contains the installation locations of Cellular Water Endpoints and anticipated network coverage (Yes/No)
2.	Business Solution Requirements and Design Document	An ITRON deliverable document that outlines the Temetra Phase 2 requirements that will be met by the Itron system design.
3.	Integrated Project Plan	An Itron deliverable that provides the detailed integrated project plans based on the Solution requirements executed in the Business Solution Requirements and Design Document
4.	First Article Checklist	This document identifies that the Cellular Water Endpoints are configured to specifications, can communicate to Temetra, and that the System is ready for deployment.

5.	Training	Upon completion of Training as defined in the Training Details and Requirements Section
6.	**Project Completion Form**	**This document lists all the Project completion criteria and is used as a checklist to validate that the Project and associated deliverables have been officially completed.**

2. Customer Deliverables

#	Sign-off Deliverables	Description
1.	Temetra Order Form	Temetra Order Form, Attachment 3 is required to be completed by CUSTOMER to order a Temetra Subscription to enable Cellular AMI.
2.	Cellular Endpoint Configuration	Cellular Endpoint Configuration form that identifies the Cellular Endpoint Programming that will be manufactured into the Cellular Endpoint. (Attachment 2)
3.	Cellular Endpoint Spec Form	Specification form is required to manufacture the Cellular Endpoints for the end Customer.
4.	Temetra Asset CSV File	CSV files created by the Customer or Customer CIS Vendor that populates back office headend and Temetra with meters, endpoints, and utility's customer information.

G. Task Responsibility Summary

Table 2 below defines the task responsibility between ITRON and CUSTOMER.

Table 2:

Cellular with Temetra Responsibility Matrix			
	Responsible Party		
DELIVERABLE	Itron	Role	CUSTOMER
Primary Project Management	P	PM	S
Back Office Build Request	P	PM	
Hosted Application Build	P	PM	
Cellular Coverage Model	P	PM	S
Temetra Application Configuration	P	TC	S,A
Temetra Integration with Cellular Endpoints	P	SA	S
Cellular Endpoint Specification Form	P	TC	S
Temetra Application Training	P	TR	S
FDM Tools / Field Tools Training	P	FE	S
Temetra CSV File Creation	S	TC	P
Cellular Endpoint First Article Testing	S	TC	P
Temetra Phase 2 System Testing	P	TC	S
Temetra Phase 2 User Acceptance Testing	S	TC	P
Transfer to Support	P	PM	S
Endpoint Deployment			P

P = Primary Responsibility; S = Supporting role; A = Audit

Itron Roles: PM=Project Manager, TC= Technical Consultant, SA=Solution Architect, TR=Trainer

H. Equipment

For the Project, CUSTOMER shall purchase and pay for the following Equipment, as provided in the pricing summary by issuing a Purchase Order to Itron within the first year from SOW Effective Date:

Table 3: Equipment

Equipment
500W Cellular Water Endpoint
500W Through the Lid Mount Kit
500W Remote Mounting Kit
500W Rod Mount Kit

CUSTOMER shall place a Purchase Order for Equipment that aligns with quantities identified in the Pricing Summary to support the Project deployment timeline as specified in the Project Schedule.

In addition, Itron recommends that CUSTOMER maintain an inventory of spare Equipment as follows:

- Endpoints: 5% of the project total, and 3% of the project total during steady-state operations.

I. Tools

CUSTOMER will purchase and/or maintain the quantities at a minimum of the tools and corresponding maintenance noted in Table 3 below:

Table 3: Tools

Equipment	Estimated Quantity
Itron Mobile Radio	1
FDM Tools / Field Tools	1
Compatible tablets, laptops, etc	1

J. Services

Services outlined in this SOW will be provided by Itron for a period not to exceed the duration noted in C.1 beginning on the SOW Effective Date.

1. **Itron's Deployment Approach:**

Itron shall provide the Services under this SOW.

1. Project Management

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
1. Project Startup	
a.	Lead a Project Kickoff meeting and schedule requirements workshop sessions to provide solution capabilities overview, including Cellular technology configuration, review the Project Scope, budget, and schedule, and initiate sign-off on the Project Plan. Workshop sessions are limited to two (2) sessions.
b.	Submit a standard Project Schedule following Project Kickoff and as agreed.
c.	Submit a request for the Temetra environment build (front/backhaul form) and confirm the environment build schedule.
d.	Provide CUSTOMER with access to Itron's Customer Center platform.
e.	Consult with CUSTOMER on Endpoint configurations and Endpoint part number creations. See Attachment 2
f.	Identify needed Project roles and identify ITRON representatives for each role. Roles need to be broken down by capability. Establish a Project team for the Project
2. Project Management and Tracking	
a.	Provide Project Management including Project Schedule and deliverable tracking through recurring status calls, as agreed.
b.	Manage Itron resources and contracting, including Change Orders
c.	Provide guidance to CUSTOMER and knowledge transfer of best practices for deploying Itron Solution
d.	Coordinate and provide updates on the following: Equipment delivery status Current Project milestones, tasks, and deliverable activity status Invoicing status Trouble Ticket status/updates
3. Cellular Network Coverage (CNC) Report	
1.	Develop CNC based on CUSTOMER provided meter and asset data
2.	Provide CNC documentation in electronic format to CUSTOMER
3.	Review CNC with CUSTOMER

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
Project Startup	
1.	Assign a Project Manager to manage the overall Project and all Customer activities related to the Project.
2.	Identify needed Project roles and identify customer representatives for each role. IT roles need to be broken down by capability. Establish a Project team for the Project
3.	Participate in Project Kickoff meeting and requirements workshop sessions to provide solution capabilities overview, including Cellular technology configuration, review the Project Scope, budget, and schedule, and initiate sign-off on the Project Plan.
4.	Review the Itron integrated Project Plan
5.	Analyze resource availability and extrapolate plan to a realistic timeline.
6.	Facilitate planning and update meetings with CUSTOMER Project Team.
7.	ITRON and CUSTOMER Project managers will create project communication plan. ITRON will provide sample plans from former implementations for time efficiency.

2. Workshops and Design Documentation

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	Lead two (2) workshop sessions: a. First session will be to gather information from the CUSTOMER's current business operation and provide the Temetra Phase 2 system design requirements. b. Second session will be to review the CUSTOMER's response to the Temetra Phase 2 system design requirements.
2.	Provide Temetra CSV File Format Guide and identify the required fields to enable Cellular AMI for the Temetra Asset CSV file from CIS to Temetra.
3.	Identify Temetra CRF and CEF File export for billing data from Temetra to CIS.
4.	Develop a Business Solution Requirements and Design document based on the data gathered during the workshop sessions.
5.	Provide a draft of the Business Solution Requirements and Design document to CUSTOMER for review and approval.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	The CUSTOMER's project team will participate in the first workshop session and provide current business operation information to Itron as well as take note of the AMI Essentials system design requirements.

2.	Develop a plan to implement endpoint/meter configurations, Temetra CSV file formatting, and Temetra and Business System interactions.
3.	The CUSTOMER's project team will participate in the second workshop session to confirm their responses to the AMI Essentials system design requirements.
4.	Review the draft of the Business Solution Requirements and Design document.
5.	Approve the final draft of the Business Solution Requirements and Design document.

3. Cellular Network Coverage Report

Itron Responsibilities

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	Cellular Network Coverage (CNC) Report
2.	Develop CNC based on CUSTOMER provided meter and asset data
3.	Provide CNC documentation in electronic format to CUSTOMER
4.	Review CNC with CUSTOMER

CUSTOMER Responsibilities

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	Cellular Network Coverage (CNC) Report Review and Approval
2.	Provided Itron with Customer meter and asset data
3.	Review CNC with Itron
4.	Approve CNC

4. Application Deployment

Itron Responsibilities:

#	Tasks and Responsibilities

Project Phase: Define/Design	
6.	Engage in planning workshops to exchange information relevant to the use of Cellular Endpoints. Sessions will be conducted via conference call or web conferencing (e.g., MS Teams)
Project Phase: Build	
7.	Implement one (1) Production, and (1) test environment of Temetra in Itron's hosted environment. Refer to Itron SaaS and Managed Services Agreements/SSDs for Service Level Commitments.
8.	Implement the front haul connection(s), as agreed.
9.	Provide server, database, storage, and application deployment Services
10.	Support Setup, Integration and Configure Environment 1. Install cellular AMI headend system. 2. installation of any supporting applications to facilitate integration between Temetra & cellular AMI headend system 3. Provide configuration of headend to support Cellular AMI Water endpoints. 4. Configure cellular AMI headend data export to meet Temetra and CIS requirements 5. Configure Data export schedule(s) in accordance with Customer business requirements 6. Provide end to end validation of headend system exports to Temetra
11.	Cellular AMI headend Integration and Configuration 1. Develop and deliver revised High Level Design Document (HLDD) containing: a. Systems Context Diagram b. High-level data mapping and flow c. System Interface specifics, exchange mechanisms, timing, and data mapping d. Unique identifiers and conventions e. System Configurations f. Document and deliver integration blueprints: i. Sequence Diagrams, ii. Sample Request/Response Messages

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define /Design	
1.	Provide contact information for the person or department with whom Itron will communicate on security-related incidents.
Project Phase: Build	
2.	Upon completion of Itron's configuration and First Article Testing, confirm application reachability and access/authorization functionality of the Cellular AMI Readings in Temetra.

5. Temetra Configuration and Integration

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	Review Itron's standard file import Temetra CSV file import. Review Itron's CRF.XML and CEF.XML file export requirements or use of Temetra APIs. CEF.XML exports support Standard Alarms, and Extended Alarms as documented in the 500W Cellular Module technical Reference Guide.
2.	**500W Endpoints will be configured to retrieve Register and 24 hours of Interval (15 min) data 4 times daily. As listed below unless during requirement definition, an alternative time is identified.** **a. 5:00 a.m. Pacific Standard Time** **b. 9:00 a.m. Pacific Standard Time** **c. 2:00 p.m. Pacific Standard Time** **d. 11:00 p.m. Pacific Standard Time** Reading times noted above is for the cellular Endpoints to provide data to Temetra. Customer defines ingestion into CIS.
3.	Establish Project schedule and sequencing of integration for the in-scope Temetra components.
Project Phase: Build	
4.	Work with CUSTOMER to implement standard Temetra configurations.
5.	Enable CUSTOMER resources to understand how Temetra has been configured.
6.	Validate Temetra installation and configuration in accordance with Itron product documentation.
7.	Validate the Cellular Endpoint readings and cellular performance.
8.	Participate in coordinated test activities
9.	Execute file import and export test plans and scenarios involving Temetra.
10.	**Provide Customer with final Test Plan, that addresses system requirements as defined in the Business Solution Requirements and Design Document.**

CUSTOMER Responsibilities:

#	Tasks and Responsibilities

Project Phase: Define/Design

1. Participate in meetings with Itron, as needed, to provide the optimal flow of information.
2. Review and approve Itron standard Temetra configuration for use in production.

3. Identify which of CUSTOMER's back-office systems requires interaction with Temetra.
4. Provide Itron with access to application subject matter experts as needed.
5. Identify system data and review data mapping analysis from an end-to-end perspective

Project Phase: Build/Test

6. Develop system interfaces between Temetra and Customer's back-office systems.
7. Assign resources to work with Itron to configure Temetra
8. Create and execute test plans/test cases.
9. Provide Itron with documentation of the test plans.
10. Schedule test cases to meet the project schedule.
11. Participate in Cellular Endpoint readings configuration.

6. Endpoint Configuration And Installation

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Build	
1.	Complete Endpoint programs associated with the customer parts created
2.	Complete Endpoint parts creation process for all Project applicable meter specification forms (also referred to as "meter spec form" or "spec form")
Project Phase: Test/Train	
3.	Provide endpoint training as described in the Training Section

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Build	
1.	Review/Approve Endpoint CUSTOMER parts for all Project applicable meter forms
2.	Review/Approve Endpoint programs associated with the CUSTOMER parts created
Project Phase: Deploy/Operate	
3.	Install Endpoints in accordance with the CNC Report, the Project Schedule, and the associated Installation Guide.
4.	Complete troubleshooting and mitigation of non-communicating or poorly communicating Endpoints, as required
5.	Validate backhaul availability at each Endpoint location specified in the CNC Report.
6.	Upload Temetra Network New Asset file including latitude and longitude of each installed Endpoint

7. Manage inventory and warehousing of Endpoints received.

7. Training

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Train	
1.	Provide copies of training material to CUSTOMER
2.	Deliver Temetra Software training courses to CUSTOMER per the Training Section
3.	Deliver Endpoint Training to CUSTOMER

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Train	
1.	Participate in Temetra Software training courses with Itron per the Training Section.
2.	Participate in Endpoint Training courses with Itron per the Training Section.

8. Testing

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Design/Build	
1.	First Article Testing – provide ITRON standard FAT Test Plan
Project Phase: Test/Train	
2.	Complete First Article Testing for Cellular 500W.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Design/Build	
1.	Install the Endpoint(s) onto Meter(s) to perform First Article Test.
2.	Provide Temetra Asset CSV File to install Endpoint in Temetra
Project Phase: Test	

3.	Conduct and complete Integration Testing in accordance with Itron Standards and the Testing Details and Requirements section of this SOW. a. Execute the Itron Standard Temetra System Integration (CSV file import/export)
4.	First Article Testing – review and approve Itron's First Article Test Results in the Itron Customer Center website.

9. Transfer to Global Support Services (GSS)

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Transfer/Project Close-out	
1.	Complete transfer documentation and introduce CUSTOMER to ITRON Global Support Services (GSS) in scheduled transfer meeting.
2.	Conduct a meeting with CUSTOMER and Customer to introduce and transfer CUSTOMER to Itron GSS.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Transfer to GSS	
1.	Provide input into transfer documentation.
2.	Participate in meetings with Itron and Customer to introduce and transfer Customer to Itron GSS.

10. Project Completion and Close Out

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Project Close-out	
1.	Review the list of Itron Deliverables for Acceptance with CUSTOMER
2.	Conduct a meeting with CUSTOMER to review the completion of the following: a. Project deliverables b. Status of open Purchase Orders c. Status of remaining Project invoices

	d. Confirm in meeting and in writing that there are no severity level 1 or severity level 2 errors as **defined in the Maintenance and Support Services Addendum in Production for 30 days.**
3.	Obtain CUSTOMER sign-off on the Project Completion form.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Project Close-out	
1.	Participate in a meeting with Itron to review the completion of the following: a. Project deliverables b. Status of open Purchase Orders c. Status of remaining Project invoices d. Confirm in meeting and in writing that there are no severity level 1 or severity level 2 errors as **defined in the Maintenance and Support Services Addendum in Production for 30 days.**
	Provide Itron with a sign-off on the Project Completion form.

K. Testing Details and Requirements

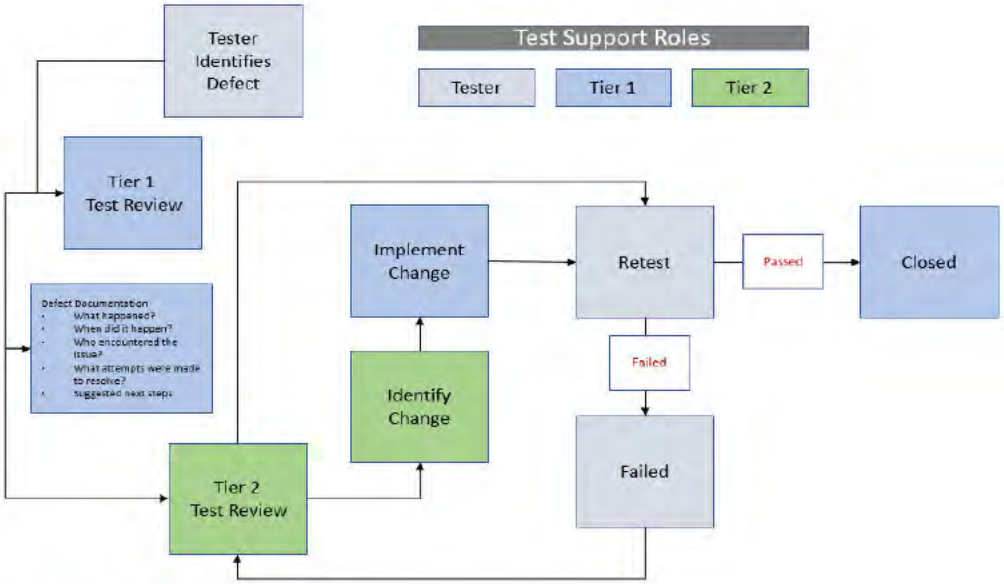
Test Cycle	Description	Owner
First Article Test (FAT)	Perform FAT of meter/program combinations prior to the manufacturing of Endpoints for production - Product Documentation - Configuration Verification	CUSTOMER
	Purchase all equipment in support of FAT testing and provide the facilities including any necessary infrastructure to test Endpoints	CUSTOMER
	Perform tests	CUSTOMER
	Document testing	CUSTOMER
	Submit FAT approval in Itron Customer Center (as required)	CUSTOMER
	Itron will support CUSTOMER and provide First Article Checklist and procedures.	ITRON
Integration Testing	As defined in the Test Plan, Integration testing is conducted to demonstrate that the required data flows are operating correctly between the systems in the Solution and to maintain business integrity. Attention is paid to the physical mechanics of the interfaces, such as data transport management.	ITRON
User Acceptance Testing	As defined by CUSTOMER, and reviewed by Itron, UAT is the final phase of testing to ensure that all business and technical requirements are met, and the solution is suitable to implement in a Production Environment.	CUSTOMER
Go Live	Go Live is the point where Customer has Completed UAT and ready to move forward in Production with AMI Phase 2 functionality.	ITRON/CUSTOMER
Post Go Live Support	Post Go Live support for a duration of 3 months of project management and technical support to ensure a successful implementation and that the system achieves Phase 2 goals.	ITRON

1. Testing Tier Support Levels

To address issues encountered during testing, it is recommended that the project team implements the Tier support model as described below.

During testing, issues may be encountered that require support from resources that are trained in the ITRON solution. This section defines the tiers referenced in an earlier section.

Tier Levels	Defined	Examples	Testing Responsibility
1	A resource that is trained on the ITRON solution. They are considered process owners and are first level support for problems/issues encountered. Tier 1 is required to provide basic troubleshooting. For each issue encountered, they should collect the following information in their problem/resolution process: – What happened? – When did it happen? – Who encountered the issue? – What attempts were made to resolve? – Suggested next steps.	End user can't run a report. Tier 1 Support would provide support to this user.	CUSTOMER
2	If Tier 1 is unable to resolve, Tier 1 escalates to Tier 2. Tier 2 are also trained in the ITRON solution but have deeper product knowledge. If Tier 2 is unable to resolve, they will engage appropriate ITRON resource(s).	Through Tier 1 troubleshooting, it was determined that the issue was a system failure vs. a training issue. Tier 1 would escalate to Tier 2.	ITRON



2. Testing Severity Parameters

The following table defines the testing severity levels for ITRON solution component testing defects identified during the PROJECT testing activities. It also includes required mitigation/actions steps to resolve.

Both parties will review all issues found through the associated testing process and agree on severity level assignment and applicable course of action as detailed below.

Level	Defined	Actions
Critical	– Issue is causing a problem that results in: o Lost data or inaccurate data, system instability or system crashes. o Loss of complete functionality with no work around. (For example: unable to collect data, unable to provide billing data to billing system.) o Major set of test cases of the Functionality (High, Medium and Low critical) cannot be tested until the requisite functionality is fixed and available for testing. With workarounds\alternate approaches, a small set of test cases of the functionality can still be executed.	– Issue recorded and reported to: o ITRON Project Sponsor o ITRON Engineering/Product Management Review project/testing mitigation with CUSTOMER. – ITRON Project Team will create a Service Request with Engineering to investigate issue within one (1) business Day. – Conduct regular meeting updates to track resolution. – *Software hotfix will be scheduled within the scope of the project as determined by the project team; CUSTOMER will be required to test and validate the resolution.*
Minor Business Impact	– An issue which can be addressed with a work-around but does not meet the business solution requirements or functional/performance requirements as agreed upon.	– Review work around/mitigation with CUSTOMER. – ITRON Project Team will acknowledge and begin investigation of the issue within one (1) business Day.

Level	Defined	Actions
	– System can still operate although some functionality or performance is reduced. – Some test cases of the functionality cannot be tested until the requisite functionality(s) is fixed and available for testing. With the current available functionality, Major set of test cases of the functionality can still be executed.	– If resolution is a scheduled software hotfix, CUSTOMER specific testing will be required to validate resolution. – *Software hotfix will be scheduled within the scope of the project as determined by the project team; CUSTOMER will be required to test and validate the resolution.* –
Information/Training/Minor Error	– An issue not impacting any system functionality and is considered cosmetic only. – It is not necessary to fix any of the trivial level defects prior to full Production use.	– Issue recorded as an enhancement request and reported to ITRON Product Management through standard process. – Improvement will be managed by ITRON Product Marketing and considered for future system release.
Enhancement Request	– Request is made to enhance the product functionality.	– Enhancement will be managed by ITRON Product Marketing and considered for future system release.

L. Training details and requirements

Itron will provide the following training sessions to CUSTOMER:

Software Training:

Itron will deliver end-user Temetra phase 2 application training onsite or by web conferencing (e.g., MS Teams) designed to cover basic Temetra functionality as a set of structured training courses. CUSTOMER will provide Itron with four (4) weeks' written notice prior to scheduling any end-user application training at a mutually convenient date and time. The customer has the right to record the training and use for future training.

The standard class size is five (12) students and will be delivered once. Additional class sessions may also be purchased for an additional fee to be negotiated with the CUSTOMER.

COURSES INCLUDE:

1. Temetra Administrator Training: Introduction to the Temetra Advanced Metering Solution

Overview of the capabilities of the Temetra software, including key terms and concepts, how to monitor and manage 500W Endpoints.

2. Temetra User Training:

This course provides information about how to use the Temetra application system to manage 500W Endpoints. It describes the user interface and device states, and how to perform day-to-day operator tasks such as searching for devices, viewing device status, checking device connectivity, provisioning devices remotely, and generating reports.

Temetra User Training	Duration
Temetra Administrator and End User Training	1/2 day

3. Field Training:

This course provides information about how to use the FDM Tools / Field Tools application system to install and run diagnostics for the 500W Endpoints. It describes device states, and how to perform field technician tasks such as viewing device status, checking device connectivity, programming endpoints, and view event and status logs.

Endpoint Software Training	Duration
FDM Tools / Field Tools	1/2 day

Training Materials and Video recordings will be provided to CUSTOMER at the completion of Training.

M. Acceptance of ITRON Deliverables

Acceptance of the ITRON Deliverables are outlined as follows:

Deliverable	Acceptance
Business Solution Requirements and Design Document	Upon submission by ITRON and review with an approval from CUSTOMER.
Cellular Network Coverage Report	Upon submission by ITRON and review with an approval from CUSTOMER.
Test Plan	Upon submission by ITRON and review with an approval from CUSTOMER based on Business Solution Requirements and Design Document.
Software Application(s)	Upon successful completion of the First Article Testing, as defined in the Test Plan.
Training	Upon completion of Temetra User Training, and Remote Field Training as defined in the Training Section
Project Completion Form	**Upon completion of the Transfer to GSS meeting and Project closeout.**

N. Project Completion

Following the acceptance of the ITRON Deliverables as defined in the Acceptance of ITRON Deliverables Section, the ITRON Project Manager and the CUSTOMER will schedule a transfer call with ITRON Support Services. The ITRON Project Manager will complete the transfer documentation ahead of scheduling the call with the CUSTOMER and ITRON Support Services. Upon transfer, the CUSTOMER will get support through their Account Executive and ITRON Support Services.

The ITRON and Customer project manager will run an issue list throughout the project with defined severity levels. If CUSTOMER does not agree that the completion criteria have been met, it is the CUSTOMER's responsibility to provide written details as to what and how the Services have not conformed to the SOW or the agreed upon criteria within five (5) days of submission to CUSTOMER. Once provided with reasons for not accepting the completion criteria, ITRON will evaluate the reasoning for the

remaining issues and compile an action plan to correct it in a timely manner and the process for formal acceptance can be repeated. A Change Order for any extension of the AMI Project duration may be required if the CUSTOMER caused the delay in Itron meeting the Project Completion Criteria. Should the CUSTOMER not provide acceptance or denial within the five (5) day window, the task or deliverable will be deemed accepted. . ITRON will conduct a request to review and accept in writing and verbally in a project meeting. The acceptance then needs to be signed by the customer by the next project meeting no later then 10 business days.

1. Document Deliverables

All deliverables identified in the Acceptance of ITRON Deliverables section have been provided to the CUSTOMER. Upon signature/approval, all documents are considered final, and no updates will be made unless otherwise agreed. CUSTOMER shall have 5 days from receipt to accept or reject deliverables with written documentation on specific items that are not considered accepted. A deliverable is deemed received when send in writing and introduced as ready to accept in project management meeting. If not acceptance or rejection is received in writing, the task or deliverable will be deemed accepted.

2. Project Closeout Activities

1. The CUSTOMER has been formally transferred to ITRON Global Support Services.
2. Final Project invoices will be processed.

3. CUSTOMER System Performance Responsibilities

The CUSTOMER will implement and maintain the System to meet performance expectations using the following guidelines:

1. Validate Endpoints can communicate to Temetra.
2. Complete installation of Endpoints in accordance with the Cellular Network Coverage document and ITRON Installation Manuals
3. Mitigate non-communicating Network Devices and Integrated Endpoints in accordance with the support/training provided by ITRON as outlined in ITRON Deliverables.
4. Maintain Endpoints in a timely manner and in accordance with SOPs developed by the CUSTOMER.
5. Maintain integration for importing and exporting CIS and Billing data out of Temetra.

O. Change Control Process

An ITRON Change Order Form ("***Change Order***") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price, and the effect the change will have on the overall Project. All Change Orders must be approved and signed by CUSTOMER and ITRON. No work shall commence prior to the CUSTOMER authorization of this change order.

#	Step	ITRON	CUSTOMER	Notes
1.	Identify scope change.	☒	☒	Either party may identify a scope change.
2.	Submit a formal request for a Change Order.	☒	☒	The party identifying the scope change should submit the change request via email. The request should include: – Problem Statement – Requirements – The customer change board will review requests prior to sending a change request to ITRON.
3.	Assess impact (scope, schedule, resources) and prepare a brief summary.	☒	☐	
4.	Report impact results and submit a Change Order form.	☒	☐	Should include: – Scope change described. – Cost change – Project schedule impacts
5.	Authorize Change Order and email an executed copy to ITRON Legal.	☐	☒	
6.	ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager.	☒	☐	

P. Service Fees & Related Details

1. Services Fees

The Services outlined in this SOW are being provided at a **fixed Fee of $XX.XXX. Specific details related to these costs for the Project can be found in the Pricing Summary, Q-00014118, which is attached hereto and incorporated by reference.**

These Fees are based upon ITRON's recommended engagement approach, ITRON standard travel policy, staffing levels, the scope of the Project, and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated Fees. Any changes that affect ITRON's engagement approach, staffing levels, the scope of the Project, and Project Schedules will follow the Change Control Process.

All Fees are in $USD and are exclusive of taxes. The Project assumes commencement in 2026 and completion in 2027. Should the Project extend beyond 2027, remaining milestones will be subject to an inflation increase equal to the greater of 3.5% or the Consumer Price Index.

2. Project Invoicing

ITRON will invoice CUSTOMER per the Invoicing Milestone table below, for Services performed and for costs incurred. If at any point, there is reason to believe that this amount will be exceeded; ITRON will immediately notify CUSTOMER as to the changes in the estimate and issue a Change Order as described in Change Control Process, which will be approved by CUSTOMER. CUSTOMER shall pay all taxes, if any, due for Services provided by ITRON to CUSTOMER under this Scope of Work. Billing Milestones are inclusive of all Project Milestones through the completion of said Billing Milestone.

Table: Payments

Invoicing Milestone #	Services	Invoicing Schedule	Amount
1.	Project Kickoff		[redacted]
2.	System Requirements Complete		[redacted]
3.	Go-Live		[redacted]
4.	Project Complete		[redacted]
Total			[redacted]

3. Billing Information

To ensure that ITRON has all the correct billing information, please verify the following:

Requested	Customer Data
Billing Contact Name	
Billing Contact Phone # (s)	
Billing Contact Email Address	
Physical Location Address (if applicable)	
Billing Address (if different from above)	
Special Billing Requirements?	
Purchase Order #	

Q. Definitions

"**AMI**" means advanced metering infrastructure, including Equipment and Software that, along with communications services, enable automated meter reading and other capabilities defined in the Specifications.

"**AMI Project**" or "**Project**" means the AMI project undertaken by CUSTOMER under this SOW. The AMI Project comprises all responsibilities assigned to the Parties under this SOW. AMI Project does not include materials, equipment, software, or services provided by third parties, not under Itron's direction or control.

"**AMI System**" or "System" means the combination of Itron technologies providing the AMI, including without limitation: (a) the Back Office; (b) WAN connections cellular network. The AMI System will also include the data center infrastructure, provided by Itron or Itron's vendor, which consists of the real estate, facilities, and environmental and power resources in which the Back Office equipment is located.

"**Back Office**" means Itron's head end system for Cellular AMI that will provide register reads, interval reads, events and alarms to the Temetra system, including without limitation, servers housing Itron's Temetra software.

"**Business Solution Requirements and Design Document" or "BSRDD"** is an Itron document that outlines the AMI Essentials Solution requirements that will be met by the Itron system design. It also highlights requirements gaps, should any be identified in the associated workshops/design reviews.

"Cellular Network Coverage Report" or "CNC Report" refers to a technical document that evaluates the Customer's planned installation locations of the Itron 500W Cellular Endpoints and predicts network connectivity by the contracted Cellular Provider

“Change Order” means a written request to modify any task, deliverable, or timeline of the agreed upon Scope of Work which must be agreed upon by both parties

“**Endpoints**” means and includes 500W Cellular Endpoints

“Environment Availability” means the point in time when ITRON provides environment logins to the CUSTOMER

“Extended Alarms” Alarms that are generated by the water meter, and are sent through the Endpoint to Temetra.

“First Article Testing” or “FAT” will consist of the verification of individual Endpoints reading in Temetra:

“Global Support Services” Itron department provides CUSTOMER with post-Project issue escalation/resolution.

“**Instance**” (also referred to as “environment”) means a copy of Temetra installed on an Itron server.

"**Interval Read**" means, for Endpoints, the “interval values” stored in the channels in the Communication Module, which are recorded on the Communication Module on a periodic basis (e.g., every 60 minutes). Ami Essentials W&G Solution includes one hourly interval

"**IP**" means Internet Protocol.

"**Provisioned**" means an Endpoint that is located in an area of the WAN in which data has been submitted to Temetra to indicate it is installed at a physical location.

"**RF**" means radio frequency.

“Solution” The design, implementation, configuration, operation, and maintenance of the AMI solution comprised of Services, Equipment, and Licensed Software sold or licensed pursuant to the CUSTOMER Agreement and deployed per this Statement of Work.

“Standard Alarms” Alarms that are generated and created by the 500W Cellular Endpoint.

"**Statement of Work**” or “SOW” means this Statement of Work.

"**System Change"** means any change or modification to any infrastructure component of the hardware and software used in the Back Office.

“**System Acceptance Testing**” means testing of Temetra Software application.

“**Temetra Software**”, “Temetra” or means the object code version of Itron’s Temetra Software.

R. Attachment 1

STATEMENT OF WORK # [__]

SAMPLE CHANGE ORDER

CUSTOMER Name:	
SOW NAME	
SOW Effective Date	
Change Order #	
Quote #	

Send Pricing Summary to Client? ☐☐ Yes ☐☐ No

Has contract been signed? ☐☐ Yes ☐☐ No

General Comments:

Order Processing:

PO/Contract #: _____

Comments: _____

Hardware Changes:

Qty	Item Description	Unit Price		Qty	Item Description	Unit Price

Comments:

Software Changes:

☐☐ Modifications ☐☐ Meter Licenses

☐☐ Other

Description	Unit Price

Description	Unit Price

Implementation Labor and Expense:

☐☐ Billable ☐☐ Non-billable Charge to: _____

Purpose	Description	Days	@ $	Total
	Labor			
	Per Diem			
	Misc.			
	Total			

Other Changes:

Agreed:

CUSTOMER Legal Name

By _____

Name _____

Title _____

Date _____

ITRON, Inc.

By _____

Name _____

Title _____

Date _____

Upon receipt of the change order from ITRON, CUSTOMER will countersign the Change Order and a fully executed version will be returned.

S. Attachment 2

Standard Configuration Options for Cellular 500W

Endpoint Type	Interval (Minutes)	Reads per Day	Data Collected (hours)
Cellular 500W	15	4	24

T. Attachment 3

Temetra Order Form

This form is required when ordering Temetra subscriptions.
Be sure to Enable Content to see the appropriate checkboxes and dropdown lists.
Please refer to the Temetra Ordering Guide for additional information.
Submit this completed form in Microsoft Word format only.

Itron Sales Representative

Company Name:
Name:
Email:
Phone Number:

End User

Customer Name:	
Existing Temetra Customer:	Yes: ☐☐ No: ☐☐
Customer Location or Location of Main Office: (City/State)	
Time Zone:	
Cloud Data Center: (USA, Canada)	[Control]
*System Administrator Name:	
System Administrator Email:	
System Administrator Phone:	
Temetra Set Up Fee:	TEM-NWK-SETUP
Desired Package:	[Control]
**Number of Meters:	[Control]
Temetra Subscription Part Number:	[Control]
Customer has Acoustic Leak Sensors:	Yes: ☐☐ No: ☐☐
Requested Delivery Date: (Expect 30 Day Lead Time)	
To be entered by Sales Order Processing	
Sales Order Number:	
Oracle Customer Name:	
Oracle Customer Number:	

* Please allow up to two business days for the system administrator credentials to be sent after the system is built.
** Number of meters that will be read primarily via Temetra or where Temetra is storing the meter data.

ATTACHMENT 4

Change Management Process

A. An ITRON Change Order Form ("***Change Order***") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price, and the effect the change will have on the overall Project. All Change Orders must be approved and signed by CUSTOMER and ITRON.

#	Step	ITRON	CUSTOMER	Notes
	Identify scope change.	☒	☒	Either party may identify a scope change.

	Submit a formal request for a Change Order.	☒	☒	The party identifying the scope change should submit the change request via email. Request should include: Problem Statement Requirements The customer change board will review requests prior to sending a change request to ITRON.
	Assess impact (scope, schedule, resources) and prepare summary.	☒	☐	
	Report impact results and submit Change Order form.	☒	☐	Should include: Scope change described. Cost change Project schedule impacts
	Authorize Change Order and email executed copy to ITRON Legal.	☐	☒	
	ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager.	☒	☐	

Attachment C

TRAVEL EXPENSE REIMBURSEMENT POLICY

Itron will bill all such expenses to Customer (Las Vegas Valley Water District) at cost without markup. Itron will provide receipts, bills, or other documentation to support expenses billed to the Customer that are not covered under a per diem. At no time will Customer reimburse Itron for any travel time charges. Customer reserves the right to approve all travel plans and expected costs prior to trips.

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

1. Air Travel

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

2. Lodging

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

3. Ground Transportation

   Car Rentals: Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. The use of a rented car should be justifiable as a business need and not as a matter of personal convenience. Mileage will not be reimbursed for rentals. Insurance, GPS units, and other accessories offered by rental agencies will not be reimbursed.

   Taxi, Ride Sharing Services, and Other Local Transportation: The cost of ground transportation to and from places of business, hotels, or airports in direct connection with Customer business is reimbursable.

   Mileage: Itron shall invoice Customer for mileage using the IRS Standard Mileage Rate when personal vehicles are used in connection with business activities and must be preapproved by Customer.

4. Meals and Incidentals

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

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

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

5. Tips

   Tips of any nature are not reimbursable.

[End]

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject:
Authorization to Increase Funding

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

Recommendations:
That the Board of Directors approve and authorize an increase in funding for the existing agreement between Talkdesk, Inc., and the District for the purchase of call center software licensing and services in an amount not to exceed $1,110,000 in the current contract year, $1,400,000 in the following contract year, and annual increases thereafter of up to 8 percent per year through December 26, 2030.

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

Background:
On December 27, 2023, the District entered into a master services agreement with Talkdesk, Inc. (Talkdesk), as a replacement for the previous end-of-life contact center solution, Altivon, L.P., Genesys. In January 2025, Talkdesk was fully implemented as the CX Cloud Contact Center Solution, which has allowed the District to continue daily business operations that support customers. Utilizing upgraded enhancements within this technology, Talkdesk allows the District to handle voice, email, SMS, chat, and outbound transactions. Several features within the software have been leveraged to reduce call wait times and improve the overall customer experience.

The ease of use and configuration flexibility of Talkdesk has allowed the District to quickly adapt and pivot to data and engagement feedback. The District continues to use more Talkdesk features and automation that have allowed for greater call volume handling and improved overall contact center operations. Due to the utilization of these enhanced features, Talkdesk usage costs for the current contract year are projected to exceed the amount delegated pursuant to the Resolution Updating the Authority of the District's NRS Chapter 332 Authorized Representative approved on May 2, 2023. Therefore, approval by the Board of Directors is necessary to authorize additional spending for current and future contract years.

If approved, the Board will authorize an increase in expenditures to Talkdesk in an amount not to exceed $1,110,000 in the current contract year, ending December 2025; $1,400,000 in the following year, ending December 2026; and annual increases not to exceed 8 percent per year through December 26, 2030.

This action is authorized pursuant to NRS 332.195 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

JJE:DJR:JCD:BB:KJK:em
Attachment: Disclosure

AGENDA ITEM # 7

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:	3
Corporate/Business EntityName:	Talkdesk Inc
Doing Business As:	
Street Address:	440 North Barranca Avenue #4375
City, State, and Zip Code	Covina, California 91723
Website:	
Contact Name:	Brendan M Curley
Contact Email:	brendan.curley@talkdesk.com
Telephone No:	(844) 332-2859
Fax 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?	**Yes**
Number of Board members/Officers?	
Number of Owners?	**4**

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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:	Raymond Yue
Signer Title:	Senior Vice President, Finance & Operations
Signer Email:	raymond.yue@talkdesk.com
Signed Date:	10/28/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

- _– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- _– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

	Stubitz, Maria	
Stubitz, Maria	Purchasing Supervisor	10/28/2025
Signature	Print Name/Title	Date

Storm Ventures, 9.69% ownership
Threshold Ventures, 8.36% ownership
Tiago Paiva, Chief Executive Officer, 41.96% ownership
Viking Global, 20.39% ownership

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject:
Construction Award

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

Recommendations:
That the Board of Directors award a contract for the installation of 8-inch and 10-inch diameter pipelines and 23 residential pressure reducing valves to help mitigate low pressure issues to TAB Contractors, Inc., in the amount of $1,412,392, authorize a change order contingency not to exceed $140,000, and authorize the General Manager to sign the construction agreement.

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

Background:
Commitment No. 010641 (3225L), Pipeline Installation and Zone Conversion near Warm Springs Road and Hinson Street, is for the installation of approximately 2,265 linear feet of 8-inch diameter pipeline, 630 linear feet of 10-inch diameter pipeline, and 23 residential pressure reducing valves that will manage the pressure zones to provide adequate pressure to all service connections in the area, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on October 8, 2025. A tabulation of the bids received is listed below:

TAB Contractors, Inc.	$1,412,392
Menichino Construction LLC	$1,695,498
Acme Underground, Inc.	$1,813,380
Tand, Inc.	$1,865,530
CG&B Enterprises, Inc.	$1,892,000

The TAB Contractors, Inc. (TAB), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for TAB to accept and agree to all contract terms. TAB is a Nevada corporation located in Las Vegas, Nevada.

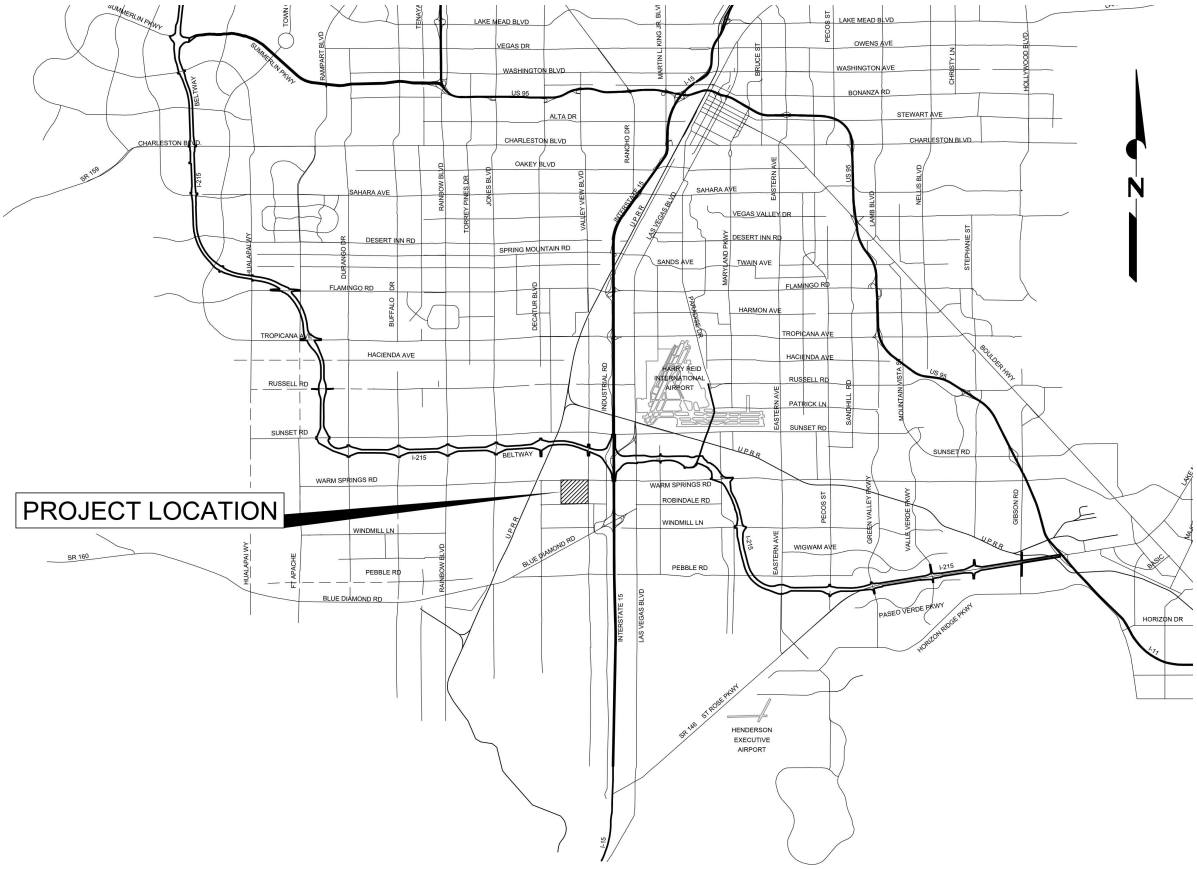
This agreement is being entered into pursuant to NRS 388.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:SO:TS:JH:evw
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **8**

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3225L_010641
PIPELINE INSTALLATION AND ZONE CONVERSION NEAR WARM SPRINGS ROAD AND HINSON STREET



SHEET 1 OF 1 **ATTACHMENT A**

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:	142
Corporate/Business EntityName:	TAB Contractors, Inc.
Doing Business As:	
Street Address:	6600 Amelia Earhart Ct. Suite B
City, State, and Zip Code	Las Vegas, Nevada 89119
Website:	www.nclasvegas.com
Contact Name:	Mark Urban
Contact Email:	murban@nclasvegas.com
Telephone No:	(702) 642-3033
Fax No:	(702) 642-9876

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?	**No**
Number of Board members/Officers?	
Number of Owners?	**2**

Names, Titles and Percentage Owned:

Full Name	**Title**	**% Owned** (Not required for Publicly Traded Corporations/Non-profit organizations)
Greg J. Paulk	President	87
Brady W. Stevens	Secretary/ Treasurer	13

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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:	Stephanie LujanMark Urban
Signer Title:	Contract Admin.Vice President
Signer Email:	slujan@nclasvegas.commurban@nclasvegas.com
Signed Date:	4/14/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

Marquez, Anita	Marquez, Anita Senior Program Engineer	4/29/2025
Signature	Print Name/Title	Date

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and TAB CONTRACTORS, INC.

_____,

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

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

   Title: PIPELINE INSTALLATION AND ZONE CONVERSION NEAR WARM SPRINGS ROAD AND HINSON STREET

   Project No: 3225L

   Commitment No: 010641

   Public Works Project Identifying Number: CL-2025-004372

2. Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.

3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.

4. Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.

5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
   a. Addenda
   b. Agreement
   c. Bidder Statement of Authority to Submit Bid Form and accompanying Documents
   d. Bid Form
   e. Bonds
   f. Drawings
   g. General Conditions
   h. General Requirements
   i. Instructions to Bidders
   j. Invitation to Bid and Legal Notice
   k. Notice of Award

l. Notice(s) to Proceed
m. Permits
n. Supplementary Conditions
o. Technical Specifications

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF:

TAB CONTRACTORS, INC.

By: _____
Signatory Empowered to Bind Contractor

_____
Type or Print Name

_____
Official Title

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager (or Designee)

Approved as to Form:

_____
Attorney for Las Vegas Valley Water District

END OF DOCUMENT

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: Amendment
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an amendment to the existing agreement between The Howard Hughes Company, LLC, and the District for construction of the 4125 Zone South Reservoir.

Fiscal Impact:
If the above recommendation is approved, the District will receive funds from The Howard Hughes Company, LLC, in the amount of $39,500,000.

Background:
On April 7, 2021, The Howard Hughes Company, LLC (Developer) and the District, entered into Agreement No. 138948-A for design of the 4125 Zone South Reservoir (Reservoir) at the Developer's sole cost and expense and outlined when a construction agreement would be executed.

On November 5, 2024, the Developer and the District entered into Agreement 012056 for the construction of the Reservoir (Agreement), located as generally shown on Attachment A. The Agreement includes the terms and conditions for the construction of the Reservoir, enumerates that the Reservoir will be constructed by the District as a public works project, and requires the Developer to fund, at its sole cost and expense, the construction of the Reservoir. Upon completion of construction, the Reservoir shall be, and remain, the exclusive property of the District.

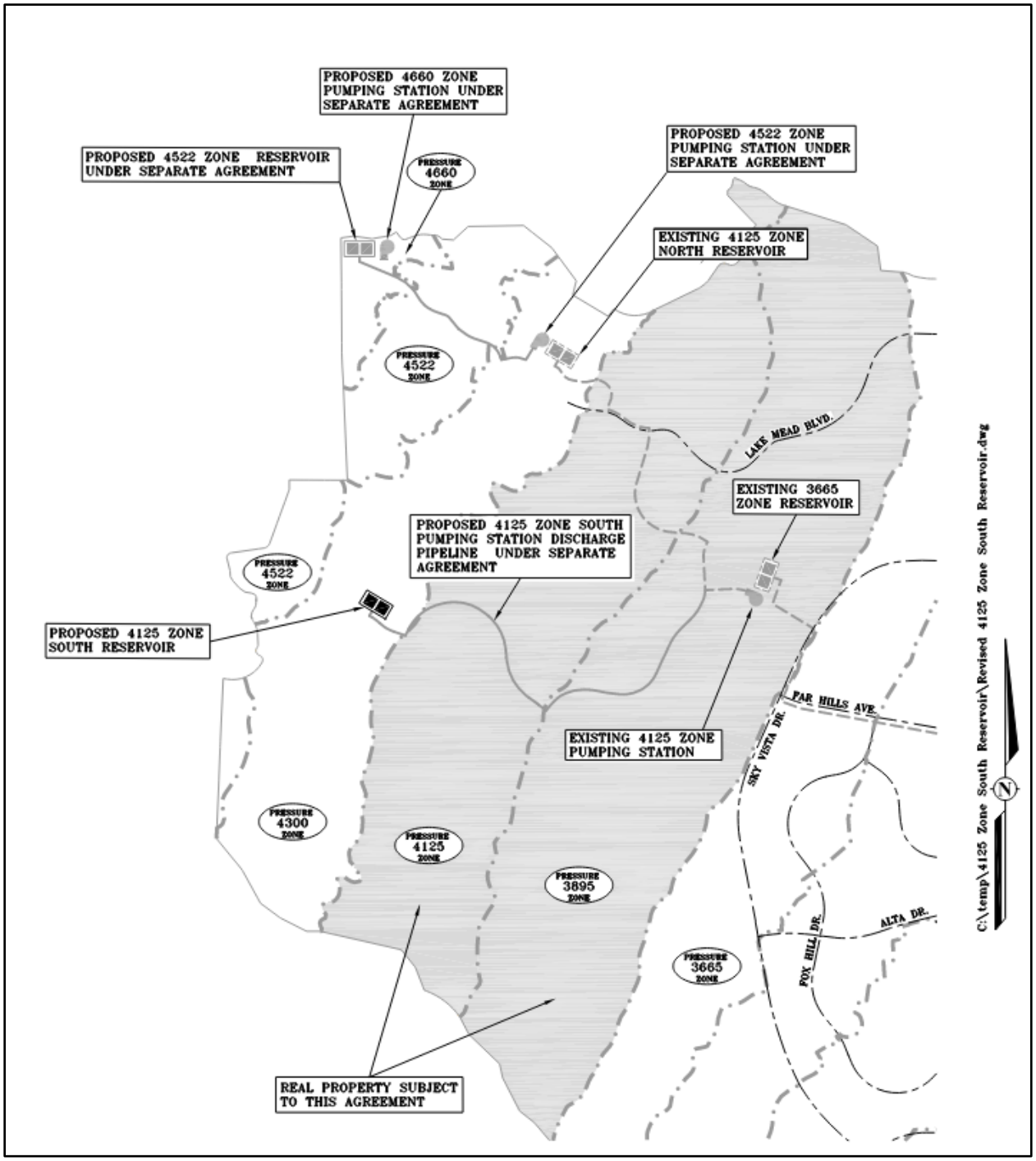
Since entering into the Agreement, the District has publicly bid the construction project and received bid pricing in excess of the amount indicated in the Agreement. The request for approval of the construction award for the Reservoir is a separate agenda item before the Board of Directors today.

If approved, the attached 4125 Zone South Reservoir Construction Agreement, Amendment No. 1, updates the construction funding requirements for the Reservoir to reflect the actual bid price for the work. In the event that the cost of the Reservoir exceeds the construction funding requirements under this Amendment, an additional amendment will be brought back to the Board for approval.

This amendment is being entered into pursuant to 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.

JJE:DJR:PJJ:RCP:kd
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **9**


PROPOSED 4660 ZONE PUMPING STATION UNDER SEPARATE AGREEMENT
PROPOSED 4522 ZONE RESERVOIR UNDER SEPARATE AGREEMENT
PROPOSED 4522 ZONE PUMPING STATION UNDER SEPARATE AGREEMENT
EXISTING 4125 ZONE NORTH RESERVOIR
PRESSURE 4660 ZONE
PRESSURE 4522 ZONE
LAKE MEAD BLVD.
EXISTING 3665 ZONE RESERVOIR
PROPOSED 4125 ZONE SOUTH PUMPING STATION DISCHARGE PIPELINE UNDER SEPARATE AGREEMENT
PRESSURE 4522 ZONE
PROPOSED 4125 ZONE SOUTH RESERVOIR
FAR HILLS AVE.
SKY VISTA DR.
EXISTING 4125 ZONE PUMPING STATION
PRESSURE 4300 ZONE
PRESSURE 4125 ZONE
PRESSURE 3895 ZONE
ALTA DR.
FOX HILL DR.
PRESSURE 3665 ZONE
REAL PROPERTY SUBJECT TO THIS AGREEMENT
C:\temp\4125 Zone South Reservoir\Revised 4125 Zone South Reservoir.dwg
N

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 EntityName:	The Howard Hughes Company, LLC
Doing Business As:	
Street Address:	1700 South Pavilion Center Drive, Suite 250
City, State, and Zip Code	LAS VEGAS, NV 89135
Website:	https://www.howardhughes.com/
Contact Name:	Brian Walsh
Contact Email:	Brian.Walsh@howardhughes.com
Telephone No:	(702) 791-4000
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax 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?
Number of Board members/Officers?
Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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?

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

Category A/B	Business Owner/Principal Name	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

Business Entity 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:	Stephanie ChangApril Chapman
Signer Title:	Project ControlsVice President
Signer Email:	stephanie.chang@howardhughes.comapril.chapman@howardhughes.com
Signed Date:	10/30/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

N – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

N – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

	Pearson, Natalie	
Pearson, Natalie	Executive Assistant I	11/5/2025
Signature	Print Name/Title	Date

THE HOWARD HUGHES COMPANY, LLC

UNANIMOUS WRITTEN CONSENT OF THE

SOLE MEMBER IN LIEU OF A SPECIAL MEETING

The undersigned, being the all of the managers (the "***Managers***") of The Howard Hughes Company, LLC, a Delaware limited liability company (each, a "***Company***"), hereby consent in writing to the adoption of the following resolutions with the same force and effect as if such resolutions had been duly adopted by unanimous vote at a meeting duly called in accordance with the Company's operating agreement:

WHEREAS, the Company directly or indirectly owns and/or controls each subsidiary of the Company listed on Exhibit A (the "***Subsidiaries***") attached hereto; and

WHEREAS, the Managers have determined that it is in the best interest of the Company and its subsidiaries to align officer positions across the Company and the Subsidiaries.

NOW, THEREFORE, BE IT RESOLVED, that the Managers hereby remove, effective immediately, all persons from all officer positions of each Subsidiary; and

RESOLVED FURTHER, that the Managers hereby appoint, effective immediately, the following persons in the capacity indicated as an officer of each Subsidiary, each such person to hold office at each Subsidiary until his or her successor is duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Name	**Office**
David O'Reilly	Chief Executive Officer
Carlos A. Olea	Chief Financial Officer & Treasurer
Joseph Valane	Secretary
Andrew Davis	Vice President
Doug Johnstone	Vice President
Ralph Ireland	Vice President
Bonnie Wedemeyer	Vice President
Paul Hayes	Vice President
Ben Martin	Vice President
Brooke Jones	Vice President
Andrew Ciarrocchi	Vice President
Alex Hancock	Vice President
Jose Bustamante	Vice President
Brian Walsh	Vice President
Danielle Bisterfeldt	Vice President
Katie Willis	Vice President
Ciara Nackino	Vice President
Chad Hastings	Vice President
Le Duong	Assistant Secretary
David Major	Assistant Secretary

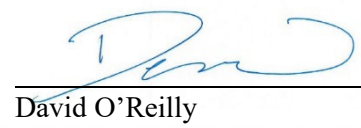
RESOLVED FURTHER, that each officer of the Company is hereby authorized and directed to take all actions and execute all documents as may be necessary or desirable to implement the foregoing

resolutions, including notifying any regulatory authorities, financial institutions, or other parties of the changes in officer positions; and

RESOLVED FURTHER, that any actions previously taken by or on behalf of the Company by any of the officers listed above be, and hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, each of the undersigned hereby consents to the adoption of the foregoing resolutions effective as of October 1, 2025.

MANAGERS:



David O'Reilly

Carlos Olea

EXHIBIT A

1. Summerlin North GP, LLC
2. Summerlin Centre, LLC
3. Summerlin South GP, LLC
4. Red Rock Investment, LLC

4125 ZONE SOUTH RESERVOIR CONSTRUCTION AGREEMENT

AMENDMENT NO. 1

This Amendment No. 1 (Amendment) to the 4125 Zone South Reservoir Construction Agreement ("Agreement"), is made by and between The Howard Hughes Company, LLC. ("DEVELOPER") and the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("DISTRICT"). DISTRICT and DEVELOPER 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 with an Effective Date of November 14, 2024, through which DEVELOPER would provide the DISTRICT with funding for construction 4125 Zone South Reservoir, and

WHEREAS, the Parties desire to amend the Agreement to update the construction funding based on the best bid for total construction cost.

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) REPLACE Paragraph No. 4(a) of the Agreement with the following Paragraph No. 4(a):

4) Construction Funding.

a) The Developer will pay the District the actual cost of the construction of the Project, which is estimated to be $39,500,000, to fund the construction of the Project ("Developer Contribution"). The Developer shall make payments ("Payment Schedule") on the Developer Contribution as follows:

i) $6,000,000 due on or before December 19, 2024, by 9:00 a.m.; and

ii) $2,100,000 due within 24 hours of receipt of the Districts Notice of Award of the contract for construction of the Project; and

iii) $2,100,000 due the first of the first month following the Notice of Award; and

iv) $2,100,000 due the first of the second month following the Notice of Award; and

v) $2,100,000 due the first of the third month following the Notice of Award; and

vi) $2,100,000 due the first of the fourth month following the Notice of Award; and

vii) $2,100,000 due the first of the fifth month following the Notice of Award; and

viii) $2,100,000 due the first of the sixth month following the Notice of Award; and

ix) $2,100,000 due the first of the seventh month following the Notice of Award; and

x) $2,100,000 due the first of the eighth month following the Notice of Award; and

xi) $2,100,000 due the first of the ninth month following the Notice of Award; and

xii) $2,100,000 due the first of the tenth month following the Notice of Award; and

xiii) $2,100,000 due the first of the eleventh month following the Notice of Award; and

xiv) $2,100,000 due the first of the twelfth month following the Notice of Award; and

xv) $2,100,000 due the first of the thirteenth month following the Notice of Award; and

xvi) $2,100,000 due the first of the fourteenth month following the Notice of Award; and

xvii) $2,000,000 due the first of the fifteenth month following the Notice of Award.

2) REPLACE Paragraph No. 4(b)ii) of the Agreement with the following Paragraph No. 4(b)ii):

ii) Provide to the District a payment bond in the amount of $33,500,000. The payment bond shall have no right to cure upon default. After the Developer makes the $2,100,000 payment due within 24 hours of receipt of the District's Notice of Award of the contract for the construction of the Project, the Developer may reduce its obligation under the payment bond to reflect the amount due under the Payment Schedule.

3) DISCLOSURE OF NO EMPLOYEE/OFFICIAL RELATIONSHIP AND NO EMPLOYEE/OFFICIAL OWNERSHIP/INVOLVEMENT:

DEVELOPER affirms that:

a) No individuals holding more than five percent ownership or financial interest in the DEVELOPER and none of the DEVELOPER's principals have a relationship with any employee or official of the DISTRICT by first or second blood relatives or by marriage. First or second blood relative or marriage relationships include spouse, registered domestic partners, children, parents, in-laws (first degree), brothers/sisters, half-brothers/half-sisters, grandchildren, and grandparents (second degree).

b) No employee or official of the DISTRICT has any ownership or financial interest in the DEVELOPER exceeding five percent.

c) No employee or official of the DISTRICT has any involvement with the negotiation of this Agreement on behalf of the DEVELOPER or involvement in the day-to-day activities of the DEVELOPER.

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.

The Howard Hughes Company, LLC	**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

December 2, 2025

Subject:
Construction Award

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

Recommendations:
That the Board of Directors award a contract to J. A. Tiberti Construction Company, Inc., for the construction of a buried concrete reservoir consisting of two basins, a disinfection and control building, and the installation of fiber optic cable to the reservoir from the pump station in the amount of $37,987,300, authorize a change order contingency not to exceed $1,500,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:
If the above recommendation is approved, the District will receive funds for the cost of the construction project from the Howard Hughes Company, LLC. An agreement for the funding of this Project is a separate agenda item before the Board today.

Background:
Commitment No. 009979 (3273L), 4125 Zone South Reservoir (Project), is for the construction of a 10-million-gallon buried concrete reservoir consisting of two basins with appurtenant piping, a disinfection and control building, vaults, concrete perimeter walls, and security gates. The Project also includes the installation of 13,500 feet of fiber optic cable from the 4125 Zone Pump Station to the 4125 Zone South Reservoir. The site is located as generally shown on Attachment A.

Sealed Bids were received and publicly opened on September 23, 2025. A tabulation of the bids received is listed below:

J. A. Tiberti Construction Co., Inc.	$37,987,300
Ames Construction, Inc.	$40,585,663
MMC, Inc.	$42,667,367

The J. A. Tiberti Construction Co., Inc. (Tiberti), proposal is considered to be the best bid received as defined by NRS 338.1389. If approved, the attached agreement provides for Tiberti to accept and agree to all contract terms. Tiberti is a Nevada corporation located in Las Vegas.

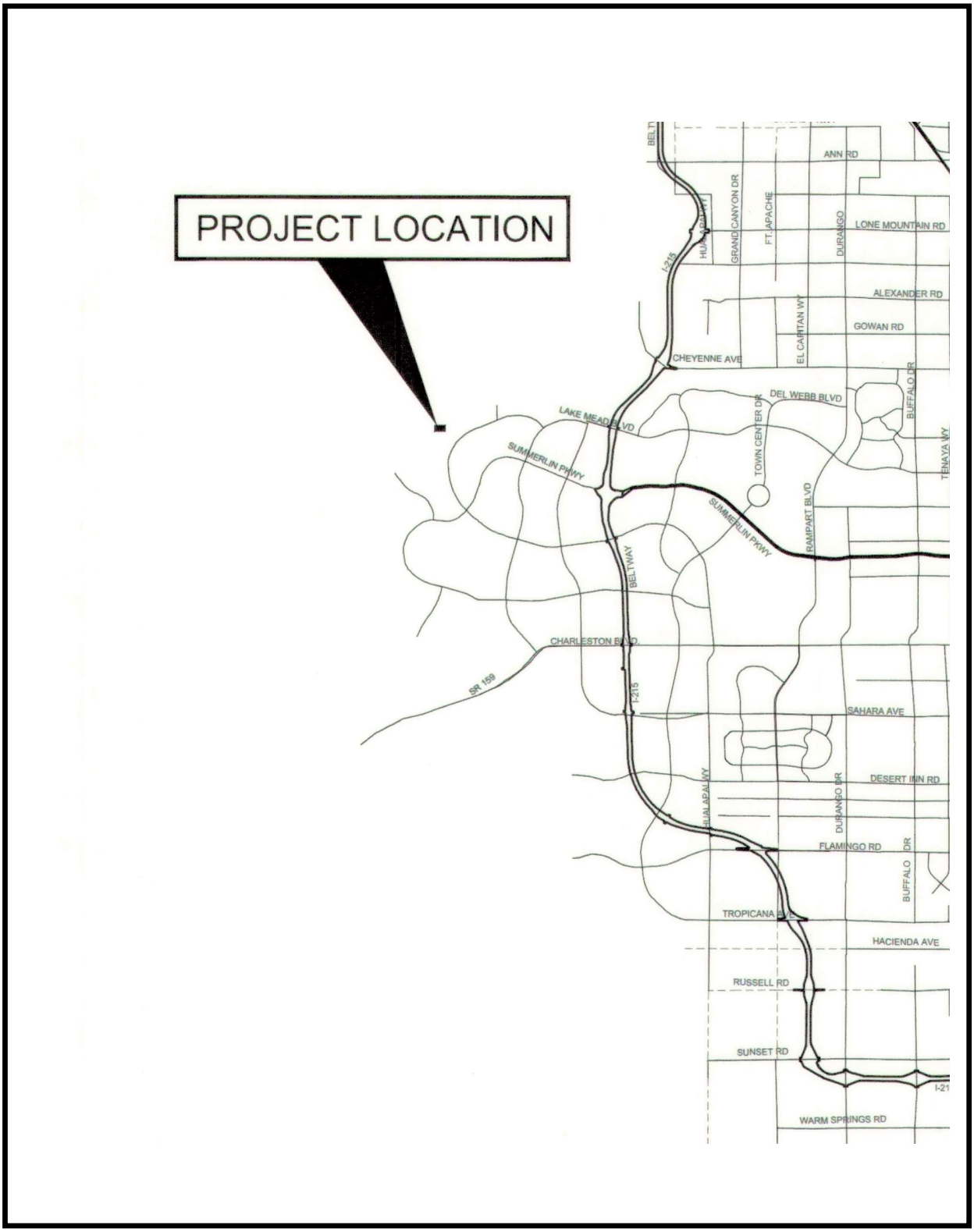
This agreement is being entered into pursuant to NRS 338.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

JJE:DJR:PJJ:SO:TS:MJL:evw
Attachments: Attachment A, Disclosure, Agreement

AGENDA ITEM # **10**

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3273L_009979
4125 ZONE SOUTH RESERVOIR



SHEET 1 OF 1 **ATTACHMENT A**

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:	31
Corporate/Business EntityName:	J.A. Tiberti Construction Co. Inc.
Doing Business As:	
Street Address:	1806 Industrial Rd.
City, State, and Zip Code	LAS VEGAS, NV 89102
Website:	www.tiberti.com
Contact Name:	Mark C. Maffey
Contact Email:	mmaffey@tiberti.com
Telephone No:	(702) 382-7071
Fax No:	(702) 382-5361

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax 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?	**No**
Number of Board members/Officers?	
Number of Owners?	**5**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Laura Tiberti	Director	25
Andra Maffey	Director	25
Mario Tiberti	Director	25
joseph Kennedy	Director	12.5
Ryan Tiberti	Shareholder	12.5

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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)

A. 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**

B. 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**

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

Category A/B	Business Owner/Principal Name	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

Business Entity Authorized Signature:

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

Signer Name: Mark Maffey

Signer Title: Vice President

Signer Email: mmaffey@tiberti.com

Signed Date: 10/17/2025

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

_– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?

_– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance 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.

	Ono Siou Matsura, Shannon	
Ono Siou Matsura, Shannon	Construction Division Mgr	10/20/2025
Signature	Print Name/Title	Date

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and J. A. TIBERTI CONSTRUCTION CO., INC.

_____,

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

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

   Title: 4125 ZONE SOUTH RESERVOIR

   Project No: 3273L

   Commitment No: 009979

   Public Works Project Identifying Number: CL-2026-006

2. Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.

3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.

4. Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.

5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
   a. Addenda
   b. Agreement
   c. Bidder Statement of Authority to Submit Bid Form and accompanying Documents
   d. Bid Form
   e. Bonds
   f. Drawings
   g. General Conditions
   h. General Requirements
   i. Instructions to Bidders
   j. Invitation to Bid and Legal Notice
   k. Notice of Award
   l. Notice(s) to Proceed

m. Permits
n. Supplementary Conditions
o. Technical Specifications

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF:

J. A. TIBERTI CONSTRUCTION CO., INC.

_____

By: _____
Signatory Empowered to Bind Contractor

_____
Type or Print Name

_____
Official Title

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager (or Designee)

Approved as to Form:

_____
Attorney for Las Vegas Valley Water District

END OF DOCUMENT

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: LVVWD 2015A Bond Redemption Delegation Resolution
Petitioner: Paul Johnson, Chief Financial Officer
Recommendations: That the Board of Directors adopt a resolution authorizing the payment and redemption of up to $29,105,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2015A.

Fiscal Impact:
Funds sufficient to redeem the bonds in the amount of $29,105,000 are available in the District Reserve Funds. This will result in net present value savings for the District of approximately $334,503.

Background:
On June 1, 2015, the District issued its Las Vegas Valley Water District General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2015A (2015A Bonds), in the original principal amount of $172,430,000. A portion of those bonds are now eligible for optional redemption. This LVVWD 2015A Bond Redemption Delegation Resolution authorizes the Treasurer to effectuate the redemption of up to $29,105,000 aggregate principal amount of the 2015A Bonds together with any related accrued interest through the redemption date on any date prior to June 30, 2026.

This resolution is authorized pursuant to NRS 350.684 and Section 1(10) of the Las Vegas Valley Water District Act. The office of the General Counsel has reviewed and approved this resolution.

JJE:PJ:RS:kn
Attachment: LVVWD 2015A Bond Redemption Delegation Resolution

AGENDA ITEM # 11

Summary - a resolution delegating to the Treasurer the decision to redeem some or all of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2015A

RESOLUTION NO _____

A RESOLUTION DELEGATING TO THE TREASURER THE DECISION TO REDEEM SOME OR ALL OF THE LAS VEGAS VALLEY WATER DISTRICT, NEVADA GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS, SERIES 2015A; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

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

WHEREAS, the District previously issued its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2015A (the "2015A Bonds"); and

WHEREAS, the 2015A Bonds are secured by Pledged Revenues; and

WHEREAS, the 2015A Bonds are subject to optional redemption by the District on any date on or after June 1, 2025; and

WHEREAS, the District has sufficient Pledged Revenues to redeem the 2015A Bonds; and

WHEREAS, the Board of Directors of the District (the "Board") hereby delegates to the Treasurer of the District (the "Treasurer") the authority to redeem some or all of the 2015A Bonds with necessary Pledged Revenues, after the District has provided any required notice of redemption of the same.

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

Section 1. This resolution shall be known and may be cited by the short title "LVVWD 2015A Bond Redemption Delegation Resolution."

Section 2. The Board hereby delegates to the Treasurer the decision as to whether to direct the payment and redemption of up to $29,105,000 aggregate principal amount of the 2015A Bonds, together with any related accrued interest through the redemption date, on any date prior to June 30, 2026, following the delivery of any required redemption notice, and authorizes the Treasurer to apply sufficient Pledged Revenues to effect such redemption.

Section 3. The officers of the District are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this December 2, 2025.

[DISTRICT SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary Las Vegas Valley Water District	Marilyn Kirkpatrick, President Las Vegas Valley Water District

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

I, John J. 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 adopted by the Board of Directors of the District (the "Board") on December 2, 2025.

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

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

Those Voting Aye: Marilyn Kirkpatrick
Jim Gibson
April Becker
Justin Jones
William McCurdy II
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 such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this December 2, 2025.

_____
John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: SNWA 2015B Bond Redemption Delegation Resolution
Petitioner: Paul Johnson, Chief Financial Officer
Recommendations: That the Board of Directors adopt a resolution authorizing the payment and redemption of up to $35,725,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015B.

Fiscal Impact:
No fiscal impact to the District. Instead, redemption of the bonds in the amount of $35,725,000 will be made by the Southern Nevada Water Authority. This will result in net present value savings to the Southern Nevada Water Authority of approximately $711,864.

Background:
Upon the Southern Nevada Water Authority's (Authority) request, the Amended and Restated Master Bond Repayment Agreement (MBRA) authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt. The MBRA requires the Authority to pay the costs of debt issued by the District under the MBRA.

On June 1, 2015, for the benefit of the Authority, the District issued its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015B (2015B Bonds), in the original principal amount of $177,635,000. A portion of those bonds are now eligible for optional redemption.

On November 20, 2025, pursuant to the MBRA, the Authority authorized the District to redeem up to $35,725,000 aggregate principal amount of the 2015B Bonds, together with any related accrued interest through the redemption date, on any date prior to June 30, 2026. This SNWA 2015B Bond Redemption Delegation Resolution authorizes the District Treasurer to complete the payment and redemption of the 2015B Bonds pursuant to the Authority's prior authorization.

This resolution is authorized pursuant to NRS 350.684, Section 1(10) of the Las Vegas Valley Water District Act, and Section 5 of the MBRA. The office of the General Counsel has reviewed and approved this resolution.

JJE:PJ:RS:kn
Attachment: SNWA 2015B Bond Redemption Delegation Resolution

AGENDA ITEM # **12**

Summary - a resolution delegating to the Treasurer the decision to redeem some or all of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015B

RESOLUTION NO _____

A RESOLUTION DELEGATING TO THE TREASURER THE DECISION TO REDEEM SOME OR ALL OF THE LAS VEGAS VALLEY WATER DISTRICT, NEVADA GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES) WATER REFUNDING BONDS, SERIES 2015B; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Las Vegas Valley Water District (the "District"), in the County of Clark and the State of Nevada, is now organized and operating under the provisions of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947, as amended (the "Project Act"), and is authorized, on behalf of the Southern Nevada Water Authority (the "Authority") and in the name of the District, to issue general obligations of the District which are additionally secured by certain revenues as set forth in the Project Act, for the purpose of financing the cost of acquiring and constructing improvements for water projects for the Authority, as set forth in Chapter 631, Statutes of Nevada 1993, as amended; and

WHEREAS, at the request of the Authority, the District previously issued its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015B (the "2015B Bonds"); and

WHEREAS, the 2015B Bonds are secured by revenues pledged to the District by the Authority (the "SNWA Pledged Revenues") pursuant to an Amended and Restated SNWA/LVVWD Master Bond Repayment Agreement dated as of November 16, 2023, between the Authority and the District; and

WHEREAS, the 2015B Bonds are subject to optional redemption by the District, at the request of the Authority, on any date on or after June 1, 2025; and

WHEREAS, the Authority has delegated to the Treasurer of the Authority the ability to direct the District to redeem some or all of the 2015B Bonds; and

WHEREAS, the Authority has sufficient SNWA Pledged Revenues to redeem the 2015B Bonds; and

WHEREAS, the Board of Directors of the District (the "Board") hereby delegates to the Treasurer of the District (the "Treasurer") the authority to redeem some or all of the 2015B Bonds with necessary SNWA Pledged Revenues, after the District has provided any required notice of redemption of the same, provided the Treasurer is directed to do so by the Treasurer of the Authority and sufficient SNWA Pledged Revenues are provided to the District by the Authority.

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

Section 1. This resolution shall be known and may be cited by the short title "SNWA 2015B Bond Redemption Delegation Resolution."

Section 2. The Board hereby delegates to the Treasurer the decision as to whether to direct the payment and redemption of up to $35,725,000 aggregate principal amount of the 2015B Bonds, together with any related accrued interest through the redemption date, on any date prior to June 30, 2026, following the delivery of any required redemption notice, provided the Treasurer is directed to do so by the Treasurer of the Authority and sufficient SNWA Pledged Revenues are provided to the District by the Authority.

Section 3. The officers of the District are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this December 2, 2025.

[DISTRICT SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary	Marilyn Kirkpatrick, President
Las Vegas Valley Water District	Las Vegas Valley Water District

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

I, John J. 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 adopted by the Board of Directors of the District (the "Board") on December 2, 2025.

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

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

Those Voting Aye: Marilyn Kirkpatrick
Jim Gibson
April Becker
Justin Jones
William McCurdy II
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 such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this December 2, 2025.

_____
John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: SNWA 2015C Bond Redemption Delegation Resolution
Petitioner: Paul Johnson, Chief Financial Officer
Recommendations: That the Board of Directors adopt a resolution authorizing the payment and redemption of up to $9,870,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015C.

Fiscal Impact:
No fiscal impact to the District. Instead, redemption of the bonds in the amount of $9,870,000 will be made by the Southern Nevada Water Authority. This will result in net present value savings to the Southern Nevada Water Authority of approximately $100,507.

Background:
Upon the Southern Nevada Water Authority's (Authority) request, the Amended and Restated Master Bond Repayment Agreement (MBRA) authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt. The MBRA requires the Authority to pay the costs of debt issued by the District under the MBRA.

On June 1, 2015, for the benefit of the Authority, the District issued its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015C (2015C Bonds), on June 1, 2015, in the original principal amount of $42,125,000. A portion of those bonds are now eligible for optional redemption.

On November 20, 2025, pursuant to the MBRA, the Authority authorized the District to redeem up to $9,870,000 aggregate principal amount of the 2015C Bonds, together with any related accrued interest through the redemption date, on any date prior to June 30, 2026. This SNWA 2015C Bond Redemption Delegation Resolution authorizes the District Treasurer to complete the payment and redemption of the 2015C Bonds pursuant to the Authority's authorization.

This resolution is authorized pursuant to NRS 350.684, Section 1(10) of the Las Vegas Valley Water District Act, and Section 5 of the MBRA. The office of the General Counsel has reviewed and approved this resolution.

JJE:PJ:RS:kn
Attachment: SNWA 2015C Bond Redemption Delegation Resolution

AGENDA ITEM # **13**

Summary - a resolution delegating to the Treasurer the decision to redeem some or all of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015C

RESOLUTION NO _____

A RESOLUTION DELEGATING TO THE TREASURER THE DECISION TO REDEEM SOME OR ALL OF THE LAS VEGAS VALLEY WATER DISTRICT, NEVADA GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES) WATER REFUNDING BONDS, SERIES 2015C; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Las Vegas Valley Water District (the "District"), in the County of Clark and the State of Nevada, is now organized and operating under the provisions of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947, as amended (the "Project Act"), and is authorized, on behalf of the Southern Nevada Water Authority (the "Authority") and in the name of the District, to issue general obligations of the District which are additionally secured by certain revenues as set forth in the Project Act, for the purpose of financing the cost of acquiring and constructing improvements for water projects for the Authority, as set forth in Chapter 631, Statutes of Nevada 1993, as amended; and

WHEREAS, at the request of the Authority, the District previously issued its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2015C (the "2015C Bonds"); and

WHEREAS, the 2015C Bonds are secured by revenues pledged to the District by the Authority (the "SNWA Pledged Revenues") pursuant to an Amended and Restated SNWA/LVVWD Master Bond Repayment Agreement dated as of November 16, 2023, between the Authority and the District; and

WHEREAS, the 2015C Bonds are subject to optional redemption by the District, at the request of the Authority, on any date on or after September 15, 2025; and

WHEREAS, the Authority has delegated to the Treasurer of the Authority the ability to direct the District to redeem some or all of the 2015C Bonds; and

WHEREAS, the Authority has sufficient SNWA Pledged Revenues to redeem the 2015C Bonds; and

WHEREAS, the Board of Directors of the District (the "Board") hereby delegates to the Treasurer of the District (the "Treasurer") the authority to redeem some or all of the 2015C Bonds with necessary SNWA Pledged Revenues, after the District has provided any required notice of redemption of the same, provided the Treasurer is directed to do so by the Treasurer of the Authority and sufficient SNWA Pledged Revenues are provided to the District by the Authority.

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

Section 1. This resolution shall be known and may be cited by the short title "SNWA 2015C Bond Redemption Delegation Resolution."

Section 2. The Board hereby delegates to the Treasurer the decision as to whether to direct the payment and redemption of up to $9,870,000 aggregate principal amount of the 2015C Bonds, together with any related accrued interest through the redemption date, on any date prior to June 30, 2026, following the delivery of any required redemption notice, provided the Treasurer is directed to do so by the Treasurer of the Authority and sufficient SNWA Pledged Revenues are provided to the District by the Authority.

Section 3. The officers of the District are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this December 2, 2025.

[DISTRICT SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary	Marilyn Kirkpatrick, President
Las Vegas Valley Water District	Las Vegas Valley Water District

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

I, John J. 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 adopted by the Board of Directors of the District (the "Board") on December 2, 2025.

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

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

Those Voting Aye: Marilyn Kirkpatrick
Jim Gibson
April Becker
Justin Jones
William McCurdy II
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 such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this December 2, 2025.

_____
John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: LVVWD 2018A Bond Redemption Delegation Resolution
Petitioner: Paul Johnson, Chief Financial Officer
Recommendations: That the Board of Directors adopt a resolution authorizing the payment and redemption of up to $19,370,000 aggregate principal amount of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2018A.

Fiscal Impact:
Funds sufficient to redeem the bonds in the amount of $19,370,000 are available in the District Reserve Funds. This will result in net present value savings of approximately $257,125 for the District.

Background:
Upon the Southern Nevada Water Authority's (Authority) request, the Amended and Restated Master Bond Repayment Agreement (MBRA) authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt. The MBRA requires the Authority to pay the costs of debt issued by the District under the MBRA.

On June 26, 2018, the District issued its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2018A (2018A Bonds), in the original principal amount of $100,000,000. A portion of those bonds are now eligible for optional redemption. This LVVWD 2018A Bond Redemption Delegation Resolution authorizes the Treasurer to effectuate the redemption of up to $19,370,000 aggregate principal amount of the 2018A Bonds together with any related accrued interest through the redemption date on any date prior to June 30, 2026.

This resolution is authorized pursuant to NRS 350.684 and Section 1(10) of the Las Vegas Valley Water District Act. The office of the General Counsel has reviewed and approved this resolution.

JJE:PJ:RS:kn
Attachment: LVVWD 2018A Bond Redemption Delegation Resolution

AGENDA ITEM # **14**

Summary - a resolution delegating to the Treasurer the decision to redeem some or all of the Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2018A

RESOLUTION NO _____

A RESOLUTION DELEGATING TO THE TREASURER THE DECISION TO REDEEM SOME OR ALL OF THE LAS VEGAS VALLEY WATER DISTRICT, NEVADA GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER BONDS, SERIES 2018A; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

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

WHEREAS, the District previously issued its Las Vegas Valley Water District, Nevada General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Bonds, Series 2018A (the "2018A Bonds"); and

WHEREAS, the 2018A Bonds are secured by Pledged Revenues; and

WHEREAS, the 2018A Bonds are subject to optional redemption by the District on any date on or after June 1, 2025; and

WHEREAS, the District has sufficient Pledged Revenues to redeem the 2018A Bonds; and

WHEREAS, the Board of Directors of the District (the "Board") hereby delegates to the Treasurer of the District (the "Treasurer") the authority to redeem some or all of the 2018A Bonds with necessary Pledged Revenues, after the District has provided any required notice of redemption of the same.

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

Section 1. This resolution shall be known and may be cited by the short title "LVVWD 2018A Bond Redemption Delegation Resolution."

Section 2. The Board hereby delegates to the Treasurer the decision as to whether to direct the payment and redemption of up to $19,370,000 aggregate principal amount of the 2018A Bonds, together with any related accrued interest through the redemption date, on any date prior to June 30, 2026, following the delivery of any required redemption notice, and authorizes the Treasurer to apply sufficient Pledged Revenues to effect such redemption.

Section 3. The officers of the District are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this December 2, 2025.

[DISTRICT SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary Las Vegas Valley Water District	Marilyn Kirkpatrick, President Las Vegas Valley Water District

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

I, John J. 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 adopted by the Board of Directors of the District (the "Board") on December 2, 2025.

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

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

Those Voting Aye: Marilyn Kirkpatrick
Jim Gibson
April Becker
Justin Jones
William McCurdy II
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 such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this December 2, 2025.

_____
John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: LVVWD 2026A DMC Notice Resolution
Petitioner: Paul Johnson, Chief Financial Officer
Recommendations: That the Board of Directors adopt a resolution making a finding that no increase in an ad valorem tax is anticipated with respect to the issuance of General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Refunding Bonds, Series 2016A, in the maximum aggregate principal amount of $383,410,000, and requesting the Clark County Debt Management Commission approve the finding.

Fiscal Impact:
This refunding will reduce debt service costs. The debt service will be paid by the Southern Nevada Water Authority.

Background:
The Amended and Restated Master Bond Repayment Agreement (MBRA) authorizes the District to issue general obligation bonds for the benefit of the Southern Nevada Water Authority (Authority). The proceeds may be used to fund capital expenditures or refund outstanding debt issued under the MBRA. The MBRA requires the Authority to pay the costs of debt issued under the MBRA.

On April 6, 2016, the District issued its General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement and Refunding Bonds, Series 2016A (2016A Bonds), at the request of the Authority. Those bonds can be refunded to achieve interest rate savings.

On November 20, 2025, the Authority's Board of Directors approved a resolution authorizing the District's Board of Directors to issue refunding bonds in the maximum aggregate principal amount of $383,410,000 (2026A Bonds) for the purpose of refunding all, or any portion, of the outstanding 2016A Bonds.

When issuing new debt, NRS 361.4727(3)(b)(2) requires that the Board make a finding that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the obligations during the term thereof and that the Debt Management Commission (DMC) approves that finding. While it is not clear that the same finding is required when issuing refunding bonds, out of an abundance of caution, the District has previously complied with NRS 361.4727(3)(b)(2). As such, the attached resolution makes the finding that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds during the term thereof and, if approved, will be submitted to the DMC for approval on December 4, 2025.

This resolution is authorized pursuant to NRS 361.4727(3)(b); Section 1(10) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947; and the MBRA. The office of the General Counsel has reviewed and approved the resolution.

JJE:PJ:RS:kn
Attachment: LVVWD 2026A DMC Notice Resolution

AGENDA ITEM # **15**

Summary - a resolution making a finding and requesting the Clark County Debt Management Commission to approve the Board's finding regarding the issuance of general obligation refunding bonds additionally secured by SNWA pledged revenues.

RESOLUTION

A RESOLUTION CONCERNING THE REFINANCING OF WATER PROJECTS; MAKING A FINDING THAT NO INCREASE IN AN AD VALOREM TAX IS ANTICIPATED WITH RESPECT TO THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY SNWA PLEDGED REVENUES) WATER REFUNDING BONDS; REQUESTING THE CLARK COUNTY DEBT MANAGEMENT COMMISSION TO APPROVE THE FINDING; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Las Vegas Valley Water District (the "District"), in the County of Clark and the State of Nevada, is now organized and operating under the provisions of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947, as amended (the "Project Act"), and is authorized, on behalf of the Southern Nevada Water Authority (the "Authority") and in the name of the District, to issue general obligations of the District which are additionally secured by certain revenues as set forth in the Project Act for the purpose of refinancing the cost of acquiring and constructing improvements for water projects for the Authority, as set forth in Chapter 631, Statutes of Nevada 1993, as amended; and

WHEREAS, the District has previously issued its General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues) Water Improvement and Refunding Bonds, Series 2016A (the "2016A Bonds"), at the request of the Authority; and

WHEREAS, in order to reduce interest costs and effect other economies, the Board proposes to issue its Las Vegas Valley Water District, General Obligation (Limited Tax) (Additionally Secured by SNWA Pledged Revenues), Water Refunding Bonds, Series 2026A in the maximum aggregate principal amount of $383,410,000 (collectively, the "Refunding Bonds") for the purpose of refinancing all or a portion of the outstanding 2016A Bonds; and

WHEREAS, based on the revenue study presented to the Board, the revenues to be received by the District from the Authority will at least equal the amount necessary in each year for the payment of interest on and principal of the Refunding Bonds, and no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds for the term thereof (the "Finding"); and

WHEREAS, the Board proposes (subject to the approval of the Finding by the Clark County Debt Management Commission) to issue the Refunding Bonds; and

WHEREAS, subsection 3 of NRS 361.4727 provides, in relevant part, as follows:

> "3. Except as otherwise provided in this subsection, any increase in the rate of an ad valorem tax authorized pursuant to this section must be included in the calculation of the partial abatements from taxation provided pursuant to NRS 361.4722, 361.4723 and 361.4724. An increase in the rate of an ad valorem tax authorized pursuant to this section is exempt from each partial abatement from taxation provided pursuant to NRS 361.4722, 361.4723 and 361.4724 if the obligations for which that increase is imposed are issued:
>
> (a) Before July 1, 2005; or
>
> (b) On or after July 1, 2005, and, before the issuance of the obligations:
>
> (1) The governing body of the taxing entity issuing the obligations makes a finding that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the obligations during the term thereof; and
>
> (2) The debt management commission of the county in which the taxing entity is located approves that finding."

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

Section 1. Based on the revenue study presented to the Board, the Board hereby finds that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds for the term thereof and requests that the Clark County Debt Management Commission (the "Commission") approve the Finding. A copy of the Revenue Study presented to the Board is attached hereto as Exhibit A.

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the issuance of the Refunding Bonds, be and the same hereby are, ratified, approved and confirmed.

Section 3. The Secretary be, and he hereby is, authorized and directed to notify immediately the Secretary of the Commission of the Finding and the Board's request to approve the Finding.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this December 2, 2025.

[DISTRICT SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary Las Vegas Valley Water District	Marilyn Kirkpatrick, President Las Vegas Valley Water District

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

I, John J. 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 adopted by the Board of Directors of the District (the "Board") on December 2, 2025.

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

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

Those Voting Aye: Marilyn Kirkpatrick
Jim Gibson
April Becker
Justin Jones
William McCurdy II
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 such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this December 2, 2025.

_____
John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Revenue Study)

REVENUE STUDY

EXISTING AND PROPOSED ANNUAL DEBT SERVICE REQUIREMENTS*
Southern Nevada Water Authority
December 1, 2025

Fiscal Year Ending June 30,	SNWA Pledged Revenues	Existing SNWA Revenue Supported Bonds Debt Service (1)	Series 2026A Bonds Debt Service (2)	Total Existing & Proposed Debt Service	Coverage (times)
2026	$ 159,740,019	$ 155,676,101	$ 4,063,918	$ 159,740,019	1.00
2027	290,504,004	260,952,791	29,551,213	290,504,004	1.00
2028	254,988,320	225,441,507	29,546,813	254,988,320	1.00
2029	248,252,437	218,705,224	29,547,213	248,252,437	1.00
2030	248,860,205	219,308,792	29,551,413	248,860,205	1.00
2031	222,558,921	193,010,508	29,548,413	222,558,921	1.00
2032	222,263,946	192,716,333	29,547,613	222,263,946	1.00
2033	222,543,697	192,995,684	29,548,013	222,543,697	1.00
2034	226,585,246	197,036,633	29,548,613	226,585,246	1.00
2035	189,758,396	160,209,983	29,548,413	189,758,396	1.00
2036	194,091,930	164,540,517	29,551,413	194,091,930	1.00
2037	194,088,293	164,541,880	29,546,413	194,088,293	1.00
2038	194,920,471	165,372,858	29,547,613	194,920,471	1.00
2039	194,960,871	165,411,258	29,549,613	194,960,871	1.00
2040	93,834,433	64,288,308	29,546,125	93,834,433	1.00
2041	93,826,184	64,278,559	29,547,625	93,826,184	1.00
2042	93,834,783	64,283,858	29,550,925	93,834,783	1.00
2043	89,406,096	59,860,258	29,545,838	89,406,096	1.00
2044	89,403,758	59,855,258	29,548,500	89,403,758	1.00
2045	89,178,579	59,626,329	29,552,250	89,178,579	1.00
2046	63,513,000	33,966,000	29,547,000	63,513,000	1.00
2046	33,953,488	33,953,488	0	33,953,488	1.00
2047	33,947,450	33,947,450	0	33,947,450	1.00
2048	33,930,575	33,930,575	0	33,930,575	1.00
2049	33,921,275	33,921,275	0	33,921,275	1.00
2050	44,771,975	44,771,975	0	44,771,975	1.00
2051	27,340,213	27,340,213	0	27,340,213	1.00
2052	27,340,513	27,340,513	0	27,340,513	1.00
2053	27,339,388	27,339,388	0	27,339,388	1.00
2054	27,338,688	27,338,688	0	27,338,688	1.00
TOTAL	$ 3,966,997,154	$ 3,371,962,204	$ 595,034,950	$ 3,966,997,154	

* Preliminary, subject to change. Totals may not add due to rounding.

(1) Combined debt service on the MBRA Parity Obligations, the SNWA Parity Obligations and the Subordinate Obligations. Excludes the Series 2016A Bonds that will be refunded with the Series 2026A Bonds.

(2) Proposed debt service on the Series 2026A Bonds in the par amount of $383.41 million which is expected to close on March 4, 2026. Preliminary, subject to change.

Source: Compiled by the Municipal Advisors.

EXHIBIT B

(Attach Copy of Notice of Meeting)

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

December 2, 2025

Subject: LVVWD 2026B DMC Notice Resolution
Petitioner: Paul Johnson, Chief Financial Officer
Recommendations: That the Board of Directors adopt a resolution making a finding that no increase in an ad valorem tax is anticipated with respect to the issuance of General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2016B, in the maximum aggregate principal amount of $68,620,000, and requesting the Clark County Debt Management Commission approve the finding.

Fiscal Impact:
This refunding will reduce debt service costs.

Background:
On April 6, 2016, the District issued its General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2016B (2016B Bonds). Those bonds can be refunded to achieve interest rate savings.

When issuing new debt, NRS 361.4727(3)(b)(2) requires that the Board of Directors make a finding that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the obligations during the term thereof and that the Debt Management Commission (DMC) approve that finding. While it is not clear that the same finding is required when issuing refunding bonds, out of an abundance of caution, the District has previously complied with NRS 361.4727(3)(b)(2). As such, the attached Resolution makes the finding that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds during the term thereof and, if approved, will be submitted to the DMC for approval on December 4, 2025.

This resolution is authorized pursuant to NRS 361.4727(3)(b) and Section 1(10) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the resolution.

JJE:PJ:RS:kn
Attachment: LVVWD 2026B DMC Notice Resolution

AGENDA ITEM # **16**

Summary - a resolution making a finding and requesting the Clark County Debt Management Commission to approve the Board's finding regarding the issuance of general obligation refunding bonds additionally secured by pledged revenues.

RESOLUTION

A RESOLUTION CONCERNING THE REFINANCING OF WATER PROJECTS; MAKING A FINDING THAT NO INCREASE IN AN AD VALOREM TAX IS ANTICIPATED WITH RESPECT TO THE ISSUANCE OF GENERAL OBLIGATION (LIMITED TAX) (ADDITIONALLY SECURED BY PLEDGED REVENUES) WATER REFUNDING BONDS; REQUESTING THE CLARK COUNTY DEBT MANAGEMENT COMMISSION TO APPROVE THE FINDING; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

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

WHEREAS, the District has previously issued its General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues) Water Refunding Bonds, Series 2016B (the "2016B Bonds"); and

WHEREAS, in order to reduce interest costs and effect other economies, the Board proposes to issue its Las Vegas Valley Water District, General Obligation (Limited Tax) (Additionally Secured by Pledged Revenues), Water Refunding Bonds, Series 2026B, in the maximum aggregate principal amount of $68,620,000 (collectively, the "Refunding Bonds") for the purpose of refinancing all or a portion of the outstanding 2016B Bonds; and

WHEREAS, based on the revenue study presented to the Board, the Pledged Revenues will at least equal the amount necessary in each year for the payment of interest on and principal of the Refunding Bonds, and no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds for the term thereof (the "Finding"); and

WHEREAS, the Board proposes (subject to the approval of the Finding by the Clark County Debt Management Commission) to issue the Refunding Bonds; and

WHEREAS, subsection 3 of NRS 361.4727 provides, in relevant part, as follows:

> "3. Except as otherwise provided in this subsection, any increase in the rate of an ad valorem tax authorized pursuant to this section must be included in the calculation of the partial abatements from taxation provided pursuant to NRS 361.4722, 361.4723 and 361.4724. An increase in the rate of an ad valorem tax authorized pursuant to this section is exempt from each partial abatement from taxation provided pursuant to NRS 361.4722, 361.4723 and 361.4724 if the obligations for which that increase is imposed are issued:
>
> (a) Before July 1, 2005; or
>
> (b) On or after July 1, 2005, and, before the issuance of the obligations:
>
> (1) The governing body of the taxing entity issuing the obligations makes a finding that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the obligations during the term thereof; and
>
> (2) The debt management commission of the county in which the taxing entity is located approves that finding."

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

Section 1. Based on the revenue study presented to the Board, the Board hereby finds that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Refunding Bonds for the term thereof and requests that the Clark County Debt Management Commission (the "Commission") approve the Finding. A copy of the revenue study presented to the Board is attached hereto as Exhibit A.

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the issuance of the Refunding Bonds, be and the same hereby are, ratified, approved and confirmed.

Section 3. The Secretary be, and he hereby is, authorized and directed to notify immediately the Secretary of the Commission of the Finding and the Board's request to approve the Finding.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 6. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this December 2, 2025.

[DISTRICT SEAL]

Attest:

_____	_____
John J. Entsminger, Secretary Las Vegas Valley Water District	Marilyn Kirkpatrick, President Las Vegas Valley Water District

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

I, John J. 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 adopted by the Board of Directors of the District (the "Board") on December 2, 2025.

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

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

Those Voting Aye: Marilyn Kirkpatrick
Jim Gibson
April Becker
Justin Jones
William McCurdy II
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 such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice so given of the meeting of the Board is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this December 2, 2025.

_____
John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Revenue Study)

EXISTING AND PROPOSED ANNUAL DEBT SERVICE REQUIREMENTS (1)
Las Vegas Valley Water District, Nevada
As of December 1, 2025

Fiscal Year Ending June 30	Estimated Revenues Available for Debt Service (1)	Existing LVVWD Revenue Supported Bonds Debt Service (2)(3)	Series 2026B Bonds Debt Service (4) Principal	Series 2026B Bonds Debt Service (4) Interest	Total Existing and Proposed Debt Service	Coverage
2026	$ 852,295,199	$ 66,321,126	$ 0	$ 630,523	$ 66,951,649	12.73
2027	876,879,741	74,005,003	5,820,000	2,609,063	82,434,066	10.64
2028	819,720,575	65,099,253	6,020,000	2,405,363	73,524,616	11.15
2029	770,616,557	65,114,623	6,230,000	2,194,663	73,539,286	10.48
2030	757,688,640	65,099,583	6,445,000	1,976,613	73,521,196	10.31
2031	757,688,640	65,111,672	6,675,000	1,751,038	73,537,710	10.30
2032	757,688,640	65,099,902	6,910,000	1,517,413	73,527,315	10.30
2033	757,688,640	57,831,632	7,185,000	1,241,013	66,257,645	11.44
2034	757,688,640	57,833,930	7,475,000	953,613	66,262,543	11.43
2035	757,688,640	57,109,645	7,775,000	654,613	65,539,258	11.56
2036	757,688,640	56,379,327	8,085,000	343,613	64,807,940	11.69
2037	757,688,640	47,750,536	0	0	47,750,536	15.87
2038	757,688,640	46,176,906	0	0	46,176,906	16.41
2039	757,688,640	45,705,318	0	0	45,705,318	16.58
2040	757,688,640	45,706,038	0	0	45,706,038	16.58
2041	757,688,640	27,391,713	0	0	27,391,713	27.66
2042	757,688,640	27,397,013	0	0	27,397,013	27.66
2043	757,688,640	27,392,963	0	0	27,392,963	27.66
2044	757,688,640	27,388,313	0	0	27,388,313	27.66
2045	757,688,640	27,391,600	0	0	27,391,600	27.66
2046	757,688,640	27,396,050	0	0	27,396,050	27.66
2047	757,688,640	27,390,063	0	0	27,390,063	27.66
2048	757,688,640	27,387,438	0	0	27,387,438	27.67
2049	757,688,640	21,711,463	0	0	21,711,463	34.90
2050	757,688,640	21,702,375	0	0	21,702,375	34.91
2051	757,688,640	16,873,900	0	0	16,873,900	44.90
2052	757,688,640	16,876,050	0	0	16,876,050	44.90
2053	757,688,640	12,694,500	0	0	12,694,500	59.69
Total		$ 1,189,337,935	$ 68,620,000	$ 16,277,528	$ 1,274,235,463	

Footnotes on the following page.

(1) Fiscal year 2030 to fiscal year 2053 reflects a conservative projection by maintaining the 2030 revenues.

(2) District general obligation bonds additionally secured by Net District Pledged Revenues. If such revenues are not sufficient, the District may levy an ad valorem tax to pay the difference between such revenues and debt service requirements of the respective bonds. The District's 2010A Bonds were issued as BABs; the amounts shown are not reduced to reflect applicable BAB Credit amounts.

(3) Includes the effect of the proposed refunding of the Series 2016B Bonds.

(4) Proposed debt service on the Series 2026B Bonds in the par amount of $68.62 million which is expected to close on March 4, 2026. Preliminary, subject to change.

SOURCE: Compiled by the Municipal Advisors.

EXHIBIT B

(Attach Copy of Notice of Meeting)

BIG BEND WATER DISTRICT
BOARD OF TRUSTEES
AGENDA ITEM

December 2, 2025

Subject: Conduct Public Hearing
Petitioner: Colby N. Pellegrino, Deputy General Manager, Resources
Recommendations: That the Board of Trustees conduct a Public Hearing to adopt increases to the Big Bend Water District's water rates and its System Development Approval Charge or take other action as appropriate.

Fiscal Impact:
If approved, the rate increase is estimated to generate approximately $135,000 of additional revenue in the first fiscal year of implementation and a total of approximately $4.3 million of additional revenue over the full five years of implementation.

Background:
The Big Bend Water District (BBWD) is responsible for delivering drinking water to Laughlin's residents and businesses. Like many water systems across the nation, Laughlin's water system requires ongoing maintenance and replacement to continue to provide quality drinking water and reliable water service to the area. The BBWD identified approximately $9.7 million in water system improvements that will be required over the next decade to continue protecting the long-term sustainability of the community's water treatment and distribution system.

A water rate increase is needed to maintain a sustainable funding approach for Laughlin's water system. For this reason, District staff held informational public workshops over the summer to solicit feedback from the Laughlin community on proposed water rate scenarios. In September, the Laughlin Town Advisory Board (LTAB) reviewed community feedback and recommended funding system improvements by increasing existing water rates by 7.1 percent annually between years 2026-2030 in addition to previously approved CPI indexed increases. In 2031, the water rates will return to only the indexed annual increases if the rate increases are approved. In addition, a recommended increase to the System Development Approval Charge – a fee assessed for new connections – will bring the fees up with inflation and will be indexed annually thereafter. This charge has not been increased for more than 15 years.

BBWD staff worked with the community to notify customers about the proposed changes to rates and the System Development Approval Charge. In addition to the three workshops mentioned above, staff also directly mailed all of Laughlin's businesses about the proposed changes, briefed LTAB members, held a local developer meeting, presented at multiple LTAB meetings, updated the website with rate information and utilized social media channels.

On November 4, 2025, the BBWD Board of Trustees determined that the proposed rate changes did not significantly burden or restrict the formation of business and directed staff to notice a public hearing for December 2, 2025. The Public Hearing was noticed in the *Las Vegas Review-Journal* on November 23, 2025, and in the *Mohave Valley Daily News* on November 26, 2025.

If approved, the increases to water rates and the System Development Approval Charge will be effective January 1, 2026.

This action is authorized pursuant to NRS 237.030 through 237.150; Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947; and the Management, Funding, Operation and Maintenance Agreement between the Big Bend Water District and Las Vegas Valley Water District (September 2, 2008). The office of the General Counsel has reviewed and approved this agenda item.

JJE:CNP:AMB:KH:CCD:JB;ta
Attachment: Rate Schedule

BIG BEND WATER DISTRICT

BIG BEND WATER DISTRICT: PROPOSED RATE & CHARGE INCREASES

If approved, the tiered water rates and daily service charge on customer water bills will increase by 7.1% annually for five years, in addition to the previously-approved annual CPI-based adjustment. The 7.1% increase will begin on January 1, 2026, and conclude in January 2030. Beginning January 2031, rate changes will return to the CPI adjustment-only. The proposed increases to water rates in 2026 are shown in the tables below:

Tiered Water Rates		
	CURRENT	2026 (PROPOSED)
Tier 1	$4.70	$5.17
Tier 2	5.91	6.50

Daily Service Charge		
METER SIZE	CURRENT	2026 (PROPOSED)
5/8“ & 3/4"	$0.4068	$0.4475
1"	0.4271	0.4698
1 ½”	0.5500	0.6050
2"	0.8047	0.8852
3"	0.9399	1.0339
4"	1.3119	1.4431
6"	1.9487	2.1436
8"	3.0822	3.3904
10"	5.1568	5.6725
12"	8.5941	9.4535

In addition, staff is recommending an increase to the BBWD System Development Approval Charge – a fee assessed for new connections. This recommended one-time increase will bring the fees up with inflation and will be indexed annually to inflation thereafter. The proposed increases to this charge are shown in the table below:

System Development Approval Charge		
METER SIZE	CURRENT	2026 (PROPOSED)
5/8”	$2,050	$3,075
3/4”	3,075	4,613
1”	5,125	7,688
1 ½”	10,250	15,375
2”	16,400	24,600
3”	32,800	49,200
4”	51,250	76,875
6”	102,500	153,750
8”	164,000	246,000
10”	235,750	353,625
12”	348,500	522,750